



TERMS AND CONDITIONS FOR THE SALE OF SERVICE(S)

1. Definitions

Customer	the person who buys or agrees to buy the service from the Service Provider.
Conditions	the terms and conditions of sale as set out in this document and any special terms and conditions agreed in writing by the Service Provider.
Services	the professional advice and/or report which the Customer agrees to buy from the Service Provider (Ringley Chartered Surveyors).
Price	the price for the Service, excluding VAT and any carriage, packaging and insurance costs.
Service Provider	means Ringley Chartered Surveyors, Ringley House, 349 Royal College Street, London NW1 9QS. Company Registration No: 3302438

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Service Provider and the Customer in relation to the purchase of professional advice, to the exclusion of all other terms and conditions including the Customer's standard conditions of purchase or any other conditions which the Customer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for the Service(s) shall be deemed to be an offer by the Customer to purchase Service(s) from the Service Provider pursuant to these Conditions.
- 2.3 Instruction of the Service(s) shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4 These Conditions may not be varied except by the written agreement of both parties. These Conditions represent the whole of the agreement between the Service Provider and the Customer. They supersede any other conditions previously issued.

3. Price

The Price shall be the price quoted on the Service Provider's confirmation of order. The Price is exclusive of VAT which shall be due at the rate in force on the date of the Service Provider's invoice.

4. Admin Charges

Our admin charges are;

- Payment up to £100 = £5.50
- Payment of £101 - £250 = £7.50
- Payment of £251 - £500 = £12.50
- Payment of £501 - £750 = £15.00
- Payment more than £751 = £20.00

5. Why do I have to pay administration charges when paying service charge or ground rent?

Admin charges apply because service charges have to collect the whole of the budgeted expenditure - not the budgeted expenditure net of credit/debit card charges. I expect you would agree that it would,

1. be unfair for other owners in the block/development to pay administration charges for those who choose to pay by credit/debit.
 2. And, paying by credit/debit does create extra administration at Ringley because credit/debit card payments have to be transferred from the credit/debit card provider into the unique bank account for just your site.
- Therefore, not only do we have to reconcile the card/debit facility, we also have to deal with transfer payment as well.

Paying by direct debit is entirely FREE because even though there are charges involved Direct Debit payments reduce Ringley's administration time.

Paying by credit card or debit card is a customer choice and we do have to pass the charges on.

6. Payment and Interest

- 4.1 Payment of the Price and VAT shall be due at the time of procuring the Service.
- 4.2 Interest on overdue invoices shall accrue from the date when payment becomes due calculated on a daily basis until the date of payment at the rate of 8% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue after as well as before any judgment.
- 4.3 The Customer shall pay all accounts in full and not exercise any rights of set-off or counter-claim against invoices submitted by the Service Provider.

7 Service(s)

The quantity and description of the Service(s) shall be as set out in the Service Provider's confirmation of order.

8. Warranties

The Service Provider warrants that the Service(s) will at the time of delivery correspond to the description given by the Service Provider in the confirmation of order. Except where the Customer is dealing as a consumer (as defined in section 12 of the Unfair Contract Terms Act 1977), all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Service(s) are excluded.

9. Delivery of the Service(s)

- 9.1 Delivery of the written report (Service) shall be made to the Customer's address given by post or email. Alternatively the Customer can make arrangements to collect the report from the offices of the Service Provider. Delivery is deemed to be achieved on issue of the report within 2 working days whether despatch is by post or email.
- 9.2 The Service Provider undertakes to use its reasonable endeavours to despatch the Service(s) on within the timescale pre-advised, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract and the Service Provider shall not be liable to the Customer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Service or Report.

10. Acceptance of the Service(s) & Refund Policy

- 10.1 The Customer shall be deemed to have accepted the Service(s) 24 hours after so procuring the Service(s). Cancellation and full refund can only be issued if the job has not been allocated to a Surveyor.
- 10.2 Where the Customer has accepted, or has been deemed to have accepted, the Service(s) the Customer shall not be entitled to reject Service(s) which are not in accordance with the contract.