



Hallworth
Residential Survey
Chartered Surveyors

‘Mastering the Art of Surveying Homes’

Terms and Conditions

Hallworth Residential Survey
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CW12 9AB

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1. Definitions

- 1.1 ‘Mastering the Art of Surveying Homes’ is a trading name of Hallworth Residential Survey Ltd, registered in England and Wales. The company registration number is 6689411.
- 1.2 ‘Host’ refers to Stuart Hallworth, BSc (Hons) MRICS. The Host is also referred to as the ‘Surveyor’, ‘we’, ‘our’ and ‘us’.
- 1.3 ‘Service’ and ‘Product’ relate to the training programme delivered by the Host and may include access to an online membership site, live and pre-recorded webinars, provision of written material in downloadable format and other digital material.
- 1.4 ‘Client’ is an individual who has subscribed to the Service and paid the relevant fee. The Client may include a spouse at the discretion of the Host. The Client is also referred to as ‘you’.
- 1.5 ‘Booking’ and ‘Order’ relate to your subscription to the Service by making payment and signing the ‘Acceptance form’.
- 1.6 ‘Materials’ relates to photographs, forms, systems, teachings and products provided through the delivery of the Service.
- 1.7 ‘Terms’ relates to the clauses set out in this document and the Acceptance form.
- 1.8 ‘Events outside our Control’ is defined in clause 10.

2. About this document

- 2.1 These Terms and Conditions govern how we supply the Service to you.
- 2.2 The Terms tell you who we are, how we will deliver the Service, how we may change or end the contract, what to do if there is a problem and other important information.
- 2.3 References in these Terms to 'in writing' or 'written' includes via e-mail.
- 2.4 These Terms and the Acceptance form a contract between you and us. No other person has any rights to enforce any of its terms.
- 2.5 These Terms may not be varied except in writing and signed by us.
- 2.6 Each of the paragraphs of these Terms operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 2.7 If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we automatically waive any later default by you.
- 2.8 If you have any questions or complaints about the Service please contact us. In the first instance write to us at stuart@hallworthresidential.com or write to us at Hallworth Residential Survey, P.O. Box 310, Congleton, Cheshire, CW12 9AB.

3. The Host (Surveyor)

- 3.1 The Host is a practicing Chartered Surveyor specialising in the survey and valuation of residential property in England. The Surveyor's RICS Membership number is 0828215.
- 3.2 To contact the Host, in the first instance, send an e-mail to us, using the contact information provided in clause 2.8, above.
- 3.3 If we need to contact you, we will do so using the information provided on the Acceptance form.
- 3.4 As part of your participation in the Service, you may submit photographs and other material for comment or discussion by the Host. These will be retained by the Host, who may reuse them in the provision of the Service to others.

4. The Client

- 4.1 The Client's contact details are provided on the attached 'Acceptance' form.
- 4.2 By signing the Acceptance form, a legally binding contract will come into existence between you and us.
- 4.3 You agree to conduct yourself with a positive demeanour and be solution focussed.
- 4.4 You agree not to reach out to individuals and create groups with anyone outside of those provided by the Host.
- 4.5 If we consider any Client to be unsuitable or inappropriate for the Service, we shall be entitled to ask you to leave a programme with immediate effect and we are not required to provide a reason and can do so at our discretion. We will refund the investment you have paid to us within 30 days and shall not have any further liability to you in respect of the cancellation.

5. The Booking

- 5.1 We will have accepted your Booking once we have confirmed so in writing. At this point, a contract will have come into existence between you and us.
- 5.2 If we cannot accept your Booking, you will not be charged, or if payment has already been sent, a full refund will be given. This may be due to unexpected limits on our resources, if we have identified an error in the pricing or the description of the Service or because there are no spaces left.
- 5.3 If you wish to make a change to your Booking, please contact us. We will let you know if the change is possible. If it is possible, we will advise of any changes to the price, the timing, supply or anything else which would be necessary as a result of your requested change and seek your confirmation that you wish to proceed with the change.
- 5.4 We may make minor changes to reflect changes in any relevant laws or regulations at any time without notice. You will not be entitled to a refund as a result unless you exercise your rights under clause 8.
- 5.5 If we need to make more significant changes, including changes to these Terms, we will notify you and you may contact us to end the contract and receive a full refund before the changes take effect.

6. Delivery of the Service

- 6.1 We will provide you with a schedule setting out the various course modules and proposed dates when the various aspects of the Service will be delivered.
- 6.2 If the Service is for the download of a digital product only, it will be made available as soon as the payment is received and if relevant, upon receipt of the signed Acceptance form.
- 6.3 Webinars may be recorded without prior notice and you will have deemed to have given consent for us to use the footage which may contain input from you, for commercial purposes.
- 6.4 We will make every effort to deliver the Service in accordance with the schedule. However, if any aspect of the Service is delayed by an Event outside of our control, including technical problems, 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. If there is a risk of a substantial delay, you may contact us to end the contract and receive an apportioned refund for those elements of the service that you have paid for but not received.
- 6.5 If you do not make payments to us when requested and the payment is still outstanding within seven days of us reminding you that payment is due, we may suspend access to the Service with immediate effect. We will tell you we are doing so. We can also charge interest under clause 9, on overdue payments.
- 6.6 We may need certain information from you so that we can deliver the Service. We will contact you to ask for this information. If you do not give us this information within a reasonable time, or if you give us incorrect or incomplete information, we may end the contract or make an additional charge to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late, or not supplying any part of them, if this is caused by you not giving us requested information within a reasonable time.
- 6.7 Webinars will be recorded, therefore if you cannot attend at the specified time, you will be able to watch later and catch up. If you are unable to catch up by the end of the programme or if you cannot attend a live event and have not contacted us to vary your Booking, you will forfeit any amounts you have paid in respect thereof. You will not receive credits for parts of the Service that have been paid for but for which you did not attend. You acknowledge that this clause does not work harshly on you.

7. Confidentiality

- 7.1 You acknowledge that all copyright, design right and all other intellectual property rights in all aspects of the Service are owned by us.
- 7.2 The Client agrees not to make available or divulge to any party without prior consent, any of the Materials (photographs / images, notes, systems, teachings and other products) as this could have an adverse impact on our business and compromise confidentiality owed to other Clients.
- 7.3 Making of photocopies, audio, video or photographic recordings of Materials provided by the Host are forbidden, unless prior written consent is granted.
- 7.4 The Materials must not be shared, downloaded, e-mailed, re-packaged, sold or licenced without pre-approval in writing from Hallworth Residential Survey. If any of the above is breached, Hallworth Residential Survey reserves the right to block access to training Material without possibility of a refund.
- 7.5 Any breach of the provisions within clause 7 may result in us taking legal action against you and immediate termination of the contract between you and us.
- 7.6 These confidentiality clauses will survive the termination of the contract.

8. Terminating the contract

- 8.1 You have the right to end the contract with us. Your rights depend on what you have booked, whether there is anything wrong, how we are performing and when you decide to end the contract.
 - (i) if you are ending the contract due to a change we have made under clause 5.5, or if we have told you about an error to the price or description of the Service, or if there is a risk of significant delay due to Events outside of our control, or if we have done something wrong, we will refund you in full for any elements of the Service that have not been provided.
 - (ii) if you have just changed your mind, you may be able to get a refund if you are within the statutory cooling off period of 14 days.
 - (iii) you do not have a right to change your mind once access to the Materials, including digital products has been provided, even if the cancellation period is still running.

- 8.2 How long you have to change your mind depends on what you have ordered and how it is delivered.
- (i) where the Service is a course, you have 14 days after the day we confirm acceptance of your Booking. However, if the Service has started, you must pay us for those elements of the Service provided up until the time you tell us you have changed your mind.
 - (ii) if you have purchased digital content, for example an e-book or podcast, you have 14 days after the day we confirm acceptance of your Booking, or if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately and you agreed to this when ordering, you will not have a right to change your mind.
- 8.3 If we are not at fault and you do not have a right to change your mind, you may still be able to end the contract before it is completed but you may have to pay us compensation. A contract for digital content is completed when the product is paid for, delivered, downloaded or streamed. A contract for a course is completed when we have received payment and the Service has been delivered in full. We will refund any sums paid by you for products or the Service not provided, but we may deduct from that refund, (or if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of ending the contract.
- 8.4 To end the contract with us, please let us know by:
- (i) e-mailing us at stuart@hallworthresidential.com. Please provide your name, home address, details of the order, your phone number and email address or;
 - (ii) post the information to us at P.O. Box 310, Congleton, Cheshire, CW12 9AB, including details of what you have bought, when you ordered or received it and your name and address.
- 8.5 We may deduct from any refund an amount for the supply of the service for the period for which it was supplied ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied in comparison with the full coverage of the contract. We will make any refunds due to you as soon as possible.
- 8.6 We may end the contract at any time by writing to you if you do not make payment to us when due and you still do not make payments within seven days of us reminding you that payment is due. We may also end the contract if you do

not, within a reasonable time of asking for it, provide us with the information that is necessary for us to provide the service to you.

9. Investment and payment

9.1 You must pay to Hallworth Residential Survey, in consideration of the Service or Product, the charge as stated verbally and confirmed on the Acceptance form as one lump sum upon the signing of the Acceptance form or before.

9.2 If we have agreed that you may pay by instalments, you must pay the instalment sum on the instalment payment dates agreed.

9.3 All payments due under the contract must be in full without any deductions and made in cleared funds.

9.4 If you do not pay any sum that is due and owing to us by the due date for payment;

- (i) all sums due and owing to us will immediately become due and payable in full without the need for further demand.
- (ii) we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank plc. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount whether before or after judgement. You must pay us interest together with any overdue amount.
- (iii) we shall be entitled to immediately revoke your access to the Service all Materials provided by us; and / or
- (iv) we reserve the right to decide what level of access (if any) will be granted to you depending on the amount that is outstanding from you.

9.5 As payment is made prior to the completion of the Service, note that it will be held in the company bank account and not treated as 'Client's Money'.

10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations under these Terms that is caused by an Event outside our control (including but not limited to us having to rearrange or cancel part or all of the service).

- 10.2 An Event outside our control means any act or event beyond our reasonable control including without limitation, strikes, lockouts or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, ill health, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 10.3 If an Event outside our control takes place that affects the performance of our obligations under these terms:
- (i) we will contact you as soon as reasonably possible to notify you and;
 - (ii) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event outside our control. Where the Event outside of our control affects our performance of the Service to you, we will rearrange the relevant parts of the Service as soon as reasonably possible after the Event outside our control is over.
- 10.4 You may cancel the contract if an Event outside our control takes place and you no longer wish us to provide the Service. Please see your cancellation rights under clause 8. We will only cancel the contract if the Event outside our control continues for longer than two weeks.

11. How we may use your personal information

- 11.1 We may use the personal information you provide to us to;
- (i) provide the Service;
 - (ii) process your payment for the service
- 11.2 Where we have made credit available to you, we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.
- 11.3 We will only give your personal information to third parties where the law requires us to do so.
- 11.4. We will retain all files and documents for not less than six years after completion or termination of the Service. These will be securely stored and available for future inspection, if required for up to a maximum of 15 years. A copy of our Privacy Notice is provided in a separate document.

12. Limitation of liability

- 12.1 We only supply the Service (and / or Products) for domestic and private use. If you use the Product or any element of the Service for any commercial, business or resale purpose, we will not have any liability to you or any third party for any losses, for example:
- (i) any liability you have accepted, whether intended or not;
 - (ii) loss of profit;
 - (iii) loss of sales or business;
 - (iv) business interruption;
 - (v) loss of business opportunity, agreements or contracts;
 - (vi) loss of savings or capital;
 - (v) loss or damage to goodwill and / or indirect or consequential loss.
- 12.2 The Service provided by the Surveyor is purely educational in nature. The Surveyor will not physically inspect any property and is not liable for any specific advice on any defect or issue discussed during the delivery of the Service.
- 12.3 The Surveyor will not provide an opinion of Market Value or provide any specific valuation advice for any property.
- 12.4 You acknowledge that we do not provide financial, legal or accounting advice. We are not authorised by the FCA or other body to provide financial advice.
- 12.5 You acknowledge that the opinions and comments made by the Host are their own and you further acknowledge that any opinions or comments that are followed are at your risk. You agree not to hold us responsible for any such opinions or claims.
- 12.6 You agree to accept full responsibility for your participation and all the outcome of any decision made after completion of, or during the Service. The Host does not accept responsibility or liability for any and all costs, expenses, losses, damages, liabilities which may be incurred or suffered by you, as a result of these decisions. We do not give any performance guarantees.
- 12.7 Clause 12 shall survive the termination of the contract.