

# Property and Land Search Service (PaLSS)

## Terms and Conditions of Business (Regulated Local Authority Searches)

**Effective Date:** 25/09/2025 **Governing Law:** The laws of England and Wales.

### 1. Definitions and Interpretation

Term	Definition
<b>PaLSS/We/Us</b>	Property and Land Search Service (PaLSS), a [Sole Trader] registered in England and Wales.
<b>Client/You</b>	The instructing solicitor or conveyancer acting on behalf of the prospective purchaser of the Property.
<b>Property</b>	The specific residential or commercial property in England or Wales which is the subject of the Search.
<b>Search/Services</b>	The Local Authority Search (Regulated/Personal Search) and any ancillary searches or reports as specified in the Order Confirmation.
<b>Report</b>	The written document provided by PaLSS to the Client containing the results of the Search.
<b>Order Confirmation</b>	The written acceptance by PaLSS of the Client's instruction, detailing the scope of work, fees, and estimated turnaround time.
<b>Search Code</b>	The Search Code, regulated by the Property Codes Compliance Board (PCCB). PaLSS confirms we will comply with the Search Code.

Third Party Terms <https://www.elanconvey.co.uk/third-party-terms.pdf>.

### 2. Basis of Contract and Scope of Services

**2.1 Instruction and Acceptance:** These Terms and Conditions apply to all instructions received by PaLSS. No contract shall exist until PaLSS issues a formal Order Confirmation to the Client.

**2.2 Scope of Search:** The Search is a personal inspection of public registers and records held by the relevant Local Authority and other public bodies (e.g., Highway Authority) relating to the Property. The Search scope is defined by the standard enquiries set out in the CON29 and LLC1 forms, unless otherwise agreed in the Order Confirmation.

**2.3 Limitation:** a) The Search is based solely on information available to PaLSS via public inspection of records held at the date of inspection. We are not responsible for any information that is **not publicly available, has not been recorded** by the Local Authority, or which is released *after* the date of the Report. b) The Search **does not include** a physical inspection of the Property or the surrounding area. c) The Search is for the **benefit of the Client and their named client (the prospective purchaser)** and the Client's mortgage lender. No other party may rely on the Report without the prior written consent of PaLSS.

In providing search reports we will comply with the Search Code.

### 3. Professional Indemnity and Liability

**3.1 Indemnity Cover:** PaLSS maintains Professional Indemnity Insurance (**PII**) which is a requirement of industry standards and the Search Code.

**3.2 Financial Limit of Liability (The Cap):** Our liability to the Client arising out of or in connection with the Search and the provision of the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of:

a) **The maximum amount of £5,000,000 (Five Million Pounds) per claim/transaction.**

b) The full amount of cover provided by our Professional Indemnity Insurance Policy via Tokio Marine HCC is £5M in force at the time the claim is made.

**3.3 Exclusion of Consequential Loss:** PaLSS shall not be liable for any indirect, special, or consequential loss or damage, including (but not limited to) loss of profit, loss of business, or loss of anticipated savings, howsoever caused.

**3.4 Duty of the Client:** The Client must promptly notify PaLSS upon becoming aware of any matter which may give rise to a claim. Claims must be made within the period of the statutory limitation period (usually six years) from the date of the Report.

### 4. Fees and Payment

**4.1 Fees:** The fees for the Services are specified in the Order Confirmation or on our current published fee scale. Prices shown are inclusive of VAT and any disbursements paid to third parties (e.g., Local Authority viewing fees).

**4.2 Disbursements:** Any costs incurred by PaLSS on behalf of the Client (disbursements) will be charged in addition to the professional fee. These costs are non-refundable once incurred, even if the transaction does not proceed to completion.

**4.3 Payment Terms:** Invoices are payable by the Client within **30 days** of the invoice date. PaLSS reserves the right to charge interest on overdue amounts in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.

### 5. Client Obligations

**5.1 Instructions:** The Client warrants that they have provided PaLSS with clear, accurate, and complete information, including a current plan clearly defining the extent and boundaries of the Property.

**5.2 Use of Report:** The Client agrees to use the Report only for the purpose for which it was commissioned (i.e., in connection with the conveyancing transaction for the Property). The Report must be passed to the Client's purchaser in its entirety and without amendment.

### 6. Data Protection and Confidentiality

**6.1 Data Compliance:** PaLSS complies with all relevant Data Protection legislation, including the GDPR and the Data Protection Act 2018.

**6.2 Confidentiality:** The Report and all underlying data are confidential. PaLSS will not disclose the contents of the Report to any third party, other than the Client's lender, without the express written permission of the Client.

## **7. Complaints and Redress**

**7.1 Complaints Procedure:** PaLSS operates a written complaints procedure, a copy of which is included within the Local Search. Any complaint regarding the provision of the Services must be submitted to PaLSS in writing within 28 days of the issue of the Report or the discovery of the alleged error.

**7.2 Search Code Compliance:** As a compliant member of the Search Code, if the Client remains dissatisfied following the conclusion of the PaLSS internal complaints procedure, a complaint may be referred to **The Property Ombudsman (TPO)**, provided the complaint meets the relevant criteria.

Independent dispute resolution - If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme. Contact details are as follows: [www.tpos.co.uk](http://www.tpos.co.uk) , email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) . We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

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.

## **8. Termination**

PaLSS may terminate this contract immediately by written notice if the Client breaches any of these Terms and Conditions (including payment terms) or if PaLSS forms the view that the information provided is insufficient to complete a proper Search.

## **9. Entire Agreement**

These Terms and Conditions, together with the Order Confirmation, constitute the entire agreement between the parties and supersede all prior agreements or arrangements, whether written or oral.

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Property and Land Search Service (PALSS), 22 Prior Street, Hereford, HR4 9LB, T. 07795 101877 E. [jane@palss.co.uk](mailto:jane@palss.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 search 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 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
- 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 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 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) 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

### **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: Jane Stanton, Business Owner, Property and Land Search Service, 22 Prior Street, Hereford, HR4 9LB, 07795 101877, jane@palss.co.uk.

If you are not satisfied with our final response, or if 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.

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