

Terms of business

PinPoint Information Ltd, Riverbank House,
1 Putney Bridge Approach, London SW6 3JD
t: 0844 822 3960 e: info@pinpointinformation.co.uk

1 Definitions

In these Terms the following words shall have the following meanings:

- 1.1 “Charges” means our charges for providing the Services.
- 1.2 “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property, and/or the individual or organisation to whom You provide professional services as an agent and/ or Your professional advisors, where applicable.
- 1.3 “Confirmation of Order” means when we confirm acceptance of your Order by electronic means.
- 1.4 “Information” means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.
- 1.5 “Intellectual Property Rights” means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.6 “PIO” (Pinpoint Information Online) is the Pinpoint website system. You will have been supplied a username and password for accessing the website.
- 1.7 “Literature” means our brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.8 “Order” means the request for Services by You.
- 1.9 “Request” means the electronic request via website.
- 1.10 “Property” means an address or location for which Pinpoint Information provides a Service.
- 1.11 “Report” means report prepared by the suppliers in respect of the Property.
- 1.12 “Service(s)” means the supply of services by Us to You on your behalf.
- 1.13 “Supplier” means any organisation or third party who provides data or information or reports of any form to Pinpoint for the purposes of providing the Services.
- 1.14 “Terms” means these terms and conditions of business.
- 1.15 “You” and “Your” are references to the individual, company, partnership or organisation who accesses the Website or places an Order with Pinpoint.
- 1.16 “Website” means one of the family of Pinpoint websites for which we have supplied you with a username and password.
- 1.17 “We”, “Us”, “Our”, “Pinpoint”, “Pinpoint Chancel”, “Pinpoint Chancel Search” and “PinPoint Chancel Insurance” are references to Pinpoint Chancel Ltd whose registered office is at Riverbank House Putney Bridge Approach London SW6 3JD.
- 1.18 “Reseller” means a reseller of the Company whom the Company has duly appointed to resell its Products and Services.
- 1.19 “Account” means the account with credit limit established by a Customer with the Company and/or the Reseller for the purpose of purchasing Products or Services.

2 Agreement

- 2.1 The agreement between You and Pinpoint shall come into existence when Pinpoint accepts your Account Registration
- 2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and Pinpoint to the exclusion of all other terms and conditions.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by Pinpoint. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3 Services

- 3.1 Pinpoint shall use reasonable care and skill in providing the Services to You, and in providing search reports and services will comply with the Search Code, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and Pinpoint does not warrant the accuracy or completeness of such information or data.
- 3.2 Pinpoint will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
- 3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.
- 3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.
- 3.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

- 3.6 To receive Services from the Company You have to set up an Account. Once you have opened an account you will be able to set up as Approved Users and you will be able to purchase services

4 Charges

- 4.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.
- 4.2 Pinpoint reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.
- 4.4 When paying by credit card, we automatically receive proof of payment.
- 4.5 If your account is set up for BACS payments, payment is required the same day and you will daily send us a statement of the payments to us.
- 4.6 If your account is set up for Direct Debit, we will collect the payment directly from your bank.
- 4.7 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.
- 4.8 Invoices will be sent to you electronically (or made available online), or by post, confirming individual items of an order and the Charges for that order.

5 Cancellation of Services

- 5.1 Due to the instant process of the Pinpoint Chancel "screening search" it is not possible for a Pinpoint chancel "screening search" to be cancelled.
- 5.2 Cancellation of Pinpoint chancel search insurance: If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and within 14 days either from the day of purchase of the insurance or on the day on which you receive your policy documentation, whichever is the later. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

6 Termination

- 6.1 Pinpoint may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:
- (i) You fail to make any payment due in accordance with Term 4;
 - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.
- 6.3 Pinpoint reserves the right to refuse to supply any or all Services to You without notice or reason.

7 Events Beyond Our Control

- 7.1 You acknowledge that the Company shall not be liable for any interruption, delay, or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, computer malfunction, inaccurate processing of data, or delays in receiving, corruption of data whilst in the course of conversion, printing, telecommunications failure or overload, loading or checking data, geo-coding, or processing by computer in the course of electronic communication.

8 Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.

- 8.3 As the information contained in the Services is provided to Pinpoint by its Suppliers, Pinpoint cannot control its accuracy or completeness, nor is it within the scope of Pinpoint's Services to check the information provided by its Suppliers. Accordingly, Pinpoint will only be liable to You for any loss or damage caused by its negligence or wilful default and Pinpoint shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall Pinpoint have any liability if the Services are used otherwise than in accordance with these Terms.

- 8.4 Pinpoint shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Pinpoint.

- 8.5 Pinpoint shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

- 8.6 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law.

- 8.7 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

- 8.8 We have insurance in place to protect the client against negligence by us and with regard to information to be included in the report. However, PinPoint assumes that the value of the property does not exceed £2 million, and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the property exceeds £2million.

Our insurers in respect of the report are:
HCC International, Fitzwilliam House,
10 St Marys Axe London EC3A 8BF.

8.9 FCA Status - PinPoint Information Products Ltd are an Appointed Representative of PIB Risk Services Limited. PIB Risk Services Limited is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 308333. PIB Risk Services Limited is registered in England and Wales. Company Registration Number 02682789. Registered Office: Rossingtons Business Park, West Carr Road, Retford, Nottinghamshire, DN22 7SW.

8.10 The insurance which is the subject of Terms of Business is provided by Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, Tel 0800 158 2236. Pinpoint Chancel Ltd are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

9 Intellectual Property Rights

- 9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Pinpoint or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
- 9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with PinPoint Chancel Information change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.
- 9.5 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

10 Assignment & Title Retention Clause

- 10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent. 10.2 We may assign the agreement or any part of it to any person, firm or company.
- 10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.

11 General

- 11.1 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.
- 11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
- 11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 11.5 Unless otherwise stated in these Terms, all notices from You to PinPoint Chancel Information or vice versa must be in writing and sent to Executive office address: Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or Your address as stipulated in the Order.
- 11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

12 Complaints procedure

If You have a complaint regarding the Company's Services or Products, please send the details in writing to Pinpoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or email to info@PinPointinformation.co.uk or telephone 0844 822 3960. We will handle any complaints both speedily and fairly, we will:

- i) Acknowledge your complaint within 1 working day of receipt;
- ii) Normally deal with it fully and provide a final response in writing within 20 working days of receipt;
- iii) Keep you informed by letter, telephone or email, as you prefer. If we need more time;
- iv) Provide a final response, in writing, at the latest within 40 working days of receipt;
- v) Liaise, at your request, with anyone acting formally on your behalf. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. If you are not satisfied with our final response, or if we exceed the response timescales, you may take one of the following actions:
 1. If your complaint is in relation to our search products: You may refer your complaint to The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury SP1 2BP
 2. If your complaint is in relation to our insurance products: You may refer your complaint to the Financial Ombudsman Service; Exchange Tower Harbour Exchange London E14 9S

13 Data Protection

As required by the UK General Data Protection Rule 2018, we follow strict security procedures in the storage and disclosure of the information you have given to us. For further information please refer to Data Protection on our website - www.PinPointinformation.co.uk

14 Privacy Statement

We use the information we collect about you to process orders and to provide an improved service for our customers. Our Privacy Policy is compliant with the Data Protection Act 2018 and associated legislation. For further information please refer to our Privacy Statement on our website www.PinPointinformation.co.uk

15 Search Code

Important consumer protection information

This screening product has been produced by Pinpoint Chancel Ltd of Riverbank House, 1 Putney Bridge Approach, London SW6 3JD, Tel 0844 822 3960; info@PinPointinformation.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 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 UK.

It 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, your search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the 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 us, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure (see paragraph 12). 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 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 'Pinpoint Chancel Ltd' in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details

The Property Ombudsman scheme, Milford House
43-45 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