



Terms of Service

Provision of Legals



WHO WE ARE AND WHAT THIS AGREEMENT DOES

We are HM Haus Group Limited trading as Homemove. These terms apply to the use of our service to:

- procure a legal search pack on your behalf, and
- introduce you to and arrange your instruction with a third-party Conveyancing Partner (a solicitor or licensed conveyancer).

We also collect payment on behalf of the Conveyancing Partner. Contact us: Email: bookings@homemove.com Phone: 0333 050 2000

YOUR PRIVACY

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided online at https://homemove.com/terms-of-use/ and https://homemove.com/privacy-policy/ - it is important that you read that information alongside this agreement. We share customer data with your designated service provider. We may recommend other services, but we will always ask your permission before sharing your details onwards. To remove your personal details or opt out of sharing you can email us at: privacy@homemove.com.

SOME DEFINITIONS

We/us/our: Homemove You/your: the customer

Fees: the fees for our service and for the legal services

Request: your application for legal services

Instruction email: confirmation of acceptance of your Request

Property: the property involved in your conveyancing process. Conveyancing Partner: the solicitor or conveyancer instructed. Legal search pack: mandatory property searches ordered on your behalf

Regulations: Consumer Contracts Regulations 2013

HOW WE WORK

- Homemove does not provide conveyancing advice directly. Your enquiry will be referred to a suitably qualified Conveyancing Partner.
- Your booking is accepted when we send you an Instruction email, which confirms:

Your details. The Property information. The agreed Fees The Conveyancing Partner's details

- We may reject a Request if no suitable partner is available.
- We may change services due to regulatory requirements.
- Partners only cover properties within the United Kingdom

.FEES AND PAYMENT

- When you make a Request, you agree to pay the relevant Fees.
- We invoice you for Fees payable to the Conveyancing Partner and also for the legal search pack.
- All Fees include VAT unless stated otherwise.

CHANGES AND CANCELLATIONS (LEGAL SERVICES)

Your Right to Cancel (Consumers Only)

Under the Regulations, you normally have a 14-day cooling-off period.

By making your payment, you acknowledge and expressly request that Homemove begins providing its service immediately. This includes:

- initiating the conveyancing instruction process
- preparing to order the legal search pack

Homemove's service is considered fully performed once we have instructed the Conveyancing Partner and confirmed your legal appointment or engagement details. At this point, you lose your right to cancel under the Regulations.

If You Cancel Before Homemove Completes Its Service

If you cancel before Homemove has:

- completed the instruction to the Conveyancing Partner, and
- ordered the legal search pack

...then you may cancel by emailing bookings@homemove.com. Your refund:

- Full refund
- minus £47 (Homemove booking-service fee)
- NO £150 deduction applies because the search pack has not yet been ordered.

If Homemove Has Already Ordered the Legal Search Pack

If the legal search pack has been ordered at the time of cancellation:

Your refund will be:

- Full refund
- minus £47 (booking service)
- minus £150 (cost of the legal search pack)

Total possible deduction: £197

If Homemove's Service Has Been Fully Performed

Once we have:

- completed the legal instruction to the Conveyancing Partner, and
- provided you with your confirmed engagement or start date
- ...our service is fully performed. At this stage:
- → No refund is due.

If the Conveyancing Partner Has Begun Work

If any legal work has been started or completed, no refund is payable.

The partner may deduct additional fees for work already completed.

Cancellations Outside the Cooling-Off Period

The following charges apply (identical to your Surveys T&Cs):

- Before 2pm on the day prior: 10% of Fees
- After 2pm the day prior but before work begins: 25% (minimum£75 including VAT)
- Partner attends/initiates work but cannot proceed due to missing documents or access issues: 50% of Fees
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These charges apply in addition to any applicable £47 or £150 deductions above.

Refund Method

Refunds will be issued via the same payment method used originally.

Partner Cancellations

If the Conveyancing Partner cancels due to regulatory issues, conflict of interest, or other causes, we will assist you in reassigning the instruction.

Cancellation Due to Inaccurate Property Information

If the Property is materially different from the information you provided and the partner cannot proceed:

- Homemove will refund fees
- minus £150 (if the search pack was ordered)
- If the partner has begun work, the refund will be reduced by 50%

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Email: bookings@homemove.com



OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or a business user:

1.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

2. If you are a business user:

- We exclude all implied conditions, warranties, representations, or other terms that may apply to the Website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.
- In particular, we will not be liable for:
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

3.If you are a consumer user: Please note that we only provide our service for domestic and private use. You agree not to use our service for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

YOUR RESPONSIBILITY FOR ANY DAMAGE ARISING AS A RESULT OF YOUR USE OF THE SERVICES

If you are in breach of these terms, you agree that you will be liable for any loss or damage suffered by us where such loss or damage has been caused by your intentional, reckless or grossly negligent actions.

Do not rely on information on the Website

1. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely.

- 2.Although we make reasonable efforts to update the information on the Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete, or up to date.
- 3.We exclude all liability for consequential, special or indirect damages, loss of profits, opportunity cost of loss and liquidated damages.
- 4. We cap our overall liability at £10,000.
- 5.We warrant a performance standard no greater than reasonable care and skill.

We only provide indemnities in respect to intellectual property rights, data protection,

1.confidentiality, death, bodily injury or property dameage.

- 2. You understand that Homemove's liability stops at the provision of selecting and booking the surveyor and that you will enter either formally or informally into a service agreement between the service provider and yourself and that you will be responsible for assessing suitability for your needs from a liability perspective and a rating perspective.
- 3.Our service providers will handle your data under their own data protection policies and you should review them upon instruction.

GENERAL

- 1. If you would like to discuss our services with us or you wish to make a complaint, please contact us by email at bookings@homemove.com or by calling us on 0333 050 2000. A copy of our Complaint Handling Procedure is available on request and if the complaint is specific to a partner, we will direct you to their complaints handling procedures.
- 2. If we have to contact you we will do so by phone call, SMS or email using the contact details provided to us.
- 3. You must be 18 or over to accept these terms and use our
- 4. We are not responsible for events outside of our or Surveyor's control. If provision of Surveyor's services is delayed by an event outside of Surveyor's 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 your contract with us and receive a refund for any Survey or Valuation services you have paid for but not received.
- 5. 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.
- 6. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.
- 7. 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.
- 8. 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.
- 9. Even if we delay in enforcing this contract, we can still enforce it later.
- 10. 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 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



Questions? Contact us.

www.homemove.com hello@homemove.com 01332 498218

