

HomeInfo UK Limited

These are the standard terms and conditions HomeInfo UK Limited which is registered in England and Wales with company number 05035207 whose registered office is at Griffins Court, 24-32 London Road, Newbury RG14 1JX.

1 Definitions

- (i) The service provider is HomeInfo UK Limited ("HomeInfo").
- (ii) The Applicant is the individual, organisation, or appointed officer of said organisation placing a request with HomeInfo.
- (iii) The Third Party Provider is any organisation from which HomeInfo obtains data and/or information on behalf of the Applicant in the normal course of fulfilling the Applicant's request.
- (iv) The request is a formal request lodged by the Applicant with HomeInfo to retrieve specific data and/or information.

2 Requests

- (i) The placing of a request by the Applicant with HomeInfo confirms acceptance of these terms and conditions.
- (ii) Any order form produced by HomeInfo, either printed or published on the HomeInfo website, is an invitation to treat. The Applicant makes an offer to buy from HomeInfo by the submission of a request, subject to Clause 2(vi).
- (iii) HomeInfo reserves the right to refuse any request.
- (iv) HomeInfo reserves the right to cancel any request at any time.
- (v) The Applicant is not required to use an HomeInfo order form when submitting a request. HomeInfo cannot be held responsible for errors or omissions arising from requests submitted in a format other than an order form, including, but not limited to illegible text; vague or imprecise instructions; incomplete or incorrect information.
- (vi) Acceptable modes of transmission for a request are facsimile, telephone, electronic mail, online transmission via the HomeInfo website only using CONVEYIT, Document Exchange (DX), Royal Mail, or courier appointed by the Applicant.
- (vii) Proof of transmission of a request by the Applicant does not constitute proof of receipt by HomeInfo.
- (viii) Should the Applicant submit a duplicate request, in whole or in part, even for an intentional purpose including but not limited to confirmation or pre-payment, then HomeInfo is not liable for any resultant fees, taxes and disbursements if the Applicant has not clearly indicated that the request is a duplication. The Applicant remains liable for such fees, taxes and disbursements unless and until HomeInfo expressly agrees in writing that they be waived.

3 Information on Requests and Results

- (i) It is the responsibility of the Applicant to ensure the accuracy of all data and/or information provided to HomeInfo as part of the request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
- (ii) HomeInfo may request additional relevant data and/or information from the Applicant in the course of fulfilling a request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
- (iii) HomeInfo may request clarification of data and/or information supplied by the Applicant.
- (iv) If, subsequent to Clause 3(ii) and/or Clause 3(iii), requested data and/or information is not provided and/or clarified, HomeInfo cannot be held responsible for any resultant loss or delay.
- (v) If, subsequent to Clause 3(ii) and/or Clause 3(iii), requested data and/or information is not provided and/or clarified within a reasonable period, HomeInfo reserves the right to cancel the request in whole or in part. The Applicant remains liable for all fees, taxes and disbursements accrued prior to the cancellation.

4 Third Parties and Subcontractors

- (i) HomeInfo will, in the process of fulfilling the request, retrieve data and/or information from appropriate third parties.
- (ii) HomeInfo reserves the right to subcontract data and/or information retrieval to selected organisations and/or individuals.
- (iii) HomeInfo is not required to reveal the identity of its subcontractors.
- (iv) HomeInfo cannot be held responsible for the accuracy of data and/or information provided by third parties.
- (v) Subcontractors cannot be held responsible for the accuracy of data and/or information provided by third parties.

5 Results

- (i) The request is fulfilled when all data and/or information requested by the Applicant has been retrieved by HomeInfo and delivered to the Applicant by the method referred to in Clause 5(iv).
- (ii) The Applicant may add to the Request at any time, subject to Clause 5(i).
- (iii) Data and/or information requested by the Applicant after the request has been fulfilled as described in Clause 5(i) constitutes a new request.
- (iv) The Applicant will receive the retrieved data and/or information by Document Exchange (DX), Royal Mail, or courier appointed by HomeInfo (Normal Delivery). Additional Delivery by Facsimile or Electronic Mail may be requested. Alternative Delivery arrangements are at the discretion of HomeInfo.
- (v) HomeInfo is not responsible for any loss or misdelivery of retrieved data and/or

information caused by failure of Document Exchange (DX) or Royal Mail. Most retrieved data and/or information is archived by HomeInfo and a copy may be requested by the Applicant. HomeInfo is unable to archive certain data and/or information; on such occasions, HomeInfo reserves the right to treat the request as a new Request.

6 Costs and Fees

- (i) Normal delivery (or alternative delivery at the discretion of HomeInfo) is accompanied by an itemised invoice for the work undertaken. The Applicant agrees to provide HomeInfo with remuneration for the full amount shown on the itemised invoice, including all fees, taxes and disbursements.
- (ii) Where possible, the Applicant will receive advance notice of the cost of the request prior to receipt of the itemised invoice.
- (iii) Additional fees, taxes and disbursements may arise during the course of data and/or information retrieval, over and above advance notice costs referred to in Clause 6(ii). The Applicant is liable for any such additional costs. Where possible, the Applicant is notified of additional costs prior to fulfilment of the request.
- (iv) The Applicant shall pay in advance of receipt of the itemised invoice. The Applicant remains liable for any underpayment.
- (v) Any overpayment on the part of the Applicant will be refunded. Arrangements for refunds are agreed on a case-by-case basis, through discussion between HomeInfo and the Applicant.

7 Cancellation of Requests

- (i) The Applicant may cancel the request in whole or in part at any time prior to fulfilment of the request as described in Clause 5(i).
- (ii) If the Applicant cancels the request in whole or in part, the Applicant remains liable for all fees, taxes and disbursements already accrued prior to the cancellation of which the Applicant had advance notice.
- (iii) Publication of fees, taxes and disbursements on the HomeInfo website constitutes advance notice for the purposes of Clause 6(ii).

8 PCCB and Compliance with Search Code

- (i) HomeInfo is registered with the Property Codes Compliance Board (PCCB) as a subscriber to its Search Code ("Search Code").
- (ii) HomeInfo certifies that it will comply with the Search Code and that it will seek to abide by its spirit as well as its express provisions.
- (iii) The Search Code logo will be displayed clearly on the front of all compliant search reports.
- (iv) HomeInfo will always aim to act with integrity, and carry out work with due skill, care and diligence in line with the regulations specified by the Search Code.
- (v) All staff employed by HomeInfo will be trained to compile retail property

searches with thoroughness and diligence in line with the commitments set out in the Search Code.

- (vi) HomeInfo will monitor the performance of staff on a regular basis.
- (vii) All data and information is handled with integrity, in accordance with data protection legislation and protecting copyright and intellectual property rights.
- (viii) The most up-to-date available information and risks associated with the property from the sources consulted will be included in any report produced by HomeInfo.
- (ix) Base search results will only be completed on legitimate sources: either a physical examination of public records; a response from an official entitled to provide the information; HomeInfo's own current records; or commercially available data.
- (x) HomeInfo will state clearly any report what specific sources of information have been searched and how the information was obtained; what additional sources of information may be available and where and how it may be obtained; and, where required information is unobtainable.
- (xi) HomeInfo will retain records of all search reports for a minimum of six years.
- (xii) HomeInfo will maintain professional indemnity and run-off cover insurance, as prescribed by the PCCB in consultation with the search industry.
- (xiii) In all instances HomeInfo will aim to conduct business in an honest, fair and professional manner.
- (xiv) HomeInfo aims to handle complaints speedily and fairly in accordance with the rules set out by the PCCB. Please see Clause 9 (Complaints).
- (xv) On a regular basis HomeInfo will ensure it is compliant with relevant legislation and guidance issued under the Search Code, as well as the registration rules and standards specified by the PCCB.
- (xvi) To ensure compliance with the Search Code, HomeInfo has nominated a Code Compliance Officer who will formally audit compliance with the Search Code at least once a year.
- (xvii) At any reasonable time HomeInfo will readily facilitate and comply fully with an inspection undertaken by the PCCB.

9 Complaints

- (i) A key commitment under the Search Code is that firms will handle any complaints both speedily and fairly.
- (ii) Any complaint made will be acknowledged within 5 working days of receipt.
- (iii) HomeInfo will normally deal with a complaint fully, and provide a final response in writing, within 20 working days of receipt.
- (iv) HomeInfo will keep the complainant informed by letter, telephone or e-mail if more time is needed with a complaint.

- (v) A final response will be supplied, in writing, at the latest within 40 working days of receipt where possible.
- (vi) HomeInfo will liaise, at the complainant's request, with anyone acting formally on the complainant's behalf.
- (vii) Complaints should be sent to: Mr David Brown, CEO, HomeInfo UK Limited, Wyvols Court, Swallowfield, Reading RG7 1WY Tel: [■0800 074 3771], Email: david.brown@poweredbypie.co.uk.
- (viii) If the complainant is not satisfied with HomeInfo's final response, or if HomeInfo exceeds the response timescales set out above, the complainant may refer the complaint to The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP, Tel: 01722 333306, Website: www.tpcg.couk, E-mail: admin@tpos.co.uk. HomeInfo will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

10 Right to amend Terms and Conditions

- (i) No variation by the Applicant to these Terms and Conditions is effective unless and until HomeInfo expressly agrees in writing.
- (ii) HomeInfo reserves the right to alter these Terms and Conditions as appropriate, without notice, at any time. Such amended Terms and Conditions will become effective upon publication on HomeInfo's website.
- (iii) These Terms and Conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.