

## **Property Elite LLP Terms and Conditions**

Property Elite LLP provides its services on the following terms and conditions.

Before you making a contract with us you should read these terms and conditions. If you have any questions concerning them please ask us.

You should keep a copy of these terms and conditions for your records.

### **1. The meaning of some words used in these terms and conditions**

**we, us or our** is a reference to Property Elite LLP registered in England and Wales Company No. OC415474 registered office at 167-169 Great Portland Street, 5th Floor London W1W 5PF;

**you or your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

**Parties** is a reference to both us and you;

**Services** means the advice assistance or help we will provide as selected by you.

### **2. Entering into a legally binding contract**

2.1. We must receive payment of the whole of the price for the Services that you order before your order can be accepted.

2.2. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between us.

### **3. Cancellation by us**

3.1. We reserve the right to cancel the contract between us if we are not able to supply the services or one or more of the services you ordered was listed at an incorrect price due to a typographical error.

3.2. If we cancel your contract we will notify you by email and will credit to your account any sum paid to us as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

### **4. Your Right to cancel**

4.1. You have the right to cancel this contract within 14 days without giving any reason.

4.2. The cancellation period will expire after 14 days from the day of the conclusion of the contract.

4.3. To exercise the right to cancel, you must send us your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail) before the cancellation period has expired.

4.4. If you cancel this contract, we will reimburse to you payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the

reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

- 4.5. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.
- 4.6. Once the cancellation period in clause 4 has expired you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract or by law.

## **5. Providing the Services**

- 5.1. Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you. You have one year from the date of payment to use the services, unless an extension to this time period is agreed in writing between the parties.
- 5.2. Our aim is to always provide you with the Services:
  - 5.2.1. using reasonable care and skill;
  - 5.2.2. in compliance with commonly accepted practices and standards in the Sector;
  - 5.2.3. in compliance with laws and regulations in force at the time we are carry out the Services.

## **6. Timing**

- 6.1. We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:
  - 6.1.1. we will start performing the Services by a specified date or time; or
  - 6.1.2. we will complete the performance of all the Services by any specified date or time; or
  - 6.1.3. the performance of any individual part of the Services will be completed by a specified date or time.
- 6.2. If we do not start or complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 6.3. There are certain situations or events that occur that are not within our reasonable control If that occurs we will attempt to start or continue the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay before we can start or continue performing the Services.
- 6.4. If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
  - 6.4.1. continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period we will not require you to make any of the payments required until we are able to recommence performing the Services; or

- 6.4.2. allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.
- 6.5. If you need to rearrange the date or time for a scheduled service, e.g. Interview or Hourly Mentoring, we operate a 5 working day cancellation policy. We will not charge if you provide us with more than 5 working days' notice to re-arrange your services. If you do not provide us with 5 working days' notice then you will be charged as if the service had been carried out. If you know that you need to reschedule any services in advance, please let us know by email or telephone so we can offer our time to another candidate.
- 6.6. We operate a late start policy whereby if you are more than 15 minutes late for any scheduled service, you will lose your allocated service time and you will be charged accordingly.
- 7. VAT**

All amounts stated are exclusive of VAT, which will be added at the rate currently in force.
- 8. Exclusion and limitation of liability**
  - 8.1. We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract.
  - 8.2. In any case, our liability in relation to professional indemnity shall be limited to £50,000 per claim.
  - 8.3. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.
  - 8.4. We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or results in death, or any loss caused by fraud.
- 9. Amendments to the contract terms and conditions**
  - 9.1. We may amend the terms and conditions of this contract where:
    - 9.1.1. we need to do so in order to comply with changes in the law or for regulatory reasons; or
    - 9.1.2. we need to correct any errors or omissions, as long as such correction is minor and does not materially affect the contract.
  - 9.2. Where we are making any amendment we will give you 7 days' prior notice (unless the contract is terminated before that period).
- 10. Contacting each other**
  - 10.1. If you wish to send us any notice or letter then it needs to be sent to Property Elite LLP (registered in England and Wales Company No. OC415474) whose registered office is at 85 Great Portland Street, London W1W 7LT.
  - 10.2. If we wish to send you a letter or notice we will use the address you have given in your order form.
  - 10.3. You can telephone us at 07491 252 025.

10.4. You can email us at [hello@property-elite.co.uk](mailto:hello@property-elite.co.uk)

**11. Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

**12. Law and jurisdiction**

This contract shall be governed and construed by the law of England and you and we agree to submit to the exclusive jurisdiction of the courts of England.