

## TERMS AND CONDITIONS OF SALE

**Please read these terms of sale carefully before placing your order and retain a copy of these terms and your order for future reference.**

### 1 General

- 1.1 These terms and conditions apply to all dealings in respect of the Services between The Vesey Partnership Limited (registered no. 06561374) whose registered office is at 1 Trinity Place, Midland Drive, Sutton Coldfield, B72 1TX, trading as "Searchpoint" ("the Company"), and any customer which submits one or more Search Requests in accordance with these terms and conditions ("the Customer").
- 1.2 The Customer agrees to be bound by these terms and conditions by electronically accepting them during the ordering process or by submitting any Search Requests.
- 1.3 The Company reserves the right to decline the provision of the Services to any Customer and will endeavour to notify the Customer of such decision in writing or electronically.
- 1.4 The Company reserves the right to amend these terms and conditions from time to time. The amendments will come in to force on the date stipulated on the amended Terms and Conditions.

### 2 Definitions

"Terms and Conditions, The Conditions" means the Terms and Conditions set out in this document.

"The Contract, Agreement" means the contract for provision of Services and Products by us to you.

"The Customer, You" means the company/firm given on the registration screen during the registration process or any user of the Website.

"Order, Search Requests" means a request from the Customer for any Service or Products from Us, made using the Website..

"Services and Products, Search Results" means any property search, data, information or other materials provided by the Data Provider in response to an order from you.

"Website" means our website for the provision of the Services and Products which is currently [www.Searchpoint.com](http://www.Searchpoint.com).

"The Company, Us, We, Our" means The Vesey Partnership Registered office 1 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands, B72 1TX. Registered number 06561374(England and Wales ) VAT No. 936 3787 81.

"Data Provider" means any supplier of products or if an intermediary is used the supplier of the product to the intermediary.

### 3 Acceptance of Terms and Conditions

- 3.1 In order to use our Services you are required to register with us through our Website. By creating an account you agree to accept our Terms and Conditions.
- 3.2 When placing an order through the Website you are required to acknowledge that you accept these Terms and Conditions. By acknowledging that you accept these Terms and Conditions you agree to be bound by them
- 3.3 If the person accepting these Terms and Conditions is an employee of an organisation, by doing so that person warrants that he/she is authorised to purchase the Services and Products on behalf of his/her organisation and acknowledges that the organisation will be treated as the Customer under these Terms and Conditions.

### 4 First Title Insurance plc. Insurance Products

- 4.1 Searchpoint provides access to First Title Online, an online insurance service provided by First Title Insurance PLC. Users can access this system from the Searchpoint website however Users need to be aware that when accessing this service the User has transferred to First Title's Website and any information given including personal data is being given to First Title Insurance PLC and is the subject of their website terms and conditions and privacy policy. A copy of which can be provided on request. Searchpoint is a trading name of The Vesey Partnership Limited, an appointed representative of First Title Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202103.
- 4.2 First Title Insurance products are only intended for resale to the legal profession and are not intended for resale direct to consumers. If you are a consumer and you are interested in purchasing insurance products from us please ask your legal representative to contact us. Your legal representative will be able to assess the suitability of this policy for your needs depending on your property transaction.

### 5 Charges

- 5.1 The description and price of the Services and Products that you wish to order will be as shown on our Website prior to you placing your order. We may revise our prices from time to time by publishing the modified price list on our Website.
- 5.2 Every effort is made to ensure that prices shown on our Website are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, we will refund or credit you for any sum that has been paid by you or debited from your debit/credit card for the services and products.
- 5.3 The price of the Services and Products are inclusive of VAT, VAT will be shown separately at order confirmation prior to order acceptance.
- 5.4 You will be responsible for paying for our Services and Products when you submit a Search Request by clicking on the "order" button at the end of the process even if you make an error in providing the search address or request a search by mistake. The risk of input or submission of information is with the Customer. The Customer entering an incorrect address or requesting searches in error will not remove or limit the Customer's obligation to pay the Charges in respect of any Search Request.
- 5.5 The Company will provide an order confirmation for each transaction which will be sent electronically to the Customer

- 5.6 The customer may pay the Charges at the time the order is placed by either a credit or debit card or can opt to receive an invoice. The Invoice will be sent on a weekly basis at the end of each week and will include all searches ordered during that week. The Invoice is sent by email to the Customer to the email address as advised.
- 5.7 If the Customer has chosen to receive weekly invoices the invoices will be payable by cheque, electronically or by Direct Debit.
- 5.8 If the customer wishes to pay the weekly invoices by cheque or by electronic means, payment will be made upon receipt of the invoice.
- 5.9 If You wish to pay via Direct Debit You agree to complete the Direct Debit Mandate and agree to paying the invoiced sums by Direct Debit when requested. The Payment collection date will be advised on the weekly invoice and will normally be 3 working days from the date of the invoice.
- 5.10 You agree that the person signing the Direct Debit Mandate is:
  - 5.10.1 Authorised to sign the Direct Debit Mandate
  - 5.10.2 The only person required to sign the Direct Debit Mandate on behalf of the Company.
- 5.11 The customer will be given 3 working days advance notice of the Direct Debit collection during which any disputes or disagreements should be raised.
- 5.12 The Company shall be entitled to charge the Customer interest at 5% over the Bank of England base rate in force in respect of any invoices not so discharged and reserves the right to suspend or discontinue the Services without notice to the Customer until such invoices have been paid in full.

## 6 Delivery

- 6.1 The services and products you order will be delivered electronically to the Website and a notification will be sent to the email address you have given. You will be responsible for any additional costs associated with an alternative method of delivery. Postal deliveries are not included within the charges and may be subject to additional costs.
- 6.2 Every effort will be made to deliver the goods as soon as possible after your order has been completed. However, we will not be liable for any loss or damage suffered by you through any delay in delivery.

## 6 Your right of cancellation

- 6.1 Under the terms of the Consumer Protection (Distance Selling) Regulations 2000 you have the right to cancel the contract between us within 7 working days of the day after the date on which the contract for the provision of services is concluded. This right to cancel does not apply to products which have been made or supplied to your specifications or to services once performance of those services has started with your approval. You acknowledge that our services commence when we have received your order and a confirmation of that order, which may be printed by you, has been sent to you. Your right to cancel under these terms and conditions therefore ceases at that time.
- 6.2 To exercise your right of cancellation, you must give written notice to us by hand or post, telephone or email, at the address, telephone number or email address shown below giving details of the order reference number and property address.
- 6.3 Once you have notified us that you are cancelling the order we will credit you within 30 days for any sum that has been paid by you or debited from your credit card for the

goods less an amount that covers the exact costs incurred for products or services purchased in processing your order to date.

6.4 Cancellation details:-

Postal address: The Vesey Partnership Ltd, 1 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands B72 1TX.

Email: support@Searchpoint.co.uk

Phone: 0845 680 5608

7 Liability

7.1 The Company 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.

7.2 The Customer acknowledges and accepts that the Company only provides the Services to it on the express condition that the Company will not be responsible for nor shall it have any liability to the Customer, the Customer's clients or any other third party directly or indirectly whether in contract tort or otherwise for:

7.2.1 inaccuracies or errors in or omissions from any Search Results provided by a Data Provider;

7.2.2 inaccuracies or errors in or omissions from any register or other information source maintained or used by a Data Provider; or

7.2.3 any act or omission of a Data Provider.

7.3 The Company shall not be liable for any loss or damage sustained by the Customer, the Customer's clients or any other third party directly or indirectly whether in contract tort or otherwise making use of or relying on the Search Results including but not limited to any loss or damage resulting as a consequence of:

7.3.1 any failure by the Customer to have in place all necessary means of receiving the Search Results, the maintenance of Internet access, appropriate email facilities and security measures; or

7.3.2 inaccuracies or errors in or omissions from any Search Results; or

7.3.3 any Search Request which is inaccurate, incomplete, illegible, out of sequence or in the wrong form or in respect of the wrong property or arising from late arrival or non-arrival thereof,

7.4 The Company shall not be liable to the Customer or any third party for any loss of profits or contracts (whether direct or indirect) or for any indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

7.5 The Customer acknowledges and accepts:

7.5.1 that electronic information sent via the Internet can be affected by errors in transmission, destructive programs and or information introduced maliciously by third parties such as viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Whilst the Company will use its reasonable endeavours to procure that such destructive programs are restricted it is not liable for the presence of such programs in the Search Results

7.5.2 and that the Company has no control over the Internet or documentation transmitted by email or via the Internet. The Services do not include protection for or privacy of such information.

- 7.6 The Company shall not have any liability to any third party except in accordance with the Company's terms and conditions or except as otherwise expressly agreed in writing by the Company.

## 8 Warranties

### 8.1 The Company warrants that:

- 8.1.1 the Services will be performed with reasonable skill and care;
- 8.1.2 it is authorised to provide the Services on the terms set out in this Agreement and
- 8.1.3 the provision of the Services will not infringe any third party rights.

### 8.2 The Company does not warrant that:

- 8.2.1 The Services will meet the Customer's individual requirements or the individual requirements of the Customer's clients or any other third party and the Customer acknowledges that it is the responsibility of the Customer (or the Customer's client) to ensure that the Services and Search Requests (including without limitation the property identification) meet its requirements; nor that
- 8.2.2 any information provided by a Data Provider will be accurate or complete, but the Company shall, if so reasonably requested and where possible, assign to the Customer at the Customer's cost the benefit of any warranty, guarantee or indemnity given by such Data Provider to the Company.

### 8.3 The Customer warrants that:

- 8.3.1 the information supplied by the Customer when completing and submitting the Registration Form is true, accurate and complete and that it will notify the Company in writing of any changes in such information; and that it/he/she:
- 8.3.2 will keep confidential and secure all user names and passwords used in relation to the Services and accepts that use of a user name and password allocated to a Customer shall constitute sufficient authority to the Company to perform the Services and be entitled to payment for so doing; and
- 8.3.3 will obtain and maintain suitable equipment including hardware, software and communication links necessary to allow the Customer to access the Services and receive electronic communications from the Company.

- 8.4 The terms set out in this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

## 9 Termination

- 9.1 Either of us may terminate our Contract at any time by giving not less than 7 days written notice to the other unless one of us commits a material breach of its obligations under these Terms and Conditions and, where the breach is capable of remedy, fails to remedy such breach within 7 days of receiving notice in writing from the other to so remedy.
- 9.2 In addition, we may terminate your account with immediate effect if you fail to pay any outstanding invoice in accordance with these Terms and Conditions or you are unable to

pay your debts as they fall due within the meaning of Section 123 Insolvency Act 1986, a receiver or administrator is appointed over or in relation to your assets or a resolution is passed or an order made for your winding up (or an event occurs within the jurisdiction of the country in which are situated which has a similar effect to any of these in the UK) or any information, assurance or warranty given to us by you, whether in these Terms and Conditions or otherwise is found to be incorrect, insufficient or misleading in any material respect.

## 10 Consequence of termination

10.1 On termination of your account we shall;

- 10.1.1 continue to provide any service or product paid for before the date of termination;
- 10.1.2 If possible, cancel any service or product which has not been paid for;
- 10.1.3 only release to you any service or product that has not been paid for upon payment of the outstanding amount
- 10.1.4 terminate your account and cancel any password(s) and
- 10.1.5 cease to be under any further obligation to provide the service or product to you.

10.2 Termination of these Terms and Conditions is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of these Terms and Conditions which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.

## 11 Data protection

11.1 Please read our Privacy Policy, which explains how we use and protect the information that you provide to us.

## 12 Applicable law

12.1 These terms and conditions and the supply of the services or products will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.

## 13 Complaints

13.1 If you are unhappy with any aspect of our service please contact us at The Vesey Partnership, 1 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands B72 1TX or telephone 0845 6085608

## 14 Force Majeure

14.1 Neither of us shall be liable to the other for a delay in performance or non-performance if due to an Event or Force Majeure.

14.2 An Event or Force Majeure means an event beyond your or our reasonable control such as:-

- (a) acts, defaults or omissions (including breach or termination of contact) of suppliers.
- (b) any change in law or regulation (by introduction, amendment or otherwise) or any change in the interpretation or application of any law;



- (c) act of God, fire, explosion or flood or other natural disaster, outbreak of hostilities, riot, civil disturbance or acts of terrorism;
- (d) failure of public utilities (gas, electricity, post, telecommunications) or the internet;  
or
- (e) theft or malicious damage.

14.3 No event shall be treated as an Event of Force Majeure if it is attributable to our or your wilful act or omission or failure to take reasonable precautions or to exercise due care and diligence.

## 15 Website Terms and Conditions

15.1 The terms and conditions of use that govern the Searchpoint.com website are provided below. Please read these terms carefully before using the website. Using the website indicates that you accept the Website terms and conditions. If you do not accept the terms, please do not use the website.

### WEBSITE TERMS AND CONDITIONS

ATTENTION: THIS LEGAL NOTICE APPLIES TO THE ENTIRE CONTENTS OF THE WEBSITE UNDER THE DOMAIN NAME WWW.SEARCHPOINT AND TO ANY CORRESPONDENCE BY E-MAIL BETWEEN US AND YOU. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE. USING THE WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE WEBSITE. THIS NOTICE IS ISSUED BY THE VESEY PARTNERSHIP LTD REGISTERED OFFICE 1 TRINITY PLACE, MIDLAND DRIVE,, SUTTON COLDFIELD, WEST MIDLANDS, B72 1TX. REGISTERED NUMBER 06561374 (England and Wales ), VAT No. 936 3787 81

#### 1 Introduction

- a. You will be able to access the Website free of charge without registering your details with us.
- b. By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- c. We may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.
- d. All orders and purchases made on the Website will also be governed by the Terms and Conditions of Sale displayed when you make your purchase.

THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

#### 2 Licence

- a. You are permitted to print and download extracts from the Website for your own use on the following basis:
  - (a) no documents or related graphics on the Website are modified in any way;
  - (b) no graphics on the Website are used separately from accompanying text; and
  - (c) The Vesey Partnership Ltd copyright and trade mark notices and this permission notice appear in all copies.

- b. Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by The Vesey Partnership Ltd or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- c. Subject to paragraph 2.1 no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our written permission.
- d. Any rights not expressly granted in these terms are reserved.

### 3 Service access

- a. While The Vesey Partnership Ltd endeavours to ensure that the Website is normally available 24 hours a day, we will not be liable if, for any reason, the Website is unavailable at any time or for any period.
- b. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- c. We shall not be liable for any telephone or other costs that you may incur in connecting to the Website.

### 4 Visitor material and conduct

- a. Other than personally identifiable information, which is covered under the Privacy Policy any material you transmit or post to the Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material.
- b. You are prohibited from using the Website to disseminate any material:
  - (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience or which is otherwise dysfunctional;
  - (b) for which you have not obtained all necessary licenses and/or approvals;
  - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
  - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- c. You may not misuse the Website (including, without limitation, by hacking, gaining unauthorised access to other computer systems, interfering with any other persons use or enjoyment of the Website, interfering or disrupting networks or Website connected to the Website or making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner).
- d. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone in breach of paragraphs 4.b or 4.c.
- e. You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgement by a court of competent jurisdiction and all settlement sums paid by us as a result of any settlement agreed by us arising out of or in connection with any breach by you of paragraph 4.a to 4.d including without any claim by any third party.



## 5 Links to and from other Websites

- a. Links to third party Websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party Websites and do not control and are not responsible for these Websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to the Website, you do so entirely at your own risk.
- b. If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
  - (a) you do not remove, distort or otherwise alter the size or appearance of any of our logos;
  - (b) you do not create a frame or any other browser or border environment around the Website;
  - (c) you do not in any way imply that we are endorsing any products or services other than our own;
  - (d) you do not misrepresent your relationship with us nor present any other false information about us;
  - (e) you do not otherwise use any logos or images displayed on the Website without express written permission from us;
  - (f) you do not link from a website that is not owned by you; and
  - (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- c. We expressly reserve the right to revoke the right granted in paragraph 5.b for breach of these terms and to take any action we deem appropriate.
- d. You shall fully indemnify us for any loss or damage suffered by us or any of our group companies for breach of paragraph 5.b

## 6 Disclaimer

- a. While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the material on the Website, or to the products and prices described in it, at any time without notice.
- b. The material on the Website is provided “as is” without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Website.

## 7 Liability

- a. To the fullest extent permitted by law you agree that we shall not be liable to you or a third party for any indirect, special, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with the

Website in any way or in connection with the use, inability to use or the results of use of the Website, any Website linked to the Website or the material on such Website.

8 Governing law and jurisdiction

- a. This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.
- b. The [www.searchpoint.co.uk](http://www.searchpoint.co.uk) website is owned and operated by The Vesey Partnership Ltd Registered office 1 Trinity Place, Midland Drive, Sutton Coldfield, West Midlands, B72 1TX. Registered number 06561374 (England and Wales ), VAT No. 936 3787 81.

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