



STANDARD TERMS & CONDITIONS

By placing an order with Quick Search Direct Limited (QSD), you are accepting our terms and conditions. Your existing statutory rights are not affected by these conditions.

These Terms and Conditions ('the Terms') govern your relationship with us. Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these terms, please do not place an Order for a Service with us.

1.0 Definitions

In these terms and conditions, the words below shall have the following meanings:-

'**We**', '**us**', '**our**' and '**QSD**' are all references to Quick Search Direct Ltd

'**Report**' means any search report or assessment prepared by us in respect of the Property or Company

'**Property**' means the address or location supplied by the Customer or Client in the Order for the Report.

'**Order**' means any request completed by the Customer or Client requesting the Report.

'**Customer**' means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

'**Client**' means the seller, buyer, potential buyer, lender or landlord in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

'**Fixed Fee**' means a set price given to the service offered

'**Next Day**' means your certificate will be produced next working day.

'**Working Day**' means Monday to Friday, excluding Bank or other Public holidays.

"**Appropriate Body**" means a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended.)

2.0 Agreement

We agree to supply the report(s) and/or assessments to the Customer/Client subject to these terms and the Customer/Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

3.0 Reports & Assessments

We will produce reports and assessments with reasonable care and skill and it is provided to the Customer and/or Client on the basis that they acknowledge and agree to the following:-

- 3.1 The information in our reports/assessments reflects that available to us on the date the reports/assessments was produced.
- 3.2 The information contained in a report/assessment can change on a regular basis and we cannot be responsible to the Customer and/or Client for any change in the information after the date on which the report/assessment was produced.
- 3.3 All our Regulated Local Authority Search Reports come with personal search insurance obtained from DUAL Asset Underwriting Limited, 1st Floor, Bankside House, 107 Leadenhall Street, London, EC3A 4AF covering the customer for up to £2million should the council make a mistake or if the data held by the council is inaccurate.
- 3.4 Our reports/assessments are produced for use in relation to individual property only and is for the property supplied in the order form.
- 3.5 Our reports/assessments are intended for the personal use of the customer and/or client.
- 3.6 In providing search reports and services we will comply with the Search Code as we are currently registered with the Property Codes Compliance Board (PCCB) as a subscriber of the Search Code.

4.0 Relationships

To the best of our knowledge neither the person nor persons who prepare our reports nor the person who carried out our search have any current or previous personal or business relationship with any person involved in the property transaction. If it has come to our attention that there is a relationship, we will make it clear in any reports.

5.0 Insurance Schedules

We will at all times ensure that we hold adequate insurance to carry out our tasks and where necessary we will ensure that any third parties we instruct to fulfill our obligations carry adequate insurance.

Our Professional Indemnity cover is provided by QBE, QBE European Operations, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD

Our Regulated Local Search Information Accuracy Indemnity Insurance is provided by DUAL Asset Underwriting Limited, 1st Floor, Bankside House, 107 Leadenhall Street, London, EC3A 4AF

We will at all times provide our Insurance details or copies of any cover notes to our registered customers or any other person(s) involved in the transaction upon request. We ask that we are allowed at least 24 hours to provide these details.

We will ensure that all our assessors and engineers hold the relevant insurance and will provide copies of any policy upon request. We ask that we are allowed at least 24 hours to provide these details.

6.0 Data Protection

All instructions and information received by us shall be dealt with by us in strictest confidence. We will not provide any details or copy documents to third parties unless instructed to do so by the client, client's agent or by law. We are registered with the Information Commissioner's Office as a Data Controller under registration no Z3480801.

7.0 Copyright

The copyright and intellectual property rights in the Report shall remain our property.

7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and/or Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

8.0 Complaints Procedure

Quick Search Direct Ltd is registered with the Property Codes Compliance Board as a subscriber to the Search Code and a key commitment under the Code is that firms will handle any complaints both speedily and fairly.

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.

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 Web: www.tpos.co.uk

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

Complaints should be sent to:-

Mr. Andrew Andreou, CCO, Quick Search Direct Ltd, 140 Latymer Road, Edmonton, London, N9 9PW Tel: 020 7183 3240 - E-mail: info@qsd.org.uk

9.0 Memberships

We are currently registered with the Property Codes Compliance Board (PCCB) as a subscriber of the Search Code, a member of IPSA (The Independent Association of Personal Search Agents) and accredited with Stroma. We will at all times display their logos on the relevant search reports and will follow their Codes of Practice. In supplying search reports and services we will comply with the Search Code.

You can find our memberships using the following links:-

PCCB - <http://pccb.org.uk/register-of-firms>

IPSA - <http://www.ipsa-online.org/>

Stroma - <https://www.stroma.com/certification>

10.0 Payment

Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by QSD, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with QSD for payment for Reports, QSD must receive payment in full before the Report(s) are dispatched. For Customers with credit accounts, payment terms will be as agreed with QSD.

11.0 Events Beyond Our Control

Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

12.0 Time allocation for jobs

We allocate 2 hour time slots from Monday to Saturday for any property assessments and these are supplied on a first come, first served basis. Your assessor can arrive any time between the start of your slot and the end of your slot. Sometimes it may be necessary to re-schedule an appointment due to factors beyond our control. If it is necessary to do this, we will attempt to contact you to try and re-schedule another appointment as soon as possible at a mutually convenient time.

13.0 Missed Appointments

If you are unable to keep a service appointment please contact us to re-book the appointment on 020 7183 3240 as soon as possible. Cancellations made less than 24 Hours before the appointment is due will incur an administrative charge of £30.00 inc VAT.

Non-attendance or call out will be charged, where the engineer cannot gain access to property, boiler is not working, no gas or electrical supply or no access to gas meter – when onsite and will incur a £30.00 per administrative charge.

In cases of legionella risk assessments, if the assessor is unable to gain access to the boiler or water supply system it will be treated as a missed appointment.

Please note that all terms apply to any third party contractors you instruct to be at a premises on your behalf e.g. if you have a tenant that will be giving us access to the property the same terms apply.

Our quotes for inventories include of up to 2 bathrooms/shower rooms/WC's, 1 reception room, 1 kitchen & 2 floors/levels. If we attend the property and this is not the case, we will cancel the appointment and it will be classed as a missed appointment.

14.0 General Principles of Business

At all times we will:-

- Display the Search Code logo prominently on the relevant search reports
- Act with integrity and carry out work with due skill, care and diligence.
- Conduct business in an honest, fair and professional manner.
- Ensure that all search services comply with the law, registration rules and standards.
- Handle complaints speedily and fairly
- Monitor our compliance with the IPSEA, the Property Codes Compliance Board and any other governing/monitoring body that we may register with.
- At all times maintain adequate and appropriate insurance to protect consumers
- Train our staff to the level that they are competent to carry out their tasks to complete search reports and understand the search industry and conveyancing process
- In providing search reports and services we will comply with the Search Code

15.0 Independent Dispute Resolution

We would like to point out again that 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, Tel: 01722 333 306 and email: admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with their final decision. You have 12 months from the date of our final response letter to make a complaint.

16.0 Miscellaneous Matters

- QSD provides a wide range of search reports and are neither Process Servers nor Enquiry Agents.
- Unless otherwise agreed, all instructions must be in writing and include full postal address, location plan, company name and the appropriate fee.
- Instructions received after 4.30pm will be treated as being received on the next working day.
- QSD Ltd undertakes to ensure that in the case of Regulated Local Authority Searches information will only be obtained by fully trained staff, or associates experienced in carrying out Local Authority Searches.
- All our searches are covered by our Professional Indemnity insurance for up to £2m per search against 'errors and omissions'.
- In carrying out Regulated Local Authority Searches we will inspect all public and other registers made available by the local authority and any other relevant organisations.
- 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. we undertake to inform the client of such fees at the time of the request.
- We aim to complete all services within five working days. However, where this is not possible due to external factors e.g. local authority appointment systems, we will provide an estimated completion date.
- Search Reports will be returned electronically or by fax; As a carbon neutral organisation we do not provide hard copies as standard
- Our quotes for inventories include of up to 2 bathrooms/shower rooms/WC's, 1 reception room, 1 kitchen & 2 floors/levels.
- Unless otherwise agreed standard payment terms cash, BACS or cheque with the instruction
- Please note invoices and statements are submitted electronically. We are a carbon neutral Company and consequently does not provide hard copies of search reports and other documentation as standard unless requested
- We reserves the right to withhold any results until payment has been received
- All information held by us is covered by the Data Protection Act
- Each search is deemed to be an individual contract governed by English Law
- When you book a property assessment, our Preparing for your Assessment document will form part of these terms of business.

QUICK SEARCH DIRECT LTD

140 Latymer Road, Edmonton, London, N9 9PW

Tel: 020 7183 3240 - Fax: 0845 004 7770

E-mail: info@qsd.org.uk - Website: www.qsd.org.uk

Signed on behalf of Quick Search Direct Ltd



ANDREAS D. ANDREOU
CHIEF COMPLIANCE OFFICER

These Terms & Conditions are dated this 1st day of January 2021