

## **Definitions**

**“We”, “Us”, “PIC” and “Our”** are references to Property Information Company Limited, a Company Registered in England and Wales under Company Number: 09778810.

**“You” and “Your”** are references to the Customer.

**“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.

**“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.

**“Client”** means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property.

**“Services”** means the supply of services by us to you (excluding any third-party Services). Any Services we provide will be on these Conditions, as may vary from time to time, to the exclusion of all other Terms and Conditions.

**“Consumer”** means a consumer defined in the Consumer Protection (Distance Selling) Regulations 2000

**“Information”** means any information supplied by you to us in connection with the provision of the Services including any information provided by you on any order forms.

**“Search Pack”** means a product that combines search products from multiple areas into a single pack for convenience of ordering.

**“Literature”** means our Search Packs, price lists and advertisements in any type including media and content of the Website.

**“Report”** means any Search or Information prepared in respect of the property.

### **1. Ordering Services**

All orders must be in writing via post, or Email. [info@picsearches.com](mailto:info@picsearches.com). All verbal orders **must** be followed in writing or the order will be deemed invalid.

### **2. Price**

- a) The price payable for each of the Services and the third-party services is the price in pounds sterling as set out in the Literature or the price provided in writing (e.g. as a quote). If the price payable is exclusive of VAT this shall be clearly indicated in our Literature and you will be additionally liable for the same (and/or for any other applicable taxes).

- b) The price set out in the Literature is inclusive of delivery charges, this shall be in an electronic format, unless an alternative format has been agreed in writing.
- c) You understand and acknowledge that some product pricing will vary due to the nature of local influencing factors such as differences in Local Authority charges, Geology, third-party costs and other factors outside Our control.

### **3. Payment**

- a) Payment is immediately due upon ordering the product or service – no order will progress until payment has been made in full or other payment arrangements have been agreed in writing.
- b) If you are a business, you may request a 30-day credit account by emailing [accounts@picsearches.com](mailto:accounts@picsearches.com). Please note We reserve the right not to accept a credit account request for any reason whatsoever and by making a request, you explicitly agree to Us making further checks with a Credit Reference Agency.
- c) All invoices must be paid within 30 days of the date of our invoice; unless agreed differently in writing. We reserve the right to charge interest at the rate of 2% per month on the invoice value, on any overdue payments for our reasonable costs and expenses incurred as a result of late payments.

### **4. Changes to Services**

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

### **5. Cancellation**

Any oral cancellation of an order or the Services must be confirmed in writing within 24 hours; You shall remain liable for any expenses or disbursements we may have incurred, prior to your notice of cancellation being received and processed by Us. All disbursements incurred up to the point of cancellation, will become immediately payable.

### **6. Breach of Conditions**

If we suspect that you are or may be in breach of these Conditions or if we become aware of any allegation or claim that you may be in breach of these Conditions, we may in our sole discretion, without notice to you or liability, penalty or obligation on our part, suspend, interrupt or terminate the performance of the Services.

### **7. Our Rights**

## Search Product Term and Conditions

- a) We reserve the right without notice or liability to you, to: take any action we deem appropriate relating to the Services; or to defer the date of performance or to cancel the provision of the Services.
- b) If we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, governmental actions, emergency, acts of terrorism, protests, riot, war or national civil commotion, explosion, fire, acts of God, flood' epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
- c) Provided that, if the event in question continues for a continuous period in excess of 40 days, you shall be entitled to give notice in writing to us to terminate the agreement; or accept instructions and orders only where you are the principal, and are liable directly to us for payment of our account.

### 8. Your Obligations

You agree: to instruct us as a principal, and that you will be liable directly to us for payment of our account; that you have all the necessary permissions and consents to enable us to use the information for the provision of the Services; that we will not be infringing the rights of any third party connected to the information and that the Services are provided at your direction and all content for the Information is provided by you; and that we will not be breaching any confidentiality or contractual obligations in supplying the services to you.

### 9. Searches and Reports

- a) We will use all reasonable care in acquiring information to be provided to You. However, such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report.
- b) We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.
- c) When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

### 10. Compliance

## Search Product Term and Conditions

In providing property search reports and services the Company will comply with the Search Code.

We subscribe to the Property Codes Compliance Board (PCCB) search code and are affiliate members of COPSO (Council of Property Search Organisations), ensuring all of our searches bear the stamp of quality and are fully compliant with the CML handbook.

We are covered by up to £5 million per claim in Information Accuracy Insurance, as well as PI cover for each search making doubly sure that we're always prepared for any mishap.

### **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.

## **11. Warranties and Limitation of Liability**

- a) We do not guarantee or warrant:

## Search Product Term and Conditions

The services of third-party service providers but assign to you any warranties given by the third party provider. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded, including where permitted any implied warranties of fitness for a particular purpose.

b) We shall not be liable for:

Any consequential or indirect loss including, but not by way of limitation, loss of profit or loss of contract; loss of good-will, reputation or otherwise, which arise out of or in connection with the Services, or the agreement; the services of any third-party service providers; or any inaccuracy, omission or other error in any part or parts of a search or report which arises from any inaccuracies, omissions or errors on a public register. In addition to the foregoing, we shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to your software, data or computer equipment, or any other property resulting from your access to, use of or browsing of the Website; as a result of downloading any material, data, text, images, video or audio from the Website; by the contents of or your access to, any website linked to the Website; by inaccuracies or typographical errors of information in the instruction.

- c) In any event our total liability to you in contract or in tort shall not exceed £5,000,000 in respect of any single claim, event, or series of related claims or events. Nothing in these Conditions excludes or limits our liability for personal injury or death caused by our negligence, or for fraud. Any services other than our Services, which are advertised in the Literature, are for information only, and we are not responsible for any such services which you may use as a result of our recommendation or otherwise. Any such third-party services may be subject to the terms and conditions of the relevant third-party service provider.

## 12. Indemnity

- a) You agree to indemnify us and keep us indemnified from and hold us on demand and 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, penalties and legal and other professional costs and expenses) arising out of or in connection with: any breach by you of your obligations or these Conditions; or any claim by a third party that the Services infringe any rights of a third party or any applicable UK or international legislation or regulations.
- b) You agree to pay all costs, damages, awards, fees and judgments finally awarded against us arising from such claims and you will provide us with notice of all claims

or allegations, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims at your sole expense.

**13. Intellectual Property Rights**

You acknowledge and agree that any and all copyright connected with the design and development of our Website and the contributory software written by us, or our suppliers belong to or are licensed to us.

All trademarks, trade names and domain names which appear in the Literature belong to us, or to the relevant third-party suppliers.

**14. Reliance by Third Parties**

Our Services and any third-party services are provided solely for your use, or the use of your clients on whose behalf you have commissioned the services, or where appropriate your clients mortgagee and shall not be used or relied upon by any other third party, without our written consent.

**15. Confidentiality**

- a) All instructions and information received by us shall be dealt with by us in the strictest confidence.
- b) 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 (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

**16. General**

- a) You shall not be entitled to assign the agreement or any part of it without our prior written consent. We may assign the agreement or any part of it to any person, firm or company.
- b) The parties to these Conditions do not intend that any term of these Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Conditions.
- c) 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.

## Search Product Term and Conditions

- d) 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.
- e) 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.
- f) Your order form(s) and these Terms and Conditions constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties. No oral explanation nor oral information given by any party shall alter the interpretation of these Conditions.
- g) You have not relied upon our representations save insofar as the same have been expressly incorporated in these Conditions 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 Conditions.

### 17. Agreement

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.

### Important Consumer Protection Information

Property Information Company 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. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### Complaints

All complaints must be in writing to:

Mr Adam Freedman  
Managing Director  
Property Information Company Limited  
Langley House  
Park Road  
London N2 8EY  
Telephone number: 0207-637-3383  
E-mail address: [complaints@picsearches.com](mailto:complaints@picsearches.com)

**Information for clients**

**The Property Ombudsman Scheme 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](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

**PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**