

TERMS OF USE – HOME SURVEY SERVICES

Optimus provides a free service whereby you can book and pay for home surveys from our panels of Surveyors (defined below) (the **Services**).

This Service is offered by Landmark Optimus Limited (registered no. 05524369) (**Optimus, we, us or our**). Our registered office is at 5-7 Abbey Court, Eagle Way, Sowton Industrial Estate, Exeter, Devon, EX2 7HY, United Kingdom. Our Service is accessed via the services, websites and applications of third party Operators (defined below) (such as financial advisers, mortgage brokers, estate agents and other property professionals and intermediaries).

The following terms and conditions (the **Terms**) apply to all dealings in respect of our Services.

By accessing and using our Services, you are agreeing to these Terms (which include our Privacy Notice). Please read them carefully.

If you do not agree to be bound by these Terms, do not use the Services.

PLEASE NOTE: These Terms apply only to your use of the Services hosted by Optimus and not to your access to and use of the website and / or app you have used to access this Service. The website and / or app terms and conditions will apply to your use of such website and / or app.

In addition, any terms of service relating to services provided by the Surveyors will apply should you choose to engage them (defined below). Any agreement between you and the Surveyors for the purchase of or their provision to you of services will be under a separate contract between you and the respective Surveyor.

We may amend these Terms from time to time without notice. You should therefore read them each time you use our Service.

1 In these Terms, the following definitions apply:

Home Survey Services: the professional services performed by a Surveyor.

Operator: the operator of the website or app through which you accessed and used our Service.

Price: the Surveyor's price for Home Survey Services as notified to you via the Service.

Surveyor: the land or property surveying professional (typically surveying firm or a chartered surveyor) whose Home Survey Services you can schedule, book and pay for via our Service.

Other defined terms that we use in these Terms are set out in **bold** within the relevant paragraph.

2 **THE SERVICE**

Our Services are free and allow you to book and pay for Home Survey Services in connection with the sale, purchase, re-mortgage and / or an equity release in respect of a residential property.

Each Price is based on the information you have provided and our own calculations of likely costs (including the costs specified by relevant third party sources (such as the

Surveyor)). If your case proves to be more complex than would reasonably be expected based on the information you have provided to us then your Surveyor will notify you in writing and agree any additional work and fees with you before such work is carried out.

You are under no obligation to accept a Price.

These Terms relate only to your use of our Service and not to your use of the Operator's website or app nor to any purchase of, use or reliance on any Home Survey Services provided by a Surveyor.

While we will assist you in finding an appropriate Surveyor, we cannot offer any advice to you in respect of the choice of Surveyor nor the scope of the Home Survey Services to be provided to you. We do not provide financial, legal or any other professional advice in relation to the Price, your property transaction or the Home Survey Services. The Price provided relates only to the Surveyor and is not a specific recommendation of professionals to assist you with your property transaction.

We may suspend, withdraw or restrict the availability of all or any part of our Service for business and operational reasons.

3 **PRICES**

Where we provide you with a Price for Home Survey Services, if you choose to accept the Price we will book the Home Survey Services with you and take the payment for the Home Survey Service in full from you on behalf of the relevant Surveyor. Once payment has been taken for the Home Survey Services, you will be directed to the Surveyor in connection with the performance of the Home Survey Services.

Our responsibility for your loss or damage caused by your use of the Home Survey Services. While we have carried out a level of due diligence in selecting the Surveyors that are available to provide Home Survey Services and we do monitor the performance of Surveyors and the Home Survey Services provided to you, ultimately we have no actual control over the actions of Surveyors. As such, we are not and will not be responsible to you for any damage or cost you incur, or other loss you suffer as a result of your use of the Home Survey Services. You are strongly recommended to read and understand any Surveyor's terms and conditions relating to their Home Survey Services before you enter into a contract with them to receive those Home Survey Services.

We may re-panel your case to a new Surveyor on our panel. When it is in your best interests to do so, we may re-panel your case to another Surveyor for the same price and against the same service level commitments at any time. In such instances, you will be informed of any changes and the reasons why your case is being moved.

4 **YOUR RIGHT TO END THE CONTRACT**

If you accept a Price in respect of Home Survey Services, you will also enter into a separate contract with the Surveyor and you will need to review their terms and conditions of business to understand when and in what circumstance you can cancel the Home Survey Services.

In addition, you have a legal right to change your mind within 14 days of accepting the Price and paying for the Home Survey Services (**Cooling-off Period**). We will extend this period so that you are able to change your mind at any time before the Surveyor

visits the property and completes the Home Survey Services. If you do change your mind (either during the Cooling-off Period or at any time after), you are entitled to receive a refund in full, subject to the deductions set out below.

We will often be able to book in the Home Survey Services before the end of the statutory Cooling-off Period. If you do book in the Home Survey Services before the end of the Cooling-off Period, you agree that, if you change your mind during the Cooling-off Period, you may not receive a refund in full and that the deductions set out below may apply. You have no right to cancel the Home Survey Services once they have been provided to you in full.

Deductions if you do change your mind. If you accept a Price for Home Survey Services and we book and take payment for the Home Survey Services on behalf of the Surveyor in accordance with these Terms, you are free to cancel the Home Survey Services before the Surveyor visits the property and completes the Home Survey Services. The refund that you receive will be subject to the following deductions (which reflect the value of the preparatory Home Survey Services that the Surveyor will perform before visiting the property):

- where you notify us that you want to cancel the Home Survey Services and there is more than two business days between the date on which you cancel and the date of the Home Survey Services, **we will refund you in full**; and
- where you notify us that you want to cancel the Home Survey Services and there is less than two business days between the date on which you cancel and the date of the Home Survey Services, **we will deduct £100** from your refund.

How to cancel. If you want to cancel the Home Survey Services before they have been provided to you, please let the Surveyor know that you have changed your mind and let us know by emailing your name, address, survey date and reason for cancellation to surveys@optimus-move.co.uk. We will refund the total amount that you paid for the Home Survey Services less the deductions set out above, where they apply, by the method that you used for payment within 14 days of you telling us that you wish to cancel the Home Survey Services.

5 YOUR OBLIGATIONS WHEN USING THE SERVICE

To receive the Service, you agree to provide us with accurate information, as requested by us in order to provide the Service.

The Service is intended for non-business users only.

You are not permitted to:

- charge any third party for the Price or otherwise use the Services to provide paid-for services to any third party;
- access all or any part of the Services for business use or otherwise build a product or service which competes with our Service; or
- access, store, distribute or transmit any Viruses, or any material that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or is otherwise illegal or causes

damage or injury to any person or property.

For the purpose of these Terms, a **Virus** means any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

If you misuse our Services or breach any of these Terms, then your right to use the Services will cease immediately.

6 HOW YOU MAY USE THE SERVICE

We are the owner or the licensee of all intellectual property rights in our Service. All such rights are reserved and any use of the Service does not imply the transfer of intellectual property rights or content that may be accessed.

7 YOUR DATA

We only use any personal data we collect through your use of the Service in the ways set out in our Privacy Notice (see below).

Please be aware that internet transmissions are never completely private or secure and that any information you send using the Service may be read or intercepted by others.

8 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

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 and for fraud or fraudulent misrepresentation.

You agree and accept that the Service is provided on an "as-is" basis and your use of the Service is at your own risk. While we do have control over the accuracy and completeness of the Price that you receive (subject to any assumptions, dependencies or qualifications that the Surveyor applies to the Price), we cannot and do not guarantee the accuracy or completeness of the Service. You rely on the Service at your own risk and we accept no liability for how you use the information provided to you via the Service or any Price. We accept no liability to any third party.

9 GENERAL TERMS

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.

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 in writing.

No rights for third parties. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

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.

Even if we delay in enforcing this contract, we can still enforce it later. Even if we delay in enforcing a Term, 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 breaching the Terms, 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.

Which country's laws apply to any disputes? These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint for online dispute resolution to the **[European Commission Online Dispute Resolution](#)** platform.

PRIVACY NOTICE

YOUR PERSONAL DATA

Landmark Optimus Limited (**we** or **us**) provides a service which enables consumers to obtain an indicative quote or price for professional property services from our professional property partners (**Service**). Detail of how we collect and process your personal data when you use the Service is set out in this Privacy Notice.

It is important that you read this Privacy Notice, together with any privacy policy of any third party you have used to access this Service (e.g. a mortgage broker, estate agent or price comparison service) and, if applicable, the privacy policy of any property professional should you decide to proceed based on a quote. The privacy policy of any such third party and the property professional's privacy policy will contain detail about how they process your personal data.

This Privacy Notice only applies to the processing that we carry out as a controller of your personal data.

10 IMPORTANT INFORMATION AND WHO WE ARE

We are the controller and responsible for your personal data.

If you have any questions about this privacy notice or our data protection practices please contact Senior Compliance Officer who is also our appointed data protection officer.

CONTACT DETAILS

Our full details are:

- Full name of entity: Landmark Optimus Limited
- Email address: seniorcomplianceofficer@landmark.co.uk
- Postal address: Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

11 THE DATA WE COLLECT ABOUT YOU

We may collect, use, store and transfer different kinds of personal data about you as follows:

- **Identity Data:** This includes your first name, last name and title.
- **Contact Data:** This includes your email address and telephone number(s).
- **Location Data:** This includes your postal address and post code and the postal address and post code of the property to be valued, or sold/acquired/re-mortgaged.

We do not collect any special categories of personal data about you.

12 HOW IS YOUR PERSONAL DATA COLLECTED?

We collect personal data from you through **direct interactions**: You may give us your

Identity Data, Contact Data and Location Data by filling in the forms provided by us as part of the Service or by corresponding with us by telephone, email or otherwise. This includes personal data you provide when you use our Services to request a quote, request contact from a property professional, give us feedback and/or otherwise contact us.

13 **PURPOSES FOR WHICH WE WILL USE YOUR PERSONAL DATA**

We will only use your personal data for the purpose for which we collected it. Below, in table format, is a description of all the ways we plan to use your personal data, and which lawful basis we rely on to do so.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To provide the Service	(a) Identity (b) Contact (c) Location	Performance of our contract with you
To manage our relationship with you which will include keeping records of quotes or prices that have been generated	(a) Identity (b) Contact (c) Location	(a) Performance of our contract with you (b) Necessary to comply with a legal obligation

14 **HOW WE SHARE YOUR PERSONAL DATA**

We may share your personal data with the property professional at your request, for example if you request a call-back or an email from the property professional in connection with the quote. Note that the property professional and not us will then be responsible to you for how it uses your personal data.

We may also receive your personal data when it is shared with us by a third party referrer who you have used and instructed to access the Service on your behalf. In such circumstances, in order for such a third party referrer to keep you updated as to the status of professional property services provided to you, we may share your personal data with such third party referrer.

15 **INTERNATIONAL TRANSFERS**

We do not transfer, store and process your personal data outside the European Union (EU) (or following the United Kingdom's departure from the EU, outside the combined area of the United Kingdom and the EU).

16 **DATA SECURITY**

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

17 DATA RETENTION

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for. We will delete Identity Data, Contact Data and Location Data within three (3) months of the quote having been generated. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

18 YOUR LEGAL RIGHTS

Under certain circumstances, you have rights under data protection laws in relation to your personal data. These rights are detailed below.

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data’s accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data

even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent** at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

You also have the right to make a complaint at any time to the Information Commissioner's Office (**ICO**), the UK supervisory authority for data protection issues (www.ico.org.uk).

If you wish to exercise any of the rights set out above, please contact us.