

**Property Address:**

11 CHURCH STREET  
FLINT  
CH6 5AD

**Date of Issue** 23 June 2022**Reference** PP00768087**Client Ref** JH/LEW1806/00497851/387

## NO LIABILITY

PinPoint CHANCEL has searched their records of historical parish and tithe boundaries, third party data, and data sourced from the national archives.

We have determined that the property is not located in a historical parish or tithe district containing a record of Chancel Liability

**Based upon this result, we have provided an Insurance Policy covering the property for Chancel Liability up to the sum of £3 Million (subject to terms and conditions)**

This service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic interpretation of historical parish boundaries, tithe districts and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

"No record of risk" means:

- a) no record of risk is held by the National Archive within the relevant Inland Revenue Indices for the subject parish;
- b) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

It should be noted that this service searches against the identified address point of the subject building and not the delineated boundary of the property, in order to establish the location in respect of the relevant historical boundary.

**PinPoint Chancel Ltd**

Riverbank House, 1 Putney Bridge Approach, London SW6 3JD

T: 0844 822 3960

E: [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk)

[www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)





## Your Aviva Legal Indemnity Policy Schedule

### Chancel Repair policy number: 24821431CLI

Pinpoint Limited has produced a negative search result for Chancel liability in respect of the Property

This policy has been arranged for you on the recommendation of your legal adviser. It provides evidence of your insurance and may be required in the event of a claim.

**Important.** If the information in your policy is incorrect or incomplete, or if the insurance does not meet your requirements, please tell us as soon as possible

### You are

- any owner(s) now and in the future of the freehold or leasehold interest in the Property
- any bank, building society or other lending institution holding a mortgage or charge on the Property.

### We are

Aviva Insurance Limited, of Pitheavlis, Perth PH2 0NH 9 (our registered office) registered in Scotland under company registration number 2116 authorised by the Prudential Regulation Authority regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### Your Premium Details

<b>Total premium</b>	<b>£5.60</b>
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This includes:

- |   |       |
|---|-------|
| • Chancel Repair indemnity premium excluding IPT              | £5.00 |
| • Insurance Premium Tax (IPT) at the prevailing rate of 12.0% | £0.60 |

This premium is payable once only, for the duration of your policy (see Your Period of Cover).

### Your Property details

11 CHURCH STREET  
FLINT  
CH6 5AD

## Your Insured Use

Your continued use of the Property as a commercial/business unit and/or residential property (which includes owner occupied or investment residential property) not exceeding 3 acres.

## Your Cover Limit

You are covered for any claim(s) made against you under this policy for Insured Losses which you incur up to a total value of £3,000,000

## Your Period of Cover

**Start Date: 23 June 2022**

This policy is effective from the Start Date and continues for ever

## Your Covered Risk(s)

The Property is or may be subject to a liability to meet or contribute toward the cost of repairing the chancel of a church

## Operation of Cover

In return for the payment of your Premium, we will provide the Cover to you throughout your Period of Cover, provided that

- to the best of your knowledge and belief, the information in the Statement of Fact attached to this policy was true when given; and
- you comply with the Terms and Conditions of this policy.

## Your Cover

In the event that anyone relies on the Covered Risk to claim or establish during your Period of Cover a legal right to prevent or restrict your use of the Property or reduce its value when used in accordance with your Insured Use, we will, subject to the Terms and Conditions of this policy, indemnify you for your Insured Losses.

## Your Insured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are insured under this policy are

- all sums which you are liable to pay in accordance with any order, injunction or judgement from a court of law in respect of a chancel repair liability, or with our written agreement
- any other costs incurred by you, with our written agreement
- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

**As lender:** If you are a bank, building society or other lending institution holding a mortgage or charge on the Property, the losses for which you are insured under this policy are

- any shortfall in the repayment of your mortgage advance or loan secured by the Property, together with interest and costs, insurance premiums, legal and estate agency fees, ground

rent and service charges (if applicable), following the exercise of your power of sale of the Property as mortgagee-in-possession

- payable by us notwithstanding a breach of the terms or conditions of this policy by someone other than you, provided that you did not agree with, and were not aware of, the breach.

## Your Uninsured Losses

**As owner:** If you are an owner of the freehold or leasehold interest in the Property, the losses for which you are not insured under this policy are

any costs or expenses which result from

- damage to a church which is insurable (whether or not actually insured) under a material damage buildings insurance policy
- a chancel repair liability (including any caution) which is already registered against the Property, or in respect of which a notice of intended registration has already been lodged, at the Land Registry on or before the Start Date of the Policy
- the Property being more than 3 acres

# Your Aviva Legal Indemnity Policy Terms and Conditions

The following terms and conditions apply to all sections of your policy. If you do not keep to these terms and conditions

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of the cover may be affected.

## General

Without first obtaining our written consent (which we need not give), you and anyone who acts on your behalf must not

- disclose the existence of this policy to anyone other than the legal advisers of prospective buyers of your Property and/or their mortgage-lenders;
- discuss or enter negotiations with anyone who may have an interest in or rights to enforce your Covered Risks;
- use the Property otherwise than in accordance with your Insured Use.

## Claims

You must

- without unnecessary delay give written notice to us of any potential or actual claim or any circumstances likely to result in a claim;
- pass immediately to us all court documents and/or other communications received by you, and provide all information and assistance which we reasonably require;
- not deal with or attempt to settle a claim without our prior written agreement;
- do and allow to be done at our expense, all things reasonably necessary to minimise any losses, damages, costs and expenses payable under this policy.

We can

- have full discretion and conduct in your name the defence and settlement of any claim or the prosecution of any claim for indemnity, damages or otherwise;
- pay to you at any time the amount of the Cover Limit or any lesser amount for which claims can be settled, and then give up control of the claims and have no further involvement with them;
- if we have accepted a claim, refer any disagreement between you and us over the amount to be paid to an agreed arbitrator (or, in the absence of agreement, an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time. Legal action can be taken by you only after the arbitrator has made an award.

If you have other insurance covering the same loss as is covered under this policy, we will pay no more than our rateable proportion of the loss.

Our liability to you in respect of all and any claims under this policy will not exceed in total the amount of the Cover Limit.

## Choice of law

The law of England and Wales will apply to this policy unless

- you and we agree otherwise; or
- at the Start Date you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English

## Your cancellation rights

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

## How to claim

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number (tel: 0800 158 2236).

Please be aware of the General and Claims Terms and Conditions of this policy.

## Financial Services Compensation Scheme

If you have taken out this policy acting other than in the course of your trade, business or profession ('a consumer'), you have the right to cancel your policy within 14 days from either the date of purchase of the policy or the day on which you receive your policy documentation, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid. To cancel please call Aviva on 0800 158 2236.

Please be aware that cancellation of this policy may put you in breach of your mortgage terms and/or the terms of a sale or lease agreement.

If you are not a consumer you do not have a statutory right of cancellation under this policy.

## Complaints

### Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect from us, we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

### What will happen if you complain

- We will acknowledge your complaint promptly;
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Manager, Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS or telephone us on 0800 158 2236.

If you are unhappy with the outcome of your complaint, you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: 0800 023 4567 (calls from UK landlines and mobiles are free) or 0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

## IMPORTANT INFORMATION

### Important notice - information we need to know about

You must take reasonable care to provide complete and accurate answers to the insurer's questions when you take out or make changes to your policy.

Please tell Aviva Legal Indemnities immediately if there are any changes to the information set out in "The Statement of Fact" document or on your policy.

If you are in any doubt, please contact Aviva Legal Indemnities.

When you inform us of a change, we will tell you if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

If the information provided by you is not complete and accurate:

- we may cancel your policy and refuse to pay any claim;
- we may not pay any claim in full;
- we may revise the premium and/or change any excess;
- the extent of the cover may be affected.

We recommend you keep a record (including copies of letters) of all information supplied to the insurer for future reference.

### Data Protection Act – information uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited.

### Insurance administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents, and by reinsurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any

sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

In assessing your application and calculating the premiums, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). Similar checks may be made in assessing any claims made. Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

### **Our Regulatory Status**

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We are registered as Aviva Insurance Limited. (Registered in Scotland, No.2116. Registered Office: Pitheavlis, Perth PH2 0NH) and our firm's reference number is 202153. You may check this information and obtain further information about how the Financial Conduct Authority protects you by visiting their website [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768.

### **Customers with Disabilities**

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.

### **Telephone call charges and recording**

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on your network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

Aviva Insurance Limited.  
Registered in Scotland, No. 2116.  
Registered Office: Pitheavlis, Perth PH2 0NH.

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## Statement of Fact

The following information has been provided to us by or on behalf of the owner/occupier of the Property or some other person with recent, first-hand knowledge of the Property, immediately before the Start Date of the policy.

We have relied on this information in deciding whether, and on what terms, to offer cover, and it forms part of your policy. Please read any assumptions carefully.

If you are aware of any error or inaccuracy in this information you should tell us immediately. If you do not tell us about any relevant facts:

- we may cancel your policy and refuse to pay any claim, or
- we may not pay any claim in full, or
- we may revise the premium and/or change any excess, or
- the extent of cover may be affected.

1. The Property is comprised of less than 3 acres
2. Within the past 3 months, a search has been carried out at the Land Registry which does not disclose the registration, or notice of intended registration, of a chancel repair liability affecting the Property
3. You are not aware of any correspondence or contact by or with a parochial church council or any other church body or authority about a liability for chancel repair which affects either the owners of the Property, or owners of other properties in the vicinity of the Property

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## STATUTORY DISCLOSURE NOTICE

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### TO THE INTERMEDIARY

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchaser's legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

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### TO THE POLICYHOLDER

#### **Who are we?**

PinPoint Chancel Ltd Registered office, Riverbank House, Putney Bridge Approach London SW6 3JD. Reg No.06019828

#### **What services do we provide?**

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

#### **Payment for our services.**

Should you decide to proceed with purchasing an insurance policy you will be charged a premium that applies to the insurance policy you request which includes an administration fee of £6.00 (£5 net of VAT)

#### **Our regulatory status.**

PinPoint Chancel Ltd are an Appointed Representative of Arlington Insurance Services Ltd which is authorised and regulated by the Financial Conduct Authority. This can be checked by utilising the FCA website, [www.fca.gov.uk](http://www.fca.gov.uk).

#### **Financial Conduct Authority.**

The FCA is an independent body that regulates the financial services industry (Including general sales and administration) in the UK.

#### **The FCA requires us to provide you with this document for you information.**

We recommend that you use the information provided in this document to help you decide if our services are right for you.

#### **What to do if you have a complaint.**

If you have any cause for complaint, you should, in the first instance write to us at: PinPoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD. Tel: 0844 822 3960. Email: [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk). Please quote the details of the policy (surname and initial, policy number and property address)

# Terms of Business

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PinPoint Chancel Ltd  
Riverbank House,  
1 Putney Bridge Approach,  
London SW6 3JD

0844 822 3960  
[PinPointinformation.co.uk](http://PinPointinformation.co.uk)

Registered in England and Wales 06019828, Registered Office:  
Riverbank House, 1 Putney Bridge Approach, London SW6 3JD

**1. Definitions**

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

1.1 “Charges” means our charges for providing the Services.

1.2 “Client” means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property, and/or the individual or organisation to whom You provide professional services as an agent and/

or Your professional advisors, where applicable.

1.3 “Confirmation of Order” means when we confirm acceptance of your Order by electronic means.

1.4 “Information” means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.

1.5 “Intellectual Property Rights” means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.6 “PIO” (Pinpoint Information Online) is the Pinpoint website system. You will have been supplied a username and password for accessing the website.

1.7 “Literature” means our brochures, price lists and advertisements in any type of media, including the content of the Website.

1.8 “Order” means the request for Services by You.

1.9 “Request” means the electronic request via website.

1.10 “Property” means an address or location for which Pinpoint Information provides a Service.

1.11 “Report” means report prepared by the suppliers in respect of the Property.

1.12 “Service(s)” means the supply of services by Us to You on your behalf.

1.13 “Supplier” means any organisation or third party who provides data or information or reports of any form to Pinpoint for the purposes of providing the Services.

1.14 “Terms” means these terms and conditions of business.

1.15 “You” and “Your” are references to the individual, company, partnership or organisation who accesses the Website or places an Order with Pinpoint.

1.16 “Website” means one of the family of Pinpoint websites for which we have supplied you with a username and password.

1.17 “We”, “Us”, “Our” “Pinpoint” “Pinpoint Chancel” “Pinpoint Chancel Search” and “PinPoint Chancel Insurance” are references to Pinpoint Chancel Ltd whose registered office is at Riverbank House Putney Bridge Approach London SW6 3JD.

1.18 “Reseller” means a reseller of the Company whom the Company has duly appointed to resell its Products and Services

1.19 “Account” means the account with credit limit established by a Customer with the Company and/or the Reseller for the purpose of purchasing Products or Services

**2. Agreement**

2.1 The agreement between You and Pinpoint shall come into existence when Pinpoint accepts your Account Registration

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and Pinpoint to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by Pinpoint. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms 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 these Terms.

**3. Services**

3.1 Pinpoint shall use reasonable care and skill in providing the Services to You, and in providing search reports and services will comply with the Search Code, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and Pinpoint does not warrant the accuracy or completeness of such information or data.

3.2 Pinpoint will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned

the Services, and shall not be used or relied upon by any third party, without Our written consent.

3.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3.6 To receive Services from the Company You have to set up an Account. Once you have opened an account you will be able to set up as Approved Users and you will be able to purchase services

**4. Charges**

4.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

4.2 Pinpoint reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.

4.4 When paying by credit card, we automatically receive proof of payment.

4.5 If your account is set up for BACS payments, payment is required the same day and you will daily send us a statement of the payments to us.

4.6 If your account is set up for Direct Debit, we will collect the payment directly from your bank.

4.7 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.

4.8 Invoices will be sent to you electronically (or made available online), or by post, confirming individual items of an order and the Charges for that order.

**5. Cancellation of Services**

5.1 Due to the instant process of the Pinpoint Chancel 'screening search' it is not possible for a Pinpoint chancel 'screening search' to be cancelled.

5.2 Cancellation of Pinpoint chancel search insurance: If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and within 14 days either from the day of purchase of the insurance or on the day on which you receive your policy documentation, whichever is the later. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

**6. Termination**

6.1 Pinpoint may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:

- (i) You fail to make any payment due in accordance with Term 4;
- (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
- (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

6.3 Pinpoint reserves the right to refuse to supply any or all Services to You without notice or reason.

**7. Events Beyond Our Control**

7.1 You acknowledge that the Company shall not be liable for any interruption, delay, or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, computer malfunction, inaccurate processing of data, or delays in receiving, corruption of data whilst in the course of conversion, printing, telecommunications failure or overload, , loading or checking data, geo-coding, or processing by computer in the course of electronic communication.

**8. Warranties and Limitation of Liability**

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.

8.3 As the information contained in the Services is provided to Pinpoint by its Suppliers, Pinpoint cannot control its accuracy or completeness, nor is it within the scope of Pinpoint's Services to check the information provided by its Suppliers. Accordingly, Pinpoint will only be liable to You for any loss or damage caused by its negligence or wilful default and Pinpoint shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall Pinpoint have any liability if the Services are used otherwise than in accordance with these Terms.

8.4 Pinpoint shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Pinpoint.

8.5 Pinpoint shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

8.6 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law

8.7 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

8.8 We have insurance in place to protect the client against negligence by us and with regard to information to be included in the report. However, PinPoint assumes that the value of the property does not exceed £5 million, and that it is the responsibility of the customer to advise the firm at the time of requesting the search where the property exceeds £5 million. Our insurers in respect of the report are: HCC International, Fitzwilliam House, 10 St Marys Axe London EC3A 8BF

8.9 FCA Status - Pinpoint Chancel Ltd are an Appointed Representative of Arlington Insurance Services Ltd who are Authorised and regulated by the Financial Conduct Authority. FSA Registration number 442301. This can be checked by visiting [www.fca.gov.uk/register](http://www.fca.gov.uk/register) or contacting FCA on 0300 500 5000.

8.10 The insurance which is the subject of Terms of Business is provided by Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, Tel 0800 158 2236. Pinpoint Chancel Ltd are not permitted to provide advice on your requirement for the Insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

## 9. Intellectual Property Rights

9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Pinpoint or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned

the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with PinPoint Chancel Information change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.

9.5 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 Term 9.

## 10. Assignment & Title Retention Clause

10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

10.2 We may assign the agreement or any part of it to any person, firm or company.

10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.

## 11. General

11.1 The parties to these Terms do not intend that any term of Our agreement 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.

11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

11.5 Unless otherwise stated in these Terms, all notices from You to PinPoint Chancel Information or vice versa must be in writing and sent to

Executive office address: Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or Your address as stipulated in the Order.

11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

## 12. Complaints procedure

If You have a complaint regarding the Company's Services or Products, please send the details in writing to Pinpoint Chancel Ltd, Riverbank House, 1 Putney Bridge Approach, London SW6 3JD or email to [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk) or telephone 0844 822 3960. We will handle any complaints both speedily and fairly, we will:

i) Acknowledge your complaint within 1 working day of receipt; ii) Normally deal with it fully and provide a final response in writing within 20 working days of receipt; iii) Keep you informed by letter, telephone or email, as you prefer. If we need more time; iv) Provide a final response, in writing, at the latest within 40 working days of receipt; v) Liaise, at your request, with anyone acting formally on your behalf

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. If you are not satisfied with our final response, or if we exceed the response timescales, you may take one of the following actions:

1.If your complaint is in relation to our search products: You may refer your complaint to The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury SP1 2BP

2.If your complaint is in relation to our insurance products: You may refer your complaint to the Financial Ombudsman Service; Exchange Tower Harbour Exchange London E14 9S

### 13. Data Protection

As required by the UK General Data Protection Rule 2018, we follow strict security procedures in the storage and disclosure of the information you have given to us. For further information please refer to Data Protection on our website - [www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)

### 14. Privacy Statement

We use the information we collect about you to process orders and to provide an improved service for our customers. Our Privacy Policy is compliant with the Data Protection Act 2018 and associated legislation. For further information please refer to our Privacy Statement on our website [www.PinPointinformation.co.uk](http://www.PinPointinformation.co.uk)



### 15. Search Code

#### Important consumer protection information

This screening product has been produced by Pinpoint Chancel Ltd of Riverbank House, 1 Putney Bridge Approach, London SW6 3JD, Tel 0844 822 3960; [info@PinPointinformation.co.uk](mailto:info@PinPointinformation.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the 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 UK.**

It 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. Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services. By giving you this information, your search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

#### The Code's core principles

Search providers which subscribe to the Code will:

- Display the 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 registration 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 us, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure (see paragraph 12). 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 compensation of up to £5,000 to you if he finds that you have suffered actual 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 'Pinpoint Chancel Ltd' in the first instance, not to TPOs or to the PCCB.

#### TPOs Contact Details:

The Property Ombudsman scheme, Milford House 43-45 Milford Street Salisbury Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296  
Email: [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**