

LegalinX-7Side Terms & Conditions

1. GENERAL

1.1 Save as expressly varied by Legalinx Limited (Company Number: 2357470) (hereinafter called the Company) these conditions shall be deemed to be incorporated into all contracts made by the Company in respect of goods supplied and services provided by the Company and to override any terms and conditions which are inconsistent with them.

1.2 The Company's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Company to guarantee. The Company's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Company is therefore not able to accept any liability, for:

1.2.1 any inaccuracy, incompleteness or other error in the Company data which arises as a result of data provided to the Company by the customer or any third party;

1.2.2 any failure of the services to achieve any particular result for the customer.

2. AGENCY

2.1 Orders and instructions are only accepted on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

2.2 Instructions for Energy Performance Certificates will be accepted from agents of the vendor, however no work will be commenced by the Company until payment has been received or otherwise assured by the agent.

3. COMPLIANCE AND AUDIT

3.1 Each customer shall in connection with the provision or use of the services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that customer.

3.2 In order to protect the integrity of the data used in connection with the services, the customer shall not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Company.

3.3 If the Company considers in its reasonable opinion that it is no longer desirable or commercially viable for the Company to continue to provide the services at all or in accordance with this agreement, or if any third party data or software becomes unavailable to the Company, the Company shall be entitled to do one of the following on giving one months' prior notice to the customer terminate this agreement (without liability) in respect of those services which are affected by such changes or unavailability:

3.4 In exercising its rights under Clause 3.3, the Company will consult with the customer, and endeavour to act reasonably and in a way which is consistent with its treatment of its other customers.

3.5 As subscribers to the Property Code Compliance Board we are subject to [The Property Ombudsman Scheme](#)

4. LIMITS ON LIABILITY

4.1 The Company does not exclude or limit its liability for any of the following (and nothing in this agreement shall be

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construed as excluding or limiting such liability):

4.1.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

4.1.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

4.1.3 for a breach of clause 5;

4.1.4 for any matter which it would be illegal for the Company that customer to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

4.1.5 for the Company's fraud.

4.2 Notwithstanding any other provision the liability of the Company (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for damage or loss arising from credit reports and / or for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £10 million per claim or series of claims arising from any one incident.

4.3 The limitations in clause 4.2:

4.3.1 shall not apply to any indemnities given by the Company;

4.3.2 shall be in addition to the obligation of the customer to pay fees and charges under this agreement.

4.4 Subject to clause 4.1, the Company shall not be liable (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

4.4.1 any indirect or consequential loss;

4.4.2 the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that customer had notice of the possibility of incurring such losses;

4.4.3 the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if the Company had notice of the possibility of incurring such losses.

4.5 The Company has professional indemnity insurance of £10 million to cover local authority searches, energy performance certificates, company searches, conveyancing searches, natural person searches and company formations. The customer acknowledges and agrees this amount of insurance cover constitutes adequate cover for the type of services the Company provides.

5. CONFIDENTIALITY

5.1 To the extent permitted by law, it is our policy to observe confidentiality with regard to the identity and affairs of our customers, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.

6. THIRD PARTY AGENTS/CONTRACTORS

6.1 If you instruct us in relation to work which will be carried out in United Kingdom or abroad we may, as your agent, directly or through an intermediary request another agent to carry out some or all of this work for you. In such

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circumstances, save where expressly provided in these terms (including our data protection obligations set out in the Schedule), we have no control over the activities of those providing the service to you ("Third Party Agents"). We take all reasonable care to choose Third Party Contractors with good reputations when instructing them. We accept no responsibility however for the services Third Party Contractors provide to you or for any errors or omissions in their work product. If a mistake is made by Third Party Agent that causes you loss, we will investigate this matter on your behalf and on being properly secured by you as to costs, co-operate with you in bringing proceedings against the agent concerned. We shall pay the charges of Third Party Agents on your behalf and recharge them to you with our own agency fees.

7. SEARCHES AND REPORTS

7.1 The Company will use all reasonable care in acquiring information to be provided to the customer. However such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report. We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.

7.2 When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

7.3 In providing property search reports and services the Company will comply with the Search Code.

8. FINANCIAL REPORTS

8.1 The Company may from time to time provide reports containing financial information and/or credit ratings. The Company does not warrant any financial information or credit ratings and accepts no responsibility for the accuracy of such financial information or credit rating or any opinion provided by the Company based upon these.

9. INSTRUCTIONS

9.1 Services will only be provided on the basis that those instructing us give all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed.

9.2 Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

10. THIRD PARTY RELIANCE

10.1 Our services, including search reports and information services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent (and to this extent no term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999).

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11. PAYMENT

11.1 The customer shall be liable to discharge all sums due under invoices raised by the Company in respect of services rendered and any disbursements within 30 days of such invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

11.2 Notwithstanding clause 2.2 in the event that any work carried out for customers requires more than nominal disbursements, the Company may require an on account payment in respect of such disbursements and until such sums are deposited shall not be obliged to undertake the contract.

12. DATA PROTECTION NOTICE/PRIVACY POLICY

12.1 The provisions set out in the Schedule shall apply as if set out in full in these conditions.

13. STATUTORY COMPLIANCE

13.1 Both the Company and the customer undertake to each other that in respect of their obligations under these conditions they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.

13.2 Without prejudice to the generality of clause 13.1 above the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the client.

14. WEBSITE

14.1 The Company's web server may collect the domain names and e-mail address of visitors to the Company's website ("the Site"). This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, etc. The Company uses this information to measure the use of the Site and to improve the content of the Site.

14.2 The Company's Site contains "links" to other sites, and every effort is made to link only to sites that share the Company's high standards, however, the Company is not responsible for the standard of any site linked to the Site.

14.3 The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to the Company (as outlined above) and for the same purposes. By using the Site you are agreeing to the use of cookies which you can prevent by adjusting the settings on your internet browser. Any prevention of cookies may affect the functionality of the Site.

14.4 The Site is provided on an "as available" basis. The Company gives no warranty (express or implied) for the services provided and it is acknowledged that the Company shall not be liable for losses of income due to disruption of the Site caused as a result of server or provider disruption.

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14.5 The Company may disclose and transfer your information to a third party who acquires all or a substantial portion of our business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

15. SERVICES & FAIR USAGE

15.1. The Company reserves the right to limit and withdraw services available through its website or otherwise. The Company may withdraw any product or service available to the Customer, without notice, at its discretion.

15.2. Notwithstanding clause 15.1, any services commissioned prior to any such withdrawal shall be executed in full accordance with our obligations at the time of the instruction.

15.3. Access to the Company's 'Companies House Complete' Service (hereafter 'the Service') is subject to the following Fair Usage Policy;

15.3.1. Without prejudice to 15.1, the Service is available to all Customers whose average monthly spend with the Company exceeds £1,000.00 (exc. VAT).

15.3.2. The Company reserves the right to monitor usage of the Service, and to implement technical or organisational measures when necessary to reduce the burden of any heavy usage (see 15.3.3. below) which could adversely affect the delivery of other services to the Customer, or any other Party.

15.3.3. Heavy usage includes, but is not limited to, unreasonable (in the sole discretion of the Company) single service requests including more than 15 documents.

15.4. Failure to comply with the Fair Usage Policy may result in the Service being withdrawn.

15.5. The Company reserves the right to amend this Fair Usage Policy, without notice, at its discretion.

16. INTERNET PROTOCOL ('IP') ADDRESS AUTHENTICATION

16.1 If you choose the option of ordering our services through the Site by way of IP Address Authentication rather than using our Site with a user name and password, you acknowledge that:-

16.1.1 the Company has no right, title or interest in the IP Address you use to access our Site;

16.1.2 it is your responsibility to inform the Company should you wish to cease accessing our Site by way of IP Address Authentication;

16.1.3 you have exclusive responsibility for the security of your IP Address and the use of such IP Address to access our Site and that the Company has no control over your IP Address;

16.1.4 you indemnify the Company for any damage to our Site or business caused by any connection from your IP Address to the Site.

16.2 If you have not asked us to terminate the IP Address Authentication then you are liable for all orders and instructions for our services received through our Site by way of the IP Address Authentication process. The Company is not liable for any services that are ordered by way of error, breach of your security or otherwise on your behalf or by any third party using your IP Address.

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16.3 All orders for services made through the IP Address Authentication method is classed as an offer by you to purchase our services and such orders will be governed by these terms including that of payment in accordance with clause 11.

17. INTELLECTUAL PROPERTY

17.1 All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service, search or software provided to you by the Company shall be and remain the sole property of the Company.

17.2 In the event that new inventions, designs or processes evolve in the performance of or as a result of our services, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

17.3 All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

17.4 All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

17.5 Each customer:

17.5.1 acknowledges and agrees that it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under this agreement or through its use of such intellectual property rights;

17.5.2 agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

17.5.3 agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

17.6 Any licence that the Company obtains from third parties (licensors) in connection with the provision of the services may be granted to the customer if necessary for the use of the services but on the following terms only:-

17.6.1 the Customer may use such third party or licensor materials and data as provided to the Customer as part of the services, within the territory, solely for the customer permitted purpose in accordance with any documentation;

17.6.2 the customer shall comply with the obligations set out in clauses 17.6.3 to 17.6.6;

17.6.3 (subject to clause 17.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the services, third party data and/or third party materials;

17.6.4 Not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

17.6.5 Only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with this agreement;

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17.6.6 In the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

18. FORCE MAJURE

18.1 The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these terms and conditions, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the company shall be entitled to a reasonable extension of time for the performing of such obligations.

19. MISCELLANEOUS

19.1 If any of the provisions of these terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms shall continue to be valid.

19.2 Nothing in these terms shall affect the statutory rights of a consumer.

20. JURISDICTION

20.1 Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

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SCHEDULE

Part 1

Data Protection Provisions

1. DEFINITIONS

In this Schedule, the terms “controller”, “processor”, “data subject”, “personal data”, “processing” and “appropriate technical and organisational measures” have the meanings given to them in the Data Protection Legislation. In addition, the following definitions apply:

Data Protection Legislation	Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”) as amended and implemented by national laws, regulations and secondary legislation (as amended or updated) from time to time in the UK;
Customer Data	the confidential or commercially sensitive information (embodied in any medium) which may be or which has been supplied by the customer to the Company in connection with these terms (or any contract to which these terms apply); and
Customer Personal Data	the personal data set out in Part 2 of this Schedule, comprised in the Customer Data.

2. DATA PROCESSING

- 2.1** The customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 2.2** Both parties shall, in the course of performing their obligations under these terms or the relevant contract comply with their respective obligations under the Data Protection Legislation.
- 2.3** If the Company processes any personal data on the customer’s behalf when performing any services under these terms, the Company and the customer record their intention that customer shall be the controller and the Company shall be a processor. If you order our services directly and provide personal data directly to us, we will be a controller.
- 2.4** A general description of the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data is set out in Part 2 of this Schedule.
- 2.5** Without prejudice to the generality of paragraph 2.2 of this Schedule, the customer shall ensure that it has all necessary appropriate consents and notices in place to:
- 2.5.1** enable the lawful transfer of the Customer Personal Data to the Company;
 - 2.5.2** process the Customer Personal Data; and
 - 2.5.3** permit the Company to process the Customer Personal Data in accordance with and for the purposes of the provision of the services requested by the customer and the performance of its obligations under these terms.
- 2.6** The Company shall, in relation to the Customer Personal Data processed (as a processor) in connection with the provision of the services and the performance of its obligations under these terms or the relevant contract:
- 2.6.1** only process the personal data for the purpose set out in Part 2 of this Schedule and not for any other

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purpose unless the Company is acting on the written instructions of the customer or is otherwise required to do so by the laws of any member of the European Union or by the laws of the European Union applicable to the Company (**Applicable Law**). Where the Company is relying on Applicable Law as the basis for processing Customer Personal Data, the Company shall notify the customer of this before performing the processing required by the Applicable Law (unless prohibited by such Applicable Law);

- 2.6.2** ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Customer Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Customer Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Customer Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 2.6.3** ensure that all personnel who have access to and/or process personal data are obliged to keep the Customer Personal Data confidential; and
 - 2.6.4** only transfer the Customer Personal Data outside of the European Economic Area where it is necessary for the performance by the Company of its obligations under these terms, the relevant contract or for the provision by the Company of its services, provided always that the relevant conditions of the Data Protection Legislation are complied with;
 - 2.6.5** assist the customer, at the customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 2.6.6** notify the customer without undue delay on becoming aware of a personal data breach;
 - 2.6.7** at the written direction of the customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of any contract between the Company and the customer to which these terms apply unless required by Applicable Law to store the Customer Personal Data; and
 - 2.6.8** maintain complete and accurate records and information to demonstrate its compliance with this paragraph 2.
- 2.7** The customer acknowledges that certain services provided by the Company may require the Company to transfer Customer Personal Data outside the European Economic Area in order for the Company to fulfil its duties in providing such services and, subject to the Company agreeing to comply with the provisions of paragraph 2.6.4 above and without prejudice to paragraph 2.8 below, the customer agrees and consents to the Company making such transfers of the Customer Personal Data as the Company may deem necessary, appropriate or desirable for the effective provisions of the services.
- 2.8** Where the customer requires the Company to transfer Customer Personal Data outside of the European Economic Area, the customer shall be responsible for ensuring that the data subject in question has explicitly consented to the Customer Personal Data being transferred outside of the European Economic Area and has, where appropriate, been informed of the possible risks involved. The customer warrants that it has obtained such consent prior to instructing the Company to carry out any such transfer. The customer shall indemnify the Company for any breach of this paragraph 2.8.
- 2.9** The customer further acknowledges that for the provision of certain services, the Company may be required to appoint a sub-processor, including where the customer requires the Company (or the Company considers that it is necessary, appropriate or desirable) to share Customer Personal Data with third party companies in order for such

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third-party companies to facilitate the provision of the services and/or to enable the Company to fulfil its obligations under the contract to which these terms apply.

- 2.10** The customer agrees and consents to the Company appointing such sub-processors as are necessary for the provision of the services and the performance of the contract. The Company confirms that it has entered or (as the case may be) will enter into a written agreement with such third-party processors which incorporates terms that are substantially similar to those set out in this Schedule. As between the customer and the Company, the Company shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 2.11.
- 2.11** Without prejudice to the generality of any other provisions of these terms, the Company may revise this Schedule by replacing it with any applicable controller to processor standard clauses or similar terms forming party of an applicable certification scheme (which shall apply when replaced by attachment to these Terms).

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Part 2

Details of processing undertaking by The Company

<p>Subject matter and duration of the processing</p>	<p>The provision of certain services by the Company (as ordered by the customer) which include the Company using Customer Personal Data.</p> <p>Such services include (without limitation) company information searches, conveyancing and court searches, local authority searches, energy performance certificates, natural person searches and company formations.</p> <p>The Customer Personal Data will be processed for as long as is required to provide the services and for the Company to comply with its obligations under the terms and any other legal obligations. Certain Customer Personal Data may also be retained for a reasonable period to offer certain related services in the future (where the Customer has requested this, or where the Company has legal grounds to offer such services) or for other regulatory purposes.</p>
<p>Nature and purpose of the processing</p>	<p>Processing of Customer Personal Data in order to provide services to the Customer as described above and operation of the Company's business.</p> <p>The Company may, in some cases, transfer Customer Personal Data overseas, including to countries outside of the European Economic Area. This includes instances where it is necessary or desirable for the Company to transfer the data in order to supply the services or perform its obligations under the terms.</p>
<p>Type of Customer Personal Data</p>	<p>The Customer Personal Data may include personal identification data (including names, addresses, dates of birth, places of birth, billing and bank account details and other personal identifiers) and such other personal data as may be supplied by the customer to the Company (as part of the provision of the services by the Company to the customer).</p>
<p>Categories of data subjects</p>	<p>Individuals within the customer's business (including employees, officers, workers and contractors). individuals who the customer may represent. Other individuals whose details may be provided for the purposes of carrying out searches or for company formations.</p>

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