

TERMS AND CONDITIONS OF BUSINESS – 2020 RightSearch Solutions Limited

1. Definitions

In these Terms the following words shall have the following meanings:

1.1 "Charges" means our charges for providing the Services, which will be notified to you on the Order Form.

1.2 "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.

1.3 "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the services, whichever occurs first.

1.4 "Information" means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.

1.5 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.6 "RSO" (RightSearch Online) is the RightSearch website system. You will have been supplied a username and password for accessing the website.

1.7 "Literature" means our brochures, price lists and advertisements in any type of media, including the content of the Website.

1.8 "Order" means the request for Services by You.

1.9 "Order Form" means the electronic order form on our website.

1.10 "Property" means an address or location for which RightSearch provides a Service.

1.11 "Report" means local report prepared by the suppliers in respect of the Property.

1.12 "Service(s)" means the supply of services by Us to You including but not limited to property searches, reports and other services from time to time and includes our instructions to a Supplier, on your behalf.

1.13 "Supplier" means any organisation or third party who provides data or information or reports of any form to RightSearch for the purposes of providing the Services.

1.14 "Terms" means these terms and conditions of business.

1.15 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order with RightSearch.

1.16 "Website" means one of the family of RSO websites for which we have supplied you with a username and password.

1.17 "We", "Us", "Our" and "RightSearch" are references to RightSearch Solutions Ltd whose registered office is at Sophia House, 28 Cathedral Road, Cardiff CF11 9LJ.

2. Agreement

2.1 The agreement between You and RightSearch shall come into existence when RightSearch accepts your completed Order.

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and RightSearch to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by RightSearch. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3. Services

3.1 RightSearch shall use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and RightSearch does not warrant the accuracy or completeness of such information or data.

3.2 RightSearch will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.

3.5 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.

3.6 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 expressed otherwise, the Charges will include VAT at the applicable rate.

4.2 RightSearch reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.

4.4 Statements will be sent out monthly, on the first working day of each month detailing all orders outstanding.

4.5 If paying by cheque, payment is due within 15 working days of date of statement/invoice.

4.6 When paying by credit card, we automatically receive proof of payment.

4.7 If your account is set up for BACS payments, payment is required within a maximum of 15 working days from the date of statement.

4.8 If your account is set up for Direct Debit, we will collect the payment directly from your bank.

4.9 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.

4.10 Invoices will be sent to you electronically (or made available online) confirming individual items of an order and the Charges for that order.

4.11 All payments are dealt with under the Late payment of commercial debt (Interest) Act 1998 and its amendments (2002, 2013 & 2018)

5. Cancellation of Services

5.1 If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and in any event within 24 hours after the Order has been submitted. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

5.2 Save as provided in Term 5.1 You will have no right to cancel an Order and any payments You have made shall not be refundable.

6. Termination

6.1 RightSearch may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:

(i) You fail to make any payment due in accordance with Term 4;

(ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or

(iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

6.3 RightSearch reserves the right to refuse to supply any or all Services to You without notice or reason.

7. Events Beyond Our Control

7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement.

8. Warranties and Limitation of Liability

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.

8.3 As the information contained in the Services is provided to RightSearch by its Suppliers, RightSearch cannot control its accuracy or completeness, nor is it within the scope of RightSearch's Services to check the information provided by its Suppliers. Accordingly, RightSearch will only be liable to You for any loss or damage caused by its negligence or wilful default and RightSearch shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall RightSearch have any liability if the Services are used otherwise than in accordance with these Terms.

8.4 RightSearch shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by RightSearch.

8.5 In any event, and notwithstanding anything contained in these Terms, RightSearch's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events.

8.6 RightSearch shall not be liable for any defect, failure or omission relating to the Services that is not notified to RightSearch within six months of the date of the issue becoming apparent.

8.7 RightSearch shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

8.8 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law

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

8.10 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).

8.11 We have insurance in place to meet the requirements of The Search Code as regulated by The Property Codes Compliance Board (PCCB) 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:

Professional Indemnity Insurance: Tokio Marine HCC, 1 Aldgate, London, EC3N 1RE

Private Local Authority Reports Warranty: Stewart Title Ltd, Stewart House Pynes Hill, Exeter, Devon EX 5AZ,

(i) RightSearch will be liable for any negligent or incorrect entry in the records searched. However as RightSearch cannot guarantee the accuracy of these records as they are maintained by the Local Authority, it has put in place private report warranty cover which protects the client against any financial loss suffered in such circumstances

(ii) RightSearch will be liable for any negligent or incorrect interpretation of the records searched.

(iii) RightSearch will be liable for any negligent or incorrect recording of that interpretation in the report

9. Intellectual Property Rights

9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either RightSearch or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with RightSearch change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.

9.5 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

10. Assignment & Title Retention Clause

10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

10.2 We may assign the agreement or any part of it to any person, firm or company.

10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.

11. General

11.1 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

11.5 Unless otherwise stated in these Terms, all notices from You to RightSearch or vice versa must be in writing and sent to RightSearch's registered office address or Your address as stipulated in the Order.

11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

11.7 In providing Search Reports and associated Services, Rightsearch will comply with the SearchCode.

12. 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 site www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsmans final decision.