

Terms and Conditions

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

‘We’, ‘us’ and ‘our’ are references to AlphaSearch (UK) Ltd

‘Report’ means local report prepared by us in respect of the Property.

‘Property’ means the address or location supplied by the Customer or Client in the Order for the Report.

The ‘Local Authority’ means the local authority referred to in the Report.

‘Order’ means any request completed by the Customer or Client requesting the Report.

‘Customer’ means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

‘Client’ means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual domestic property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the Client.

3.5 Copies of the Report may be made for inclusion in a Home Information Pack, to comply with the provisions in the Home Information Pack (No 2) Regulations 2007 and the Housing Act 2004.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We accept liability for death or personal injury arising from our negligence.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 of Schedule 6 of the Home Information Pack (No 2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report. Our insurers in respect of the Report are:

Insurer(s): Norwich Union (Aviva Insurance Limited), Pitheavlis, Perth, Scotland. PH2 0NH, and Stewart Title Ltd, Stewart House, Pyres Hill, Exeter.

4.3

- The Local Authority will be liable for any negligent or incorrect entry in the records searched.
- AlphaSearch (UK) Ltd will be liable for any negligent or incorrect interpretation of the records searched.
- AlphaSearch (UK) Ltd will be liable for any negligent or incorrect recording of that interpretation in the search report.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Customer and/or Client has an account with us for payment of the Reports, we must receive payments for Reports in full before the Report is produced.

Confidentiality

6. All instructions and information received by us shall be dealt with by us in strictest confidence.

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

Complaints scheme

8. We subscribe to the Search Code and are registered with the Property Codes Compliance Board. We have a formal written complaints procedure for handling complaints speedily and fairly. Complaints under the Code may also be referred to the Independent Property Codes Adjudication Scheme.
www.propertycodes.org.uk

General

9. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

9.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

August 2007

Terms and Conditions

 <p>PSG is registered with the Property Codes Compliance Board as a subscriber to the Search Code.</p>	<p>PSG Franchising Ltd (T/A The Property Search Group (PSG)) 6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley S75 3SP Tel: 01226 241010 Fax: 01226 245050 Email: customerservices@propertysearchgroup.co.uk Website: www.psgalliance.com</p>
	<p>Registered in England and Wales registration number: 3674092 VAT Registered Number: 721 3017 86. Registered Office: 133 Ebury Street London SW1W 9QU</p>

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.

"Confirmation of Order" means the point at which the agreement becomes binding on both parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic or other acceptable means.

"Order Form" means the Order Form currently published on our website.

"Property" means the property address of location, the building(s), land, fixtures and all chattels of which you require a Report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.

"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/we/our" mean PSG Franchising Ltd or one of our franchised offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise PSG to do so during the ordering process.

2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

3.1 We will not be obliged to accept any Order. No contract for Services will come into force until the Confirmation of Order.

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include in or omit from the Report, any information which becomes available after the date of publication.

3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.

3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.

3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

3.7 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

4 Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.

4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.

5.2 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means.

5.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work has begun to provide the Services any refund of monies already paid will be at our discretion and you will be liable to pay any charges that have been reasonably incurred.

6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights and Proprietorship

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

7.3 Title to the PSG products which are the subject of your order shall remain the property of PSG and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its work in preparing, collating and providing personal searches. The name and address of the insurer is QBE Insurance (Europe) Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

8.2 A PSG product may contain information supplied by third parties such as Solicitors, Home Inspectors, Local Authorities, Water Authorities, HM Land Registry and Domestic Energy Assessors. Not all of the third parties providing the information may have been commissioned by PSG. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or be covered by statutory compensation arrangements. PSG will of course assist you should you need to pursue any supplier of information for defects in their reports.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers in which we search.

8.4 For all search reports we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.

8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

8.6 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.

8.8 We will use all reasonable care and skill when compiling our search reports. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £2,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.9 We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 (above) to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. However, if our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

10. Assignment

10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge a complaint within 5 working days of receipt.
- Normally deal with a complaint fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or email, 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.

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by PSG, you may refer it to The Property Ombudsman scheme (TPOs) Beckett House, 4 Bridge Street, Salisbury, Wiltshire

SP1 2LX. Tel: 01722 333306, E-mail: admin@tpos.co.uk

TERMS AND CONDITIONS OF BUSINESS

Definitions

- “PSNE”** means Property Search North East, The Stables, Wolsingham Road, Gosforth, Newcastle upon Tyne NE3 4RP
- “Client”** means any third party entering into a contract with PSNE upon the terms and conditions specified herein.

1. All work undertaken by PSNE on behalf of the Client is subject to these terms and conditions and all other conditions warranties and representations express or implied or otherwise are hereby excluded. Any work undertaken by PSNE on behalf of the Client shall constitute an offer to contract on these terms and no addition, amendment or modification thereto shall be effective unless expressly agreed in writing by an authorised representative of PSNE. The Client agrees to be bound by these terms and conditions and by placing an order shall be deemed to have accepted them. PSNE may modify the terms and conditions, discontinue or revise the Services or any element of them at its sole discretion at any time with immediate effect without prior notice and the Client's continued use of the Services constitutes acceptance of any such amendment.
2. PSNE will accept instructions from the Client for the provision of services which will include instructions to undertake searches and/or other associated activities as specifically set out in writing on PSNE's acknowledgement of order which usually would involve land, property or other structures. The provision of services may also extend to include search activities of other commercial and business interest as well as other commercial and business services provided by PSNE (“the Services”). It is agreed that these instructions will be accepted on the basis that the Client will be liable for all costs and associated expenses incurred by PSNE in carrying out this work. No contract shall be entered into until PSNE issues its acknowledgement of order describing the work to be undertaken, the charges thereof and an estimate of time for delivery of the Services. PSNE reserves the right to refuse to accept any order at any time.
3. It is agreed that in respect of all work undertaken by PSNE on behalf of the Client, that PSNE are providing the Services only on the basis that the Client provides, supplies or makes available all necessary information for PSNE to carry out the requested Services, and this will include the provision of suitable location plans and/or other necessary documentation or material, all of which will be of good accurate quality and be fit for their intended purpose.
4. PSNE will not be liable to the Client in the event that PSNE are unable to perform an obligation or to carry out the Services on behalf of the Client due to any factor outside of the control of PSNE, including but not limited to acts of God, industrial action, the default or failure of a third party, war or any other government action. In the event PSNE is so prevented from providing the Services it shall notify the Client forthwith. In the event the delay continues for a period in excess of 180 days either party may terminate the order.
5. All communications between PSNE and the Client and all information and other material supplied to or received by PSNE from the Client which is either marked “confidential” or is by its nature intended to be exclusively the knowledge of PSNE and the Client alone, shall be kept confidential unless or until both parties agree that it is or part of it is in the public domain, whereupon to the extent that it is public, this obligation shall cease. Notwithstanding the foregoing, information otherwise confidential may be disclosed to the extent that is bona fides necessary to disclose the same or part thereof on the purpose of the proper performance of the work that is being undertaken or to the extent required by law or any court of competent jurisdiction.
6. It is hereby agreed that the Services are for the exclusive use of the Client and the Client's customers and that no liability of whatsoever nature and/or however caused will pass to PSNE which may arise from any other party that has taken it upon themselves to rely on any information that may have been contained in the Services. The Services are provided for the exclusive benefit of the Client and/or its customers and the Client nor its customer shall disclose the same to any third party without the prior written consent and, where applicable, payment of an additional fee to PSNE.
7. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.
8. Irrespective of any payment arrangements that the Client may have with its customers, the Client is solely responsible for payment of all charges within 30 days from the date of the invoice. In the event any invoice is not so paid, PSNE at their sole discretion suspend the provision of any further Services to the Client, refuse any further orders (and notify its associates accordingly) and/or charge interest at a rate of 3% above Barclays Bank Plc base rate from the date such sum is due until the date of payment whether before or after any judgment.
9. It is hereby noted and agreed that following the provision of the Services that unless PSNE is notified in writing within seven days from receipt of the Services or from the date of the defect becoming apparent that there is any discrepancy, inaccuracy or any other issue with the Services it shall be deemed that the Client is satisfied with the Services and PSNE shall have no further liability with regard to such Services.
10. PSNE shall carry out all work that is undertaken with all reasonable diligence and accuracy and will expedite all requests for the provision of the Services in the most efficient manner although it is noted time shall not be of the essence in delivery of the Services.
11. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other third party sources and PSNE does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from those sources specifically cited, PSNE does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. PSNE shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in data supplied to it by third parties.
12. The Client acknowledges and agrees that all intellectual property rights in the Services are and shall remain owned by PSNE or its suppliers and nothing in the terms and conditions purports to transfer, assign or grant any rights to the Client in respect of the intellectual property rights. The Client and any person to whom it disclosed the Services agrees they will not attempt to affect any modification, merger or change to the Services nor permit any other person to do so nor will they copy, use, market, resell, distribute, merge, alter or add anything to the Services nor interfere with any trade mark or other proprietary markings on the Services, and the Client agrees to fully indemnify PSNE against any claim, losses or other damages suffered by PSNE as a result of any breach of these obligations.

13. PSNE provides warranties and accepts liability only to the extent stated in this clause 13. Nothing in these terms and conditions excludes either party's liability for death or personal injury caused by that party PSNE's negligence or wilful default. As most of the information contained in the Services provided to PSNE by others, PSNE cannot control its accuracy or completeness nor is it within the scope of the Services to check the information on the ground. Accordingly, and subject to the foregoing, PSNE will only be liable to the Client for any loss or damage caused by its negligence or wilful default and neither PSNE nor any third party providing information shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall PSNE have any liability for services used otherwise than in accordance with these terms and conditions. Save as precluded by law, PSNE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill or any other type of special indirect or consequential loss) howsoever arising. No person may rely on the Services more than 12 months after its original date, and PSNE subject to the foregoing PSNE shall have no liability to the Client after such date. In any event, the maximum liability of PSNE shall be limited to either the sum of £50,000 or the total cost of the Services carried out which form the subject of the complaint whichever is the lower.

TERMS & CONDITIONS ON WHICH THE SEARCH HAS BEEN MADE AVAILABLE

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

"We", "us" and "our" are references to Property Search North East

"Report" means local report prepared by us in respect of Property.

"Property" means local/drainage or location supplied by the Customer or Client in the Order for the Report.

"Order" means the address or location supplied by the Customer or Client in the Order for the Report.

"Customer" means the person, company, partnership or other organization placing an Order either on their own behalf as a Client, or as an agent for the Client.

"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the Basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual domestic property transaction only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

3.5 Copies of the Report may be made for inclusion in a Home Information Pack, to comply with the provision in the HIPs Regulations 2007 and the Housing Act 2004.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We accept liability for death or personal omissions of any party for whom we are not responsible.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 [local searches] of Schedule 7 of Home Information Pack Regulation 2007 to protect the Client against negligence by us and with regard to information to be include in the Report.

Insurer: Stewart Title Ltd.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Client has an account with us for payment of the Reports, we must receive payment for Reports in full before the Report is produced

Confidentiality

6. All instructions and information received by us shall be dealt with by us in strictest confidence.

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.
 - 7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.
 - 7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining term will continue in full force and effect.
 - 8.1 these terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

Aug 2007