**LIGHTHOUSE PROPERTY SEARCHES** **LTD** **STANDARD TERMS AND CONDITIONS**

Effective 1 September 2007 (revised July 2018)

“The Company” means **Lighthouse Property Searches Ltd.** of 17 Nursery Drive, Penkridge, Staffs ST19 5SJ

“Client” means any party entering into a contract with Lighthouse Property Searches Ltd. upon the Terms and Conditions specified herein.

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

All work undertaken by the Company on behalf of the Client is subject to these Terms and Conditions. Any work undertaken, or instruction accepted, by the Company on behalf of the Client shall constitute an offer to contract on these Terms. **The client agrees to be bound by these Terms and Conditions and, by placing an order or instruction with the Company, shall be deemed to have accepted them.**

1. The Company accepts search instructions from the Client on the basis that those instructing us are liable for all costs and expenses incurred in respect of same.
2. The Company provides their services only on the basis that the Client supplies all necessary information required to provide the service, including the provision of a suitable property location plan of adequate quality.
3. The Company undertakes to use all reasonable care in obtaining the information provided to the Client, but will not guarantee the accuracy of any verbal information supplied by third parties which is not verified by written statement.
4. The Company will not be liable to the Client in the event that the Company is unable to perform an obligation or to carry out the services on behalf of the Client due to any factor outside the control of the Company, including but not limited to: Act of God, Industrial Action, the default or failure of a third party, war or any other government action.
5. The Company’s services are provided solely for the use of our Clients and their clients, on whose behalf the work has been commissioned.
6. The Company will observe Client confidentiality in all cases as permitted by law.
7. The Client acknowledges and agrees that the information and data supplied in the Services are derived from publicly available records and other Third Party sources and the Company does not warrant the accuracy or completeness of such information or data, and the data supplied in the Services are derived solely from the sources specifically cited. The Company does not claim that these sources represent an exhaustive list of all sources that might be consulted nor does it guarantee that all past or current land uses will be identified by the Services. The Services are professional business to business services not intended for use by persons other than those skilled in the use of property and environmental information. The company shall not be responsible for errors or corruptions in the Services resulting from inaccuracies or omissions in the data supplied to it by Third Parties, however, this risk is covered by specialist search insurance.
8. The Company reserves the right to change charges for services provided from time to time.
9. The Company is an authorized reseller of Landmark Environmental products, Groundsure Environmental products, Chancel Check products, Coal Authority products & Severn Trent Water products whose Terms & Conditions are available on request.
10. Payment of all Invoices shall be made within 7 days of the date of the invoice and not exceeding 30 days, unless prior specific terms have been agreed in writing, and the Client shall be liable for payment of services provided irrespective of the payment arrangements in place between the Client and their own client.
11. The Company shall be notified in writing as soon as possible of any discrepancy, inaccuracy or issue with the service provided.
12. The Company shall carry out the services required with all reasonable diligence and accuracy. In providing search reports and services the Company will comply with the Search Code. In the event that the Client suffers loss as a result of negligence then our liability for direct loss or damage (excluding indirect or consequential loss) arising from any single or multiple series of related claim or events shall not exceed £2,000,000.
13. Lighthouse Property Searches Ltd services are restricted to UK based properties only.
14. Instructions received after 4.00pm will be treated as being received on the next working day.
15. Should no title/location plan be provided, Lighthouse Property Searches Ltd will still fulfil the requested service but will not accept responsibility for any errors or omissions in the results.
16. The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
17. Where additional information is required and forms an essential part of a search request, it is the obligation of the client to inform Lighthouse Property Searches Ltd at the outset. e.g. Optional Enquiries
18. 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. Lighthouse Property Searches Ltd undertakes to inform the client of such fees at the time of the request.
19. All Search Reports will be returned electronically; unless otherwise agreed.
20. All products remain the property of Lighthouse Property Searches Ltd until all agreed terms have been fulfilled.
21. Lighthouse Property Searches Ltd reserves the right to withhold any results until payment has been received.
22. All search documentation provided by Lighthouse Property Searches Ltd is governed by copyright law and as such is for the sole use of the ‘client’

**These terms and conditions do not affect your Statutory Rights**

**Lighthouse Property Searches Ltd, 17 Nursery Drive, Penkridge, Stafford ST19 5SJ**

**VAT Number: 984 2083 02**

**Company Registration No: 7031408**