

## **STANDARD TERMS AND CONDITIONS**

**For the purposes of these terms and conditions any references to EKPS Ltd or ‘the company’ means East Kent Property Searches and any third party organizations, associates, partners or employees used during the course of legitimate EKPS Ltd business. Any reference to the ‘client’ means the vendor, the purchaser or the purchaser’s lender. Please note, where the vendor or the purchaser have instructed a third party to act as their agents (such as an estate agent or a solicitor), these parties will not be treated as ‘clients’**

1. EKPS Ltd provides Conveyancing Searches and other Conveyancing related products. We are neither Process Servers nor Enquiry Agents.
2. EKPS Ltd services are restricted to UK based properties only.
3. Unless otherwise agreed, all instructions must be in writing and include full postal address, location plan and the appropriate fee.
4. Instructions received after 4.30pm will be treated as being received on the next working day.
5. Should no location plan be provided, EKPS Ltd will still fulfil the requested service but the search will be carried out based on the property address and not the location of the property. This may result in some information being excluded or missed from the search as we may be unable to locate the full boundary of the search property. In some cases Local Land Charges will refuse to accept our request to access the Land Charge Register or provide data from the Land Charge Register to carry out a search until such time as a plan has been provided clearly showing the boundary of the property. If for any reason we are unable to carry out this request the client will be notified immediately.
6. EKPS Ltd undertakes to ensure that in the case of personal searches information will only be obtained by fully trained staff, or associates experienced in carrying out Local Authority Searches.

7. All personal searches carried out by EKPS Ltd are covered by our Professional Indemnity insurance for up to £2m per search against 'errors and omissions'.

8. In carrying out a personal search EKPS Ltd will inspect all public and other registers made available by the local authority and any other relevant organisations.

9. Regarding Optional Enquiries, where additional information is required and forms an essential part of a search request, it is the obligation of the client to inform EKPS Ltd at the outset. Where such information is readily available at no cost, it will be included within the results of the search. Where this is not the case and an additional fee may be payable EKPS Ltd will inform the client of any additional fees that may be chargeable for obtaining such information.

10. In the event of the client requesting 'copy documents', a fee will be charged based on the cost/time elements of obtaining said documents and any local authority disbursement. EKPS Ltd undertakes to inform the client of such fees at the time of the request.

11. EKPS Ltd aims to complete all services within five working days. However, where this is not possible due to external factors e.g. local authority appointment systems, EKPS will provide an estimated completion date.

12. Where EKPS Ltd is aware in advance, that there may be a delay in completing the instruction, EKPS Ltd undertakes, wherever possible, to inform the client at the outset. In all other circumstances, EKPS Ltd undertakes to inform the client within twenty-four hours of becoming aware of any such delay.

13. Where the delay is due to external factors EKPS Ltd does not accept liability for any loss, financial or otherwise, incurred by the client, as a result of said delay.

14. Results will be typed and submitted in EKPS Ltd Report format, (sample reports are available on request),
15. Search Reports will be returned electronically or by fax; As a carbon neutral organisation EKPS Ltd does not provide hardcopies as standard.
16. The information contained in a Search Report has been obtained by a personal inspection of public records, and other legitimate sources available in the public domain. Where information has been provided by the council in the form of paper, electronic means or any other format and we have been unable to personally inspect the record we will rely on the accuracy of the council as we have no other means to check the information provided.
17. Furthermore EKPS Ltd accept full responsibility for all and any data supplied to a third party; except where it is found that such information obtained is erroneously given by the Local Authority or a supplier of any such information, more especially where the supplier is a monopolistic holder of such data.
18. Should such an error result in financial loss the client should immediately contact EKPS Ltd.
19. In the event that the client suffers loss as a result of the negligence or otherwise, the liability of EKPS Ltd will be limited to an amount not exceeding £2 million in respect of any individual claim.
20. PI cover is provided by Royal & Sun Alliance (RSA),  
c/o Northcott Beaton Limited, 70, Fore Street, Heavitree, Exeter, Devon.EX1 2RR
21. Run-Off cover will be provided by the above.
22. Unless otherwise agreed standard payment terms cash or cheque with the instruction
23. Alternative terms by agreement only: Payment on receipt of invoice; these will be submitted with results, or

24. Payment on receipt of monthly statement: Please note all invoices on the statement are immediately payable on receipt of the statement

25. Please note invoices and statements are submitted electronically. EKPS Ltd is a carbon neutral Company and consequently does not provide hard copies of search reports and other documentation as standard unless requested.

26. All products remain the property of EKPS Ltd until all agreed terms have been fulfilled.

27. EKPS Ltd reserves the right to withhold any results until payment has been received.

28. All search documentation provided by EKPS Ltd is governed by copyright law and as such is for the sole use of the client only.

29. All information held by EKPS Ltd is covered by the Data Protection Act

30. Each search is deemed to be an individual contract governed by English Law.

31. In providing search reports and services, EKPS Ltd will comply with the Search Code'

32. Independent dispute resolution

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 <http://www.tpos.co.uk>, email: <mailto:admin@tpos.co.uk>). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.