

TERMS AND CONDITIONS – Personal Local Authority Searches

For the purposes of these terms and conditions any references to ‘the company’ means Conveyancing Data Services Ltd (CDS) or the compiler shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only. In providing search reports and services we will comply with the Search Code.
2. Search requests made via CDS Online must include full postal address. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
3. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
4. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
5. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
6. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
7. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
8. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
9. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
10. Where the client requests ‘copy documents’ from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
11. Where the client requests additional Con 29 Part II enquiries the company undertakes to inform the client of any additional fees at the point of order.
12. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company’s control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
13. Search Reports can be downloaded from the CDS Online web site.
14. The company and any third party Search Agents liability will be limited to an amount not exceeding £10 million in respect of any individual claim through the company’s Professional Indemnity policy.
15. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £10 million. If the Client subsequently discovers that the property value exceeds £10 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
16. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
17. Search Reports remain the property of the company until all agreed terms have been fulfilled.
18. The company reserves the right to withhold results until payment has been received.
19. All information held by the company is covered by the Data Protection Act 2018 which include provision for compliance with the General Data Protection Regulations (GDPR). Our Privacy Policy explains how we store, protect and use your personal data and can be viewed at http://www.conveyancingdata.com/pub/privacy_statement_final_for_cd.pdf.
20. Each search is deemed to be an individual contract governed by English Law.
21. The company maintains contractual relationships with clients and suppliers who are involved in the Conveyancing process in the UK; to the knowledge of the company no person who;
 - a. Conducted the search
 - b. Prepared the search reporthas any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.
22. 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.
23. The company’s complaints procedure is shown below.



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by **Conveyancing Data Services Ltd (4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T: 0118 9690839)** which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search 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 compensation of up to £5,000 to you if he 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
Email: 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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- 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: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T:0118 9690839. Email: info@conveyancingdata.com.

If you are not satisfied with our final response, or if 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.