
TERMS OF SALE

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Services are sold and provided by Us through this website, www.clearsurveys.co.uk ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms of Sale when ordering Services. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Services through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

"Contract"	means a contract for the purchase and sale of Services, as explained in Clause 8;
"Order"	means your order for the Services;
"Order Confirmation"	means our acceptance and confirmation of your Order;
"Services"	means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation)
"We/Us/Our"	means Clear Surveys Ltd , a company registered in England under 11362981, whose registered address is 38-40 Leslie Street, Eastbourne, BN22 8JB and whose main trading address is 38-40 Leslie Street, Eastbourne BN22 8JB.
"The Property"	means the property you have requested for survey as detailed in the order form You completed
"Completion Date"	means the date stated in the Order Confirmation as the target date for submitting the report to You
"Key Holder"	means the person, person/s or company you have nominated in the Order whom e may contact to gain access to The Property
"Your Expert"	means the Company appointed by Us to deliver the Services.

2. Information About Us

2.1 Our Site, www.clearsurveys.co.uk, is owned and operated by Clear Surveys Ltd. , a limited company registered in England under 11362981 whose registered address is 38-40 Leslie Street, Eastbourne, BN22 8JB and whose main trading address is 38-40 Leslie Street, Eastbourne, BN22 8JB . We are

not currently registered for VAT

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.
- 3.4 Use of Our Site is subject to our Website Terms of Use. Please ensure that you have read them carefully and that you understand them.

4. Age Restrictions

- 4.1 Consumers may only purchase Services through Our Site if they are at least 18 years of age.

5. Business Customers

These Terms of Sale do not apply to customers purchasing Services in the course of business.

6. International Customers

Our Services are available to UK customers only. We do not currently accept orders for Services from customers based outside of the UK. We only survey properties in England and currently offer no services for properties in Wales, Scotland or Northern Ireland.

7. Services, Pricing and Availability

- 7.1 We make all reasonable efforts to ensure that all general descriptions of the Services available from Us correspond to the actual Services that will be provided to you, however please note that the exact nature of the Services may vary depending upon your individual requirements and circumstances.
- 7.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to variations of the correct Services, not to different Services altogether.
- 7.3 Where appropriate, you may be required to select the required the appropriate Services for your needs.
- 7.4 We neither represent nor warrant that all Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on Our Site
- 7.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. All pricing information is reviewed and updated every month. Changes in price

will not affect any Order that you have already placed (please note sub-Clause 7.8 regarding VAT, however).

- 7.6 All prices are checked by Us when We process your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing before proceeding with your Order to inform you of the mistake and to ask you how you wish to proceed. We will give you the option to purchase the Services at the correct price or to cancel your Order (or the affected part thereof). We will not proceed with processing your Order until you respond. If We do not receive a response from you within 24 hours, We may treat your Order as cancelled and notify you of the same in writing.
- 7.7 In the event that the price of Services you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 7.8 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

8. Orders – How Contracts Are Formed

- 8.1 Our Site will guide you through the ordering process. Before submitting your Order to Us you will be given the opportunity to review your Order and amend any errors. Please ensure that you have checked your Order carefully before submitting it.
- 8.2 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that We have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding contract between Us and you (“the Contract”).
- 8.3 Order Confirmations shall contain the following information:
 - 8.3.1 Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - 8.3.2 Fully itemised pricing for the Services ordered including, where appropriate, taxes and other additional charges;
 - 8.3.3 Requests for any additional information that we may require to process your order. Failure to produce the information within 24 hours of the request may lead to your order being cancelled.
- 8.4 If We, for any reason, do not accept or cannot fulfil your Order, no payment shall be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 72 hours allowing excluding bank processing delays.
- 8.5 You may change your Order at any time before We begin providing the Services by contacting Us.
- 8.6 If you change your Order, We will confirm all agreed changes in writing.
- 8.7 If you change your mind, you may cancel your Order or the Contract before or after We begin providing the Services subject to these Terms of Sale. For details of your cancellation rights, please refer to Clauses 11 and 12.

- 8.8 We may cancel your Order at any time before We begin providing the Services in the following circumstances:
- 8.8.1 The required personnel and/or required materials necessary for the provision of the Services are not available; or
 - 8.8.2 An event outside of Our control continues for more than 48 hours (please refer to Clause 16 for events outside of Our control).
- 8.9 If We cancel your Order under sub-Clause 8.8 and We have taken payment any such sums will be refunded to you as soon as possible and in any event within 72 hours allowing excluding bank processing delays. If We cancel your Order, you will be informed by email.
- 8.10 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Services.

9. Payment

- 9.1 Payment for the Services will be due in the form of an advance payment of 100% of the total price for the Services Price and payment details will be confirmed in the Order Confirmation. Your chosen payment method will be charged as indicated.
- 9.2 We accept the following methods of payment on Our Site:
- 9.2.1 Paypal payments
- 9.3 We do not charge any additional fees for any of the payment methods listed in sub-Clause 9.2
- 9.4 In any instances where fees remain unpaid after the service has been provided, interest at 5% per annum of the outstanding sum may be applied at Our discretion.

10. Provision of the Services

- 10.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the the building industry and in accordance with any information provided by Us about the Services and about Us. We will begin providing the Services on the date agreed when you make your Order (which We shall confirm in the Order Confirmation). Please note that the provision of Services will begin (and complete) within the legal 14 calendar day cancellation (or “cooling off”) period so your right to cancel will be lost. If you would prefer to wait till the end of the cooling off period (14 days) before the provision of services commences, you will need to inform us when placing the order. You can email this request to info@clearsurveys.co.uk. Please refer to Clauses 11 and 12 for more details on your cancellation rights, including the cooling off period. We will use all reasonable endeavours to provide the Services with reasonable skill and care, commensurate with best trade practice.
- 10.2 We will continue provide the service until the estimated completion date set out in the Order Confirmation. **We offer a time based service which can only be effectively delivered to You should we be granted access to The Property in a timely fashion. We will make every endeavour to contact the key holder on the details provided but we cannot be responsible for inaccurate information and/or any restrictions placed by others on us accessing the property. No refunds shall be offered for Services offered**

later than the Completion Date where we have not been able to access the property due to reasons beyond our control

- 10.3 The definition of “Working Days” in relation to the Completion Date shall be all normal Monday to Friday working days in England, excluding all recognised English Bank Holidays as detailed here <https://www.gov.uk/bank-holidays#england-and-wales>
- 10.4 The Completion Date shall no later than the end of the day offered in the Order Confirmation subject to clauses 10.2 and 10.5
- 10.5 Should you believe the Completion Date has been missed due to reasons within Our control, You must notify us in writing at info@clearsurveys.co.uk We will consider any refund on it’s individual merits and notify You in writing of Our decision.
- 10.6 We will make every reasonable effort to provide the Services in a timely manner and to complete them on time. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please refer to Clause 16 for events outside of Our control.
- 10.7 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. Depending upon the nature of the Services you have ordered, We may require information or action such as additional contact information for the Key Holder.
- 10.8 If the information you provide or the action you take under sub-Clause 10.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of delayed, incomplete or otherwise incorrect information or action that you have provided or taken, We may charge you a reasonable additional sum for that work.
- 10.9 In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 10.4, We may suspend the Services (and will inform you of that suspension by email).
- 10.10 In certain circumstances, for example where We encounter a technical problem, We may need to suspend or otherwise interrupt the Services to resolve the issue. Unless the issue is an emergency that requires immediate action We will inform you in advance by email before suspending or interrupting the Services.
- 10.11 If the Services are suspended or interrupted under sub-Clauses 10.6, or 10.7 you will not be required to pay for them during the period of suspension. You must, however, pay any sums that may already be due by the appropriate due date(s).
- 10.12 If you do not pay Us for the Services as required by Clause 9, We may suspend the Services until you have paid any and all outstanding sums due. If this happens, we will inform you by email. This does not affect Our right to charge you interest on any overdue sums under sub-Clause 9.4.

11. Your Legal Right to Cancel (Cooling Off Period)

- 11.1 If you are a consumer in the European Union, you have a legal right to a “cooling off” period within which you can cancel the Contract for any reason. This period begins once your Order is accepted and We have sent you an Order Confirmation, i.e. when the Contract between you and Us is formed. The period ends at the end of 14 calendar days after that date.

- 11.2 If you wish to exercise your right to cancel under this Clause 11, you must inform Us of your decision within the cooling off period. You may do so in any way you wish. Cancellation by email or by post is effective from the date on which you send Us your message. Please note that the cooling off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59 on the final day of the cooling off period, your cancellation will be valid and accepted.
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.4 As specified in sub-Clause 10.1, the Services will typically begin within the cooling off period and by placing an order for any time based service listed on Our Site this will be taken as an express request to decline the cooling off period. This request forms a normal part of the order process. By requesting that the Services begin within the 14 calendar day cooling off period you acknowledge and agree to the following:
- 11.4.1 If the Services are fully performed within the 14 calendar day cooling off period, you will lose your right to cancel after the Services are complete.
- 11.4.2 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 72 hours subject to nay bank handling delays and in any event no later than 14 calendar days after you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services.

12. Cancellation After the Legal Cancellation Period

- 12.1 Cancellation of Contracts after the 14 calendar day cooling off period has elapsed shall be subject to the specific terms governing those Services and may be subject to a minimum contract duration.
- 12.2 If you wish to cancel under this Clause 12, you must inform Us of your decision to do so. You may do so in any way you wish, however our preference of for email to info@clearsurveys.co.uk
- 12.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our services in the future, however please note that you are under no obligation to provide any details if you do not wish to.
- 12.4 You may be entitled to cancel immediately by giving Us written notice in the following circumstances:
- 12.4.1 We breach the Contract in a material way and fail to remedy the breach within 14 days of you asking Us to do so in writing; or
- 12.4.2 We go into liquidation or have a receiver or administrator appointed over Our assets; or
- 12.4.3 We change these Terms of Sale to your material disadvantage; or

12.4.4 We are adversely affected by an event outside of Our control that continues for more than 48 hours as under sub-Clause 16.2.5.

- 12.5 Eligibility for refunds may vary according to the Services ordered. You will be required to pay for Services supplied up until the point at which you inform Us that you wish to cancel (please note that this may include charges for preparatory work that We have undertaken where We have reasonably incurred costs). Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums. Details of the relevant terms will be confirmed in Our Order Confirmation. If you are cancelling due to Our failure to comply with these Terms of Sale or the Contract, you will not be required to make any payment to Us (unless such failure is due to an event outside of Our control or is due to your failure to comply with any of your obligations).
- 12.6 Refunds under this Clause 12 will be issued to you within 72 hours excluding any bank handling delays and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel. Refunds will be made using the same payment method you used when ordering the Services.

13. Our Rights to Cancel

- 13.1 For cancellations before we begin providing the Services, please refer to sub-Clause 8.9.
- 13.2 We may cancel the Services after We have begun providing them due to an Event outside of Our control [hat continues for more than 48 hours (as under sub-Clause 16.2.4), or due to the non-availability of required personnel and/or required materials necessary for the provision of the Services. In such cases, you will only be required to pay for Services that We have already provided up until the point at which We inform you that We are cancelling the contract. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums
- 13.3 Once We have begun providing the Services, We may cancel the Contract at any time and will give you at least 24 hours written notice of such cancellation. You will only be required to pay for Services that you have received. Such sums will be deducted from any refund due to you or, if no refund is due, We will invoice you for the relevant sums.
- 13.4 Refunds due under this Clause 13 will be issued to you within 72 hours excluding any bank handling delays and in any event no later than 14 calendar days after the day on which We inform you of the cancellation. Refunds will be made using the same payment method you used when ordering the Services.
- 13.5 We may cancel immediately by giving you written notice in the following circumstances:
- 13.5.1 You fail to make a payment by the due date as set out in Clause 9. This does not affect Our right to charge you interest on any overdue sums as set out in sub-Clause 9.4; or
- 13.5.2 You breach the contract in a material way and fail to remedy the breach within 24 hours of Us asking you to do so in writing.

14. Problems with the Services and Your Legal Rights

- 14.1 We always use reasonable endeavours to ensure that Our Services are trouble-free. If, however, there is a problem with the Services please contact Us as soon as is reasonable possible via info@clearsurveys.co.uk .
- 14.2 We will use reasonable endeavours to remedy problems with the Services as quickly as is reasonably possible and practical.
- 14.3 We will not charge you for remedying problems under this Clause 14 where the problems have been caused by Us, any of Our agents or sub-contractors, or where nobody is at fault. If We determine that a problem has been caused by you, including your provision of incorrect or incomplete information or taking of incorrect action, sub-Clause 10.5 will apply and We may charge you for the remedial work.
- 14.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you [unless you request an alternative method]. In addition to your legal rights relating directly to the Services, you also have remedies if We use materials that are faulty or incorrectly described.

15. Our Liability

- 15.1 Our Services may consist of offering Estimates for the value of works to The Property. The Estimates offer no guarantee whatsoever that the works described can be completed for the cost. A formal Quote can be requested via Your Expert once you have completed the purchases of The Property, should firm costs need to be established. The Estimates provided are offered in a prescribed time limit where possible and this time limit is designed to allow only nominal time to produce the costs. Your Expert will use previous knowledge and experience to provide the Estimate which is not a fixed price quote. They will not invite competitive costs from various specialists or subcontractors but offer a cost based on experience of similar repairs to similar properties. They will not have time to work out the cost in fine detail. The liability of accuracy of the costs provided lies with Your Expert and not with Clear Surveys.
- 15.2 We will not be liable for any omission from the report or estimate. Please see the Limitations section of the Report & Estimate for further information. Your

Expert has assessed the internal external finishes of the property and where safe and practical to do so, has looked into any void spaces such as lofts. The expert may not be able to see all of the property, for example they will not be able to cut back vegetation in the garden, see behind any surface materials or view any inaccessible voids like the areas under floorboards. Your expert will try to identify areas that have not been inspected in the report but this list will not be exhaustive. The report may have omissions and if you believe there to be any, you have the right to ask for these items to added to the report. If you believe this to be the case please contact Your Expert on the detail provided in Section 3. None of our experts have x-ray vision and no survey can cover every single aspect of the property. It is not practical to move the vendor's furniture, vehicles or other belongings. The expert will use their years of experience in completing building repairs to assess if these inaccessible areas may contain any hazards i.e. by looking for evidence of decay or faulty wiring but an item not receiving mention in the report does not mean this item has been approved as sound or acceptable in any way. Your Expert may recommend additional reports are completed and can make recommendations for local specialists should they be required. Examples of these could be experts to use CCTV to survey the drains that cannot be seen, or a Remedial Specialist to assess for any rot or beetle infestation timber. The report and estimate is not a fixed quote. The costs provided are estimated broad costs based on knowledge of similar works. The emphasis is on speed, detailed quotes will be more accurate but will take much longer to prepare and will involve many more specialists attending the property and preparing individual costs before these are drawn into a formal quote. This is not the purpose of the Report & Estimate. However, Your Expert will be pleased to provide you with this type of firm quote once you have purchased the property.

- 15.3 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 15.4 We provide Services for domestic and private use or purposes. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 15.5 If We cause any damage to The Property, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage to The Property that We may discover while providing the Services.
- 15.6 Nothing in these Terms of Sale seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 15.7 Nothing in these Terms of Sale seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 15.8 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

16. Events Outside of Our Control (Force Majeure)

- 16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action by third parties, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our reasonable control
- 16.2 If any event described under this Clause 16 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 16.2.1 We will inform you as soon as is reasonably possible;
- 16.2.2 Our obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 16.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 16.2.4 If the event outside of Our control continues for more than 48 hours We may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which We inform you of the cancellation;
- 16.2.5 If an event outside of Our control occurs and continues for more than 24 hours and you wish to cancel the Contract as a result, you may do so in any way you wish, however Our preference is by email to info@clearsurveys.co.uk
- In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event no later than 14 calendar days after the date on which you inform Us that you wish to cancel.

17. Communication and Contact Details

- 17.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at info@clearsurveys.co.uk, or by post at 38-40 Leslie Street, Eastbourne, BN22 8JB.
- 17.2 For matters relating to Our Services or your Order, you may contact Us by email at info@clearsurveys.co.uk, or by post at 38-40 Leslie Street, Eastbourne, BN22 8JB.
- 17.3 For matters relating to cancellations, you may contact Us by email at info@clearsurveys.co.uk, or by post at 38-40 Leslie Street, Eastbourne, BN22 8JB.

18. Complaints and Feedback

- 18.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

- 18.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available on request.
- 18.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 18.3.1 In writing, addressed to Complaints, Clear Surveys Ltd, 38-40 Leslie Street, Eastbourne, BN22 8JB
 - 18.3.2 By email, addressed to Complaints at info@clearsurveys.co.uk

19. How We Use Your Personal Information (Data Protection)

- 19.1 All personal information that We may collect (including, but not limited to, your name, address and telephone number) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 19.2 We may use your personal information to:
 - 19.2.1 Provide Our services to you;
 - 19.2.2 Process your Order (including payment) for the Services; and
 - 19.2.3 Inform you of new products and/or services available from Us (if you opt or have previously opted to receive it). You may request that we stop sending you this information at any time.
- 19.3 In certain circumstances (if, for example, you wish to purchase Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 19.4 We will not pass on your personal information to any third parties without first obtaining your express permission. One exception to this is; we will confirm Your name to the Key Holder as proof we have authority to access the property

20. Other Important Terms

- 20.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party like Your Expert (this may also happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 20.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 20.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 20.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 20.5 No failure or delay by Us in exercising any of Our rights under these Terms of

Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

- 20.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale at any time, We will give you at least 14 days written notice of the changes before they come into effect. If you wish to cancel the Contract as a result, please refer to sub-Clause 12.4.

21. Law and Jurisdiction

- 21.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 21.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 21.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 21.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 21.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non exclusive jurisdiction of the courts of England & Wales.

TERMS OF USE

BACKGROUND:

These Terms of Use, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.clearsurveys.co.uk ("Our Site"). Please read these Terms of Use carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms of Use is deemed to occur upon your first use of Our Site and You will be required to read and accept these Terms of Use when placing an Order for our Services. If you do not agree to comply with and be bound by these Terms of Use, you must stop using Our Site immediately. These Terms of Use do not apply to the sale of services. Please refer to our Terms of Sale for more information.

22. Definitions and Interpretation

- 22.1 In these Terms of Use, unless the context otherwise requires, the following expressions have the following meanings:

"Account" means an account required for a User to access and/or use certain areas of Our Site, as detailed in Clause 4;

“Content”	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site;
“User”	means a user of Our Site;
“User Content”	means any content submitted to Our Site by Users including, but not limited to, uploaded data and documents; and
“We/Us/Our”	means Clear Surveys Ltd, a company registered in England under 11362981, whose registered address 38-40 Leslie Street, Eastbourne, BN22 8JB and whose main trading address is the same.

23. Information About Us

23.1 Our Site, www.clearsurveys.co.uk, is owned and operated Clear Surveys Ltd. a limited company registered in England under 11362981, whose registered address 38-40 Leslie Street, Eastbourne, BN22 8JB and whose main trading address is the same. **Clear Surveys is not currently registered for VAT**

24. Access to Our Site

- 24.1 Access to Our Site is free of charge.
- 24.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 24.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

25. Accounts

- 25.1 Certain parts of Our Site (including the ability to purchase services from Us) may require an Account in order to access them.
- 25.2 You may not purchase Services if you are under 18 years of age when creating an Account, the information you provide must be accurate and complete. If any of your information changes at a later date, it is your responsibility to ensure that your Account is kept up-to-date.
- 25.3 We require that you choose a strong password for your Account, consisting of a combination of lowercase and uppercase letters and at least two numbers and/or symbols. It is your responsibility to keep your password safe. You must not share your Account with anyone else. If you believe your Account is being used without your permission, please contact Us immediately at info@clearsurveys.co.uk. We will not be liable for any unauthorised use of your Account.
- 25.4 You must not use anyone else’s Account without the express permission of the User to whom the Account belongs.
- 25.5 Any personal information provided in your Account will be collected, used, and held in accordance with your rights and Our obligations under the Data Protection Act 1998, as set out in Clause 17.

- 25.6 If you wish to close your Account, you may do so at any time. Closing your Account will result in the removal of your information. Closing your Account will also remove access to any areas of Our Site requiring an Account for access. Your Data will be handled in line with GDPR protocols at the time of cancellation.

26. Intellectual Property Rights

- 26.1 With the exception of User Content (see Clause 6), all Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content (including User Content) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 26.2 Subject to sub-Clause 5.3 and 5.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.
- 26.3 You may:
- 26.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);
 - 26.3.2 Download Our Site (or any part of it) for caching;
 - 26.3.3 Print page(s) from Our Site;
 - 26.3.4 Download extracts from pages on Our Site; and
 - 26.3.5 Save pages from Our Site for later and/or offline viewing.
- 26.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.
- 26.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.
- 26.6 Nothing in these Terms of Use limits or excludes the fair dealing provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 'Acts Permitted in Relation to Copyright Works', covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

27. User Content

- 27.1 User Content on Our Site includes (but is not necessarily limited to) uploaded data and documents.
- 27.2 An Account is required if you wish to submit User Content. Please refer to Clause 4 for more information.
- 27.3 You agree that you will be solely responsible for your User Content. Specifically, you agree, represent and warrant that you have the right to submit the User Content and that all such User Content will comply with Our Acceptable Usage Policy, detailed below in Clause 12.

- 27.4 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under sub-Clause 6.3. You will be responsible for any loss or damage suffered by Us as a result of such breach.
- 27.5 You (or your licensors, as appropriate) retain ownership of your User Content and all intellectual property rights subsisting therein. When you submit User Content you grant Us an unconditional, non-exclusive, fully transferrable, royalty-free, perpetual, irrevocable, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence your User Content for the purposes of operating and promoting Our Site. In addition, you also grant Other Users the right to copy and quote your User Content within Our Site.
- 27.6 If you wish to remove User Content from Our Site, the User Content in question will be deleted within a time frame of 72 hours from your request. Please note, however, that caching or references to your User Content may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).
- 27.7 We may reject, reclassify, or remove any User Content from Our Site where, in Our sole opinion, it violates Our Acceptable Usage Policy, or If We receive a complaint from a third party and determine that the User Content in question should be removed as a result.

28. Links to Our Site

- 28.1 You may link to Our Site provided that:
 - 28.1.1 you do so in a fair and legal manner;
 - 28.1.2 you do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;
 - 28.1.3 you do not use any logos or trade marks displayed on Our Site without Our express written permission; and
 - 28.1.4 you do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.
- 28.2 You may not link to any page other than the homepage of Our Site. Deep-linking to other pages requires Our express written permission.
- 28.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at info@clearsurveys.co.uk for further information.
- 28.4 You may not link to Our Site from any other site the main content of which contains material that:
 - 28.4.1 is sexually explicit;
 - 28.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 28.4.3 promotes violence;
 - 28.4.4 promotes or assists in any form of unlawful activity;

- 28.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
 - 28.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 28.4.7 is calculated or is otherwise likely to deceive another person;
 - 28.4.8 is intended or is otherwise likely to infringe (or to threaten to infringe) another person's privacy;
 - 28.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 7.4);
 - 28.4.10 implies any form of affiliation with Us where none exists;
 - 28.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trade marks and database rights) of any other party; or
 - 28.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 28.5 The content restrictions in sub-Clause 7.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 7.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

29. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

30. Disclaimers

30.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be sought from Your Expert before taking any action on the basis of any information provided on Our Site.

30.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure. If, as a result of Our failure to exercise reasonable care and skill, any digital content from Our Site damages your device or other digital content belonging to you, you may be entitled to certain legal remedies. For more details concerning your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

- 30.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date. Please note that this exception does not apply to information concerning services for sale through Our Site. Please refer to Our Terms of Sale for more information.

31. Our Liability

- 31.1 The provisions of this Clause 10 apply only to the use of Our Site and not to the sale of services, which is governed separately by Our Terms of Sale.
- 31.2 To the fullest extent permissible by law, We accept no liability to any User for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content (including User Content) included on Our Site.
- 31.3 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 31.4 [Our Site is intended for non-commercial use only.] If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 31.5 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. However, subject to sub-Clause 9.2, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 31.6 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 31.7 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

32. Viruses, Malware and Security

- 32.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 32.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 32.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.

- 32.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 32.5 You must not attack Our Site by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 32.6 By breaching the provisions of sub-Clauses 11.3 to 11.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

33. Acceptable Usage Policy

- 33.1 You may only use Our Site in a manner that is lawful and that complies with the provisions of this Clause 12. Specifically:
 - 33.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 33.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;
 - 33.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 - 33.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 33.2 When submitting User Content (or communicating in any other way using Our Site), you must not submit, communicate or otherwise do anything that:
 - 33.2.1 is sexually explicit;
 - 33.2.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;
 - 33.2.3 promotes violence;
 - 33.2.4 promotes or assists in any form of unlawful activity;
 - 33.2.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
 - 33.2.6 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
 - 33.2.7 is calculated or is otherwise likely to deceive;
 - 33.2.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;
 - 33.2.9 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 12.2);
 - 33.2.10 implies any form of affiliation with Us where none exists;

- 33.2.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
 - 33.2.12 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.
- 33.3 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 12 or any of the other provisions of these Terms of Use. Specifically, We may take one or more of the following actions:
- 33.3.1 suspend, whether temporarily or permanently, your Account and/or your right to access Our Site;
 - 33.3.2 remove any User Content submitted by you that violates this Acceptable Usage Policy;
 - 33.3.3 issue you with a written warning;
 - 33.3.4 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 33.3.5 take further legal action against you as appropriate;
 - 33.3.6 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
 - 33.3.7 any other actions which We deem reasonably appropriate (and lawful).
- 33.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms of Use.

34. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from our website www.clearsurveys.co.uk. These policies are incorporated into these Terms of Use by this reference.

35. Changes to these Terms of Use

- 35.1 We may alter these Terms of Use at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.
- 35.2 In the event of any conflict between the current version of these Terms of Use and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

36. Contacting Us

To contact Us, please email Us at info@clearsurveys.co.uk or using any of the methods provided on Our contact page at www.clearsurveys.co.uk

37. Communications from Us

- 37.1 If We have your contact details (if, for example, you have an Account) We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms of Use, Our Terms of Sale, and changes to your Account.
- 37.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 5 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.
- 37.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact Us at info@clearsurveys.co.uk.

38. Data Protection

- 38.1 Any and all personal information that We may collect will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights and Our obligations under that Act.
- 38.2 We may use your personal information to:
 - 38.2.1 Provide and administer your Account;
 - 38.2.2 Reply to any communications you send to Us;
 - 38.2.3 Send you important notices, as detailed in Clause 16;
 - 38.2.4 Confirm your identify with the Key Holder.
- 38.3 We will not pass on your personal information to any third parties.

39. Law and Jurisdiction

- 39.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 39.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 39.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 39.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the non exclusive jurisdiction of the courts of England & Wales.