

OUR TERMS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you whether these are services or digital content. Our products are the reports we prepare containing the information we set out on our website or in the description of our reports that we have given you previously. These reports consist of services (i.e. the research for the report and preparation of the report) and digital content (i.e. the electronic file containing the report we will provide you).

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products 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 please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- you are an individual.
- you are buying the report from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **BLUE** and those specific to businesses only are in **RED**.

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are Platinum Estate Investment Group Consulting Division Ltd a company registered in England and Wales. Our company registration number is 11452821 and our registered office is at Milton House, 33a Milton Road, Hampton, Middlesex, England, TW12 2LL.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 77 27 303 505 or by writing to us at peigcd@peig.co.uk.

2.3 **How we may contact you.** 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 in your order.

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 **How we will accept your order.** Our acceptance of your order 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 cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because we are unable to meet a delivery deadline you have specified.

4. **OUR REPORTS – IF YOU ARE A CONSUMER OR A BUSINESS**

4.1 **Example Reports** - Any examples of our reports that you have been given or which appear on our website are for illustrative purposes only. We may make changes to the format and content of our reports at any time.

4.2 **Information gathered from or links to third party websites** - Our reports contain information gathered from, or links to, other sites and resources provided by third parties. Any such information and the links are provided for your information only. Such information or links should not be interpreted as approval by us of those linked websites or information you may obtain from them and the information contained in them. We have no control over the contents of those sites or resources.

4.3 **Availability of links and other information provided by third parties** – We make no representations, guarantees or warranties that any link to a third party website we provide in our report will be available when you try to view it, in particular, that your ability to access it will be without interruption or fault-free.

4.4 **Content of the report should not be considered as advice on which you can rely** - The content of any report we provide to you is provided for general information purposes only. It is not intended to amount to advice on which you should rely for any purposes, in particular, as investment advice, a valuation of a property or advice on whether you should purchase a particular property. In particular, any property valuations shown in our reports are based on the information that we have taken from the sources shown in the report and publicly available information so may be based on incomplete or inaccurate information and may not take into consider all factors that should be considered when valuing a property, in particular any relevant local knowledge. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of our report.

4.5 **Accuracy of information provided** - Although we make reasonable efforts to ensure that the information in our reports is up to date on the date we send you our report or make it available for download, we make no representations, warranties or guarantees, whether express or implied, that the content of our report is accurate, complete or up to date.

5. **OUR RIGHTS TO MAKE CHANGES**

5.1 **Minor changes to the report.** We may change the report:

- (a) to reflect changes in the way third parties provide the information we use to compile the report or the format of such information;
- (b) to reflect changes in relevant laws and regulatory requirements; and
- (c) to implement minor technical adjustments and improvements, for example to address a security threat.

5.2 **More significant changes to the report and these terms.** In addition, we may make changes to the report if a third party whose information we use to compile the report ceases to make such information available or changes the way in which they make the information available, but if we do so 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 report paid for but not received.

6. **PROVIDING THE REPORT**

6.1 **When we will provide the report.** We will begin our research and preparing our report on the date we accept your order. The estimated delivery date for your report is the date we gave you during the order process. We will email your report to you or make it available for you to download.

6.2 **We are not responsible for delays outside our control.** If our supply of our report 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 products you have paid for but not received.

6.3 **We are not responsible for viruses and you must not introduce them.** We do not guarantee that our reports will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to open our report. You should use your own virus protection software.

You must not misuse our systems by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our systems or any server, computer or database we use. By

breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, we may cancel our contract with you immediately.

6.4 **What will happen if you do not give required information to us.** We need certain information from you so that we can supply the products to you. This information includes:

- (a) the address of the property you want a report about (including post code);
- (b) a plan of the property and at least one external photo of the building, so we can identify the property;
- (c) a description of the project for which you require information about the property/ any strategy you have in relation to your investment in/development of the property; and
- (d) any other information about your future use/intentions for the property that we reasonably require.

This will have been stated in the description of the products we have provided to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.2 will apply) or make an additional charge of a reasonable sum 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 the information we need within a reasonable time of us asking for it.

6.5 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes; or
- (b) update the product to reflect changes in relevant laws and regulatory requirements.

6.6 **Your rights if we suspend the supply of our services or the delivery of your report.** We will contact you in advance to tell you we will be suspending supply of our services or delaying the delivery of your report, unless the problem is urgent or an emergency. You may contact us to end the contract for a report if we suspend it, or tell you we are going to suspend it, in each case for a period of more than two working days and we will refund any sums you have paid in advance for the report in respect of the period after you end the contract.

6.7 **We will not send you our report if you do not pay.** We will not start researching or compiling your report, email you our report or make it available for you to download until you pay us for the report when you are supposed to (see clause 13.4).

7. YOUR RIGHTS TO END THE CONTRACT

7.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the report replaced or a service re-performed or to get some or all of your money back), see clause 8 if you are a consumer;
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 7.2;**
- (c) **If you are a consumer and have just changed your mind about the product, see clause 7.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 7.6.**

7.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 5.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than five working days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

7.3 **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products 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.

7.4 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

- (a) digital products (including our report) after we have sent them to you or you have started to download them; and
- (b) services, once these have been completed, even if the cancellation period is still running.

7.5 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered.

- (a) **For our services,** you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) **For our reports,** you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until we email it to you or you download it from us.

7.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 7.1), you can still 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 delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you):

- (a) 75% of the price of the product if you cancel your order within 48 hours of our email accepting your order; or
- (b) 100% of the price of the product if you cancel your order more than 48 hours after our email accepting your order.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by email to peigcd@peig.co.uk.

8.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

8.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due; or
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, the information listed in clause 6.4.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products 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.

10. IF THERE IS A PROBLEM WITH OUR REPORT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can write to us at peigcd@peig.co.uk.

11. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

[Summary of your key legal rights](#)

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is **digital content**, for example the electronic report we will send you, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 7.3.

If your product is **services**, for example the research that we have done to be able to compile the report we will send you, the Consumer Rights Act 2015 says:

- a) 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.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 7.2.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

If you are a business customer we warrant that we will provide the services using reasonable skill and care.

13. PRICE AND PAYMENT

- 13.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 13.4 **When you must pay and how you must pay.** We accept payment by electronic bank transfer and PayPal, details of which will be provided from time to time. You must pay for the report before you download it or we email it to you.
- 13.5 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**
- 14.1 **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 sales process.
- 14.2 **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 products as summarised at clause 11.1 and for defective products under the Consumer Protection Act 1987
- 14.3 **When we are liable for damage caused by defective digital content.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation.
- 14.4 **We are not liable for business losses.** If you are a consumer we only supply our research and report for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 15.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

15.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 12 all terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (i) any loss of profit;
 - (ii) business interruption;
 - (iii) loss of anticipated savings;
 - (iv) loss of business opportunity, goodwill or reputation; or
 - (v) any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the greater of £1,000,000 and 150% of the total sums paid by you for products under such contract.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our privacy policy [[http://peig.co.uk/PEIG CD/Privacy Policy.pdf](http://peig.co.uk/PEIG%20CD/Privacy%20Policy.pdf)].

17. OTHER IMPORTANT TERMS

17.1 **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.

17.2 **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.

17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 **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.

17.5 **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 products, we can still require you to make the payment at a later date.

17.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

17.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

SCHEDULE 1
Model Cancellation Form for consumer customers

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

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

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

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

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

Date

[*] Delete as appropriate

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