



# poweredbypie

## Supply Terms- Property Information Exchange Limited – Searches, Insurance Products and other reports- JUNE 2019

### Terms & Conditions

#### 1. Definitions

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

- 1.1 “**Customer**” means the 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.
- 1.2 “**Code**” means the [Search Code of Practice for Search Compilers and Retailers](#) as updated from time to time.
- 1.3 “**Business**” 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.
- 1.4 “**Consumer**” means any person acting for purposes other than their trade, business or profession.
- 1.5 “**Insurance Products**” means those insurance products We order for you either (i) as your agent from PSG Financial Services Limited (a Third Party Supplier) or (ii) which we are able to supply direct from Third Party Suppliers.
- 1.6 “**Intellectual Property Rights**” 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 right.
- 1.7 “**Material**” means brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.8 “**Order**” means any request for Services from You or on your behalf.
- 1.9 “**PSG Financial Services Limited**” means the company registered under number 05543910 with registered office at 1 London Street, Reading, RG1 4PN.
- 1.10 “**Privacy Policy**” means either (i) the [Privacy Policy](#) located on our Website or (ii) where you are a Consumer and have ordered Reports directly from Us, this refers to the [Funds to Collect Supply and Privacy Information](#).
- 1.11 “**Property**” means an address or location for which We provide the Services.
- 1.12 “**Regulated Report**” means a report prepared directly by a Third Party Supplier being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 (standard Enquiries) of Form CON29 (Law Society copyright).
- 1.13 “**Report**” means the report provided by Us in respect of the Property including but not limited to property searches, AML reports, company searches and the dissemination of the information provided by Third Party Suppliers and Insurance Products.
- 1.14 “**Service(s)**” means the supply of Reports to You;
- 1.15 “**Third Party Supplier**” means any organisation or third party who provides Reports or information of any form to Us for the purposes of providing the Services.
- 1.16 “**Third Party Supplier Terms**” means the terms and conditions of supply of the Reports as supplied by the relevant Third Party Supplier. All Third Party Supplier Terms are available at [poweredbypie.co.uk/documents/Third-Party-Terms.pdf](http://poweredbypie.co.uk/documents/Third-Party-Terms.pdf)
- 1.17 “**Terms**” means these terms and conditions of business.
- 1.18 “**VAT**” means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.

**OFFICE ADDRESS**

Imperial Way, Reading, RG2 0TD

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1.19 “Website” means our website located at [www.poweredbypie.co.uk](http://www.poweredbypie.co.uk).

1.20 “We”, “Us”, “Our” and “poweredbypie” references to Property Information Exchange Limited a company incorporated in England and Wales with registered number 6029390 and whose registered office is situated at 1 London Street, Reading, RG1 4PN. VAT number GB897 4817 53.

1.21 “You” and “Your” are references to the individual, company, partnership or organisation who accesses the Website or otherwise places an Order with Us.

**poweredbypie is the trading name of Property Information Exchange Ltd.**

**Property Information Exchange Ltd is an appointed representative of PSG Financial Services Ltd, which is authorised and regulated by the Financial Conduct Authority (Number 583137)**

## 2. Agreement

2.1 The agreement 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 (“Agreement”). Please read and check the Order before it is submitted so that any errors can be identified and corrected.

2.2 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 or (c) there has been a pricing or service description error.

2.3 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Third Party Supplier Terms, the Material, the Order and the Privacy Policy (**Provisions**), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.

2.4 By submitting an Order, you shall be deemed to have accepted that the Provisions apply and You agree to be bound by the Provisions when You place any Order.

2.5 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.

2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from the Provisions to be confirmed in writing.

## 3. Services

3.1 We shall use reasonable care and skill in providing the Services to You and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code.

3.2 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.

3.3 You may transfer or sell Reports (and some Insurance Products where these are successor policies) to another firm or to be used by another Customer subject to Our prior written consent.

3.4 For the avoidance of doubt, Reports may not be relied on by You or any person to whom such a Report is transferred or sold pursuant to Clause 3.3 if (i) the Reports were obtained more than 6 months prior to the purchase of the Property and/ or (ii) there has been a sale / purchase of the Property since the Report was provided (i.e. an interim sale).

3.5 You and Your Customer shall be permitted to make and store electronic or hard copies of the Reports solely for internal audit/review purposes.

3.6 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in Clause 5.2.2.

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3.7 Where We have agreed a rebate or commission with You concerning provision of Services this will be set out in writing and You are responsible for advising your Customer of this arrangement and all other aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives. We reserve the right to withhold any rebate or commission where any amounts due have not been paid by You or to set off due sums against such rebate or commission.

## 4. Price and Payment

4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Material or Order, as applicable. 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.

4.2 **INSURANCE PRODUCTS:** Where insurance premium (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.

4.3 Payment is due in full from You within the credit period set out in the invoice.

4.4 We reserve the right to amend prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.5 If You fail to pay an invoice on or before 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 payment is made in full.

## 5. Cancellation of Services

5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 5.3.

5.2 This cancellation right does not apply:

5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or

5.2.2 where We have started work on the Services with Your agreement (given in Clause 3.6).

5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Clause 5.2 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 Agreement.

5.4 To cancel the Agreement You must contact Us by sending an email to [support@poweredbypie.co.uk](mailto:support@poweredbypie.co.uk). We will, where possible, seek to cancel the Order promptly, but as our ordering system is linked to those of Third Party Suppliers the Report may have already been commissioned and cannot be cancelled.

5.5 Following cancellation of the Agreement (save for cancellation in accordance with Clause 5.3) 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 4.2.

5.6 Any refund we may be able to offer is at Our discretion and taking into account any refund given by the relevant Third Party Supplier.

5.7 **INSURANCE PRODUCTS:** The cancellation provisions above vary for Insurance Products. Any Insurance Product can be cancelled within 14 days of the Agreement.

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## 6. Termination

- 6.1 We may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
- 6.1.1 You fail to make any payment due in accordance with Clause 4;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If an Agreement is terminated under this Clause 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

## 7. Events Beyond Our Control

- 7.1 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.

## 8. Warranties and liability limits

- 8.1 We provide warranties and accept liability only to the extent stated in this Clause 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 In providing the Services You acknowledge and accept that:-
- 8.3.1 We cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore We cannot warrant the performance of any linked internet service not operated by We. Accordingly We shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
  - 8.3.2 We shall use reasonable endeavours to provide the Services within the timescale set out in the Material.
  - 8.3.3 Any services other than our Services, which are advertised in the Material 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.
  - 8.3.4 The Third Party Supplier Terms apply to all Reports.
- 8.4 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or errors. In the event that there is a material defect or error You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.5 We make no representations, warranties or conditions of any kind, either express or implied, with respect to the Reports and, subject to Clause 8.6 and 8.7, We are not liable to you in contract, tort, negligence, statutory duty or otherwise for any loss or damage whatsoever caused by a Report.
- 8.6 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.:

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8.7 Where You find an error in a Report which is solely due to Our negligence (e.g. we made a data input error) we shall, where the purchase is not yet completed, provide a revised Report for You free of charge and shall have no further liability to You. Where the error is not identified until after the until after the legal completion of the transaction relating to the Property and could not have been determined by Your review of the Report before such purchase, Our liability to You in respect of Our negligence (subject to Clause 8.6) in relation to the supply of the Report is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.

8.8 Where You have an issue with a Report We will use reasonable endeavours to assist You in discussions with the relevant Third Party Supplier but, subject to Clause 8.7, are not obliged to do so and, in doing so, We do not accept liability for the defects. You are referred to the relevant Third Party Supplier Terms for details of exclusions and limits on liability provided by the Third Party Supplier. Where the Report is supplied to Us by National Land Information Service (NLIS) hub or by an Appropriate Body (e.g. Local Council or Water Undertaker) You have the benefit of statutory compensation and further, where the Report supplied is a Regulated Report You have the benefit of a search report insurance policy which is appended to the applicable Report.

8.9 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.

## 9. Intellectual Property Rights

9.1 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.

9.2 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 a Report. 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 9.

## 10. Complaints

10.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.

10.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is <http://www.tpos.co.uk> and email address is [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

10.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

## 11. General

11.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.

11.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.

11.3 The parties to these Terms do not intend that any term of Our Agreement 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.

11.4 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.

11.5 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.

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11.6 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.

11.7 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.

11.8 In providing the Services and Reports We will comply with the Search Code.

11.9 The Agreement 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.

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