

Terms, Conditions & Information

ManchesterHIP business principles:

- We will always be honest and upfront.
- We keep our costs low, take a modest margin and pass on savings to the customer.

1. What's in your HIP?

Your HIP includes all mandatory documents as specified below.

Index – a simple index of the contents of the pack.

Sales Statement – this is a small document to be completed by the seller describing the property for sale in simple terms. We e-mail it out as a word document to you, you click the relevant boxes and email it back. It takes about 2 mins in total to fill out. It's then included in the HIP.

Energy Performance Certificate (EPC) - As part of the HIP you need an EPC. To do this you need a nice man with a clipboard and tape measure to pop round to the property to measure up, poke his head into the loft, check out your boiler and generally scrabble about looking at all your heating and insulation. We use local, qualified, accredited and Criminal Records Bureau-checked Domestic Energy Assessors who will arrange a mutually convenient time to pop round a carry out the inspection. The upshot of this is that your property will then be given a certificate to show prospective buyers exactly how snug and cheap to heat your house is.

Local Search - Local searches are provided by private search companies (or personal search companies) which are backed by Search Report Insurance Policies. If you prefer to get a Local Authority Search, we can do this but will charge a premium as they cost more. It may also delay the completion of your HIP as Local Authority searches generally take longer than Personal Searches.

The prices shown on this site are for a HIP with a Personal Search (as are the prices on pretty well everyone else's HIP pack sites). If you require a Local Authority Search, we'll have to find out the additional price for you. Please note however, our Personal Searches are entirely legal for inclusion into your HIP pack.

Drainage & Water Search - A search done by your local water utility company showing water and sewerage information relevant to your property. Makes fascinating reading.

Land Registry Documents – Title Plan & Register. Basically these show the location of the property for sale on a map, as well as who the property is legally registered to. Please note that occasionally a property may have a couple or more title documents relating to it lodged at the Land Registry. We will only recover the documents specific to the dwelling at the address given. If there are extra documents that are required to be inside the HIP (such as a plot of land next to the house) covered by a different title register, then you need to notify us at the time of ordering and a small surcharge may apply to recovering the documents.

Other Documents

Leasehold – If your property is leasehold, then you need to provide a recent copy of the lease or get us to find it for you. There's also a land registry Office Copy of title plan &

register associated with the lease which need to be requested from the Land Registry. The extra cost for completing the Leasehold part of the HIP is on the website.

Unregistered Properties – older properties didn't always need to be registered with the Land Registry so some come up as unregistered when we're compiling the HIP. In this case, we need to do some extra work to provide the necessary docs – Epitome of Title and other types of proof to show who the property is registered to. This can involve a good amount of leg-work so we charge a little extra in these cases. The customer is required to retrieve these documents from either their conveyancer or the mortgage lender involved in the original purchase (since they'll have been required to establish 'good title' when the original purchase went through). We will incorporate documents provided by the customer as proof of good title but it's the customer's responsibility to produce adequate and appropriate documents to prove this – possibly through a conveyancer. If the epitome and proof of good title can be provided electronically as pdf files, then a surcharge won't be necessary. All other forms carry a £50 surcharge.

2. Prices

Our Basic prices are shown on the website and are kept up to date there. Should your HIP require something you've not paid for (such as we find out it's not registered and you paid for a registered HIP) we'll let you know and you will be required to pay the difference. In over 90% of cases things go swimmingly and are completely straightforward but you need to know that, until the HIP kicks off, we won't know for sure. Our freehold prices include two land registry documents. Our Leasehold prices include a maximum of four land registry documents plus an official copy of the lease. Should your property require more land registry documents, there will be a surcharge of £10 for each extra land registry document and £30 for each lease. Again, the need for these extra documents is pretty rare and probably occurs in around 5% of cases.

Please also see the section above for Unregistered Properties (properties not registered at the Land Registry) as these incur a surcharge of £50.

3. Payment

We accept payment by all major credit cards using Google Checkout on the website (VISA, VISA Electron, MasterCard, Switch/Maestro, and Solo). We also accept cheque (made out to ManchesterHIP at 4 Lings Walk, Peel Hall, Manchester M22 5FX) and Pay Pal. Pay Pal payments cost quite a bit more so we levy a £5 extra charge on top of our basic charge. Just let us know you'd like to pay by Pay Pal and we'll send out a Pay Pal payment request to your email address.

When paying by cheque, we wait until the cheque clears before commissioning the HIP.

4. Disbursements

During the course of producing your HIP, we incur costs on your behalf known as disbursements. Disbursements include payments for documents such as Land Registry Register & Plans and Local Authority Searches which we make to them on your behalf. Since we're grabbing these documents entirely on your behalf, they are treated as disbursements and are not VATtable. Hence they'll appear on your invoice and/or receipt itemised as disbursements. To make these payments, we act as your agent in paying the 3rd party and by ordering your HIP with us, you implicitly grant your authority to acquire all the relevant documents and make the payment on your behalf. The upshot of all this is that the disbursements are separate from the HIP providing & distribution services we provide.

The above paragraph has no bearing on the overall cost of the HIP – you still pay just the one low price - but legally we have to point the above distinction out to be able to claim disbursements.

5. Commissioning your HIP

Once payment has been made and you provide us with the correct details of the house to be sold, we'll commission the HIP. In order to legally market your home in England & Wales, you have to have commissioned a HIP. Therefore, on commissioning your HIP we'll provide you with a confirmation email – along with other sundry information of what you've ordered, how much it's cost and so on. At the time of ordering, we request accurate information about the address of the property requiring the HIP. If you give us incorrect information (whether on the phone, by email or within the Sales Statement) causing a HIP to be created for the wrong address, you agree you are liable for the full value of the incorrect HIP.

Similarly, if your property turns out to be leasehold and you've only paid for a freehold HIP, then you'll have to pay the difference. Same goes for unregistered properties. If however you pay for a leasehold and it turns out to be freehold, then we'll begrudgingly pay you back the extra. We reserve the right to moan about it though.

6. Communications

Note that email is our primary and preferred source of communication, so we ask that you monitor your designated email account regularly throughout the HIP process or something might be missed, resulting in a delay of your HIP. We will make every attempt to contact you but if after 3 emails and 3 phone calls to your nominated email address and phone number without success, we reserve the right to wait for you to call us. This may of course slow down the completion of your HIP.

7. Delivery

HIPs usually take around 10 working days to deliver. Sometimes they take longer (such as the time that a certain council crashed their computer for several weeks without telling anyone!) but they sometimes take less time too. 3 days is the quickest time we've compiled a HIP - which caused at least one raised eyebrow in this office I can tell you. We're a demonstrative lot here at ManchesterHIP. We can't therefore guarantee any specific time to complete a HIP.

Your HIP will be delivered to you as an Adobe PDF file via email. If you don't have an email address, you probably won't be able to access the internet and/or read this so the next bit is probably a little futile. However, we also put your HIP PDF file onto our website so all you need to do is tell your prospective buyer to jump onto our site at www.manchesterhip.co.uk and grab a copy for themselves. We keep everything electronic to reduce costs, save trees and because it's all really convenient and nice and simple. Except when things go wrong of course, when we crawl under the desk and burn effigies of Charles Babbage for inventing the computer. But doesn't everyone do that?

Some people may be concerned about information security so if you want us to remove the HIP from our website, just let us know in any way you like (telegram, carrier pigeon or email are all equally as valid to us) and we'll be happy to remove it immediately. When commissioning your HIP, you agree to this part of the service unless you explicitly tell us otherwise. Your HIP will be removed from the site after 12 months.

8. Compensations & Cancellations

Once you've paid for the HIP, we incur costs straightaway because we begin work on the HIP straightaway. For that reason, we're reluctant to accept cancellations. If you need to cancel a HIP, please contact us asap so we can discuss the work which has been done and how much is reasonable to repay. We will discuss it in good faith but reserve the right to refuse cancellation.

9. Access to property.

We need access to your property to carry out the EPC. If we can't gain access to your property after making reasonable attempts to arrange an appointment time or if we make an appointment and you don't turn up, we reserve the right to produce the HIP, not including the

EPC, and charge the full amount. As an alternative to this, you can pay an additional standard amount for the EPC, as found on our website, and we will recommission the EPC and include it in the pack.

10. Problems & Complaints

We try and make the HIP buying process as simple as possible. However we recognise that sometime things can go wrong. Our limit of liability for production of the HIP is limited to the price paid for the HIP and we try and resolve any disputes through chatting and reason. If you have a problem with our service, please give us a call in the first place and we'll try and do everything we can to resolve it. Also, please put your complaint in writing and email to richard@manchesterhip.co.uk and we'll take it from there. We always do our best to resolve problems amicably.

11. Penalties

If we have made our 3 email requests & 3 phone calls (all comms are logged) requesting information back from you and you haven't replied, after 28 days we can produce the HIP without the relevant requested items being included. In fact, where possible, we are legally bound to do just that. After this point, if you provide us with the information we need (such as a completed Sales Statement) we reserve the right to charge a £20 supplement.

Similarly, if we can't get access to the property because of the vendor either not contacting us, refusing entry or pushing back the appointment time on more than two occasions, we reserve the right to produce the HIP without the EPC. The EPC is a mandatory component of the HIP so if the customer then requires the EPC to be carried out and a new HIP compiling, this will incur a charge of £50.

12. Withdrawal of Property from Market

The period of grace for producing a HIP for your property is 28 days. If you have delayed the completion of any of the mandatory components of the HIP for any of the reasons contained within this document, and therefore the HIP isn't in place, you are obliged to withdraw your property from the market until the HIP is complete. If mandatory documents are available, then please request a partially-complete HIP from us, pending the completion of the HIP.

13. Completion of Order

On delivery of your HIP to your inbox and/or uploading of the HIP to the website, your order is deemed complete and your contract with ManchesterHIP is fulfilled. We'll then skip off down the local amusement arcade and spend the sixpence we've made on compiling your HIP on the penny waterfall. We all buy sherbet on the way home.

If you kindly provide us with a testimonial, we'll probably put it on the website. You agree to us using your testimonial but we'll keep your exact identity a secret – so we'll use your quote and attribute it using vague terms such as... Doreen, Rickmansworth.

If during the creation of your HIP we've recovered any hard (printed) copies of the documents, we'll hold those on file for 12 months (from the date of ordering the HIP) before we'll dispose of them. If you require any of these documents within this period, feel free to request them and we'll post them out to you.

14. Miscellaneous

These Terms & Conditions will change from time to time so please see the relevant page on our website to get the latest copy.