

Schedule 3 Pinpoint Standard Terms and Conditions

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 either 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 "PCO" (PinPoint Chancel Online) is the PinPoint Chancel 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"

and "PinPoint Chancel" are references to PinPoint Chancel Search Ltd whose registered office is at Sophia House, 28 Cathedral Road, Cardiff CF11 9LJ.

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, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and PinPoint Information 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, save as precluded by law, and covered by the insurance policies herein PinPoint will only be liable to You for any loss or damage caused by its negligence or wilful default, however the Company has used reasonable endeavours to ensure that the content services and sources used are accurate comprehensive and free from errors, omissions or misstatements, 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 errors omissions and negligence by us with regard to information to be included in the report. Our insurers in respect of the report are: Chartis Insurance, The Chartis Building, 58 Fenchurch Street, London, EC3M 4AB

8.9 FSA Status - 'PinPoint Chancel Insurance' is a trading style of PinPoint Chancel Search Ltd who are an Appointed Representative of Arlington Insurance Services Ltd who are Authorised and regulated by the Financial Services Authority. FSA Registration number 442301. This can be checked by visiting www.fsa.gov.uk/register or contacting FSA on 0300 500 5000.

8.10 PinPoint Chancel Search Insurance policies are provided by Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, Tel 0800 158 2236. PinPoint Information 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 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 Search or vice versa must be in writing and sent to PinPoint 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 Search Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or email to info@pinpointchancel.co.uk or telephone 0844 822 3960. We will handle any complaints both speedily and fairly, we will:

- 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

If You are not satisfied with our final response 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; Beckett House, 4 Bridge Street, Salisbury, Wiltshire SP1 2LX

2.If your complaint is in relation to our insurance products: You may refer your complaint to the Financial Ombudsman Service; South Quay Plaza, 183 Marsh Wall, London E14 9SR

13. Data Protection

As required by the UK Data Protection Acts of 1984 and 1998, 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.pinpointchancel.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 1998 and associated legislation. For further information please refer to our Privacy Statement on our website www.pinpointchancel.co.uk

15. Search Code



IMPORTANT CONSUMER PROTECTION INFORMATION
This screening product has been produced by PinPoint Chancel Search Ltd of Riverbank House, 1 Putney Bridge Approach, London SW6 3JD, Tel 0844 822 3960; info@pinpointchancel.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, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom.** It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider 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 the front page of 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 all search services comply with the law, registration rules and standards.

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 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, Beckett House, 4 Bridge Street, Salisbury, Wiltshire SP1 2LX
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

