

## **Terms and Conditions**



### **Definitions**

1. In these terms and conditions, the following words shall have the following meanings:  
“We”, “us” and “our” references to Nationwide Personal Searches of The New Stables, Cams Hall Estate, Fareham, Hampshire, PO16 8UT. Registered in the U.K Company Number 05839953

“Report” means personal Local Authority Search 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.

“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 Where answers have been obtained only from public registers. Full information can be obtained from the Council’s relevant department upon written request together with the appropriate fee.

3.3 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any changes 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.

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

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

3.6 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.

### **Liability and Insurance**

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

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

4.4 We have insurance in place to meet the requirements of paragraphs 4 and 7 (local searches) 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): AIG Europe (UK) Limited, The AIG Building, 58 Fenchurch Street, London, EC3M**

4.5 The Relevant Local Authority will be liable for any negligent or incorrect entry in the records searched.

NPS Limited will be liable for any negligent or incorrect interpretation of the records searched. NPS Limited 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.

5.3 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 the strictest confidence.

### **Copyright**

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

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

7.4 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**

8 NPS Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the code is that firms will handle any complaints both speedily and fairly.

We have a formal written complaints procedure for handling complaints. Should you wish to make a complaint, please contact us using the details shown below. It will then be handled as follows:

8.1 Produce a formal written complaints procedure and tell you what it is:

8.2 Your complaint will be acknowledged within 5 working days of receipt:

8.2 NPS Limited will normally deal with complaints within 20 working days of receipt:

8.3 NPS Limited will keep you informed by letter, telephone, or email as you prefer, if we need more time:

8.4 NPS Limited will provide a final response at the latest within 40 days of receipt:

8.5 NPS Limited will liaise, at your request, with anyone acting on your behalf.

9 If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs) Tel: 01722 333 306 or e: mail admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

## **General**

10 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.

10.1 These terms shall be governed by English Law and shall be subject to the jurisdiction of the English Courts.