

## Elan Technology Group Ltd

### 1. General

- 1.1. These Terms govern the supply of Goods to You from the Company.
- 1.2. By electronically accepting these Terms as part of submitting an Order through the Ordering Platform and/or on receipt of confirmation of such an Order or by submitting an Order via any alternative means, You agree to be bound by these Terms and those of any Third-Party Supplier in relation to the Goods.
- 1.3. Following the formation of the Contract between You and Us (see clause 3), the Company will commence the process of delivering the Goods to You:
- 1.4. The parties to these Terms do not intend that any term 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.
- 1.5. No failure by You or Us to enforce the performance of any Provision shall constitute a waiver of the right to subsequently enforce that Provision or any other Provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver of any of Our rights under the Contract.
- 1.6. In the event that one or more of the Provisions are found to be unlawful, invalid or otherwise unenforceable, that / those Provisions shall be deemed severed from the remainder of the Provisions. The other Provisions or the remainder of the relevant Provision will continue in full force and effect.
- 1.7. Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 1.8. The headings used in these Terms are for convenience only and shall have no effect upon the interpretation of these Terms.
- 1.9. In providing the Goods We will comply with the Search Code™ as applicable.
- 1.10. The Company is an Appointed Representative of CLS Property Insight Limited (“**CLS**”), a managing general agent for insurance underwriting, which is authorised and regulated by the Financial Conduct Authority (FCA Number 718255). The Company is not authorised to provide advice on insurance products. You will not receive advice or a personal recommendation from us. We will ask sufficient questions to establish your demands and needs. Any quotation we give you will be consistent with those demands and needs. You will then need to decide how to proceed and whether you consider if the product is suitable for you. We do not guarantee the solvency of any insurer we place business with.
- 1.11. The Company is a Search Code™ Subscriber member of The Council of Property Search Organisations (CoPSO), a member of the UK Legal Tech Association and the Association of Independent Property Search Agents (IPSA).
- 1.12. You shall make any complaint regarding the Goods in accordance with the complaints procedure at the end of these Terms.

### 2. Definitions

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

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| <b>“Account”</b>             | means Your dedicated area of the Ordering Platform with unique login credentials.   |
| <b>“Additional Services”</b> | means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third-Party Supplier).  |
| <b>“Adverse Matter”</b>      | <p>in the context of a Regulated Local Authority Search or Regulated Optional Enquiry - means any matters having a detrimental effect on the fair market value of the Property as defined in the Personal Search Insurance Policy (PSI), that would or should have been disclosed in an L1, CON29 or CON29O (Law Society Copyright) had one been requested on the same date of the Regulated Local Authority Search or Regulated Optional Enquiry but was not disclosed on the Regulated Local Authority Search or Regulated Optional Enquiry. This includes where the Appropriate Authority's registers and information and / or the responses provided by the Appropriate Authority for the purposes of the Regulated Local Authority Search or Regulated Optional Enquiry were incorrect as at the date of the Regulated Local Authority Search or Regulated Optional Enquiry due to the Appropriate Authority's error or omission.</p> <p>In the context of a Regulated Drainage &amp; Water Search - means a matter affecting the Property as defined in the PSI, which would have been disclosed in the information provided by an Appropriate Authority in response to enquiries</p> |

	<p>in form CON29DW (Law Society Copyright) but which was not contained in the Regulated Drainage &amp; Water Search.</p>
<b>“Applicable Data Protection Laws”</b>	<p>means all legislation and regulations in force from time to time regulating the use of personal data and the privacy of electronic communications including, but not limited to, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 as amended, and any successor legislation.</p>
<b>“Appointed Representative”</b>	<p>means a person (entity) who is not authorised to carry out regulated activities and who enters into a contract with an authorised person (known as the 'principal') to carry out certain regulated activities specified in the Financial Services and Markets Act 2000.</p>
<b>“Appropriate Authority”</b>	<p>means either the local authority, Her Majesty’s Land Registry, or other public body with statutory responsibility for maintaining the registers and information that are the sources of information required to complete forms LLC1, CON29 and CON29O (Law Society copyright), or the water undertaker or other public body responsible for maintaining the registers and sources of information required to complete form CON29DW (Law Society Copyright), each as amended from time to time together Official Search(es).</p>
<b>“Business Client”</b>	<p>means the company, partnership or sole trader which has instructed Us to provide Goods for purposes of their trade, business or profession.</p>
<b>“Company / We / Us / Our”</b>	<p>means Elan Technology Group Ltd (T/A Elan) (CRN: 12866092), registered office at 2 Saffron Court, Wombwell, Barnsley, S73 0AP, which invoiced You for the Goods.</p>
<b>“Consumer”</b>	<p>means any person who order Goods from Us directly (i.e., not as a Business Client).</p>
<b>“Contract”</b>	<p>has the meaning given in clause 3.1.</p>
<b>“End User”</b>	<p>means any person who has an interest in the Property, including but not limited to, a seller, buyer, potential buyer or lender who is the intended beneficiary of the Goods.</p>
<b>“Goods”</b>	<p>means the supply of Regulated Searches, Additional Services or Third-Party Products to You in accordance with your Order.</p>
<b>“Insurance Product(s)”</b>	<p>means an insurance product which You order via the Ordering Platform or for bespoke policies via other electronic messaging facility (e.g., email). In both instances We will include the premium (including IPT) in our invoice to You which We are able to do as We are an Appointed Representative of CLS Property Insight Limited see <a href="http://www.cls.co.uk/about-us">www.cls.co.uk/about-us</a>. CLS’s Terms and Conditions apply to the insurance products which can be found here <a href="https://elanconvey.co.uk/third-party-terms">https://elanconvey.co.uk/third-party-terms</a>.</p>
<b>“Insured”</b>	<p>in the context of the PSI means the End User for whom the Search Report was produced who may be:</p> <ol style="list-style-type: none"><li>I. the owner, lessee or occupier of the Property</li><li>II. the potential or actual buyer of the Property</li><li>III. a Mortgagee.</li></ol>
<b>“Intellectual Property Rights”</b>	<p>means copyright, patent, design right (registered or unregistered), service or trademark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights.</p>
<b>“Marketing Collateral”</b>	<p>means leaflets, fee lists and promotional material in any type of media We make available to You from time to time in respect of the Goods.</p>
<b>“Official Search(es)”</b>	<p>means a property search which is provided by an Appropriate Authority.</p>
<b>“Order”</b>	<p>means an electronic, written or other request for Goods instructed by You or on Your behalf in respect of the Property.</p>
<b>“Ordering Platform”</b>	<p>means the browser/web-based application made available to You by Us as the primary means of placing an Order and supplying Goods to You.</p>
<b>“Personal Search Insurance (“PSI”)”</b>	<p>means the specialist search insurance policy (SSI) required as part of the Search Code™ and supplied at no cost to the End User with all Our Regulated Searches. Further details are provided in clause 9.6.</p>

<b>“Privacy Notice”</b>	means the Privacy Notice (which includes Our data processing notice) at <a href="http://www.elanconvey.co.uk/privacy-notice">www.elanconvey.co.uk/privacy-notice</a> or, if You place an Order as a Consumer, this refers to the consumer privacy notice at clause 11.4.
<b>“Property”</b>	means an address or location to which the Goods relate.
<b>“Provisions”</b>	means these Terms and any relevant Third-Party Supplier Terms, the Order and the Privacy Notice.
<b>“Quote”</b>	means a quotation for the Goods provided, in writing, to You generated by Us via the Ordering Platform or other electronic messaging facility (e.g., email).
<b>“Regulated Search(es)”;</b> <b>a. Regulated Drainage &amp; Water Search</b> <b>b. Regulated Local Authority Search</b> <b>c. Regulated Optional Enquiry</b>	means a property search being either (a) a report providing some of the information contained in a CON29DW (Law Society copyright), known as a Regulated Drainage & Water Search or (b) a report providing responses to the questions and information requested in forms LLCL, and CON29 (Law Society copyright), known as a Regulated Local Authority Search or (c) a report providing responses to the questions and information requested in form CON29O (Law Society copyright), known as a Regulated Optional Enquiry.
<b>“Search Code™”</b>	is the property search industry’s code of practice for search compilers and retailers <a href="http://www.copsso.org.uk/searchcode">www.copsso.org.uk/searchcode</a> as updated from time to time.
<b>“Search Pack”</b>	A pre-agreed combination of two or more of the Goods made as part of the same Order.
<b>“Third-Party Product(s)”</b>	means any part of the Goods which We source from a Third-Party Supplier and includes Insurance Products.
<b>“Third-Party Supplier(s)”</b>	means any organisation or third-party who provide Third-Party Products, Additional Services or information of any form to Us for the purposes of providing the Goods and includes providers of an Official Search.
<b>“Third-Party Supplier Terms”</b>	means the terms and conditions of Third-Party Suppliers which (a) can be found at <a href="https://elanconvey.co.uk/third-party-terms">https://elanconvey.co.uk/third-party-terms</a> or (b) which You have otherwise agreed to before ordering the Third-Party Product or accessing an Additional Service or (c) which apply by law to an Official Search.
<b>“Terms”</b>	means these terms and conditions of business which apply to supply of the Goods.
<b>“VAT”</b>	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
<b>“You and Your”</b>	refers to the Business Client or Consumer who accesses the Ordering Platform or otherwise places an Order with Us.

### 3. Contract

- 3.1. The Contract between You and Us shall be formed when We accept Your Order by sending You written confirmation (“**the Contract**”).
- 3.2. We may refuse to accept an Order for reasons including but not limited to where (a) the Goods are not available (b) there are payment or credit issues with Your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach of any regulatory provisions relating to the Goods ordered.
- 3.3. You accept responsibility for confirming that Order details relating to the Goods entered into the Ordering Platform, or instructed to Us by any other means, are correct and sufficiently detailed for Us to deliver the Goods. Please review your Order prior to submission to reduce the risk of errors as it may not be possible to cancel and/or provide a refund in certain circumstances (see clause 6).
- 3.4. In entering the Contract, as a Business Client, You acknowledge that You do not rely upon any representations save for those that have been expressly incorporated in the Provisions 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 the supply of the Goods.
- 3.5. If You are a Consumer then, while We accept responsibility for statements and representations made by Our employees or other authorised agents, please ensure You obtain any variations from the Provisions are confirmed in writing.
- 3.6. These Terms are reviewed annually (as a minimum) and may be varied following such a review. The Provisions applicable at the time of the Order, shall govern the Contract to the exclusion of all other terms. You agree to be bound by the Provisions when You place any Order. We recommend that You print or otherwise save a copy of the Provisions for future reference.
- 3.7. No variation to these Terms, or to the Contract, shall be binding unless agreed in writing between authorised representatives of the Company and You.

## 4. Goods

- 4.1. We shall use reasonable skill and care in providing the Goods and shall only use Third-Party Suppliers who, where relevant, comply with the Search Code™ or adopt standards of practice and consumer protection which are comparable with the Search Code™ and have agreed to the required data processing terms.
- 4.2. We have the right to make any changes to the Goods described in our Marketing Collateral to ensure compliance with any relevant statutory requirements or any non-material changes which We at our sole discretion consider appropriate.
- 4.3. You and the End User shall be permitted to make and store electronic or hard copies of Third-Party Products or Regulated Searches for internal audit/review purposes only.
- 4.4. Regulated Searches may be transferred to another firm or End User (transferee) (i.e. due to change of firm or auction sale) with the benefit of the PSI and these Terms however, we do not accept any liability to the transferee where the Regulated Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared. You should also ensure any lenders requirements allow for such a transfer.
- 4.5. In placing the Order and formation of the Contract, You agree that We may commence production of the Goods immediately. See clause 6 for cancellation terms.
- 4.6. We shall use all best efforts to provide the Goods within the estimated turnaround time but shall not be liable to You or the End User for any delay in providing the Goods howsoever caused.

## 5. Fees for Goods and Payment

- 5.1. The fees payable will be stated on the Order or the order confirmation.
- 5.2. The fee payable for the Goods shall be in pounds sterling inclusive of VAT, where applicable, as stated in the Order or the order confirmation, but VAT will be shown separately on any invoice and included in the total fee.
- 5.3. INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rate. The total fee payable for Insurance Products shall be in pounds sterling inclusive of IPT.
- 5.4. INSURANCE PRODUCTS: Payment is due from You within 14 days from date of invoice.
- 5.5. Payment for Non-Insurance Products is due from You within 30 days from date of invoice.
- 5.6. We reserve the right to change fees from time to time however, Goods will be charged at the fee applicable at the date on which an Order is submitted (subject to clause 3.2)
- 5.7. The fee included in any Quote for Goods (excluding Insurance Products) obtained from Us by You will remain valid for 90 days except (a) there has been a pricing or service description error; or (b) a Third-Party Supplier changes the fee of the Third-Party Product.
- 5.8. The fee included in any Quote for Insurance Products obtained from Us by You will remain valid for 30 days.
- 5.9. If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 5.10. INSURANCE PRODUCTS: When We receive payment of insurance premiums, We are permitted to hold said premiums, and in some cases commissions, by reason of a risk transfer agreement with the Insurer. This ensures the premiums are protected. We also receive a percentage commission from CLS taken from the premium.
- 5.11. If you are a lawyer, You shall be responsible for compliance as required by Your regulator (e.g. The Solicitors Regulatory Authority) and in relation to supply of Insurance products to Your own clients, from Us, the requirements of the Financial Services and Markets Act 2000 and, including but not limited to, the Insurance Distribution Directive requirements.
- 5.12. If You manage a panel or are an estate agent, You should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008 or other relevant law.
- 5.13. Any discount, rebate or commission must be agreed in writing. You are solely responsible for advising the End User of this arrangement as required by the regulations applicable to Your business.

## 6. Cancellation and Refunds of Goods

- 6.1. If You are a Consumer, You have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 6.3.
- 6.2. This cancellation right may not apply to You as We are not obliged to cancel an Order where;
  - 6.2.1. Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
  - 6.2.2. Where We have started work on the Goods with Your agreement (given in Clause 4.5).
- 6.3. If You are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 6.2 do not apply, then You will receive a full refund of any fee paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which You gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Contract.
- 6.4. To cancel the Contract You must email Us on [support@elanconvey.co.uk](mailto:support@elanconvey.co.uk) without delay. We will advise You what we may be able to do to cancel the Order, but You should be aware that as the Goods are procured without delay, cancellation may not be possible where fulfilment of the Goods has already started.
- 6.5. Following cancellation of the Contract (save for cancellation in accordance with Clause 6.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Clause 5.4.
- 6.6. Any refund We may make is at Our discretion (save for cancellation in accordance with Clause 6.3).
- 6.7. Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled Goods. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You in respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.
- 6.8. **INSURANCE PRODUCTS:** The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 0113 543 0800 or email Us at [insurance@elanconvey.co.uk](mailto:insurance@elanconvey.co.uk) to discuss such cancellation.

## 7. Assignment

- 7.1. You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 7.2. We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.

## 8. Unforeseen Circumstances

- 8.1. We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Goods could not be performed) or to cancel the provision of the Goods or reduce the volume of the Goods ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order (subject always to clause 6.7).

## 9. Warranties and Liability

- 9.1. Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 9.2. Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 9.3. Subject to Clause 9.2 We are not liable to You;
  - 9.3.1. in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;
  - 9.3.2. in respect of loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;

- 9.3.3. in respect of liability arising from supply of Third-Party Products included as part of the Goods ordered and You are referred to the Third-Party Supplier Terms;
- 9.3.4. in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Authority is a water undertaker) or statutory compensation (where the Appropriate Authority is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.
- 9.4. Where an error is found in respect of the Goods or should, have been identified by You (acting with reasonable care and skill), prior to the exchange of contract for the legal transaction relating to the Property and such error is solely due to Our negligence in supplying the Goods We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Goods free of charge and shall have no further liability to You / the End User even if the supply of the replacement may cause delay or an abortive transaction. This does not affect the rights of the End User to seek redress from TPOS as detailed in clause 13.2.
- 9.5. Subject always to the above, where an error is found in respect of the Goods (provided that the error should not have been determinable under clause 9.4) after the completion of the legal transaction relating to the Property, Our liability to You / the End User in respect of Our negligence in relation to the supply of Goods is covered by professional indemnity insurance and limited to £5 million per claim or series of related claims.
- 9.6. In respect of each Regulated Search the Insured has the benefit of a PSI. The PSI is provided by CLS and the policy is appended to each Regulated Search. The PSI policy provides cover against loss, as defined in the policy, due to an Adverse Matter to the level of £2 million. CLS's liability in respect of an Adverse Matter is limited to these levels of cover. CLS is authorised and regulated by the Financial Conduct Authority (FCA Number 718255).
- 9.7. You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, an End User or any other third-party that these Terms (and Third-Party Supplier Terms) that do not apply to the Goods.

## 10. Intellectual Property Rights

- 10.1. You acknowledge that all Intellectual Property Rights in the Goods are and shall remain owned by either Us or our Third-Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 10.2. You agree that You will procure that the End User on whose behalf You have commissioned the Goods will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. 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 Clause 10.

## 11. Data Protection

- 11.1. IF YOU ARE A BUSINESS CLIENT: You are responsible for obtaining the information required to place an Order from the End User and for processing and collecting personal data so included in accordance with Applicable Data Protection Laws. We acknowledge that You are the data controller.
- 11.2. We will process any personal data You provide to Us as a data processor; please see the data processing notice at [www.elanconvey.co.uk/processing-notice](http://www.elanconvey.co.uk/processing-notice) which forms part of Our Privacy Notice.
- 11.3. We will process data concerning You and your employees in accordance with the Privacy Notice.
- 11.4. IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example, We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Goods including the processing of a payment. In the event of a claim against Us or under the PSI We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to comply with a legal obligation. Once the Order has been completed, We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches and associated source/research information for 20 years. This is because claims can be brought many years following a transaction and often issues only become known when a Property is re-sold. Quotations will automatically be deleted after either 90 or 180 days depending on order type. Copies of other reports obtained from Third-Party Suppliers will be deleted after 7 years. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner ([www.ico.org.uk](http://www.ico.org.uk)) for a full explanation of these rights. You may exercise any right in respect of our processing of Your personal data by written notice to Us.

- 11.5. In instances where We contact the End User at the request of a Business Client to arrange for payment of Goods ordered, We will provide said End User with further information concerning privacy. At all times these Terms apply to the supply of such Goods.

## 12. Termination

- 12.1. The Company may terminate Your Account and Your access to the Ordering Platform permanently or for an indefinite period without any liability to You with immediate effect if:
- 12.2. You are in breach of these Terms or fail to remedy the breach within 7 days of a written notice to do so from Us;
- 12.3. You repeatedly commit or cause to be committed a material breach of these Terms; or
- 12.4. You fail to make any payment in accordance with Clause 5;
- 12.5. You enter into proceedings for bankruptcy or insolvency, are demonstrably unable to pay Your debts as they fall due, make any composition or arrangement with Your creditors, go into liquidation, whether voluntary or compulsory, an order is made or a resolution is passed for Your winding up, a receiver, administrative receiver, administrator or similar officer is appointed over the whole or any part of Your assets, or if You cease or prepare to cease trading;
- 12.6. INSURANCE PRODUCTS: As a Business Client you cease to be authorised directly by the Financial Conduct Authority or registered as an Exempt Professional Firm with that body.

## 13. Applicable Law and Alternative Dispute Resolution

- 13.1. The construction, validity and performance of these Terms and each Contract formed shall be governed by English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
- 13.2. Where the End User is a consumer within the meaning of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and as a consumer makes a complaint about the Goods and/or services provided and the Company is unable to resolve it to the consumer's satisfaction the consumer may refer the complaint to The Property Ombudsman scheme (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) Tel: 01722 333306). The Company will co-operate fully with the Ombudsman during an investigation and comply with his final decision.
- 13.3. INSURANCE PRODUCTS: Where the End User is a consumer within the meaning of the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015 and as a consumer makes a complaint about the Insurance Products provided and the Company is unable to resolve it to the consumer's satisfaction the consumer may refer the complaint to the Financial Ombudsman Service (FOS), Exchange Tower, Harbour Exchange Square, London, E14 9SR, Tel. 0800 023 4567 or online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). The Company will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

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## Important Consumer Protection Information

This search has been produced by Elan Technology Group Ltd (t/a Elan) who can be contacted at 2 Saffron Court, Wombwell, Barnsley, S73 0AP or by telephone on 0113 543 0800 or via email: [support@elanconvey.co.uk](mailto:support@elanconvey.co.uk). Elan is registered with the Property Codes Compliance Board ("PCCB") as a subscriber to the Search Code™. The PCCB independently monitors how registered search firms maintain compliance with the Search 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 United Kingdom;
- 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; and
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

Firms which subscribe to the Search Code will:

- Display the Search 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 regulatory 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 the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. 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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial 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 Your search provider in the first instance, not to TPOs or to the PCCB.**

### TPOs Contact Details:

The Property Ombudsman Scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire  
SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Web site: [www.tpos.co.uk](http://www.tpos.co.uk)  
E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

**PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE™**

## Complaints Procedure

If You want to make a complaint, We will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response in writing, within 20 working days of receipt.
- Keep You informed by letter, telephone or e-mail, as You prefer, if We need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at Your request, with anyone acting formally on Your behalf.

Complaints should be sent to The Code Compliance Officer, 2 Saffron Court, Wombwell, Barnsley, S73 0AP or email [support@elanconvey.co.uk](mailto:support@elanconvey.co.uk).

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

If your complaint is in relation to our insurance products you may refer your complaint to: Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Tel: 0207 964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk))