

**Surveyors Terms and Conditions for lease extension advice in connection with Winckworth  
Sherwood LLP's (WS) One Stop Shop**

**1 These terms**

- 1.1 These are the terms and conditions on which we supply lease extension advice to you where you engage us via WS' website in connection with their One Stop Shop offer (OSS).
- 1.2 Please read these terms carefully before you submit your instructions to us.
- 1.3 These terms tell you who we are, how we will provide the services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

**2 Information about us and how to contact us**

- 2.1 We are [ ] [a company registered in England and Wales]. Our company registration number is [ ] and our registered office is at [ ]. Our registered VAT number is [ ]
- 2.2 You can contact us by telephoning our customer service team at [ ] or by writing to us at [ ] or by email [ .com]
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

**3 Our contract with you**

- 3.1 Our acceptance of your instructions will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your instructions, we will inform you of this in writing. This might be because there is a conflict of interest between you and a current customer.
- 3.3 We will assign a case reference to your matter and tell you what it is when we accept your instructions. It will help us if you can tell us the case reference whenever you contact us about your matter.
- 3.4 During the course of this agreement you will make all reasonable efforts to enable valuer to visit your property, whether they are a valuer appointed on your behalf or the freeholder's valuer.
- 3.5 We are to provide you with advice as to the premium payable for a new lease of your flat pursuant to the Leasehold Reform Housing and Urban Development Act and deal with the associated negotiations for a fixed fee of £750 plus VAT (the Services and the Fee) provided that those negotiations covered by this fee involve time spent negotiating with the landlord or their representative only up the point that tribunal proceedings are issued.

#### **4 Our rights to make changes**

4.1 We may make changes to the services:-

4.1.1 to reflect changes in relevant laws and regulatory requirements; and

4.1.2 to reflect any changes in the costs of the services if any of the matters set out in clause 10 arise and we are required to spend additional time or incur additional fees and costs to complete your instructions.

If we do make any such changes we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

#### **5 Providing the Service**

5.1 We will begin the services on the date agreed with you following receipt of your instructions subject to payment of our fees.

5.2 If our supply of the services is delayed by an event outside our control then 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any of the services you have paid for but not received.

5.3 If you do not provide us with the necessary information to provide the services we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you to obtain the necessary information to provide the services we may end the contract and clause 8.2 will apply. We will rely on the information that you have provided to us in relation to the provision of the services.

5.4 We may also suspend supply of the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 10.5) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.8). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.7).

5.5 We will as part of the service provide you with a report setting out in our opinion the value of the relevant interest in the property. The report will be provided for the stated purposes and for your sole use. It will be confidential to you and your professional advisers. The report will be prepared with the skill, care and diligence reasonably to be expected of a competent RICS Valuer, but we will accept no responsibility whatsoever to any person other than you. Neither the whole nor any part of the report or any reference to it may be included in any published document, circular or statement nor published in any way without the our written approval of the form and context in which it may appear.

## **6 Your rights to end the contract**

6.1 Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

6.1.1 If the service you have bought has been mis-described you may have a legal right to end the contract (or to get the service re-performed or to get some or all of your money back), see clause 9;

6.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see clause 6.2;

6.1.3 If you have just changed your mind about the service, see clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

6.2 If you are ending a contract for a reason set out at 6.2.1 to 6.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

6.2.1 we have told you about an upcoming change to the service or these terms which you do not agree to;

6.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;

6.2.3 there is a risk that the supply of the services may be significantly delayed because of events outside our control;

6.2.4 we have suspended supply of the services for technical reasons, or notified you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

6.2.5 you have a legal right to end the contract because of something we have done wrong.

6.3 For most services bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

6.4 You do not have a right to change your mind in respect of the services, once the services have been completed, even if the cancellation period is still running.

## **7 How to end the contract with us (including if you have changed your mind)**

7.1 To end the contract with us, please let us know by doing one of the following:

7.1.1 Phone using the number from clause 2 above; or

7.1.2 by writing to us at either of the addresses given in clause 2 above. Please provide your name, home address, details of the order and, where available you phone number and email address.

- 7.2 We will refund you the price you have paid for the services, by bank transfer. However, we may make deductions from the price, as described below.
- 7.3 If you are exercising your right to change your mind 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.
- 7.4 If you are exercising your right to change your mind then our refund will be made within 14 days of your telling us you have changed your mind.

## **8 Our rights to end the contract**

- 8.1 We may end the contract at any time by writing to you if:
- 8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
  - 8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services.
- 8.2 If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for the services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **9 If there is a problem with the service**

- 9.1 If you have any questions or complaints about the service, please contact us. You can telephone our customer service team at 0208 4724422 or write to us at 54-56 Barking Road, East Ham, London E6 3BP or by email to [valuers@mcdowalls.com](mailto:valuers@mcdowalls.com)
- 9.2 Summary of your legal rights.

### Summary of your key legal rights

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

## **10 Price and payment**

- 10.1 The Fee applies to the provision of the Service save where one or more of the exclusions detailed on WS' webpages from time to time relating to the OSS apply. In that case, we will provide you with an estimate of the likely fees and costs in relation to the provision of the services in accordance with your instructions. The Fee or any such fee estimate will be based on the following assumptions:-
- 10.1.1 the matter proceeds smoothly without the need to attend a tribunal or take court action;
  - 10.1.2 the nature and extent of your instructions does not change;
  - 10.1.3 any other parties involved in the provision of the services which may include the freehold owner of the property, other property owners and any solicitors or valuers acting for those parties, will conduct any work, negotiations or transactions in a reasonable and timely manner; and
  - 10.1.4 the information you have provided to us is complete and accurate.
- 10.2 We will advise you if there is likely to be an increase in the fees and costs for the matter for reasons outside of our control where there is significantly more work required to complete your instructions which was not anticipated at the commencement of the services.
- 10.3 We will advise you in advance if as a result of any of the matters in clause 10.1 or clause 10.2 additional fees and costs are required to be paid to fulfil your instructions.
- 10.4 We will pass on changes in the rate of VAT. If the rate of VAT changes between receipt of your instructions and the date we supply the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.
- 10.5 We accept payment by all major credit and debit cards. We cannot accept payment by American Express.
- 10.6 We will invoice you at the outset of the matter for our initial fees agreed with you on receipt of your instructions. These fees will need to be paid by you prior to the commencement of the services by us. We will invoice you for any additional fees which may arise during the provision of the services and you must pay each invoice within 14 days calendar days after the date of the invoice.
- 10.7 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 5% a year above the base lending rate of Lloyds Bank Plc from time to time. 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 judgment. You must pay us interest together with any overdue amount.
- 10.8 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## **11 Our responsibility for loss or damage suffered by you**

- 11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the provision of the services.
- 11.2 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.
- 11.3 We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **12 How we may use your personal information**

- 12.1 We will use the personal information you provide to us:
- 12.1.1 to supply the services to you;
  - 12.1.2 to process your payment for the services; and
  - 12.1.3 if you agreed to this during the order process, to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.
- 12.2 We will only give your personal information to third parties where the law either requires or allows us to do so or we have obtained your prior consent.

## **13 Other important terms**

- 13.1 All advice and correspondence provided to you during the provision of the services is confidential and you must not disclose any such advice or correspondence to any third party at anytime time without our prior written consent unless you are required to do so by law, court order or any government or regulatory body.
- 13.2 We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for services not provided.
- 13.3 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

- 13.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 13.5 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.
- 13.6 Even if we delay in enforcing this contract, 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 breaking this contract, 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. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 13.7 These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

### **Model Cancellation Form**

(Complete and return this form only if you wish to withdraw from the contract)

To [ **Surveyors**]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*],

Instructions submitted on [\*]

Name of consumer(s):

Address of consumer(s):-

Reason for cancellation:-

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate