

TERMS OF USE – HOME SURVEY SERVICES

Optimus provides a 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 Information Group Limited (registered no. 02892803)(trading as Optimus) (**Optimus, we, us or our**). Our registered office is at 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 that you have used to access the Optimus' 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 the survey services provided by the Surveyors will apply, should you choose to engage them. Any agreement between you and the Surveyors for the purchase of and their provision to you of survey 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 have 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 a 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 Service allows you to book and pay for Home Survey Services in connection with the sale, purchase, re-mortgage and / or an equity release of a residential property.

Each Price is based on the information that you have provided and our own calculations of likely costs (including any costs specified by third parties that are involved in the performance of the Home Survey Services (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 we will write to you and agree any additional work and associated fees with you before such work is carried out.

You are under no obligation to accept a Price or appoint a Surveyor to provide the Home Survey Services.

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 particular 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 at any time for business and operational reasons.

3 **PRICES**

Where we have provided you with a Price for Home Survey Services and 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 by them, 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 receipt of the Home Survey Services. You are strongly recommended to read and understand any Surveyor's terms and conditions relating to the performance of the Home Survey Services by that Surveyor 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.

3.1 Valuation

Please note that our Level 2 and Level 3 Surveys do not include a valuation as standard. This will not be included unless it has been quoted for and included in your invoice.

3.2 Energy Performance Certificates

Please note, in the case of Energy Performance Certificates, If the assessor attends the appointment but does not gain access to the property, a £30.00 Inc. VAT fee is incurred and will be passed on to you.

4 CANCELLATION POLICY

If you accept a Price in respect of Home Survey Services, you will 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 up to two business days 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 the expiry of the Cooling-off Period but up to two business days before the date on which the Surveyor is booked to visit the property and complete the Home Survey Services), you are entitled to receive a refund in full, subject to the deductions set out below. If you change your mind when there is less than two business days before the date on which the Surveyor is booked to visit the property and complete the Home Survey Services, *you may not receive a refund in full and that the deductions set out below may apply.*

We will often be able to book in the Home Survey Services before the end of the 14 day Cooling-off Period referred to in the paragraph above. 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 and when there is less than two business days before the date on which the Surveyor is booked to visit the property and complete the Home Survey Service, 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 50% of the fee 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.