

## **Search Direct UK Ltd**

Search Direct UK Limited is the registered company for Search Direct South Wales, GWS Legal Services & BIRR Legal Services.

Registered in England and Wales.  
Registration Number: 4131604.  
VAT Reg No: 741 7395 20.

Registered Office: ConveyIT House, 28 Coity Road, Bridgend CF31 1LR.

Terms and Conditions are set out below for certain branches and systems operated by Search Direct UK Limited.

The terms and conditions govern the work carried out by Search Direct UK Limited but are not exclusive.

For more terms and conditions or details concerning certain enquiries please contact Search Direct UK Limited.

### **SDSW & GWS Terms and Conditions**

#### **ConveyIT**

#### **BIRR Terms and Conditions**

### **SDSW & GWS Terms and Conditions**

#### **1. Definitions**

- i. The Service Provider is Search Direct UK Limited, trading as Search Direct South Wales (SDSW).
- ii. The Applicant is the individual, organisation, or appointed officer of said organisation placing a request with the service provider.
- iii. 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.
- iv. The request is a formal request lodged by the applicant with the service provider to retrieve specific data and/or information.

#### **2. Requests**

- i. The placing of a request by the applicant with SDSW confirms acceptance of these terms and conditions.

- ii. 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 2.vi.
- iii. SDSW reserves the right to refuse any request.
- iv. SDSW reserves the right to cancel any request at any time.
- v. 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.
- vi. Acceptable modes of transmission for a request are facsimile, telephone, electronic mail, online transmission via the SDSW website only using CONVEYIT, Document Exchange (DX), Royal Mail, or courier appointed by the Applicant.
- vii. Proof of transmission of a request by the applicant does not constitute proof of receipt by SDSW.
- viii. 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.

### **3. Information on Requests and Results**

- i. 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.
- ii. SDSW 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.
- iii. SDSW may request clarification of data and/or information supplied by the applicant.
- iv. If, subsequent to Clause 3.ii and/or Clause 3.iii, requested data and/or information is not provided and/or clarified, SDSW cannot be held responsible for any resultant loss or delay.
- v. If, subsequent to Clause 3.ii and/or Clause 3.iii, 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.

### **4. Third Parties and Subcontractors**

- i. SDSW will, in the process of fulfilling the request, retrieve data and/or information from appropriate third parties.
- ii. SDSW reserves the right to subcontract data and/or information retrieval to selected organisations and/or individuals.
- iii. SDSW is not required to reveal the identity of its subcontractors.
- iv. SDSW cannot be held responsible for the accuracy of data and/or information provided by third parties.
- v. Subcontractors cannot be held responsible for the accuracy of data and/or information provided by third parties.

## **5. Results**

- i. 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 5.iv.
- ii. The applicant may add to the Request at any time, subject to Clause 5.i.
- iii. Data and/or information requested by the applicant subsequent to the instance of Clause 5.i. constitutes a new request.
- iv. 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.
- v. 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.

## **6. Costs and Fees**

- i. 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.
- ii. Where possible, the applicant will receive advance notice of the cost of the request prior to receipt of the itemised invoice.
- iii. 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 6.ii. The applicant is liable for any such additional costs. Where possible, the applicant is notified of additional costs prior to fulfilment of the request.
- iv. The applicant shall pay in advance of receipt of the itemised invoice. The applicant remains liable for any underpayment.
- v. 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.

## **7. Cancellation of Requests**

- i. The applicant may cancel the request in whole or in part at any time prior to Clause 5.i.
- ii. If the applicant cancels the request in whole or in part prior to Clause 5.i., the applicant remains liable for all Fees, Taxes and Disbursements already accrued prior to the cancellation.
- iii. Publication of Fees, Taxes and Disbursements on the SDSW website constitutes advance notice for the purposes of Clause 6.ii.

## **8. Compliance with PCCB and other Codes**

### *(a) Search Code Retailer and Complier*

- i. SDSW certifies that it will comply with the Search Code and that it will seek to abide by its spirit as well as its express provisions.
- ii. The Search Code logo will be displayed clearly on the front of all compliant search reports.
- iii. SDSW will always aim to act with integrity, and carry out work with due skill, care and diligence in line with the regulations specified by the Search Code.
- iv. All staff employed by SDSW will be trained to compile/retail property searches with thoroughness and diligence in line with the commitments set out in this Code.
- v. SDSW will monitor the performance of staff on a regular basis.
- vi. All data and information is handled with integrity, in accordance with data protection legislation and protecting copyright and intellectual property rights.
- vii. The most up-to-date available information and risks associated with the property from the sources consulted will be included in any report produced by SDSW.
- viii. Base search results will only be completed on legitimate sources: either a physical examination of public records; a response from an official entitled to provide the information; our own current records; or commercially available data.
- ix. SDSW will state clearly any report what specific sources of information have been searched and how the information was obtained; what additional sources of information may be available and where and how it may be obtained; and, where required information is unobtainable.
- x. SDSW will retain records of all search reports for a minimum of six years.
- xi. SDSW will maintain professional indemnity and run-off cover insurance, as prescribed by the Property Codes Compliance Board in consultation with the search industry.
- xii. In all instances SDSW will aim to conduct business in an honest, fair and professional manner.
- xiii. SDSW aims to handle complaints speedily and fairly in accordance with the rules set out by the PCCB. Please see Complaints Clause 9.

- xiv. On a regular basis SDSW will ensure it is compliant with relevant legislation and guidance issued under the Code, as well as Registration rules and standards specified by the Property Codes Compliance Board.
- xv. In compliance with the code SDSW will report to the Property Codes Compliance Board any breach of the HIP Code, Search Code or related legislation of which they become aware and which to their knowledge has been perpetrated by an estate agent, search provider or a HIP provider.
- xvi. To ensure compliance with the PCCB Codes SDSW has nominated a Code Compliance Officer who will formally audit compliance with the code at least once a year.
- xvii. At any reasonable time SDSW will readily facilitate and comply fully with an inspection undertaken by the Property Codes Compliance Board

*(b) HIP Code*

- i. SDSW certifies that it will comply with the HIP Code and that it has arrangements in place to ensure compliance.
- ii. SDSW will aim to fulfill all the key commitments set out by the Code at all times.
- iii. The HIP Code will be prominently displayed in all SDSW HIPs
- iv. All HIPs supplied by SDSW will be provided promptly
- v. SDSW will We will not delay, nor accept instructions to delay, the provision of a HIP or of any item required for inclusion in a HIP. Any action taken (or failure to take action) knowingly to delay the provision of a HIP would not be compliant with this Code.
- vi. If there is a delay in producing the HIP, SDSW will inform you of this and why the delay has occurred.
- vii. SDSW will train our staff properly to provide HIPs with thoroughness and diligence, in line with the commitments set out in this Code.
- viii. SDSW aims to handle complaints speedily and fairly in accordance with the rules set out by the PCCB. Please see Complaints Clause 9.
- ix. At all times SDSW will maintain insurance to protect a client as prescribed by the PCCB.
- x. SDSW will act with integrity and ensure that all HIPs services comply with relevant laws, regulations, and industry standards.
- xi. SDSW will comply with all relevant legislation set out in the HIP Code and conduct HIP searches under guidance issued under with such legislation.
- xii. SDSW will comply with the Registration rules and any standards specified by the Property Codes Compliance Board and issued to registered companies.
- xiii. SDSW will report to the Property Codes Compliance Board any breach of the HIP Code, Search Code or Home Information Pack legislation of which we become aware and which to our knowledge has been perpetrated by an estate agent, a search provider or a HIP provider.
- xiv. Queries raised on HIPs will be aimed to be replied within 7 working days by letter, telephone or email, as you prefer.

- xv. The Code is monitored and enforced by the Property Codes Compliance Board, which is an independent body funded by registered firms. The Board comprises representatives of search companies, conveyancers and HIP providers, and has a majority of consumer interest members.
- xvi. SDSW will readily facilitate and comply fully with any inspection of our compliance undertaken by the Board.
- xvii. Complaints concerning the general operation of the Code can be made to the PCCB.

## **9. Complaints**

- i. SDSW maintains an in house complaints procedure that is governed on specification laid out by English laws and compliance with certain search bodies and codes.
- ii. Any complaint made will be acknowledged within 5 working days of receipt.
- iii. SDSW will normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- iv. The complainant will be kept you informed by letter, telephone or e-mail, as they prefer, if more time is needed.
- v. A final response will be supplied , in writing, at the latest within 40 working days of receipt where possible.
- vi. SDSW will liaise, at the complainants request, with anyone acting formally on the complainants behalf.
- vii. The complaint system is not limited to these governing rules and exceptions do exist. Details and rules are subject to change without notification. For a full detailed explanation of the rules concerning complaints made to SDSW please contact Search Direct UK Limited.

## **10. Right to amend Terms and Conditions**

- i. 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.
- ii. No variation by the applicant to these Terms and Conditions is effective unless and until SDSW expressly agrees in writing.
- iii. 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.
- iv. These Terms and Conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.

## **ConveyIT**

The following Clauses exclusively apply to ConveyIT users only.

### **1. Definitions**

- i. ConveyIT is the proprietary online conveyancing data exchange software system of SDSW.
- ii. The authorised user is the individual permitted to perform functions within ConveyIT.
- iii. The user level is the level of functionality permitted to an authorised user, as defined in Clauses 1.iv to Clause 1.vii inclusive.
- iv. 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.
- v. User Level 2: User. The User is permitted the same functionality as the Browser; in addition, the User is permitted to submit a request.
- vi. 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.
- vii. The Username is the unique combination of characters allocated to an authorised User that identifies that authorised User.
- viii. The password is the unique combination of characters allocated to an authorised User that permits that authorised User access to ConveyIT.

### **2. Ordering via ConveyIT**

- i. A search request screen constitutes an Order Form for the purposes of SDSW Clause 2.ii.
- ii. Use of the ConveyIT ordering facility is an acceptable mode of transmission for a request in addition to those specified in SDSW Clause 2.vi.
- iii. Clause 2.iv replaces SDSW Clause 5.iv for Requests placed using ConveyIT. Any references to Clause 5.iv refer instead to Clause 2.iv.
- iv. 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.
- v. 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.

### **3. Costs and Fees**

- i. Clause 3.ii replaces SDSW Clause 6.i for requests placed using ConveyIT.
- ii. 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.
- iii. All references to itemised invoice, other than in Clause 3.ii, should be replaced with monthly statement for requests placed using ConveyIT.

#### **4. Use of ConveyIT**

- i. ConveyIT must be used by authorised Users only.
- ii. SDSW reserves the right to suspend or cancel any User's functionality at any time without notice.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.

## **BIRR Terms and Conditions**

### **1. Information**

- i. BIRR is a trading name of Search Direct UK Limited.
- ii. This agreement governs the use of the BIRR website, documents produced by BIRR and all associated and incidental services provided by BIRR and any resulting action taken by BIRR from the use of this website and other means of communication.
- iii. These standard terms also apply to the supply of all products including software products, unless BIRR otherwise agree in writing.
- iv. The terms and conditions of Search Direct UK Limited may be applicable to any relevant section of the BIRR Terms and Conditions.
- v. The use of the terms visitors, users, clients, applicants or customers refer to any person using the resources of BIRR. These terms includes the use of computer programs which a person might employ to communicate with the website.
- vi. The use of the term of request or instruction refers to any application or request for any type of work or product to be carried out or produced by BIRR or associate.
- vii. BIRR reserve the right to pursue any breach of our terms and conditions through all and any legal means at our disposal.
- viii. Every endeavor will be taken to ensure that the website is updated regularly to ensure its accuracy on all BIRR services.
- ix. The BIRR website provides clients with the necessary documents and information to complete their Company Formation.
- x. The BIRR website also contains all the relevant information on Secretarial or Business Services that are available from BIRR.

### **2. Website Usage Policy**

- i. Information and advice contained on the BIRR website is for personal company use only. A visitor may not use the website or the documents for any other purpose except for personal or company use.
- ii. Anyone using the information or advice contained on the BIRR website does so at their own discretion and must maintain all copyright and other notices contained in the content of the website.
- iii. As a condition of a visitors' use of this website, a visitor must warrant to BIRR that they will not use this website for any purpose that is unlawful or prohibited by these terms, conditions, and notices.
- iv. All visitors to [www.birr.co.uk](http://www.birr.co.uk) are required to familiarise themselves with the terms and conditions which stipulate acceptable practices relating to how they engage with the site.

- v. It is mandatory that by using any aspect of BIRR resources, all visitors are agreeing to these conditions stated here as well as any other terms which are displayed in other parts of the website.
- vi. Any usage of the BIRR website, whether accessing via a web browser or other means, transferring any content, printing pages or using an emailing facility is included within the definition of visiting the website.
- vii. All content contained within the website is the property of BIRR. This includes all of the site content, images, and other attributes which a part of the domain.
- viii. Neither the owners nor any persons contributing to the website provide any warranties or guarantees to visitors that the site is free from any error, material or otherwise. In no circumstances whatsoever will any visitor be provided with an indemnity against any loss due to information contained on the site or events which occur whilst using this resource.
- ix. While BIRR will commit its utmost to ensure the website remains accurate and up to date visitors should not assume that information contained within the BIRR website is either comprehensive or factual. If the visitor wishes to gain more information or confirmation of details please contact BIRR.
- x. Visitors to the BIRR website should also be aware that the accuracy of the website might change over time. We expressly make no claims that the information contained in the site is correct.
- xi. Users must treat the resource with due care and not engage in any practice which might reasonable be expected to harm the domain, the information contained in it or which might affect the availability of it.
- xii. The practices of hacking, attacking, gaining unauthorised entry to information, or plagiarising any content is expressly forbidden. Any other action which could reasonable be predicted to cause distress to the website, its hosting or any facility which is used in its provision would constitute a violation of the terms and conditions. BIRR will look to prosecute and act upon any such action with full legal force.
- xiii. BIRR reserves the right to update, change and maintain the website at any time without prior notice. This includes the prerogative to significantly change any aspect of the domain, content, design, coding or any other aspect of the site.
- xiv. BIRR may withdraw the website and all content at any time, whether temporarily or permanently. We accept no obligations to continue to produce or make available any content or other resources.

### **3. Data Protection**

- i. Any recipient of BIRR services or products and any visitor to the BIRR website acknowledges and agree to be bound by the terms of our privacy policy.

- ii. It BIRR policy to observe confidentiality with regard to the identity and affairs of our customers to the extent permitted by law, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.
- iii. BIRR will use personal information which we hold about a client to provide our services and products to the client, for credit control and market research purposes and to inform a client about our services and products, and any other contact which we believe may be of interest to a client.
- iv. BIRR may share a clients information, which may be reasonable expected, with other companies in the Search Direct Group or with associated companies to BIRR. Any directly strict or detailed personal information will not be shared.
- v. In order to provide services to a client we may be required to pass a clients personal information to parties located outside of the European Economic Area in countries which do not have data protection laws equivalent to those in the UK.
- vi. Where 3.iv is relevant BIRR will take reasonable steps to ensure the privacy of a clients information.
- vii. Except in the situations listed above (3.i – 3.v) or as required or allowed by law or other regulation, BIRR will not pass, disclose, rent or sell a clients personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without a clients prior consent.
- viii. If a client does not wish to receive information from BIRR please write to; BIRR Legal Services, ConveyIT House, 28 Coity Road, Bridgend, CF31 1LR, marking the envelope 'Data Protection'.
- ix. A client has the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about that client.

#### **4. BIRR Guide and Forms**

- i. It is the responsibility of the applicant to ensure the accuracy of all data and/or information provided to BIRR as part of a request, including, but not limited to, names, numbers, addresses, company shares, company articles and company directors details.
- ii. BIRR 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, company shares, company articles and company directors' details.
- iii. BIRR may request clarification of data and/or information supplied by the applicant.
- iv. BIRR cannot be held responsible for any resultant loss or delay if the requested information is not provided and/or clarified.

- v. BIRR reserves the right to cancel the request in whole or in part if the subsequent requested data and/or information is not provided and/or clarified within a reasonable period.
- vi. The applicant remains liable for all fees, taxes and costs accrued prior to the cancellation.

## **5. Instructions**

- i. BIRR provide services only on the basis that those instructing us give us all proper, necessary and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed, and indemnify us accordingly.
- ii. The placing of an instruction by the applicant with BIRR confirms acceptance of these terms and conditions.
- iii. Any order form or documentation produced by BIRR, either printed or published on the BIRR website, is an invitation to treat. The applicant makes an offer to buy from BIRR by the submission of an instruction.
- iv. BIRR cannot be held responsible for errors or omissions arising from requests submitted in a format other than on a standard BIRR document or form, including, but not limited to: illegible text; vague or imprecise instructions; incomplete or incorrect information.
- v. Acceptable modes of transmission for a request or instruction are facsimile, telephone, electronic mail, online transmission via the BIRR website only, Document Exchange (DX), Royal Mail, or courier appointed by the Applicant.
- vi. Proof of transmission of a request by the applicant does not constitute proof of receipt by BIRR.
- vii. Should a client submit a duplicate request or instruction, or a varied request or instruction, in whole or in part, even for an intentional purpose including but not limited to confirmation or pre-payment, then BIRR is not liable for any resultant fees, taxes and costs if the applicant has not clearly indicated that the request is a duplication or variation. The applicant remains liable for such fees, taxes and costs unless and until BIRR expressly agrees in writing that they be waived.
- viii. BIRR is not liable for any errors or omissions in the information provided to us or for the consequences of such errors and omissions. Failure to provide adequate instructions or contactable telephone numbers will delay the processing of an order. BIRR is not liable for such failure by customers and will not be liable for cost or loss incurred whether direct or consequential.

## **6. Prices**

- i. Where possible, a client will receive advance notice of the approximate cost of any request or instruction prior to any work being undertaken by BIRR and receipt of the itemised invoice.
- ii. Failure of such notification does not constitute refusal of payment or any other objection to prices and costs listed in an invoice.
- iii. It is the clients responsibility to enquire about approximate costs before instructing BIRR to carry out services or supply products.
- iv. Additional fees, taxes and costs may arise during the course of producing a service or product by BIRR. Notice of an additional cost will be supplied to the client where possible.
- v. Advanced notice of an additional cost may not always be necessary or possible and may be assumed as part of the original approximate price for the service or product.
- vi. The client is liable for any such additional costs.

## **7. Results and Performance of Contract**

- i. BIRR accept no responsibility for the accuracy of any part of any service, document or report where it is apparent that it is not derived from information in a public register. We do not accept responsibility for any inaccuracy, omission or other error in any public or governmental register upon which services are based and produced.
- ii. In event of the performance of any obligation accepted by the company being prevented, delayed or in any way interfered with we will aim to deal with the issue and situation as fast as possible and remove and prevent any inconvenience to your company.
- iii. A client may add to a request or instruction to BIRR at any reasonable point but accept that delay for the initial request or instruction may result from such an addition or variation.
- iv. A client will receive the retrieved data and/or information by Document Exchange (DX), Royal Mail, or courier appointed by BIRR (Normal Delivery). Additional Delivery by Facsimile or Electronic Mail may be requested. Alternative Delivery arrangements are at the discretion of BIRR.
- v. BIRR is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of chosen delivery method by BIRR.

## **8. Payment**

- i. Normal delivery (or alternative delivery at the discretion of BIRR) is followed by an itemised invoice for the work undertaken. The applicant agrees to provide BIRR with remuneration for the full amount shown on an invoice, including all fees, taxes and other costs.
- ii. All services carried out under instruction by BIRR are due for payment by normal business means after invoice, including immediate payment via World Pay on the BIRR website.

- iii. Invoice accounts are due for payment fourteen days from the date of issue of the invoice.
- iv. BIRR will, if requested, provide an itemised invoice for the work carried out or products supplied.
- v. In some rare instances BIRR may require payment in advance before providing any services or products.
- vi. BIRR reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- vii. The applicant shall pay in advance of receipt of the itemised invoice. The applicant remains liable for any underpayment.
- viii. 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 BIRR and the client.

## **9. Response Times**

- i. BIRR will strive to improve response times for all instructions concerning services and products.
- ii. BIRR will respond to any query regarding any service or product as soon as possible and provide more information where necessary.
- iii. BIRR clients must accept that instructions, services or products may be delayed due to causes outside BIRR control but in all instances the quickest and most convenient method of communication and delivery will be used.
- iv. BIRR agrees to carry out any related instruction with Companies House within specified deadlines provided all information and documentation is delivered to BIRR with reasonable time.
- v. BIRR accepts no responsibility for delayed results or missed deadlines and consequential penalties. It is the clients responsibility to ensure that all documentation is completed adequately and delivered to meet such deadlines.
- vi. The client agrees to cooperate and provide all necessary information in a timely manner and within 14 days of receiving such a request for returned paperwork by BIRR in order for the work to be processed and delivered to corresponding parties including Companies House.

## **10. Delivery of Results**

- i. Products are delivered using first class post, fax or email (as appropriate), unless otherwise stated. Services are provided using reasonable skill and care.
- ii. Products and services will be provided in accordance with the timescales set out in the Consumer Protection (Distance Selling) Regulations 2000 unless otherwise agreed with you.

## **11. Cancellation Policy**

- i. Clients purchasing any of BIRR services or products will not be eligible to cancel their order as transactions where the computer software is unsealed by the computer immediately on purchase is exempt under the Consumer Protection (Distance Selling) Regulations 2000.
- ii. BIRR specifically reserves the right to refuse any and/or all its services to any client without giving any reason or explanation.
- iii. Any service that has been processed and dealt with by an employee of BIRR is subject to charge upon a request of cancellation.
- iv. Where a client instructs BIRR to undertake any service, the client will be responsible for the costs that were incurred in providing that service whether or not it proceeds to its conclusion.
- v. Where we provide a product to a client, if a client wishes to cancel and return the order it must be returned at the clients cost unopened, unused in any form and in its original condition. If not a refund and cancellation will not be permitted.

## **12. Third Party Contracts, Reliance, Rights**

- i. BIRR will, in the process of fulfilling a request or instruction, retrieve data and/or information from appropriate third parties.
- ii. BIRR reserves the right to subcontract data and/or information retrieval to selected organisations and/or individuals.
- iii. The rights and reservations of third party property or services associated with BIRR are recognised as belonging to them.
- iv. BIRR reserve the right to have any third party links which may make reference to BIRR removed or altered. Such as request for removal may be submitted using verbal or written means and must be complied with as soon as is practicable. In any case, no such link or reference should remain in place after twenty eight days of such notification being sent. We reserve the right to seek compensation for any defamation which might occur irrespective of when the offending item is removed.
- v. Except for BIRR affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- vi. BIRR services, including but not limited to, Search and Company Credit Reports and Information Services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent.

- vii. BIRR accept orders and instructions only on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.
- viii. All services, including search reports and information services, are provided solely for the use of our client and that client's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any other third party.
- ix. BIRR is not required to reveal the identity of its subcontractors.
- x. Subcontractors cannot be held responsible for the accuracy of data and/or information provided by third parties.

### **13. Overseas Work**

- i. If a client instructs BIRR in relation to work which will be carried out outside Great Britain BIRR may, as an agent, directly or through an intermediary request another contractor to carry out some or all of this work for our client.
- ii. In such circumstances we have no control over the activities of those providing the service to our client ("Third Party Contractors").
- iii. BIRR take all reasonable care to choose Third Party Contractors with good reputations when instructing them on our clients behalf.
- iv. BIRR accepts no responsibility however for the services Third Party Contractors provide to our clients nor for any errors or omissions in their work product.
- v. If a mistake is made by Third Party Contractors that causes a loss, BIRR will, on being properly secured by a client as to costs, co-operate with the client in bringing proceedings against the contractor concerned.

### **14. Printing and/or Publications by BIRR**

- i. A client may not publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the BIRR Content, in whole or in part, except as expressly permitted in this agreement or otherwise permitted to do so in writing by BIRR.
- ii. The usage of any articles, contents, pictures, logos, of coding contained in the BIRR website is expressly forbidden without the written consent of the BIRR Managing Director.
- iii. Any such permission granted under 14.ii may be withdrawn at any time by notifying the party of such cessation of privileges. Such notification can take the form of written or verbal communication to the user.
- iv. The sending of written instructions to cease using any material, whether by letter, email or other means constitutes sufficient notification. In instances where verbal communication is used, the leaving of a message at an appropriate message centre will be deemed to have been delivered to the user.

- v. BIRR may accept material for printing and/or publication for certain relevant services or products.
- vi. Those submitting the material are responsible for ensuring it is free from defamatory matter and does not infringe copyright or any other third party rights, and that those instructing us indemnify us accordingly.
- vii. It is a clients responsibility to ensure that any proof material provided prior to printing and/or publication is checked and meets the clients specification.

## **15. Notices**

- i. Unless otherwise expressly stated in these terms and conditions, all notices from a client to BIRR must be in writing and sent to our contact address at BIRR, ConveyIT House, 28 Coity Road, Bridgend, CF31 1LR and all notices from BIRR to our clients will be displayed on our website from time to time.

## **16. Liability**

- i. In no event shall BIRR be liable for any indirect, incidental, special or consequential damages arising out of or in any way connected with the use of the documents, this website or the support service, whether based in contract, tort, strict liability or otherwise, except in relation to death or personal injury for which no limit shall apply.
- ii. The liability of BIRR for direct loss arising out of the use of the documents, this website, and the support service, whether based in contract, tort, strict liability or otherwise, is limited to the total value of the transactions under which the claim arises for any one event or series of connected events.
- iii. BIRR will not be liable in any circumstances for any resultant or consequently loss resulting from reliance being placed up on the information contained in the website or by documentation published by BIRR.
- iv. Visitors are acknowledging that it is solely at their discretion how they wish to interpret specific resources within the site and services and products.
- v. Clients must accept fully the consequences of any actions which they might subsequently take as a result of relying on documentation produced by BIRR or information published by BIRR or by entering the BIRR website.
- vi. Except in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law, we have no liability for loss or damage (direct, indirect or consequential) arising out of any single claim, event, or series of related claims or events (including claims based on negligence).

## **17. Jurisdiction**

- i. BIRR's relationship with a client will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.
- ii. Save as precluded by law, BIRR shall not be liable to a client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with our services or these Terms and Conditions.

## **18. Support**

- i. BIRR will provide technical support via email to help a client through the process of submitting a Company Formation details and downloading or using a BIRR product.
- ii. BIRR staff are available for further information, price quotations or accurate details regarding any BIRR service or product or affiliated company.
- iii. In certain circumstances BIRR is required by law to collect evidence of identity from our clients. If a client fails to supply any due diligence which BIRR request we will be unable to provide services to the client.

## **19. Not Legal or Accountancy Advice Provider**

- i. BIRR is not a legal company, financial advice centre or chartered accountant service.
- ii. While BIRR endeavors to provide true and correct information on all its services, it is not providing legal or accountancy advice.
- iii. Information contained on the BIRR website is for guidance purposes only. Before proceeding it may be advisable that independent advice is sought from appropriately qualified persons familiar with each individual's personal circumstances. Further, at no time may BIRR be held liable for advice provided by any and or all its partners.
- iv. BIRR will provide assistance with general queries regarding the completion of the relevant fields of Company Formation details etc; however we accept no responsibility for rejection of requests and can not be held responsible for any incorrect information or detail.
- v. BIRR will offer advice or referral to legal or accountant firms in situations and may subcontract work to these companies. However, BIRR will not be responsible for information or advice provided by such firms and liable in any respect to action taken upon such advice. Third Party contractors information details will be applicable in many instances governing such referral or sub contract work.
- vi. In the case of a dispute arising, users agree that English law will be the sole and determining reference for any claims or other grievance.

## **20. Complaints**

- i. If a client wishes to make a complaint, BIRR will:
  - (a) Acknowledge it within 5 working days of receipt.
  - (b) Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
  - (c) Keep the client informed by letter, telephone or e-mail, as the client prefers, if BIRR needs more time.
  - (d) Provide a final response, in writing, at the latest within 40 working days of receipt.
  - (e) Liaise, at the clients' request, with anyone acting formally on the clients' behalf.

## **21. Statutory Rights**

- i. These terms and conditions do not affect a clients' statutory rights.
- ii. These terms and conditions, together with BIRR current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods or services to the client by BIRR.
- iii. Nothing said by any sales person on BIRR's behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by BIRR.
- iv. Save for fraud or fraudulent misrepresentation, BIRR shall have no liability for any such representation being untrue or misleading.
- v. Contracts between BIRR and a client will be concluded in the English language and our relationship with a client will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

## **22. Right to Amend Terms and Conditions**

- i. BIRR reserves the right, at its discretion, to change or modify all or any part of this agreement at any time, effective immediately upon notice published on the BIRR website.
- ii. A clients' use of the BIRR services, products or website constitutes the clients' binding acceptance of these terms and conditions, including any changes or modifications made by BIRR as permitted above.
- iii. BIRR expressly reserves the right to modify these terms and conditions at any time by making such modifications on this page of it's website to take into account changing circumstances.
- iv. If services are ordered from BIRR in the future, the applicant is advised to revisit the Terms & Conditions pages of the website to familiarize themselves with any amendments that may have been made.
- v. BIRR reserve the right to make changes to these standard terms and rely upon other non specified terms and conditions in this agreement.

### **23. Other Terms and Conditions**

- i. Clients instructing BIRR to register their chosen company name will not be refunded for incorporations carried out on their behalf and accepted by Companies House.
- ii. Clients using, including but not limited to, the register and reserve a company name service, agree to pay the appropriate fee within three calendar months of incorporation.
- iii. The client agrees to pay the upgrade fees within the aforementioned period.
- iv. The client further agrees that BIRR is entitled to dispose of the company if the fees are not paid within the allotted period.
- v. The client understands that BIRR will charge the annual Registered Office and nominee company secretary fees after the period of 3 months has elapsed.

**This document was last revised December 2009.**