

LegalinX(t/a GlobalX) Terms & Conditions

1. GENERAL

1.1 Save as expressly varied by LegalinX Limited (Company Number: 2357470) (the **Company, we, us, our**) these terms and conditions (**Terms**) shall be deemed to be incorporated into all contracts made by the Company with its customers (the **customer, or you**) in respect of services to be provided by the Company and apply to the exclusion of any other terms and conditions that the customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 The services the Company provides to its customers includes: company information searches, conveyancing and court searches, local authority searches, energy performance certificates, natural person searches and company formations (**Services**).

1.3 The Company shall use reasonable endeavours to provide the Services to the customer in accordance with these Terms in all material respects.

1.4 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 The customer shall:

1.5.1 co-operate with the Company in all matters in respect of all the Services provided; and

1.5.2 provide the Company with all documents, financial information and/or credit ratings information, items and materials (**Information**) and instructions required by the Company in connection with the Services in a timely manner and ensure that they are accurate and complete to enable us to provide the Services to you.

1.6 If you do not provide us with the Information and instructions requested in accordance with clause 1.5.2, or you provide us with incomplete, incorrect or inaccurate Information or instructions, we may (at our discretion) cancel your Order by giving you written notice, or we may make an additional charge of a reasonable sum to cover any extra work that is required by us.

2. ORDER PROCESS

2.1 Before you place your Order (as defined in clause 2.3) with us via our website [www.globalx.co] (**Site**), please check your Order form on our Site carefully. You must verify and confirm that the details set out in your Order form are correct. Once you have submitted your Order Form to us, it cannot be amended by you and we do not accept any liability for any errors, omissions or inaccurate information submitted by you to us.

2.2 By placing an Order, you warrant that:

2.2.1 you are legally capable of entering into binding contracts;

2.2.2 if you are an individual or individuals, you are at least 18 years old and not bankrupt, and if you are a company, you are not insolvent (or in any analogous insolvent state); and

2.2.3 you will comply with all applicable regulations and legislation you are to comply with in relation to the Services you wish to purchase from us.

2.3 When you place an order on the Site for the provision or use of all or any of the Services (an **Order**), after placing such Order, you will receive an e-mail from us acknowledging that we have received your Order. Please note that this e-mail acknowledgment does not mean that your Order has been accepted. Your Order constitutes an offer to us from you to purchase the Services set out in your Order form.

2.4 All Orders are subject to acceptance by us, and we reserve the right to notify you if we are unable to fulfil your Order (in whole or in part) and to discuss with you any amendments to the Services requested in your Order or the cost of the same. We will confirm acceptance of your Order by either (1) beginning to provide the Services to you (which we may do immediately, upon receiving your Order), or (2) discussing and agreeing with you any amendments to the Services you have Ordered and beginning to provide the Services in accordance with the agreed amendments, at which point a contract between you and us will be formed (**Contract**).

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2.5 The Contract will relate only to those Services which we have agreed to provide (whether expressly or through our conduct by beginning to perform the Services).

3. COMPLIANCE AND AUDIT

3.1 Each customer shall in connection with the provision or use of the Services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that customer.

3.2 In order to protect the integrity of the data used in connection with the Services, the customer shall not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Company.

3.3 If the Company considers in its reasonable opinion that it is no longer desirable or commercially viable for the Company to continue to provide the Services to the customer (in part or in whole) or in accordance with these Terms, or if any third party data or software becomes unavailable to the Company, the Company shall be entitled, on giving written notice where reasonably practicable to the customer, to terminate these Terms (without liability) and any Contract in respect of the Services to be provided which are affected by such changes or unavailability.

3.4 In exercising its rights under clause 3.3, the Company will consult with the customer, and endeavour to act reasonably and in a way which is consistent with its treatment of its other customers.

4. LIMITS ON LIABILITY

4.1 The following provisions set out the entire liability of the Company (including any liability for the acts and omissions of the Company's officers, employees, agents and contractors) in respect of:

4.1.1 any breach of its contractual obligations arising under and/or in connection with the Contract;

4.1.2 any use made by the customer of the Information and/or the Services or any part of them;

4.1.3 any misrepresentation, mis-statement or tortious act or omission (including negligence but excluding any of the same made fraudulently) arising under or in connection with the Contract;

4.1.4 any other provision of the Contract; and

4.1.5 any act or omission on the part of the Company or the Company's officers, employees, agents and contractors, falling within Clauses 4.1.1 to 4.1.3 (inclusive),

(a **Liability Event**).

4.2 Nothing in these Terms shall exclude or limit the Company's liability which cannot legally be limited, including liability for:

4.2.1 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

4.2.2 personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

4.2.3 fraud or fraudulent misrepresentation;

4.2.4 a breach of clause 5;

4.2.5 any other matter which it would be illegal or unlawful for the Company to exclude and/or limit, or attempt to exclude and/or limit, its liability.

4.3 Subject to clause 4.2 of these Terms, the total liability of the Company shall be limited to damages of an amount equal to:

4.3.1 £50,000 in respect of damage to the tangible property of the customer due to all Liability Events;



4.3.2 £20,000 in respect of any breach of clause 12 and/or the Schedule; and

4.3.3 in respect of any other damage or loss, £5,000 per individual claim and £20,000 for all claims in aggregate in respect of all Liability Events.

4.4 Subject to clauses 4.2 and 4.3 of these Terms, the Company shall not be liable to the customer in respect of any breach of duty for any losses or damage which may be suffered by the customer (or any persons claiming through or under the customer) whether the same are suffered directly or indirectly or immediate or consequential and whether the same arise in contract, tort (including negligence) or otherwise howsoever which fall into the following categories:

4.4.1 loss of profits;

4.4.2 loss of turnover;

4.4.3 loss of business opportunity;

4.4.4 loss of agreements or contracts;

4.4.5 loss of anticipated savings;

4.4.6 loss of goodwill;

4.4.7 loss or damage to data;

4.4.8 damage to reputation; or

4.4.9 indirect or consequential loss or damage.

4.5 We shall have no liability to you to the extent that any liability arises as a result of any acts or omissions undertaken by us to comply with the Money Laundering, Terrorist Financing and Transfer of Fund (Information on the Payer) Regulations 2017 (SI 2017/692).

4.6 The Customer acknowledges and accepts that the Services and any products provided as part of the Services:

4.6.1 are not intended to be used as the sole basis for any business decision;

4.6.2 the Company does not warrant or guarantee the accuracy or completeness of Information or data provided as part of the Services as such Information or data may be derived from Information or data provided to the Company by third parties, and it is not possible and/or economically viable for the Company to verify or guarantee the same;

4.6.3 involves models and techniques based on statistical analysis, probability and predictive behaviour and therefore the Company shall not be liable for:

- any inaccuracy, incompleteness or other error in the Company's data which arises as a result of data provided to the Company by the customer or any third party; or
- any failure of the Services to achieve any particular result for the customer.

4.7 All conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the Information and the Services are hereby excluded to the fullest extent permitted by law.

4.8 The Company shall ensure that it maintains in force for the term of these Terms sufficient insurance coverage under a professional indemnity insurance policy to cover the risks which may be reasonably likely to arise in connection with the provisions of the Services.

4.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and

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Services Act 1982 are, to the fullest extent permitted by law, excluded from these Terms.

4.10 This clause 4 shall survive termination of these Terms.

5. CONFIDENTIALITY

5.1 Each party to these Terms undertakes that it shall not at any time during the term of the Contract between you and us, and for a period of two years after termination or expiry of the contract, disclose to any person any confidential information belonging to the other party.

5.2 Each party may disclose the other party's confidential information:

5.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such confidential information for the purposes of carrying out the party's obligations under these Terms. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 5; and

5.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under these Terms.

6. THIRD PARTY AGENTS/CONTRACTORS

6.1 If you instruct us to provide Services to you, we may, directly or through an intermediary request an external third party to carry out some or all of the Services for you.

6.2 In such circumstances, save where expressly provided in these Terms (including our data protection obligations set out in the Schedule), we have no control over the activities of those external third parties providing such services to you (**Third Party Contractors**). The Company shall take all reasonable care to choose Third Party Contractors with good reputations when instructing them. The Company accepts no responsibility for any part of the Services which Third Party Contractors provide to you or for any errors or omissions in their work product, goods and/or services. If a mistake is made by Third Party Contractor that causes you loss, we will investigate this matter on your behalf and on being properly secured by you as to costs, co-operate with you in bringing proceedings against the Third Party Contractor concerned.

6.3 Where we instruct Third Party Contractors to provide any part of the Services to you, we shall pay the charges of such Third Party Contractors on your behalf in advance and will recharge those charges back to you accordingly together with our own applicable fees for the relevant Services (or any part thereof).

7. SEARCHES AND REPORTS

7.1 The Company will use all reasonable care in acquiring information and data to be provided to the customer (**Customer Data**) which may be presented in the form of a report. Such Customer Data may be derived from information contained in a public register or via a third party and as such the Company accepts no responsibility for the accuracy of any part of the Customer Data. The Company does not accept responsibility for any inaccuracy, omission or other error in any public register upon which our Customer Data is based or where Information has been provided verbally either by the customer or any other third party which has informed such Customer Data.

7.2 When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these Terms and to apply to, and be deemed repeated in, the Contract between us.

7.3 In providing property search reports as part of the provision of Services, the Company will comply with the Search Code of the Council of Property Search Organisations.

7.4 As a subscriber to the Property Code Compliance Board the Company is subject to The Property Ombudsman Scheme (the

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Scheme). The Company shall use its reasonable endeavours to comply with the Scheme where providing Customer Data and/or Services to which the Scheme applies.

8. INSTRUCTIONS

8.1 Services will only be provided by the Company on the basis that those instructing the Company give all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable the Company to undertake lawfully and effectively the Services.

8.2 Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

9. THIRD PARTY RELIANCE

9.1 The Services provided by the Company, including the Customer Data, are provided solely for the use of the customer and shall not be used or relied upon by any third party without the Company's written consent (and to this extent no provision of these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

10. PAYMENT

10.1 The customer shall pay all sums due under invoices raised by the Company in respect of Services rendered and any disbursements (inclusive of VAT) within 30 days of the date of such invoice in full and cleared funds to a bank account nominated in writing by the Company.

10.2 The Company reserves the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

10.3 The customer shall pay all amounts due under these Terms in full without any deduction or withholding except as required by law and the customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

10.4 The customer acknowledges and agrees that payment of the charges in respect of Services rendered and any disbursements due to the Company shall not be contingent on the customer first receiving payment from its own client(s) and/or any other third party and the customer agrees that it shall make full payment of any charges payable under these Terms in accordance with the agreed payment terms irrespective of whether it has first received payment from such client(s) or third parties.

10.5 In the event that any work carried out for the customer requires more than nominal disbursements (e.g. obtaining Energy Performance Certificates), the Company may require payment of such disbursements on account before commencing any work and until such sums are paid to the Company, the Company shall not be obliged to undertake the performance of the Services.

11. DATA PROTECTION NOTICE/PRIVACY POLICY

11.1 The provisions set out in the Schedule shall apply as if set out in full in these Terms.

12. STATUTORY COMPLIANCE

12.1 Both the Company and the customer undertake to each other that in respect of their obligations under these Terms that they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction applicable to them in relation to and for the purpose of providing the Services or receipt of the Services as applicable.

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12.2 Without prejudice to the generality of clause 12.1 above, the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant Services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the customer.

13. INTERNET PROTOCOL ('IP') ADDRESS AUTHENTICATION

13.1 If you choose the option of ordering our Services through our Site by way of IP Address Authentication rather than using our Site with a user name and password, you acknowledge that:

13.1.1 the Company has no right, title or interest in the IP Address you use to access our Site;

13.1.2 it is your responsibility to inform the Company should you wish to cease accessing our Site by way of IP Address Authentication;

13.1.3 you have exclusive responsibility for the security of your IP Address and the use of such IP Address to access our Site and that the Company has no control over your IP Address; and

13.1.4 you shall indemnify the Company for any damage to our Site or business caused by any connection from your IP Address to the Site.

13.2 If the customer has not asked the Company to terminate the IP Address Authentication then the customer is liable for all orders and instructions for our Services received through our Site by way of the IP Address Authentication process. The Company is not liable for any Services that are ordered by way of error, breach of your security or otherwise on your behalf or by any third party using your IP Address.

13.3 All orders for Services made through the IP Address Authentication method is classed as an offer by you to purchase our Services and such orders will be governed by these Terms including that of payment in accordance with clause 10.

14. INTELLECTUAL PROPERTY

14.1 All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service search or software provided to you by the Company shall be and remain the sole property of the Company.

14.2 In the event that new inventions, designs, products or processes evolve in the performance of or as a result of our Services to you, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

14.3 All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

14.4 All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

14.5 The customer acknowledges and agrees that:

14.5.1 it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under these Terms or through its use of such intellectual property rights;

14.5.2 it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

14.5.3 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

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14.6 Any licence that the Company obtains from third parties (licensors) in connection with the provision of the Services may be granted to the customer if necessary for the use of the Services but on the following terms only:

14.6.1 the customer may use such third party or licensor materials and data as provided to the customer as part of the Services, within the territory, solely for the customer permitted purpose in accordance with these Terms;

14.6.2 the customer shall comply with the obligations set out in clause 14.5;

14.6.3 (subject to clause 14.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, third party data and/or third party materials;

14.6.4 not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

14.6.5 only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with these Terms;

14.6.6 in the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

15. TERMINATION

15.1 Without affecting any other right or remedy available to it, the Company may terminate the Contract by giving the customer one months' written notice.

15.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.2.1 the other party commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within 10 business days of that party being notified in writing to do so;

15.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

15.2.3 the other party's financial position deteriorates to such an extent that in the terminating party's reasonably held opinion the other party's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy.

15.3 Without affecting any other right or remedy available to it, the Company party may terminate the Contract with immediate effect by giving written notice to the customer if the customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15.4 Without affecting any other right or remedy available to it, the Company may suspend the provision of the Services and/or terminate the Contract with immediate effect by giving written notice to the customer if the customer fails to pay any amount due under these Terms on the due date for payment.

16. CONSEQUENCES OF TERMINATION

16.1 On termination of the Contract, the customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices (and any accrued interest) and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the customer immediately on receipt.

16.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.



16.3 No refund of any part of the charges paid by the customer shall be made or due upon the termination of these Terms (howsoever arising).

16.4 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

17. FORCE MAJURE

17.1 The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these Terms, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the Company shall be entitled to a reasonable extension of time for the performing of such obligations.

18. ASSIGNMENT

18.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms.

18.2 The customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without the prior written consent of the Company.

19. MISCELLANEOUS

19.1 If any of the provisions of these Terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these Terms shall continue to be valid in full force and effect.

19.2 The Company may update these Terms from time to time by providing notice to the customer in writing with a copy of its updated terms and such updated terms shall be effective and deemed accepted by the customer at the time such notice is served. Subject to the foregoing, no variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.3 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy

19.4 Nothing in these Terms shall affect the statutory rights of a consumer.

19.5 The Contract contains the entire understanding between the Parties in relation to its subject matter and supersedes all (if any) arrangements, understandings, negotiations, discussions or correspondence (written or oral, express or implied) relating to the same.

20. GOVERNING LAW AND JURISDICTION


20.1 The Contract and these Terms will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

21. CONSUMER INFORMATION WITH COMPLAINTS PROCEDURE

21.1 Important Consumer protection information

21.1.1 This search has been produced by GlobalX, Churchill House, Churchill Way, Cardiff, CF10 2HH. Tel 02920 451444 or email helpdesk@globalx.co 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.

21.1.2 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

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- 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

21.1.3 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

21.2 Complaints

21.2.1 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.

21.2.2 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.

21.2.3 TPOs Contact Details:

Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk Website: www.tpos.co.uk

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

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

21.3 Complaints Procedure

21.3.1 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.

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- 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.

21.3.2 Complaints should be sent to GlobalX, Churchill House, Churchill Way, Cardiff, CF102HH email: piesupport@dyedurham.com

21.4 Independent Dispute Resolution

21.4.1 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).

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

SCHEDULE

Part 1

Data Protection Provisions

1. DEFINITIONS

In this Schedule, the terms “controller”, “processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” have the meanings given to them in the Data Protection Legislation. In addition, the following definitions apply:

Data Protection Legislation Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) as amended and implemented by national laws, regulations and secondary legislation (as amended or updated) from time to time in the UK;

Customer Data the confidential or commercially sensitive information (embodied in any medium) which may be or which has been supplied by the customer to the Company in connection with these Terms (or any contract to which these Terms apply); and

Customer Personal Data the personal data set out in Part 2 of this Schedule, comprised in the Customer Data.

2. DATA PROCESSING

2.1 The customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

2.2 Both parties shall, in the course of performing their obligations under these Terms or the relevant contract comply with their respective obligations under the Data Protection Legislation.

2.3 If the Company processes any personal data on the customer’s behalf when performing any Services under these Terms, the Company and the customer record their intention that customer shall be the controller and the Company shall be a processor. If you order our Services directly and provide personal data directly to us, we will be a controller.

2.4 A general description of the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data is set out in Part 2 of this Schedule.

2.5 Without prejudice to the generality of paragraph 2.2 of this Schedule, the customer shall ensure that it has all necessary appropriate consents and notices in place to:

2.5.1 enable the lawful transfer of the Customer Personal Data to the Company;

2.5.2 process the Customer Personal Data; and

2.5.3 permit the Company to process the Customer Personal Data in accordance with and for the purposes of the provision of the Services requested by the customer and the performance of its obligations under these Terms.

2.6 The Company shall, in relation to the Customer Personal Data processed (as a processor) in connection with the provision of the Services and the performance of its obligations under these Terms or the relevant contract:

2.6.1 only process the personal data for the purpose set out in Part 2 of this Schedule and not for any other purpose unless the Company is acting on the written instructions of the customer or is otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union applicable to the Company (**Applicable Law**). Where the Company is relying on Applicable Law as the basis for processing Customer Personal Data, the Company shall notify the customer of this before performing the processing required by the Applicable Law (unless prohibited by such Applicable Law);

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- 2.6.2** ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 2.6.3** ensure that all personnel who have access to and/or process personal data are obliged to keep the Customer Personal Data confidential; and
- 2.6.4** only transfer the Customer Personal Data outside of the European Economic Area where it is necessary for the performance by the Company of its obligations under these Terms, the relevant contract or for the provision by the Company of its Services, provided always that the relevant conditions of the Data Protection Legislation are complied with;
- 2.6.5** assist the customer, at the customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 2.6.6** notify the customer without undue delay on becoming aware of a personal data breach;
- 2.6.7** at the written direction of the customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of any contract between the Company and the customer to which these Terms apply unless required by Applicable Law to store the Customer Personal Data; and
- 2.6.8** maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.
- 2.7** The customer acknowledges that certain Services provided by the Company may require the Company to transfer Customer Personal Data outside the European Economic Area in order for the Company to fulfil its duties in providing such Services and, subject to the Company agreeing to comply with the provisions of paragraph 2.6.4 above and without prejudice to paragraph 2.8 below, the customer agrees and consents to the Company making such transfers of the Customer Personal Data as the Company may deem necessary, appropriate or desirable for the effective provisions of the Services.
- 2.8** Where the customer requires the Company to transfer Customer Personal Data outside of the European Economic Area, the customer shall be responsible for ensuring that the data subject in question has explicitly consented to the Customer Personal Data being transferred outside of the European Economic Area and has, where appropriate, been informed of the possible risks involved. The customer warrants that it has obtained such consent prior to instructing the Company to carry out any such transfer. The customer shall indemnify the Company for any breach of this paragraph 2.8.
- 2.9** The customer further acknowledges that for the provision of certain Services, the Company may be required to appoint a sub-processor, including where the customer requires the Company (or the Company considers that it is necessary, appropriate or desirable) to share Customer Personal Data with third party companies in order for such third-party companies to facilitate the provision of the Services and/or to enable the Company to fulfil its obligations under the contract to which these Terms apply.
- 2.10** The customer agrees and consents to the Company appointing such sub-processors as are necessary for the provision of the Services and the performance of the contract. The Company confirms that it has entered or (as the case may be) will enter into a written agreement with such third-party processors which incorporates terms that are substantially similar to those set out in this Schedule. As between the customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 2.11.
- 2.11** Without prejudice to the generality of any other provisions of these Terms, the Company may revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to these Terms).



Part 2

Details of processing undertaking by The Company

Subject matter and duration of the processing	<p>The provision of certain Services by the Company (as ordered by the customer) which include the Company using Customer Personal Data.</p> <p>Such Services include (without limitation) company information searches, conveyancing and court searches, local authority searches, energy performance certificates, natural person searches and company formations.</p> <p>The Customer Personal Data will be processed for as long as is required to provide the Services and for the Company to comply with its obligations under the Terms and any other legal obligations. Certain Customer Personal Data may also be retained for a reasonable period to offer certain related services in the future (where the Customer has requested this, or where the Company has legal grounds to offer such services) or for other regulatory purposes.</p>
Nature and purpose of the processing	<p>Processing of Customer Personal Data in order to provide Services to the Customer as described above and operation of the Company's business.</p> <p>The Company may, in some cases, transfer Customer Personal Data overseas, including to countries outside of the European Economic Area. This includes instances where it is necessary or desirable for the Company to transfer the data in order to supply the Services or perform its obligations under the Terms.</p>
Type of Customer Personal Data	<p>The Customer Personal Data may include personal identification data (including names, addresses, dates of birth, places of birth, billing and bank account details and other personal identifiers) and such other personal data as may be supplied by the customer to the Company (as part of the provision of the Services by the Company to the customer).</p>
Categories of data subjects	<p>Individuals within the customer's business (including employees, officers, workers and contractors). individuals who the customer may represent. Other individuals whose details may be provided for the purposes of carrying out searches or for company formations.</p>

