

Terms and Conditions

1. Definitions.
 - 1.1. The Service Provider is Search Direct UK Limited, trading as Search Direct South Wales (SDSW).
 - 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 SDSW confirms acceptance of these terms and conditions.
3. Any Order Form produced by SDSW, either printed or published on the SDSW website, is an invitation to treat. The Applicant makes an offer to buy from SDSW by the submission of a Request, subject to Clause 7.
4. SDSW reserves the right to refuse any Request.
5. SDSW reserves the right to cancel any Request at any time.
6. The Applicant is not required to use an SDSW Order Form when submitting a Request. SDSW 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 via the SDSW 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 SDSW.
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 SDSW 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 SDSW 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 SDSW as part of the Request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
11. SDSW may request additional relevant data and/or information from the Applicant in the course of fulfilling an Request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
12. SDSW 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, SDSW 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, SDSW 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. SDSW will, in the process of fulfilling the Request, retrieve data and/or information from appropriate Third Parties.
16. SDSW reserves the right to subcontract data and/or information retrieval to selected Organisations and/or Individuals.
17. SDSW is not required to reveal the identity of its Subcontractors.
18. SDSW cannot be held responsible for the accuracy of data and/or information provided by Third Parties.

19. Subcontractors cannot be held responsible for the accuracy of data and/or information provided by Third Parties.
20. The Request is fulfilled when all data and/or information requested by the Applicant has been retrieved by SDSW 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 Document Exchange (DX), Royal Mail, or courier appointed by SDSW (Normal Delivery). Additional Delivery by Facsimile or Electronic Mail may be requested. Alternative Delivery arrangements are at the discretion of SDSW.
24. SDSW 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 SDSW and a copy may be requested by the Applicant. SDSW is unable to archive certain data and/or information; on such occasions, SDSW reserves the right to treat the request as a new Request.
25. Normal Delivery (or Alternative Delivery at the discretion of SDSW) is accompanied by an Itemised Invoice for the work undertaken. The Applicant agrees to provide SDSW 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 SDSW 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 SDSW 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 SDSW Terms and Conditions and Third Party and/or Subcontractor Terms and Conditions, then SDSW Terms and Conditions prevail unless and until SDSW 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 SDSW expressly agrees in writing.
35. SDSW 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 SDSW website.
36. These Terms and Conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.
37. Clauses 37 to 51 inclusive apply to ConveyIT users only.
38. Definitions.
 - 38.1 ConveyIT is the proprietary online conveyancing data exchange software system of SDSW.
 - 38.2 The Authorised User is the individual permitted to perform functions within ConveyIT.
 - 38.3 The User Level is the level of functionality permitted to an Authorised User, as defined in Clauses 38.4 to 38.7 inclusive.

- 38.4 User Level 1: Browser. The Browser is permitted to find and view the Requests and associated details assigned to that Browser; the Browser is permitted to open or download retrieved data and/or information relating to those requests.
- 38.5 User Level 2: User. The User is permitted the same functionality as the Browser; in addition, the User is permitted to submit a Request.
- 38.6 User Level 3: Admin User. The Admin User is permitted the same functionality as the User; in addition, the Admin User is permitted to view the Requests and associated details of all associated Users, submit a Request on behalf of a User, create a new Browser or User, modify details of an existing Browser or User, disable an existing Browser or User.
- 38.7 The Username is the unique combination of characters allocated to an Authorised User that identifies that Authorised User.
- 38.8 The Password is the unique combination of characters allocated to an Authorised User that permits that Authorised User access to ConveyIT.
39. A Search Request screen constitutes an Order Form for the purposes of Clause 3.
40. Use of the ConveyIT ordering facility is an acceptable mode of transmission for a Request in addition to those specified in Clause 7.
- 41.1 Clause 41.2 replaces Clause 23 for Requests placed using ConveyIT. Any references to Clause 23 refer instead to Clause 41.2.
- 41.2 The Applicant will receive the retrieved data and/or information by Electronic Mail; retrieved data and/or information is made available to the Applicant on the ConveyIT secure website (Normal Delivery). Additional Delivery by Document Exchange (DX), Royal Mail, courier appointed by SDSW or Facsimile may be requested in writing. Alternative Delivery arrangements are at the discretion of SDSW.
42. SDSW is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of telecommunications and/or Internet Service Providers.
- 43.1 Clause 43.2 replaces Clause 25 for Requests placed using ConveyIT.
- 43.2 The Applicant receives a Monthly Statement for the work undertaken. SDSW makes available an Itemised Invoice for each Request. The Applicant agrees to provide SDSW with remuneration for the full amount shown on the Monthly Statement and/or Itemised Invoice, including all Fees, Taxes and Disbursements.
44. All references to Itemised Invoice, other than in 43.2, should be replaced with Monthly Statement for Requests placed using ConveyIT.
45. ConveyIT must be used by Authorised Users only.
46. SDSW reserves the right to suspend or cancel any User's functionality at any time without notice.
47. An Authorised User is not permitted to divulge, or cause or allow to be divulged, his/her Username and/or Password to another individual, including any other Authorised User.
48. SDSW reserves the right to alter the functionality available at each or any User Level. Notice of any alterations will be provided in writing to Admin Users. It is the responsibility of the Admin User to provide notice to lower level Users.
49. SDSW reserves the right to alter the functionality and/or appearance of ConveyIT. Notice of alterations that will permanently affect the use of ConveyIT will be provided in writing to Admin Users. Notice of alterations that will temporarily affect the use of ConveyIT will be provided by telephone or electronic mail to Admin Users. It is the responsibility of the Admin User to provide notice to lower level Authorised Users.
50. An Organisation and/or Individual wishing to use ConveyIT must apply to SDSW in the first instance. An approved applicant will be provided with a Username and Password for a single Admin User. It is the responsibility of the Admin User to create any and all associated Authorised Users unless negotiated otherwise with SDSW. SDSW reserves the right to refuse any application.
51. SDSW reserves the right to suspend or cease the use of ConveyIT. Notice of suspension or cessation will be provided at the discretion of SDSW.