

9.1 Services will only be provided on the basis that those instructing us give us all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed.

9.2 Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

10. THIRD PARTY RELIANCE

10.1 Our services, including search reports and information services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent (and to this extent no term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

11. PAYMENT

11.1 The customer shall be liable to discharge all sums due under invoices raised by the Company in respect of services rendered and any disbursements within 30 days of such invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

11.2 Notwithstanding clause 2.2 in the event that any work carried out for customers requires more than nominal disbursements, the Company may require an on account payment in respect of such disbursements and until such sums are deposited shall not be obliged to undertake the contract.

12. DATA PROTECTION NOTICE/PRIVACY POLICY

12.1 Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:- Obtaining Credit Insurance Making credit reference agency searches Credit Control Assessment and analysis (including credit scoring, product and statistical analysis) Securitisation Protecting our interests We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

13. STATUTORY COMPLIANCE<

13.1 Both the Company and the customer undertake to each other that in respect of their obligations under these conditions they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974 and the Data Protection Acts 1984 and 1998 (and the Data Protection principles thereunder) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.

13.2 Without prejudice to the generality of clause 13.1 above the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the client.

14. WEBSITE

14.1 The Company's web server may collect the domain names and e-mail address of visitors to the Company's website ("the Site"). This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, etc. The Company uses this information to measure the use of the Site and to improve the content of the Site.

14.2 The Company's Site contains "links" to other sites, and every effort is made to link only to sites that share the Company's high standards, however, the Company is not responsible for the standard of any site linked to the Site.

14.3 The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to the Company (as outlined above) and for the same purposes. By using the Site you are agreeing to the use of cookies which you can prevent by adjusting the settings on your internet browser. Any prevention of cookies may affect the functionality of the Site.

14.4 The Site is provided on an "as available" basis. The Company gives no warranty (express or implied) for the services provided and it is acknowledged that the Company shall not be liable for losses of income due to disruption of the Site caused as a result of server or provider disruption.

14.5 The Company may disclose and transfer your information to a third party who acquires all or a substantial portion of our business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

15. INTELLECTUAL PROPERTY



15.1 All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service, search or software provided to you by the Company shall be and remain the sole property of the Company.

15.2 In the event that new inventions, designs or processes evolve in the performance of or as a result of our services, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

15.3 All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

15.4 All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

15.5 Each customer:

15.5.1 acknowledges and agrees that it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under this agreement or through its use of such intellectual property rights;

15.5.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

15.5.3 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

15.6 Any licence that the Company obtains from third parties (licensors) in connection with the provision of the services may be granted to the customer if necessary for the use of the services but on the following terms only: -

15.6.1 the Customer may use such third party or licensor materials and data as provided to the Customer as part of the services, within the territory, solely for the customer permitted purpose in accordance with any documentation;

15.6.2 the customer shall comply with the obligations set out in clauses 15.6.3 to 15.6.6;

15.6.3 (subject to clause 15.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the services, third party data and/or third party materials;

15.6.4 Not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

15.6.5 Only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with this agreement;

15.6.6 In the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

16. FORCE MAJURE

16.1 The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these terms and conditions, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the company shall be entitled to a reasonable extension of time for the performing of such obligations.

17. MISCELLANEOUS

17.1 If any of the provisions of these terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms shall continue to be valid.

17.2 Nothing in these terms shall affect the statutory rights of a consumer.

18. JURISDICTION

18.1 Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

CONSUMER INFORMATION WITH COMPLAINTS PROCEDURE

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or

email helpdesk@legalinx.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk
Web: www.tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Mark Allwood, General Manager, Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or email mark.allwood@legalinx.co.uk.

INDEPENDENT DISPUTE RESOLUTION

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (web www.tpos.co.uk E-mail: admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.