

DYE & DURHAM (UK) LIMITED - SUPPLY TERMS

Definitions

In these Terms the following words shall have the following meanings:

Adverse Entry	<p>in respect of a Regulated Local Authority Search- means any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission.</p> <p>In respect of a Regulated Drainage Search means a matter affecting the land (*) which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search.</p> <p>(*) see the SRIP appended to the relevant Regulated Search for the definition of "property" and "land"</p>
Appropriate Body	<p>means either the local authority or other public body responsible for maintaining the registers and information that are covered by forms LLC1 and Part 1(Standard Enquiries) of CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time</p>
Customer	<p>means a seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Services or any person who has an interest in the Property</p>
Code	<p>means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php as updated from time to time</p>
Business	<p>means a company, partnership or trader acting in for purposes of their trade, business or profession in respect of which We have been instructed to provide Services</p>
Consumer	<p>means any person who order Services from Us directly acting for purposes (i.e. not as a Business)</p>
Contract	<p>has the meaning given in clause 2.1</p>
Data Protection Laws	<p>means any legislation relating to privacy and data protection as applicable in England and Wales at the time of the Contract including electronic communications</p>
Insurance Product(s)	<p>means an insurance product which either (i) We order for You (and include in our invoice to You) which We are able to do as We are an Appointed Representative of UKGlobal Broking Group OR (ii) You order via the relevant Ordering Platform or by any other means directly from Dye & Durham (UK) Limited (formerly PSG Client Services Limited). In both instances Dye & Durham (UK) Limited (formerly PSG Client Services Limited) is a Third Party Supplier and the Dye & Durham (UK) Limited (formerly PSG Client Services Limited) TOBA https://www.psgconnect.co.uk/psg-cs-insurance-terms-of-business/ apply</p>
Insured	<p>in the context of Regulated Local Authority Search SRIP means a buyer and/or lender</p>
Intellectual Property Rights	<p>means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights</p>
Material	<p>means brochures, price lists and advertisements in any type of media We make available to You from time to time in respect of the Services</p>
Official Search	<p>means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS)</p>
Optional Services	<p>means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third Party Supplier</p>
Order	<p>means any request for Services made by You or on Your behalf in respect of the same Property</p>
Ordering Platform	<p>means one of the ordering platforms made available to You as relevant to the Dye & Durham (UK) Limited party supplying Services to You</p>
Privacy Notice	<p>means the privacy notice (which includes Our data processing notice) at https://dyedurham.co.uk/privacy-policy/ or, if You place an Order as Consumer, this refers to the consumer privacy notice at clause 9.4.</p>
Property	<p>means an address or location to which the Services relate</p>
Regulated Drainage Search/ Regulated Local Authority Search	<p>means a Property search being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Regulated Drainage Search) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search)</p>

Third Party Product(s)	means any part of the Services which We source from a Third Party Supplier and Includes Insurance Products
Search Pack	A pre-determined combination of Regulated Searches and Third Party Product.
Services	means the supply of Regulated Searches, Optional Services or Third Party Products to You in accordance with your Order
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
SRIP	means a search report insurance policy and further details are provided in clause 6.6
Third Party Supplier Terms	means the terms and conditions of Third Party Suppliers which (i) can be found at https://poweredbypie.co.uk/documents/third-party-terms.pdf or (ii) which You have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.
Terms	means these terms and conditions of business which apply to the Services
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	refers to the entity Dye & Durham (UK) Limited (company registration number 6029390) of registered office Imperium, Imperial Way, Reading RG2 0TD. VAT registration number 897481753.
You and Your	are references to the Customer or individual, company, partnership or organisation who accesses the Ordering Platform or otherwise places an Order with Us

Dye & Durham (UK) Limited is an appointed representative of UKGlobal Broking Group Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 840855). Dye & Durham (UK) Limited is also an Introducer Appointed Representative of Dual Corporate Risks Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 312593)

1. CONTRACT

- 1.1 The contract between You and Us shall come into existence when We accept your completed Order by either sending You written confirmation or providing You with the relevant Services (“**Contract**”). Please read and check the Order before it is submitted so that any errors can be identified and corrected.
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 You accept responsibility for ensuring that Order details relating to the Service entered into the Ordering Platform are sufficient and correct for Us to deliver the Service
- 1.4 These Terms may be varied from time to time. The Terms in force at the time of the Contract, in conjunction with any relevant Third Party Supplier Terms, the Order and the Privacy Notice (Provisions), shall govern the Contract to the exclusion of all other terms and conditions. You agree to be bound by the Provisions when You place any Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions 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 the Provisions.
- 1.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our authorised agents, please ensure You ask for any variations from the Provisions to be confirmed in writing.

2. SERVICES

- 2.1 We shall use reasonable care and skill in providing the Services and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code or who adopt standards of practice and consumer protection which are comparable with the Code.
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 Regulated Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.
- 2.5 In placing the Order and formation of the Contract, You agree that We may take steps to performing the Services immediately. See clause 5 for limited provisions relating to cancellation.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.

3. PRICE AND PAYMENT

- 3.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Order. We reserve the right to express the price exclusive of VAT, but we shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless varied on the invoice.
- 3.4 We reserve the right to amend prices from time to time however, Services will be charged at the price applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission must be agreed in writing. You are responsible for advising your Customer of this arrangement.
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. CANCELLATION OF SERVICES / REFUNDS

- 4.1 If you are a Consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 4.3.
- 4.2 This cancellation right may not apply to You as We are not obliged to cancel an Order where;
- 4.2.1 Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
- 4.2.2 where We have started work on the Services with Your agreement (given in Clause 2.5)
- 4.3 If you are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 4.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Contract.
- 4.4 To cancel the Contract You must email Us on piesupport@dyedurham.com without delay. We will advise You what we may be able to do to cancel the Order but You should be aware that as the Services are procured without delay, cancellation may not be possible where fulfilment of the Services has already started.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with Clause 4.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Clause 3.3.
- 4.6 Any refund We may make is at Our discretion.
- 4.7 Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled services. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You in respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.
- 4.8 INSURANCE PRODUCTS: The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 01226 978264 or email Us at insuranceservices@dyedurham.com to discuss such cancellation.

5. EVENTS BEYOND OUR CONTROL

- 5.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

6. WARRANTIES AND LIABILITY LIMITS

- 6.1 Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 6.2 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 6.3 Subject to Clause 6.2 We are not liable to You;
- 6.3.1 in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;
- 6.3.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 6.3.3 in respect of liability arising from supply of Third Party Products included in the Services and You are referred to the Third Party Supplier Terms;
- 6.3.4 in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.

- 6.4 Where an error is found in respect of the Services or should, have been identified by You (acting with reasonable care and skill), before the contract for the legal transaction relating to the Property has been exchanged and such error is solely due to Our negligence in preparing, collating and providing the Service We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Services free of charge and shall have no further liability to You / the Customer even if the supply of the replacement may cause delay or abortive transaction.
- 6.5 Subject always to the above, where an error is found in respect of the Services after the completion of the legal transaction relating to the Property, provided that the error should not have been determinable under clause 6.4, Our liability to You / the Customer in respect of Our negligence in relation to the supply of Services is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.
- 6.6 **Regulated Local Authority Search.** In respect of each Regulated Search the Insured has the benefit of a SRIP. The SRIP is provided by First Title Insurance PLC and the policy is appended to each Regulated Search. The SRIP provides cover against an Adverse Entry to the level; of (a) £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to these levels of cover.
- 6.7 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Third Party Supplier Terms) do not apply to the Services.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Third Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 7.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, 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 and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Clause 8.

8. COMPLAINTS

- 8.1 See the information at the end of these Terms.

9. DATA PROTECTION

- 9.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 9.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 9.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 9.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

10. GENERAL

- 10.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 10.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 10.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 10.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 10.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 10.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 10.7 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.
- 10.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 10.9 In providing the Services We will comply with the Code as applicable.

10.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Important Consumer Protection Information

The Property Codes Compliance Board (“PCCB”) independently monitors how registered search firms maintain compliance with the Code.

The 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 Search 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 products and services comply with industry registration rules and standards and relevant laws. Monitor their compliance with the Code.

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
E-mail: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk

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

The Group complaints procedure is as follows:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response in writing, within 20 working days of receipt.
- Keep You informed by letter, telephone or e-mail, as You prefer, if We need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at Your request, with anyone acting formally on Your behalf.

Complaints should be sent to The Code Compliance Officer, PSG, Ground Floor, One Capitol Court, Barnsley, S75 3TZ or email piesupport@dyedurham.com.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.