

Home Information Pack (HIP)
Order Confirmation

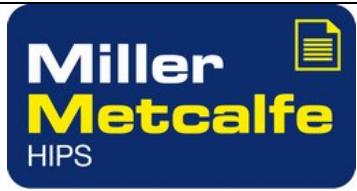
Property Address (inc. postcode)			
Client Name			
Contact Telephone Numbers (inc. mobile & landline)			
Client Email Address			
Invoice Name & Address (if different)			
Contact for Access (State if agent/vendor/tenant plus contact numbers)			
Type of property? (Terrace/Semi/Detached/Flat)		No of bedrooms	
Property to be sold with vacant possession? If no, please provide details:			
Who is the Local Authority? (council)			
Market Sale Price (what price do you intend to market the property at?)			
PIQ - Attached/To follow?			
Method of payment (delete as appropriate)	Card	Cheque	Other
Price Agreed With Client <i>NB. HIP instructions cannot be processed without receipt of payment in full.</i>			

***I/We instruct Miller Metcalfe Ltd to prepare a Home Information Pack (HIP)
for the above property on my/our behalf.***

Terms of Business:

- 1.1 All accounts are payable on demand.
- 1.2 HIPS can only be issued on receipt of this form duly signed by the instructing client.
- 1.3 The Company reserve the right to charge interest on invoices outstanding beyond the time specified above. The rate of interest will be 2% compound per month.
- 1.4 The Terms of Engagement and these Terms of Business can only be varied with the written authority of a Director of the Company.
- 1.5 Every contract shall be constituted and operated as an English contract in accordance with the Law of England.
- 1.6 A charge of £12.00 will be made to cover bank charges and administration costs each and every time a cheque is dishonoured.
- 1.7 All services and reports will remain the property of the Company until the invoice is settled in full and the client shall remain bailee only until full payment is made.
- 1.8 Any complaint by the customer relating to this invoice or work or services supplied must be made within 7 days of the date of invoice.

Signed		Date	
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Home Information Pack (HIP)

Any queries, please contact the HIPS Team on
08445 796611

Interpretation

- 1.1 "Customer" shall mean the owner(s) of the Property or those duly authorised to sell the Property.
- 1.2 "Company" shall mean Miller Metcalfe Limited whose registered offices are at 11 Institute Street, Bolton, BL1 1PZ.
- 1.3 "HIP" shall mean Home Information Pack including "EPC"
- 1.4 "EPC" shall mean Energy Performance Certificate.
- 1.5 "Property" shall mean the property in respect of which the Client requires a Home Information Pack.
- 1.6 Reference to any statute or statutory provisions includes a reference to that statute or provision as from time to time amended, extended or re-enacted or consolidated and to all statutory instruments or orders made under it.
- 1.7 Words denoting the singular number only include the plural and vice versa.
- 1.8 Words denoting any gender include all genders and words denoting persons includes firms and corporations and vice versa.
- 1.9 VAT shall be the prevailing rate of Value Added Tax from time to time.

The Agreement

- 1.10 The Client hereby instructs the Company to prepare a HIP in respect of the property.
- 1.11 The Client will act in good faith towards the Company and will facilitate the preparation of the EPC by inter alia, granting reasonable and timely access to the Property by the Company's appointed Energy Assessor and producing, wherever possible, the required documents to assist the Energy Assessor in completing the report and inspection.
- 1.12 Where applicable, the Client hereby authorises the Company to make enquiries of its professional, advisers, tenants or freeholders, managing Company or managing agents to obtain all required information relating to the Property to facilitate the inspection, reporting and gathering required documentation.

The Company's Obligations

- 1.13 The Company undertakes and agrees to produce a HIP in accordance with prevailing legislation.
- 1.14 The Company will make available to the Client a link to access the HIP. A hard copy can be made available but the Company reserves the right to charge a nominal amount for printing.

Miscellaneous Provisions

- 1.15 The Client acknowledges that all copyright, trademarks and all other intellectual property rights in the materials and/or content made available as part of their use of the Company's services shall remain the property of the Company.
- 1.16 The Company shall take all reasonable precautions to keep the details of the Client's order and payment secure.
- 1.17 The Company shall be under no liability for any delay or failure to deliver the HIP or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond the Company's reasonable control.
- 1.18 The Company reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.
- 1.19 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.
- 1.20 The parties agree that the contents of this Agreement and in particular the pricing shall not be disclosed to any third party except those required by law and; professional advisers, auditors and bankers who are bound to the disclosing party by a duty of confidence.
- 1.21 The Company shall be entitled to charge interest at the rate of 2% (compound) per month on the unpaid monies.
- 1.22 Monies outstanding beyond the above credit terms will be forwarded to a debt collection agency and in addition to the above will be subject to their surcharges. Defaulting debtors will be responsible for the principal amount, VAT and all collection charges.
- 1.23 A charge of £50.00 plus VAT will be payable by defaulting debtors to cover bank charges and our administration.
- 1.24 Retention of title, services and reports will remain wholly the property of the Company until this invoice, penalties, surcharge and costs have been paid in full to the satisfaction of the Company. The Client shall remain a "bailee" only until payment is made.
- 1.25 Queries relating to this invoice or services supplied must be notified to the Company in writing by the Client within 14 days of invoice date.