



TERMS AND CONDITIONS FOR CLS SERVICES

1. Definitions

Words defined in this Clause will have the same meaning wherever they appear in these Terms.

- 1.1 **"Account"** means the account set up with CLS by You for the purpose of purchasing the Services.
- 1.2 **"Client"** means You or any individual or organisation to whom You provide professional services as an agent.
- 1.3 **"CLS"** means the following companies **Conveyancing Liability Solutions Limited** registered in England and Wales with company number 05255036, authorised and regulated by the Financial Conduct Authority ("FCA"), the Property Codes Compliance Board ("PCCB" and a member of the Council for Property Search Organisations ("CoPSO"); **CLS Property Insight Limited** registered in England and Wales with company number 06993053, authorised and regulated by the PCCB and a member of CoPSO ; **CLS Risk Solutions Limited** registered in England and Wales with company number 05545292, authorised and regulated by the FCA; **CLS Group Services Limited** registered in England and Wales with company number 07054613.
- 1.4 **"CLS Fees"** means any charges levied by CLS for its Product and the Services as set out in the Site or as notified to You from time to time.
- 1.5 **"Content"** means any computing and/or information services and software or data and any other content, documentation, support materials and updates included in and/or supplied by or through the Site as Services or in any other way by CLS whether developed by CLS or Third Party Content.
- 1.6 **"Insurance Product"** means any insurance product provided by CLS whether on its own or as part of a Product.
- 1.7 **"Intellectual Property Rights"** means all forms of protective rights relating to intellectual property as recognised in law.
- 1.8 **"Order"** means an electronic, written or other request from You to CLS for the Services.
- 1.9 **"Product"** means any information or other material CLS supplies to You through the Services including but not limited to all reports, insurance documents, certificates, data-sets, software or information these may contain.
- 1.10 **"Property Site"** means the area of land, including anything built on or in it, in respect of which CLS provides the Services to You.
- 1.11 **"Reseller"** means an organisation authorised by CLS to provide its Services through which You may place an Order.
- 1.12 **"Services"** means any service provided to You by CLS within these Terms including but not limited to any Content, the Product and access to the Site and the Content. The Services may, at CLS' sole discretion, be offered for a limited time or for purposes of evaluation only, offer reduced functionality from time to time, offer limited access to Content, or be free of charge.
- 1.13 **"Site"** means the website at www.cls.co.uk / www.clsrcs.co.uk / www.clspropertyinsight.co.uk / www.clsgroupservices.co.uk and includes all Services and any other report, insurance document, certificate, data-set, software or information contained in or derived from or by use of the Site.



- 1.14 **"Supplier"** means any third party providing data or information in any form to CLS.
- 1.15 **"Terms"** means these terms and conditions as amended from time to time which relate to all Services provided by companies within CLS.
- 1.16 **"Third Party Content"** means any data, services, software, information and other content or functionality provided by the Supplier and linked to or otherwise employed in providing the Services.
- 1.17 **"You"** and **"Your"** means the contracting party that places an Order with CLS either directly or through the Reseller.

2. Terms and Conditions

- 2.1 These Terms govern the relationship between You and CLS whether You are a customer with an Account registered on the Site in order to purchase Services or You are an unregistered visitor to the Site.
- 2.2 You will be deemed to have accepted these Terms and to have agreed to be bound by them if You proceed to set up an Account, place an Order or pay for any Service provided to You by CLS either directly or through the Reseller.
- 2.3 CLS will provide the Services to You only once You have registered on the Site and set up an Account.
- 2.4 If You set up an Account as agent for a Client, You must obtain the agreement of Your Client (as disclosed principal) to these Terms in accordance with Clause 4.
- 2.5 CLS reserves the right to refuse to supply the Services to You or Your Client without notice or reason.
- 2.6 CLS reserves the right, at its sole discretion, to modify these Terms and to revise amend or discontinue any or all aspects of the Services at its sole discretion, with immediate effect and without prior notice. Any modification of these Terms and any revision, amendment or discontinuation of the services will be posted on the Site. Continued use by You of the Services will be deemed to be Your acceptance of such modification, revision, amendment or discontinuation and Your agreement to be bound by such amended Terms.
- 2.7 Each company within CLS providing any particular relevant Services will be exclusively responsible for the proper provision of such Services and invoicing for each Order placed by You.
- 2.8 These Terms will prevail at all times to the exclusion of all other terms and conditions between CLS and You which You may purport to apply.
- 2.9 These Terms, together with prices and delivery details as set out in the Site, will comprise the whole of the agreement by CLS to supply the Services to You.

3. Intellectual Property Rights

- 3.1 You acknowledge and shall procure acknowledgment by the Client that all Intellectual Property Rights in the Services and/or Site are and will continue to be owned by CLS or its Supplier and that nothing in these Terms purports to transfer, assign or grant any right to You in respect of the Intellectual Property Rights.
- 3.2 CLS confirms that it has used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe third party rights of any kind.



- 3.3 The limitations on CLS' liability as set out in Clause 6 as they relate to Intellectual Property Rights will apply.
 - 3.4 Upon payment of CLS Fees and subject to these Terms You shall be entitled to make the Products (excluding any Insurance Product) available to:
 - 3.4.1 the Client and the Client's professional advisers;
 - 3.4.2 any person providing funding to the Client in relation to the Property Site;
 - 3.4.3 the first tenant of the Property Site or their professional advisers and lenders.
 - 3.5 You agree that You will not, and that You will take all reasonable steps to ensure that any recipients who may from time to time have access to Services obtained through Your Order will not, except as expressly permitted by these Terms or with the separate written consent of CLS:
 - 3.5.1 effect or attempt to effect any modification, merger, change, reduction to any electronic medium or machine-readable form, reverse engineering, decompiling, disassembly of the Services, Content or Site (except as permitted by law);
 - 3.5.2 reproduce, translate or publish any aspect of the Services;
 - 3.5.3 market, re-sell or carry on or add to any redistribution of the Services;
 - 3.5.4 remove or change in any way any trademark or proprietary marking in any element of the Services.
 - 3.6 You will acknowledge ownership of the Intellectual Property Rights in the Services and the Site in respect of any aspect of any of these which may be incorporated, referred to or used in Your own documents, reports, systems or services, whether or not these are supplied to any third party.
 - 3.7 You acknowledge and agree that You shall, and shall procure that any other person or organisation having access to the Services through You (as permitted by these Terms), shall treat as strictly private and confidential the Services and all information obtained from the Services and shall maintain adequate security measures to safeguard the Services from unauthorised access or use.
 - 3.8 You agree to indemnify CLS fully against any claim, loss or other damage CLS may suffer as a result of any breach by You or any other person or organisation receiving the Services through You.
 - 3.9 You agree that You will comply with any reasonable instructions CLS may give You from time to time with regard to application of the Intellectual Property Rights including, but not limited to, a requirement that You acknowledge that the Services are confidential to You and the Client.
 - 3.10 You agree to notify CLS should you suspect any infringement of CLS or the Supplier's Intellectual Property Rights.
- 4. Ordering from the Site**
- 4.1 To use the Services, You must first complete the registration process as set out on the Site.
 - 4.2 You will be provided with a user name and password as part of the registration process. Access to the Site will require that You enter Your username and password. You may change Your password at any time. You will be responsible for ensuring that Your username and password are kept confidential, are used properly and are not disclosed to or used by unauthorised persons.



- 4.3 If You register on the Site as agent for another individual or organisation You will be deemed to warrant that You have made the other individual or organisation aware of these Terms, that they agree to them and that You are authorised to bind them accordingly.
- 4.4 You may designate one or more other persons as being authorised to use the Service for an individual or organisation on whose behalf You have registered on the Site, using the user name and password issued at the time of registration.
- 4.5 You must inform CLS immediately if You have reason to believe that any password has become known to a person not authorised to use it, or if any password is being or is likely to be used in an unauthorised way or if any unauthorised use or copying of any part of the Services or any document or report derived from them has taken place. CLS will not be liable for any loss or damage caused to You by unauthorised use of Your password.
- 4.6 If CLS believes that there has been or is likely to be any breach of its security or misuse of the Service, it may change any or all of passwords issued to You and will notify You accordingly.
- 4.7 If a password is forgotten, CLS will issue a new password on request and on completion of the security checks in use from time to time.
- 4.8 You confirm that all information given by You during the registration process is true, complete and accurate in all respects. You agree to notify CLS immediately of any changes in the registration information. CLS reserves the right to terminate Your access to the Service immediately and without notice if it reasonably believes that You have given false information or have intentionally failed to inform CLS of any changes to that information.

5. Payment

- 5.1 You will be fully responsible for all CLS Fees and other charges that accrue to Your Account.
- 5.2 In addition to CLS Fees, insurance premium tax or a value added tax at the rate then in force may be payable.
- 5.3 An invoice will be issued by the relevant CLS supplying company. You acknowledge that You will be liable to pay each such invoice within 14 days of the date of its issue and that CLS Fees and any other charges are payable in full, without deduction, counterclaim or set-off unless alternative terms have been agreed in writing in advance by both parties.
- 5.4 If sums due on Your Account are not paid in accordance with these Terms, CLS will be entitled, at its sole discretion, to limit or terminate use of Your Account and Your access to the Services and to charge interest at a rate equal to 8% per annum above the base lending rate of Barclays Bank plc in accordance with the Late Payment of Commercial Debts (Interest) Act, 1998 (as amended).
- 5.5 CLS will be entitled, at its sole discretion, to increase CLS Fees on giving You not less than 30 days' notice.

6. Warranties and Limitation of CLS' Liability

- 6.1 CLS provides warranties and accepts liability only to the extent set out in this Clause 6 and, in relation to specific Products, as set out on the Site in respect of that Product.
- 6.2 Except as provided by law, CLS will be liable for direct losses only to the Client to the extent stated in Clause 6.6 and will not be liable for any indirect or consequential loss, damage or expenses of any



kind (including loss of profits and loss of contracts, business or goodwill) or for any physical damage to or loss of the Client's tangible property arising in any way out of any problem, event, action or default by CLS whether such loss or damage arises under contract, tort (including negligence), an indemnity or contribution or otherwise.

- 6.3 Nothing in these Terms excludes any other party's responsibility for death or personal injury caused by that person's negligence or wilful default.
- 6.4 CLS will only be liable to the Client for accidental loss or damage caused by its own wilful default.
- 6.5 CLS will not be liable to the Client if the Services are used other than as provided or referred to in these Terms.
- 6.6 Save in relation to the provision of an Insurance Products where such limits are governed by the FCA rules and regulations CLS' liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in any way in relation to the Services (except in relation to death or personal injury) will not exceed an aggregate amount of £2,000,000.00 per claim or per series of connected claims.
- 6.7 You acknowledge and agree that:
 - 6.7.1 In order to purchase any Insurance Products, You are authorised by the Financial Conduct Authority or are registered as an Exempt Professional Firm (EPF);
 - 6.7.2 You will not in any way hold CLS responsible for its selection or retention of, or the acts or omissions of, Third Party Content or services from other Suppliers (including those with whom CLS may have contracted from time to time to provide parts of the Services);
 - 6.7.3 CLS does not promise that the supply of the Services will be uninterrupted or free from error or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise or free from defects of any kind or from computer viruses, computer locks or other similar computer-related problems but CLS undertakes to use reasonable efforts to correct any such errors, inaccuracies or defects within a reasonable period of being made aware of them;
 - 6.7.4 CLS will not be liable for any interruption, delay or failure in the provision of the Services caused or contributed to by any circumstance outside the reasonable control of CLS (including, but not limited to, failure of power supply, computer malfunction, inaccurate processing of data by third parties, delays in coding, loading, processing, checking or dispatching of data, corruption of data while in course of conversion, failure or overloading of printing or telecommunications or electronic communications);
 - 6.7.5 in providing search reports CLS will comply with the *Search Code* as developed by the CoPSO and enforced by the PCCB, CLS' only obligation is to exercise the reasonable skill and care of a business-to-business company supplying information to a party acting in a professional or commercial capacity and You acknowledge that You are such a party;
 - 6.7.6 only the Client, any person providing funding to the Client in relation to the Property Site (whether directly or as part of a lending syndicate), the Client's purchaser or tenant of the Property Site are entitled to rely on the Services;
 - 6.7.7 before placing an Order, You will carefully check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Services are being procured for the correct location and property type, and take any other advice prudently required before making any decision in relation to the Property Site to which the Services may relate and You will not rely exclusively on the Services in Your dealing with the Property Site or in relation to valuation of it;



- 6.7.8 the Services have not been prepared so as to meet Your or anyone else's particular requirements and You assume the entire risk as to their suitability and waive any claim of detrimental reliance upon them and You are solely responsible for selection or omission of any part of the relevant Content;
- 6.7.9 the information forming the Content has been extracted from a wide range of third party sources compiled for many different purposes and to different standards and is not controlled or maintained by CLS and that, accordingly, while CLS may identify and will endeavour to correct errors brought to CLS' attention, such information cannot be warranted to be free of error and errors and omissions may remain. Other than errors introduced as a result of CLS' own processing CLS does not accept any responsibility and expressly disclaims all liability for any errors, omissions or misstatements in such sources and for any loss or damage suffered by You or any other person acting or refraining from acting as a result of, or in reliance on, any of the Content;
- 6.7.10 given the wide range of data which could potentially be included in the Content, CLS does not claim or warrant that either the Content or the Services is comprehensive with respect to or sufficient for any specific purpose.
- 6.7.11 CLS offers no warranty for the performance of any linked internet service not operated by CLS;
- 6.7.12 without prejudice to any other restriction set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any element of the Services You will make such third party aware of the limitations, obligations and acknowledgments set out in these Terms;
- 6.7.13 You will observe and comply with all applicable laws and regulations.
- 6.8 All liability for any Insurance Product purchased by You rests solely with the relevant insurer whether or not CLS has selected that insurer or Insurance Product for incorporation in a Product for You or otherwise.
- 6.9 If CLS provides You with any additional service obtained from a third party or derived from information provided by a third party (including, but not limited to, any professional opinion or search carried out in relation to the Property Site) CLS will not be liable to You in any way for any issue arising out of such additional service. CLS will be deemed to act solely as Your agent in these circumstances and will be entitled to disclose Your identity, and supply of such additional services will then be governed by the terms and conditions of any such third party.

7. Termination

- 7.1 CLS may terminate Your Account and Your access to the Services permanently or for an indefinite period without any liability to You with immediate effect if:
- 7.1.1 You are in breach of these Terms or fail to remedy the breach within 7 days of a written notice to do so from CLS; or
- 7.1.2 You repeatedly commit or cause to be committed a material breach of these Terms; or
- 7.1.3 You fail to make any payment in accordance with Clause 5; or
- 7.1.4 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.



- 7.2 Termination as provided above will not affect Your liability for all charges outstanding against Your Account whether or not such charges have been invoiced to You by CLS before termination.
- 7.3 CLS may terminate Your Account and Your access to the Services by giving You 30 days' notice in writing if in CLS' sole opinion it is no longer appropriate for You to have access to the Services.
- 7.4 In the event that CLS reasonably believes that You have not provided the information required to enable the proper provision of the Services, CLS reserves the right to suspend all further performance of the Services until such time CLS is satisfied such deficiency has been made good.

8. Notices and General

- 8.1 Unless otherwise provided in these Terms, all notices by You to CLS must be in writing and sent to CLS at info@clsgroupservices.co.uk.
- 8.2 All notices from CLS to You will displayed on the Site from time to time.
- 8.3 CLS may at any time assign its obligations as set out in these Terms to any person and, following intimation to You of such assignment CLS will be relieved of any further obligation to You.
- 8.4 CLS may authorise or allow contractors and other third parties to provide to CLS and/or You services necessary or related to the Services and to perform CLS' obligations and exercise CLS' rights under these Terms (including collecting payment on behalf of CLS).
- 8.5 These terms are personal to You and neither Your obligations under these Terms nor the benefits to You provided under them nor Your right to use the Services, operate Your Account or to designate users can be assigned or transferred to another party in any way by You without the written consent of CLS.
- 8.6 Nothing in these Terms will constitute or be deemed to constitute a partnership between CLS and You or create or be deemed to create a relationship of principal and agent between CLS and You except as provided in Clause 6.9.
- 8.7 References in these Terms to any legislation will be construed as references to such legislation as amended or re-enacted from time to time and to include subordinate legislation or regulations.
- 8.8 Save as expressly produced in these Terms, no person other than the persons set out herein shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and CLS will not be liable to any such third party in respect of any Services supplied.
- 8.9 Headings in these Terms are for convenience only and will not affect the meaning or interpretation of any part of these Terms.
- 8.10 These Terms will be construed in accordance with and governed by the laws of England and Wales. You agree to the non-exclusive jurisdiction of the courts of England and Wales and waive any right to object to that forum on the grounds of inconvenience or otherwise. If any dispute arises out of or in connection with these Terms CLS and You agree that, prior to instigation of any court proceedings, both parties will seek to have the dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution, by written notice initiating that procedure. If the dispute has not been resolved to the satisfaction of either party within 30 days of the initiating of the procedure, or if either party fails or refuses to participate in or withdraw from participation, then either party may refer the dispute to the High Court.



9. Cookies

- 9.1 Cookies are small text files that are stored on Your computer to enhance functionality on a website by remembering specific credentials. CLS uses cookies as a fundamental part of the operation of the Site, and in order to ensure efficiency of its service to You.
- 9.2 For more information about cookies and how they are used, please click [here](#). To find out how to manage or remove cookies from Your web browser, please click [here](#).

10. Complaints Procedure

- 10.1 If You have a complaint regarding the Services supplied by:

CLS Property Insight Limited, please send the details to Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU. Tel.: 01732 897530. Fax: 01732 897531. E-mail: complaints@clspropertyinsight.co.uk

CLS Risk Solutions Limited, please send e-mail to: complaints@clsrs.co.uk

CLS Group Services Limited, please send the details to Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU. Tel.: 01732 897530. Fax:01732 897531. E-mail: complaints@clsgroupservices.co.uk

- 10.2 Your complaint will be acknowledged within 5 working days of receipt and You should receive a written response within 20 working days. Where this is not possible, CLS will inform You of the reasons for this and give You an indication of when You should receive a response. If You have not received a response within 40 working days of the original receipt of the complaint, or You are not happy with the response given You may take one of the following actions:
- 10.2.1 If Your complaint relates to CLS' search Products, You may refer Your complaint to The Property Ombudsman Scheme (TPO's) at Milford House, 43-55 Milford Street, Salisbury, Wiltshire SPI 2BP or via email: admin@tpos.co.uk or online at <https://www.tpos.co.uk>; or
- 10.2.2 if Your complaint relates to CLS' Insurance Products, You may refer Your complaint to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR or online at www.financial-ombudsman.org.uk; or
- 10.2.3. if Your complaint relates to CLS' services in general, You may refer Your complaint to either of the above mentioned institutions.

Please click [here](#) for the full CLS Property Insight Limited searches complaints procedure.

Please click [here](#) for the full CLS Risk Solutions Limited insurance complaints procedure.