

HantsWight Searches Limited Terms and Conditions

HantsWight Searches Ltd. Supplies conveyancing searches for it's clients on the conditions set out below. These conditions cannot be varied unless agreed in writing by a Director of HantsWight Searches.

1. Acceptance of orders.

We are not obliged to accept any order and we may refuse to provide the services requested at any time without giving reason. There is no contract for services to be provided until the order has been accepted. Each order accepted is a new and separate contract.

2. Accuracy

We will use reasonable endeavours to ensure that the information contained within any report is accurate at the date of it's publication. You (the client) accept, however, that information on which the report is based may be subject to change from the date of it's publication and we cannot be held liable for failing to include or omit information in the report, which becomes publicly available after the date of the publication.

3. Timescale

Any indication that we may give as to the time in which we will deliver the report will be a good faith estimate only. We will use all reasonable endeavours to deliver the reports within the time-scale that we have estimated.

4. Charges

Unless stated otherwise, all charges will include VAT at the appropriate rate

5. Payment

You will receive a VAT invoice as soon as is practicable after the completion of the report. You will pay the invoice in full within 30 days of its issue date. Failure to pay will result in reporting the matter to the appropriate trade bodies and accreditation authority. Failure may also result in our refusal to accept any further orders from you.

6. Your Obligations

You are obliged to provide full, accurate and up to date information with your order. Your order should also be accompanied by a recent, legible and accurate plan of the property being the subject of the report. You agree that the report supplied is only for your use. Any client of yours receiving one of our reports is also bound by these conditions.

7. Cancellation

Should you wish to cancel or re-schedule an order, you must give as much notice as possible. If an appointment has already been made, we will endeavour to cancel the appointment at no cost to either party. We may have to pay the disbursement, which will be passed onto you. If the request to cancel is not received until the same working day as the appointment, the search will be carried out in full, and invoiced as such.

8. Intellectual Property Rights

All Intellectual Property Rights in the reports remain our property

9. Limitation of Liability

We will not accept liability for errors in reports where that error is caused by the inaccuracy of information held in a public register or public domain. We will not be responsible for errors in the registration of information.

We will not be held liable for errors caused by inaccurate information or documentation supplied by you at any time in the report process. We will not be held liable for delays caused by unforeseen circumstances.

Our entire liability for negligence will not exceed £2 million.

10. Force Majeure

We will not be held liable for any failure to perform the service due to an event beyond our reasonable control, we will notify you promptly of the reason for any delay, and you agree to allow us an extension to perform the service as is reasonably practicable.

11. Quality of Service

We agree to ensure that all services provided by HantsWight Searches Ltd. are carried out in a professional manner. All staff involved in the services we provided shall be competent and fully trained. All staff of HantsWight shall deal with you in a polite and helpful manner