

Terms and Conditions

1 .Definitions

- 1.1 The Service Provider is BLS,also trading as BLS Law Agency Services.
- 1.2 The Applicant is the Individual, Organisation, or Appointed Officer of said Organisation placing a Request with the Service Provider.
- 1.3 The Third Party Provider is any Organisation from which the Service Provider obtains data and/or information on behalf of the Applicant in the normal course of fulfilling the Applicant's Request.
- 1.4 The Request is a formal request lodged by the Applicant with the Service Provider to retrieve specific data and/or information.
2. The placing of a Request by the Applicant with BLS confirms acceptance of these terms and conditions.
- 3 Any Order Form produced by BLS either printed or published on the website, is an invitation to treat. The Applicant makes an offer to buy from BLS by the submission of a Request, subject to Clause 7.
4. BLS reserves the right to refuse any Request.
5. BLS reserves the right to cancel any Request at any time.
6. The Applicant is not required to use an BLS Order Form when submitting a Request. BLS cannot be held responsible for errors or omissions arising from Requests submitted in a format other than an Order Form, including, but not limited to: illegible text; vague or imprecise instructions; incomplete or incorrect information.
- 7 Acceptable modes of transmission for a Request are facsimile, telephone, electronic mail, online transmission BLS website only, Document Exchange (DX), Royal Mail, or courier appointed by the Applicant.
8. Proof of transmission of a Request by the Applicant does not constitute proof of receipt by BLS.
9. Should the Applicant submit a duplicate Request, in whole or in part, even for an intentional purpose including but not limited to confirmation or pre-payment, then BLS is not liable for any resultant Fees, Taxes and Disbursements if the Applicant has not clearly indicated that the Request is a duplication. The Applicant remains liable for such Fees, Taxes and Disbursements unless and until BLS expressly agrees in writing that they be waived.
10. It is the responsibility of the Applicant to ensure the accuracy of all data and/or information provided to BLS as part of the Request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
11. BLS may request additional relevant data and/or information from the Applicant in the course of fulfilling a Request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
12. BLS may request clarification of data and/or information supplied by the Applicant.
13. If, subsequent to Clause 11 and/or Clause 12, requested data and/or information is not provided and/or clarified, BLS cannot be held responsible for any resultant loss or delay.
14. If, subsequent to Clause 11 and/or Clause 12, requested data and/or information is not provided and/or clarified within a reasonable period, BLS reserves the right to cancel the Request in whole or in part. The Applicant remains liable for all Fees, Taxes and Disbursements accrued prior to the Cancellation.
15. BLS will, in the process of fulfilling the Request, retrieve data and/or information from appropriate Third Parties.
16. BLS reserves the right to subcontract data and/or information retrieval to selected Organisations and/or Individuals.
17. BLS is not required to reveal the identity of its Subcontractors.
18. The local authority will be liable for any neglect or incorrect entry in the records searched. However, insurance provided with BLS searches provides cover for errors and omissions in local authority data and record.
19. BLS will be liable for any negligent or incorrect interpretation of the records searched, or recording of that interpretation in the report.
20. The Request is fulfilled when all data and/or information requested by the Applicant has been retrieved by BLS and delivered to the applicant by the method referred to in Clause 23.
21. The Applicant may add to the Request at any time, subject to Clause 20.
22. Data and/or information requested by the Applicant subsequent to the instance of Clause 20 constitutes a new Request.
23. The Applicant will receive the retrieved data and/or information by Electronic Email, Royal Mail, or courier appointed by BLS (Normal Delivery). Additional Delivery by Facsimile may be requested. Alternative Delivery arrangements are at the discretion of BLS.
24. BLS is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of Document Exchange (DX) or Royal Mail. Most retrieved data and/or information is archived by BLS and a copy may be requested by the Applicant. If BLS is unable to archive certain data and/or information; on such occasions, BLS reserves the right to treat the request as a new Request.
25. Normal Delivery (or Alternative Delivery at the discretion of BLS is accompanied by an Itemised Invoice for the work undertaken. The Applicant agrees to provide BLS with remuneration for the full amount shown on the Itemised Invoice, including all Fees, Taxes and Disbursements.
26. Where possible, the Applicant will receive Advance Notice of the cost of the Request prior to receipt of the Itemised Invoice.
27. Additional Fees, Taxes and Disbursements may arise during the course of data and/or information retrieval, over and above Advance Notice costs as in Clause 26. The Applicant is liable for any such additional costs. Where possible, the Applicant is notified of additional costs prior to fulfilment of the Request.
28. The Applicant shall pay in advance of receipt of the Itemised Invoice. The Applicant remains liable for any

underpayment.

29. Any overpayment on the part of the Applicant will be refunded. Arrangements for refunds are agreed on a case by case basis, through discussion between and the Applicant.

30. The Applicant may cancel the Request in whole or in part at any time prior to Clause 20.

31. If the Applicant cancels the Request in whole or in part prior to Clause 20, the Applicant remains liable for all Fees, Taxes and Disbursements already accrued prior to the Cancellation.

32. Publication of Fees, Taxes and Disbursements on the website constitutes Advance Notice for the purposes of Clause 26.

33. Third Party and Subcontractor Terms and Conditions shall apply in addition to these clauses. Should any conflict arise between BLS Terms and Conditions and Third Party and/or Subcontractor Terms and Conditions, then BLS Terms and Conditions prevail unless and until BLS expressly states otherwise in writing and/or courts of England and Wales establish otherwise.

34. No variation by the Applicant to these Terms and Conditions is effective unless and until BLS expressly agrees in writing.

35. BLS reserves the right to alter these Terms and Conditions as appropriate, without notice, at any time. Such amended Terms and Conditions will become effective upon publication on the BLS website.

These Terms and Conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.

36. All searches carried out by BLS are covered by £5,000,000 professional indemnity insurance provided by HISCOX.

37. That "BLS Law Agency Services assumes that the value of the property does not exceed £5 million and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the value of the property exceeds £5 million". Where the firm is so advised it must either increase its PI cover to match the higher value or else decline to undertake the search where the value of the property exceeds £5 million.

38. The terms of this contract may be enforced by the seller, a potential or actual buyer of the property interest, or a mortgage lender.

39. In providing search reports and services BLS will comply with the Search Code.

40. 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 (web site www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

BLS

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by BLS, Babal House, 43 The Rise, Uxbridge UB10 0 Tel: 02085741987 JN Email: sales@blsonline.co.uk 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 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.

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

Web site: www.tpos.co.uk

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: Mr. B.S. Dhaliwal, BLS, Babal House, 43 The Rise, Uxbridge UB10 0JN

Tel: 02085741987

Email:

sales@blsonline.co.uk

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.

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