

## TERMS & CONDITIONS

### Definitions

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

'We', 'us' and 'our' are references to FastSearch Limited

'Report' means local search 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.

'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 In providing search reports and services we will comply with the Search Code

### 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 shall not be liable for any incorrect entry or omission in the records searched held by the local authority, however, insurance provided with this search provides cover for errors and omissions in local authority data and records.

4.2. We accept liability for any incorrect interpretation of the records held by the local authority or any omission of such data made available by the local authority

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

### 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 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 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 terms 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

## **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. 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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience 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  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

## **FastSearch Personal Indemnity Insurance**

Name of Insurer: QBE Insurance Group (QBE)  
Limit of indemnity: £2,000,000 (in any one claim)

**Updated May 2022**