



PSG is registered with the Property Codes Compliance Board as a subscriber to the Search Code

PSG Franchising Ltd (T/A The Property Search Group (PSG))
6 Great Cliffe Court, Great Cliffe Road, Dodworth, Barnsley S75 3SP
Tel: 01226 246644 F: 01226 245050
Email: customerservices@propertysearchgroup.co.uk
Website: www.psgconnect.co.uk

Registered in England and Wales registration number: 3674092
VAT Registered Number: 721 3017 86
Registered office: 133 Ebury Street London SW1W 9QU

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.

"Client" means each of the following: (i) a person who appoints an adviser to perform services in connection with the property to which a Report relates; (ii) a person who is acquiring (or is considering acquiring) an interest in or charge over the property to which a Report relates; (iii) where a Report is taken into account in a valuation of the property to which it relates, a person who has or acquires an interest in the property and places reliance on that valuation; and (iv) any person who acts in a professional or advisory capacity for any of the above.

"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 communicating or sending it to Us by electronic or other acceptable means.

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

"PSG" means the party from whom You order the Services which may be PSG Franchising Limited, PSG Energy Limited, or any one or a combination of affiliated franchised businesses.

"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 an Order to us which shall enable Us to provide the Services to You.

"Third Party" means any person that is not within the definition of "Client" "Us/We/Our" or "You/Your"

"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 to You.

"Services" means Our compilation and/or delivery of reports/documents to You.

"Us/We/Our" mean PSG Franchising Limited, PSG Energy Limited or one of Our franchised businesses , 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 in accordance with relevant Data Protection legislation 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 or at any other time.

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 Order.

3. The Services

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

3.4 PSG Offers two types of PSG Local Search to Clients:

Type 1 (Premium PSG Local Search), which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R;

Type 2(Standard PSG Local Search), which provides the same or a more detailed level of information as is contained in the Local Authority LLC1 and CON29R; however in the event that parts of the information (most frequently Building Regulations and/or Traffic Schemes) required for a search report are unavailable altogether or by reason of excessive delay or charging, PSG will supply comprehensive insurance cover for such missing information as set out at 8.2 below.

3.5 By submitting an Order You shall be deemed to have acknowledged and accepted these Terms and Conditions and your continued use of Our Services shall be an express acceptance of these Terms and Conditions as varied from time to time.

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 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 recoup our costs associated with recovery of the same.

5. Your Obligations

5.1 You will provide us with the Required Information in Your Order. If You are ordering a PSG Local Search You will indicate the type of Search that you require (Type 1 (Premium) or Type 2(Standard)) as per 3.4 above. 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, any Third party 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 You cancel Your Order after it has been accepted and work has begun to provide the Services any refund of monies already paid will be at Our discretion and You will remain 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 to You 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 and Services 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 to Us in full.

8 Limitation of Liability

8.1 PSG has in place Professional Indemnity Insurance of £5m in respect of each and every claim in respect of its work in preparing, collating and providing a Report. The name and address of the primary insurer is QBE Insurance (Europe) Ltd of Plantation Place 30 Fenchurch Street London EC3M 3BD. The insurer of the excess layer is OIM Underwriting Limited of 117 Fenchurch Street London EC3M 5DY

8.2 For all personal search reports where there are unanswered questions (for example in a Type 2 (Standard) Search) We will supply unique indemnity insurance of up to £1m at no additional cost to You which will cover any liability arising from such unanswered questions in personal searches for Adverse Entries 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 by First Title Insurance Plc, 13th Floor, International Press Centre, 76 Shoe Lane, London EC4A 3JB. Copies and/or details of this insurance are available upon request from Our office address, or electronically by email.

8.3 It is your responsibility, where the value of the property exceeds the amount set out in 8.1, to inform us before or upon receipt of our service/report so that we may arrange additional or alternative insurance cover to take into account the increased value otherwise any claim against us will be limited to the amount set out in clause 8.1

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

8.5 We shall not accept any responsibility or liability for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by You.

8.6 A PSG Report may contain information supplied by a Third Party such as a Solicitor, Environmental and Contaminated Land reporter, Chancel Searcher, Local Authority, Water Authority, HM Land Registry and/or a Domestic Energy Assessor. We may also supply (as intermediary) a Report that has been wholly created by Third Parties. These Third Parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or to be covered by statutory compensation arrangements. We shall not accept liability for any loss or consequence of the act or omission of a Third Party except that We shall, at Your request and expense, provide reasonable assistance in any claim brought by You or a Client of yours against a Third Party data provider concerning the supply by that Third Party of an incorrect or incomplete Report and shall, where possible, assign to You (or a Client at Your direction) at Your cost the benefit of any warranty, guarantee or indemnity given to Us by such Third Party data provider or of which We have the benefit. Where a Third Party is the supplier of the product or service the Third Party's own terms and conditions shall apply.



8.7 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).

8.8 We shall not be liable to You for any loss caused by any failure by You or your Client to have in place all necessary means of receiving the Services, the maintenance of internet access, email facilities and security measures

8.9 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.

8.10 We acknowledge that You may make Reports available to Clients in the normal course of your business and agree that where You do so then any such Client shall have the benefit of and may enforce Your rights under this Agreement as if the Client were a party to this Agreement.

8.11 We shall not be liable for any loss or damage sustained by You or any other Third Party directly or indirectly whether in contract, tort or otherwise making use of or relying on a Report unless and then only to the extent that such loss and damage shall be the direct consequence of the fraudulent or negligent act or omission of Us and/or breach of these terms and conditions by Us.

8.12 PSG does not exclude or restrict its liability for personal injury or death caused by negligence or any other liability the exclusion or restriction of which is expressly prohibited by law

8.13 Without prejudice to the foregoing, our liability in connection with or in relation to this Agreement to you and any Third Party for each claim or (where there is a set of related claims) each set of related claims (whether in contract, tort or otherwise), for any breach of obligation, default, act, omission, negligence or statement of or on behalf of us, our employees, servants, agents, sub-contractors or data providers; shall not exceed for each such claim or (where there is a set of related claims) each set of related claims the sum of five million pounds or such higher amount expressly agreed in writing between the parties in advance of commissioning the relevant Order.

9. Force Majeure

9.1 We will not be liable for any failure to perform the Services due to any event beyond Our reasonable control. However, if Our performance of the Services is delayed due to any 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 You and Us 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 these 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 any party to this agreement unless permission is granted by the party to which the data refers.

Important Consumer Protection Information

This search has been produced by the PSG Franchise identified on the front page of the report; the franchises of PSG Franchising Limited (Head Office 6 Great Cliffe Court Great Cliffe Road Dodworth Barnsley S75 3SP) are collectively registered with the Property Codes Compliance Board (PCCB) as subscribers 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 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 all search services comply with the law, registration rules and standards.
- 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. The PSG complaints procedure is as follows:

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

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 compensation of up to £5,000 to you if he finds that you have suffered actual loss 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

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

Financial Services Authority:

PSG is an appointed representative of Conveyancing Liability Solutions Limited which is authorised and regulated by the Financial Services Authority

