



CLIENT CARE INFORMATION & TERMS OF BUSINESS

1 Information about Searches UK

- 1.1 We are Searches UK Ltd, a company incorporated in England and Wales. References in these terms of business to "we", "us" and "are" should be construed as references to Searches UK Ltd. Our company number is 06603553 and our VAT number is 933 808 411. Our registered office is 1430 Montague Court, Kettering Parkway, Kettering, Northants NN15 6XR. Our contact telephone number is 0800 0431815. Our website address is www.searchesuk.co.uk and our online ordering platform can be located at www.searchesuk.spidercubed.co.uk (the "Website").
- 1.2 Searches UK Ltd is an Appointed Representative of Northcott Beaton Ltd, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 306740.

2 Standards of service

- 2.1 We operate an overarching philosophy to provide solicitors and conveyancers throughout the UK with conveyancing searches that are professional, full data searches. Our aim is always to provide searches which are competitively priced and supplied with a first class service, backed by our friendly customer care team for before, during and after sales support and client care. We provide searches in a manner that suits you – we can supply your conveyancing searches to you via our on-line case management system, by email, by fax or as postal hard copies. It is always our intention to provide you with a quality service which is fast, accurate and professional at all times. We will keep you informed of the progress of your order and return it to you as soon as possible after we receive it. We are on hand, either by telephone or email, to help with any queries you may have. Our offices are open 9am – 5pm Monday to Friday.

3 Professional standards

- 3.1 Searches UK are members of COPSO and IPSA and are registered with the Property Codes Compliance Board as a subscriber to the Search Code.

4 Concerns about service

- 4.1 We are committed to providing a high quality service to all our clients. We follow the core principles of the Search Code, which includes handling complaints speedily and fairly. If you have reason to complain, please contact us with details and we will respond to you within 5 working days to acknowledge your concerns, and within 20 working days to hopefully resolve any issues. If you remain dissatisfied with our final response, you may refer your complaint to The Property Ombudsman Scheme (TPOS) Web: www.tpos.co.uk; Tel: 01722 333 306, Email: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

5 Professional indemnity insurance

- 5.1 Searches UK carries £2 million insurance cover for your added protection and peace of mind. This applies to every search ordered through us. We are currently insured with HCC International (Policy Number PI19T727999).

6 Confidentiality

- 6.1 Confidential information received in relation to your business and/or clients will be treated as confidential. By your acceptance of these terms of business you agree that we may disclose to other persons involved in providing our services and/or searches such information we consider necessary to enable us to do so. We may also disclose your information to members of our group of companies

or in order to comply with any legal or regulatory obligations. Subject to this we shall not disclose information to any other party without your consent.

- 6.2 External firms or organisations may conduct audit or quality checks on our practice. These external firms or organisations are required to maintain confidentiality in relation to our clients. We can give no guarantee regarding the confidentiality, security or otherwise of email or fax communications which we often use to speed the process.

7 **Data Protection**

- 7.1 We use the information you provide for the provision of our services in accordance with your instructions and for related purposes including updating and enhancing client records, analysis to help us manage our business, statutory returns and for legal and regulatory compliance purposes. Our use of that information is subject to your instructions; the provisions of the General Data Protection Regulations (GDPR) 2018 and our duty to observe confidentiality. Our work on your behalf may require us to give information to third parties. You have the right of access under data protection legislation to the personal data we hold about you. We may send you information which we think may be of interest to you. Please notify our office if you do not wish to receive such information.

8 **Equality and Diversity**

- 8.1 This firm is committed to promoting equality and diversity in all of its dealings with clients, third parties and employees, and is required to produce a written equality and diversity policy. Please contact us if you would like us to send you a copy of that policy.

9 **Ordering From Us**

- 9.1 These terms of business apply when you place an order with us other than via our online ordering system. If you place an order with us via our online ordering system, our online terms of business provided to you during the online ordering process will instead apply.
- 9.2 Your order will be deemed to have been placed with us whenever we receive from you an email, telephone call or postal request or an order placed via our online ordering system] setting out the products and/or services you wish to order. Once we have received an order from you we will send you an order acknowledgement email confirming the products you have ordered (an "**Acknowledgement Email**").
- 9.3 When you place an email order with us, you must include the following information:
Full postal address, including post code, and details of required searches.
You may like to provide us with your own reference when placing orders to enable you to locate reference when it comes to accounting.
- 9.4 Our acceptance of an order takes place when we have sent you an Acknowledgement Email. . When we acknowledge the order the purchase contract will be made.
- 9.5 The fees payable by you for products and services ordered will be set out on our ordering platform and will also have been provided to you at the time you opened your account with Searches UK.
- 9.6 We may at our discretion refuse to accept an order, including without limitation for the following reasons:
(a) where goods are not available;
(b) where we cannot obtain authorisation for your payment;
(c) if there has been a pricing or product description error; or
(d) if you do not meet any eligibility criteria provided to you or set out on our Website.

10 **Payment**

- 10.1 Following our Acknowledgement Email we will invoice you for your order. Invoices must be paid within 28 days of the date of our invoice. You may make payment to us by direct debit, cheque,

credit/debit card, BACS, TT or CHAPS. We reserve the right to charge late payment fees of 15% on invoices which remain unpaid over 28 days.

- 10.2 A 2% credit card processing fee will be added to all orders paid with by credit card. A 0.5% debit card processing fee will be added to all orders paid with by debit card. There is no fee for payment by cheque or interbank transfers.
- 10.3 Products provided to you pursuant to an order will be provided to you electronically in the format of a PDF; where a printed copy has also been requested this will be sent to the address details you have provided to us.
- 10.4 Orders placed incorrectly and/or without subsequent cancellation or amendment will be carried out as per instruction and invoiced accordingly.
- 10.5 In the event that a confirmed Inventory order is carried out and the property differs from the order in terms of the level of furnishing, the additional charge(s) will be invoiced accordingly.
- 10.6 Where you place an order for an Inventory Product or an Inventory Service (as defined below) you are agreeing to Our Inventory Guidance Notes. These are available at the point of order and can also be found on our Website.

11. Pricing

- 11.1 All prices include VAT (where applicable) at the current rates. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.
- 11.2 Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on the Website.
- 11.3 Our prices are reviewed periodically and the next review will be on 30th June 2016.
- 11.4 All non-domestic energy certificates are exclusive of VAT.
- 11.5 Commercial energy certificate prices are quoted based on the information provided to us by the client/other in relation to the property size and systems. Should we be instructed to carry out the order and find that the size/systems differ to those provided to us, an additional fee will be charged to cover any additional costs.
- 11.6 Commercial EPCs fall into three levels of assessment Level 3, Level 4 and Level 5. In the event the assessment falls into a Level 4/5 assessment Searches UK will sub contract this work to a third party. Prices will differ when a level 4/5 commercial EPC is required. The Level of commercial EPC certificate is dependent on the systems present at the property.
- 11.7 All floor plan (RICS Compliant) prices shown when placing an order are based on a gross external area of up to 2000 sqft. If the property is larger than this then an additional 2.5 pence per SQFT thereafter is charged (unless agreed otherwise in writing with us).

12. Cancellation and returns policy

- 12.1 If you wish to cancel your order you must either notify us by email that you wish to cancel the order or log into our Website and use the messaging system to notify us of your wish to cancel the order. In order to receive a full refund, you must provide such notification within 1 hour of placing the order. After this time we reserve the right to charge you for all costs incurred by us in relation to the order.
- 12.2 Please note that once you have received any products ordered you shall not be entitled to a refund, as our products will be personalised for you. The provisions of this clause do not affect your statutory rights.

13 Use of our Website

- 13.1 You are permitted to print and download extracts from our Website for your own use on the following basis:

- (a) no documents or related graphics on the website are modified in any way;
- (b) no graphics on the website are used separately from accompanying text; and
- (c) any of our copyright and trade mark notices and this permission notice appear in all copies.

13.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on our Website (including without limitation photographs and graphical images) are owned by us or our licensors. For the purposes of these terms of business, any use of extracts from our Website other than in accordance with this clause 14 for any purpose is prohibited. If you breach any of the terms in these terms of business, your permission to use our Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the website.

13.3 Subject to clause 13.1 no part of the Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without our prior written permission.

14. Disclaimer

14.1 While we endeavour to ensure that the information on our Website is correct, we do not warrant the accuracy and completeness of the material on our Website. We may make changes to the material on our Website, or to the products and prices described in it, at any time without notice. The material on our Website may be out of date, and we make no commitment to update such material.

14.2 The material on our Website is provided, as is, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms of business might have effect in relation to our Website.

15. Liability

15.1 Nothing in these terms limits or excludes our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

15.2 We will not be liable to you in contract, tort (including, but not limited to negligence), misrepresentation or otherwise for any indirect loss of any kind (including, but not limited to loss of profit, business, goodwill, contracts, revenue or anticipated savings), any damage to your reputation or goodwill, any product recall costs or any other special, indirect or consequential loss (whatsoever or howsoever caused) which arise out of or in connection with these terms of business.

15.3 You acknowledge and agree that we do not take any steps to verify the accuracy or completeness of any information provided to us by third parties. We shall not be liable to you whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising in connection with incomplete, inaccurate or incorrect information provided to it by third parties.

15.4 Subject to the provisions in this clause 16.1 to 16.3 our total liability in contract, tort (including, but not limited to negligence) will be limited to the price paid on the individual order.

16. Governing Law and Jurisdiction

16.1 These terms of business shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of business shall be subject to the exclusive jurisdiction of the English courts.

17. Miscellaneous

17.1 You may not assign, sub-license or otherwise transfer any of your rights under these terms of business.

17.2 If any provision of these terms of business is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

- 17.3 These terms of business constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.4 No variation of these terms of business shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 17.5 Only the parties to these terms of business may seek to enforce them under the Contracts (Rights of Third Parties) Act 1999.