

## Elliot and Hill Residential Surveyors - Terms of Service

**Last Updated: [Date]**

Welcome to Elliot and Hill Residential Surveyors (“Company”, “we”, “us”, or “our”). These Terms of Service (“Terms”) govern your access to and use of our services, including any online or offline interactions, surveys, reports, consultations, or any other services provided by us (collectively, the “Services”). By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Services.

### 1. Scope of Services

**1.1. Description of Services:** Elliot and Hill Residential Surveyors provide residential property surveying services, including but not limited to property valuation, condition surveys, homebuyer reports, and other property-related consultancy services.

**1.2. Limitations:** The Services provided are based on visual inspections and professional opinion as of the date of the survey. They do not guarantee future conditions or take into account latent defects that are not visible during the inspection.

### 2. Use of Services

**2.1. Eligibility:** You must be at least 18 years old and have the legal capacity to enter into these Terms to use our Services.

**2.2. Client Obligations:** You agree to provide accurate and complete information necessary for us to perform the Services. You are responsible for granting access to the property and ensuring that the property is safe for inspection.

**2.3. Confidentiality:** The reports and findings provided are confidential and intended solely for the use of the client for whom the Services are performed. They may not be disclosed to third parties without our prior written consent.

### 3. Fees and Payment

**3.1. Fees:** Fees for the Services will be agreed upon at the time of booking and confirmed in writing. Any additional services requested or required beyond the scope of the original agreement may incur additional fees.

**3.2. Payment Terms:** Payment is due as specified in the invoice provided. We reserve the right to withhold the final report until full payment has been received.

**3.3. Cancellation and Refunds:** If you wish to cancel or reschedule an appointment, you must provide at least [48 hours] notice. Cancellations made within [48 hours] of the scheduled appointment may be subject to a cancellation fee.

### 4. Limitations of Liability

**4.1. Exclusion of Warranties:** To the fullest extent permitted by law, we exclude all warranties, express or implied, regarding the accuracy, reliability, or completeness of the Services provided.

**4.2. Limitation of Liability:** Our liability for any claim arising out of or in connection with the Services shall be limited to the amount paid for the Services. We shall not be liable for any indirect, consequential, or special damages, including loss of use, loss of profits, or loss of data.

**4.3. Force Majeure:** We shall not be liable for any delay or failure to perform the Services due to circumstances beyond our reasonable control, including but not limited to natural disasters, pandemics, or acts of government.

## **5. Intellectual Property**

All intellectual property rights in the reports, findings, and any other materials provided as part of the Services are owned by us. You are granted a limited, non-transferable, and non-exclusive license to use the materials solely for personal use and in accordance with these Terms.

## **6. Termination**

We reserve the right to terminate or suspend your access to the Services at any time, with or without notice, for conduct that we believe violates these Terms or is harmful to other users of the Services, us, or third parties.

## **7. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of [Country/State], without regard to its conflict of law principles. Any disputes arising out of or relating to these Terms or the Services shall be subject to the exclusive jurisdiction of the courts of [Country/State].

## **8. Amendments**

We may amend these Terms from time to time by posting the updated Terms on our website or providing notice to you by other means. Your continued use of the Services following such changes constitutes your acceptance of the updated Terms.

## **9. Contact Information**

If you have any questions or concerns about these Terms or our Services, please contact us at:

Elliot and Hill Residential Surveyors

[Address]

[Phone Number]

[Email Address]

By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms.