



# TM Group (UK) Limited

## General Terms

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### 1 Definitions

- 1.1 “**Authorised User**” means You being an organisation of Professionals (including without limitation a sole practitioner practice) once you have been accepted and whose account has been activated in accordance with Section 3.
- 1.2 “**Case Details**” means the screen displaying the details of the Property Transaction.
- 1.3 “**Case Cost Summary**” means the screen displaying pricing information for the Property Transaction.
- 1.4 “**Client**” means individuals who have been provided access to Search Results by a Professional for the purposes of conducting a Property Transaction.
- 1.5 “**Data**” means information input into the Service using an Authorised User account.
- 1.6 “**Enhanced Terms**” means separate terms for the Services where they are provided by Us for additional cost and where We agree to accept increased liability.
- 1.7 “**Intellectual Property Rights**” means all intellectual property rights and industrial property rights of any kind including without limitation patents, patent applications, copyright, know-how, technical and commercial information, design (whether registered or unregistered), design rights, internet domain names, database rights, trade marks, service marks or business names, applications to register any of the foregoing rights, trade secrets and rights of confidence, in each case in any part of the world and whether or not registered or registerable;
- 1.8 “**Professional**” means any current member of the following bodies: The Law Society, The Law Society of Scotland, The Council for Licensed Conveyancers, The Institute of Legal Executives, The Royal Institution of Chartered Surveyors, The National Association of Estate Agents and the Ombudsman for Estate Agents Scheme, or other bodies or individuals approved by Us.
- 1.9 “**Property**” means a parcel or parcels of land identified in the Search Request and accepted by TM Group as the Property
- 1.10 “**Property Transaction**” means dealing in “Property” for a Client.
- 1.11 “**Search Alerts**” are as described in our Online Help and Product Descriptions sections on the Service.
- 1.12 “**Search Request**” means a request from You to Us in the form required by Us for a Service.
- 1.13 “**Search Result**” means any information, data or materials provided by Us or any Third Party Data Provider in response to a Search Request from You.
- 1.14 “**Search Wizard Send Searches**” means the screen listing prices payable to Us in accordance with these Terms.
- 1.15 “**Services**” means the services available for provision by TM Group to You as described in Annex 1, via either or both of:  
(a) TM Property Searches Limited ([www.tmpropertysearches.co.uk](http://www.tmpropertysearches.co.uk)); and  
(b) TM Search Choice Limited ([www.tmsearchchoice.co.uk](http://www.tmsearchchoice.co.uk));  
or other means by which we permit You to or order them (including but not limited to via written means).



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- 1.16 **"Third Party Data Providers"** means third parties who license their data to be delivered by Us to You as part of the Services.
- 1.17 **"Third Party Terms"** means the terms of the Third Party Data Providers, to which hyperlinks are provided in Annex 3 of these Terms and which, subject to Section 13, are incorporated by reference into these Terms. The Third Party Terms can be found at [www.tmgroup.co.uk/terms](http://www.tmgroup.co.uk/terms)
- 1.18 **"TM YourMap"** means the TM YourMap screens displayed in connection with a Case Plan or when creating a new plan.
- 1.19 **"TM Group"** means TM Group (UK) Ltd of 200 Delta Business Park, Swindon, Wiltshire, SN5 7XD and its subsidiaries including but not limited to:  
(a) TM Property Searches Limited ([www.tmpropertyservices.co.uk](http://www.tmpropertyservices.co.uk)); and  
(b) TM Search Choice Limited ([www.tmsearchchoice.co.uk](http://www.tmsearchchoice.co.uk)).
- 1.20 **"TM Group Pricing"** means TM Property Searches and TM Search Choice pricing which is explained in Annex 2.
- 1.21 **"TM Website"** means the website available from time to time or [www.tmgroup.co.uk](http://www.tmgroup.co.uk).
- 1.22 **"We/Us"** or **"Our"** means the TM Group.
- 1.23 **"You"** or **"Your"** means the Authorised User entering in these terms with Us.
- 1.24 **"User(s)"** means individuals registered by the Authorised User under the Authorised User's account for the Services.

## 2 Provision of Services

- 2.1 We will provide the Services to You in accordance with these Terms.
- 2.2 We will use Our reasonable endeavours to make the Services available for use 24 hours per day, 365 days a year, except that the Services will not be available during periods of maintenance.
- 2.3 The Services are available for all Properties having a postal address in England, Scotland and Wales.
- 2.4 We recommend that You undertake training on the use of the relevant Services as soon as reasonably practicable following activation of Your account and upon the introduction of substantial new or enhanced facilities. Upon request We will provide You with an estimate of the costs for that training on Our then current list prices.

## 3 Registration

- 3.1 You will:
- (a) provide true, accurate and complete information that You are required to provide when You register as a user of TM Group Services;
  - (b) ensure that each User provides true, accurate and complete information; and
  - (c) notify Us immediately of any changes to Your or any User information.
- 3.2 We may, in Our sole discretion, decline any application from You or a User for registration as a user of either or both of the Services.



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3.3 If You are accepted by Us to be an Authorised User of the Services You will receive a user name and password. You, and each User, will be allowed to select Your own password. We may modify or substitute Your, and any User's, password for any reason in Our sole discretion. We will notify You, or the relevant User, of any such change.

3.4 You will receive confirmation that Your account has been activated by e-mail.

### **4 Payment and Pricing**

4.1 The pricing and payment terms for with the use of the Services are explained in Annex 2. You must read Annex 2 carefully because when You use particular Services You will be committing to pay the then current price and to make payment using the payment methodology for the particular Service selected.

4.2 We may change the TM Group Pricing for the Services by giving 14 days advance notice by posting a notice on the TM Website.

### **5 Your Data**

5.1 Users of the Services will only have access to information pertaining to their Property Transactions.

5.2 We will collect and process the personal data provided by You and Your Users. Our privacy policy ([www.tmgroupp.co.uk/privacy](http://www.tmgroupp.co.uk/privacy)) applies to all personal data we collect and you will ensure that Your Users are made aware of its terms.

5.3 We will comply with the Data Protection Act 1998 in the manner and for the purposes We process personal data provided by You.

5.4 We will use the personal data which You, or Your Users, supply to Us to provide the Services to You in accordance with these Terms. We will also use that data to communicate changes and additions to the Services, any new services and general marketing about our products and services to You and Your Users. You and Your Users will be provided the opportunity to opt-out of receiving these communications.

5.5 We may disclose personal data without Your or the relevant User's consent in the following circumstances:

- (a) to a Third Party Data Provider to the extent necessary to allow such Third Party Data Provider to provide services to Us as part of the Services (We will not otherwise provide Your or Your Users' personal data to any third parties);
- (b) if We are requested to do so by You, a regulatory body or a governmental authority in investigating illegal activities or otherwise as authorised by law;
- (c) if We are compelled to do so by law;
- (d) where, in Our sole opinion, We believe an emergency, potential illegal activity or some other reasonable basis exists for doing so.

5.6 Where You are disclosing third party personal data You warrant that You have obtained the consent of the data subjects to pass their personal data to Us for the purposes set out in Section 5.5.

### **6 Your obligations**

6.1 You are responsible for:



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- (a) procuring the necessary equipment and software, and paying all charges necessary to access the Services;
- (b) all use, activity and charges associated with or arising out of the use of the Services using Your subscription, user name and/or password, including any unauthorised charges or use by a third party;
- (c) making reasonable inspection of the Search Results to satisfy yourself that there are no apparent defects or failures. Subject to as otherwise provided herein, We will not accept responsibility for any defect or failure notified more than 7 days after You discovered it;
- (d) all judgments and decisions that You may make as a result of Your use of any Search Result(s);
- (e) any Data You transfer or receive from Us or through the Services;
- (f) informing Us of any changes to Your professional situation (for instance, changing employer or ceasing to be a Professional);
- (g) deploying and maintaining current industry standard virus protection and taking all reasonable precautions to ensure that You do not, and do not allow any party, directly or indirectly to upload, transmit or distribute computer viruses, worms, malicious code, macro viruses, Trojan horse or similar programs.

6.2 You will not use, or allow any party to use, the Services directly or indirectly:

- (a) for any illegal or malicious purpose;
- (b) in connection with marketing surveys, contests, pyramid schemes, chain letters, junk email, or any duplicative or unsolicited messages (commercial or otherwise);
- (c) to use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that was not Your client or Professional approved by TM Group for a particular Search Request, any Search Result or part of a Search Result;
- (d) to transmit or upload any material that contains software or other material protected by intellectual property rights, unless You own such rights or have received all necessary consents; or
- (e) in a manner that is inconsistent with these Terms or an abuse of the Services, in each case determined by Us in Our sole reasonable opinion.
- (f) in a manner that is inconsistent with the Third Party Terms.

6.3 You must not access or attempt to access, or enable a third party to access or attempt to access any part or component of the Services, TM Group, or any component of any third party service that You are not authorised to access;

6.4 You must not allow any third party other than Users to use Your subscription. You must ensure that all Your Users keep their user names and passwords confidential and do not allow any other person to use their accounts.

6.5 If You are an Enhanced Terms customer, You agree to and will abide by the Enhanced Terms.



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### 7 Indemnity

- 7.1 You will indemnify and hold Us and Our Third Party Data Providers and Our respective parent companies, subsidiaries, affiliates, officers, employees and agents, harmless from any claim, demand, or damage (including legal fees) asserted by a third party due to or arising out of Your breach of any term of these Terms or Your breach of Your professional duties.
- 7.2 You may assume the defence of any proceedings arising from the circumstances anticipated by Section 7.1 always providing that You shall keep Us fully informed of all matters relevant to the progress and settlement of any claim. In the event that You do not to assume the defence of any such proceedings then We will have the right to take over that defence at Your cost.

### 8 Our rights

8.1 We may:

- (a) deny access to all or any part of the Services if You or Your Users breach these Terms or when We are unable to provide such access due to any event outside Our reasonable control;
- (b) prevent Your access to any features of the Services if You breach these Terms;
- (c) modify or discontinue the Services, either temporarily or permanently, with or without notice to You. Such modifications shall be subject to these Terms;
- (d) change these Terms from time to time;
  - (i) such changes will be displayed on the TM Website;
  - (ii) Your continuing usage of the Services will constitute acceptance of the terms and conditions;
  - (iii) You are solely responsible for ensuring that You are aware of any such changes; and
  - (iv) We may terminate this agreement or suspend Your access to the Services immediately and without further notice if You do not accept such changes.

### 9 Back-Up of content

We will retain in archive copies of all Data input into the Services for at least seven (7) years, save that We may delete any records of Property Transactions from being directly accessible via the website if they have not been accessed for a period of three (3) months. Should You need to retrieve Data from Our archive You should contact Us in writing and such Data can be reproduced subject to an agreed fee and compliance with Section 10.4.

### 10 Intellectual Property and Right to Use

- 10.1 You agree and acknowledge that all Intellectual Property Rights in the Services and/or any software, Data, Search Result documents, information or other materials which relate to or are developed in connection with the Services belong to and will remain the property of Us or the relevant Third Party Data Provider.
- 10.2 You acknowledge that You are permitted to use this material only as expressly authorised by Us or Our licensors and may not copy, reproduce, transmit or distribute such material outside



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of the normal course of your transactional work without express written authority, nor are You permitted to create derivative works of such material without express written authority.

- 10.3 You agree not to (and agree not to assist or facilitate any third party to) distribute or commercially exploit such material or content except for the purposes of advising Your clients (and where TM Group Enhanced Terms have been signed, the Enhanced Client) and generally in the course of Your business of the provision of legal services. You will notify Us immediately of any such distribution or commercial exploitation.
- 10.4 Without prejudice to Sections 10.1 to 10.3, You undertake that You will not make or store any copy or copies of the whole or any part of the content of any search result save that You may store the search result only to the extent that it is associated with the property against which the original search request was made. For the avoidance of doubt, You shall not store any data contained within the search result in a way which would or could facilitate its use in providing search related information against another Property Transaction.
- 10.5 Trademarks, logos and service marks appearing on TM Group are the property of TM Group or their Third Party Data Providers. You are not authorised to use these without the prior written agreement of TM Group or the applicable third party owner.
- 10.6 User guidelines for the use of the Services will be posted on the TM Website.

### 11 Warranties and Limitation of Liability

- 11.1 We warrant that:
- (a) the Services We provide under these Terms will be performed with reasonable skill and care and in accordance with these Terms;
  - (b) We are authorised to provide the Services on these Terms;
  - (c) Our provision of the Services in accordance with these Terms will not infringe any third party rights; and
  - (d) Our provision of searches and Service will comply with the Search Code as detailed at [www.copso.org.uk/searchcode/index.php](http://www.copso.org.uk/searchcode/index.php)
- 11.2 To the maximum extent permitted by law, We make no representations, warranties or conditions of any kind, either express or implied, with respect to a Third Party Data Provider's response to a Search Request, including, but not limited to, any warranty that the responses are complete, accurate, of satisfactory quality, or fit for a particular purpose.
- 11.3 We will not be liable in contract, tort, negligence and statutory duty or otherwise, for any loss or damage whatsoever caused by any act or omission of a Third Party Data Provider or inaccuracies in or omissions from any responses provided by a Third Party Data Provider.
- 11.4 The information and data used to generate Search Alerts is derived from publicly available records and other third party sources and We do not warrant the accuracy or completeness of such information or data; also the information and data used to generate Search Alerts is derived solely from those sources specifically cited in Our Online Help and Product Descriptions and We do not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.
- 11.5 We will in no event be liable to You for loss of profits or contracts, any indirect or consequential loss or damage whether arising from Our negligence, breach of these Terms or caused by Us in any other way.



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- 11.6 Subject to Section 11.5, You agree that Our liability in contract, tort, pre-contract or other representations arising out of or in connection with each transaction completed under these Terms shall be limited to £2,000,000 pounds sterling for both domestic property transactions and for commercial property transactions.
- 11.7 Nothing in these Terms shall exclude or limit Our liability for death or personal injury due to Our negligence or any liability due to Our fraud or any other liabilities which it is not permitted to exclude as a matter of law.

### 12 Termination

- 12.1 Without prejudice to Our other rights and remedies, We may terminate Your account with TM Group if:
- (a) You fail to make a payment in accordance with these Terms;
  - (b) In the case of Professionals, You cease to be an accredited member of Your profession;
  - (c) We believe, In Our reasonable opinion, that You have materially breached these Terms or acted in a manner inconsistent with the spirit of these Terms;
  - (d) You cease or threaten to cease to carry on Your business;
  - (e) You have a liquidator, receiver or administrative receiver appointed to You or over any part of Your undertaking or asset;
  - (f) You pass or propose to pass a resolution for Your winding up (otherwise than for a bona fide scheme or solvent amalgamation or reconstruction where the resultant entity shall assume all your liabilities) and/or You convene any meeting of Your creditors;
  - (g) You are declared bankrupt or are subject to a bankruptcy petition, or You are wound up by court order or are subject to a winding up petition;
  - (h) You propose, or enter into, any voluntary arrangement with Your creditors;
  - (i) We believe, in Our reasonable opinion, that You are or are likely to become unable to pay the firm's/Your debts as they fall due; or similar in any other jurisdiction;
  - (j) You take or are subject to any steps (including the making of an application or giving of a notice) for the appointment or proposed appointment of an administrator;
  - (k) You are subject to any other proceedings relating to Your insolvency or possible insolvency; or
  - (l) You are subject to any similar action in any jurisdiction because of debt.
- 12.2 We may terminate Your account without notice (including all user names and passwords) if any user information is or becomes untrue, inaccurate, out-of date or incomplete.
- 12.3 You may terminate Your account at any time by giving 28 days written notice to Us.
- 12.4 In the event of termination of Your account at any time Your entitlement to use the Services ceases immediately and all charges incurred become payable immediately.
- 12.5 In the event of suspension of Your account at any time Your entitlement to use the Services (including the access of any Search Result) ceases immediately unless and until Your account is unsuspended. Upon suspension of Your account, TM Group shall be entitled to demand that all charges incurred become payable immediately, and require payment of all such charges as a condition precedent of unsuspending Your account. In any event, it is entirely at the discretion of TM Group as to whether, when and upon what conditions Your account is to be unsuspended, and TM Group shall be entitled to terminate Your Account notwithstanding that it is already suspended and shall be entitled for the purpose of termination to rely upon





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the same ground upon which Your account was suspended. Sections 5, 7, 10, 11 and 16 shall survive termination or expiry of these Terms.

12.6 Sections 5, 7, 10, 11 and 16 shall survive termination or expiry of these Terms.

12.7 Notwithstanding termination, We will fulfil any Search Requests which You have ordered and paid for prior to termination.

12.8 We may terminate, suspend or disable any User accounts that have been dormant or inactive for more than thirteen (13) months.

### 13 Precedence

If there is any inconsistency between the provisions of these Terms and any other applicable terms and conditions, that inconsistency will be resolved according to the following descending order of priority:

- (a) in relation to the Enhanced Service provided by Us, the Enhanced Terms;
- (b) these Terms;
- (c) any applicable Third Party Terms; and
- (d) any other relevant terms and conditions.

Where any Third Party Terms purport to take precedence over these or (where relevant) the Enhanced Terms, then between Us and You (particularly in relation to fees and payment and Our liability for the provision of the Enhanced Services) then these and (where relevant) the Enhanced Terms prevail and apply.

### 14 Severability

Each provision of these Terms shall be construed separately and deemed to survive even if one or other of those provisions is held to be inapplicable or unenforceable.

### 15 No Waiver

No act or omission of Ours shall be construed as a waiver of any preceding breach of these Terms by You.

### 16 Entire Agreement

These Terms and, if applicable, any pre-existing terms, constitute the entire agreement between the parties with respect to their subject matter and exclude any representations and warranties previously given or made.

### 17 Choice of Law

English Law shall govern these Terms, and You hereby irrevocably submit to the exclusive jurisdiction of the English Courts. Nothing in this Section 17 shall limit Our right to take proceedings against You in any other court of competent jurisdiction. The commencement of proceedings in one or more jurisdictions will not prevent Us from commencing proceedings in any other jurisdiction or jurisdictions.

### 18 Force Majeure

We will not be liable for any delay, interruption or failure in performance of Our obligations hereunder if caused or contributed to by any circumstance which is outside Our reasonable control, including (without limitation) war (declared or undeclared), flood, riot, Act of God, strike or other labour dispute (including those affecting Government officials), suspension or delay of service at public registries, delays or failures by Third Party Data Providers, change in the law, lack of power, or telecommunications failure.



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### 19 Rights of Third Parties

Save in respect of Third Party Data Providers or any TM Group company, no other person who is not a party to any contract made pursuant to these Terms have any right under the Contracts (Rights of Third Parties Act) 1999 to enforce these Terms. These Terms may be amended by Us without notice to or the consent of the Third Party Data Providers or any other TM Group company. You agree that Third Party Data Providers may bring direct a claim against You if You breach these Terms or the relevant Third Party Terms.

### 20 Notice

20.1 Except as otherwise expressly stated under these Terms, any notice or similar communications under these Terms will be in writing, in English, and shall be delivered personally, sent by pre-paid registered post or recorded delivery (and registered air mail if overseas) or by fax to the recipient party at its address set out at the beginning of these Terms or such other address as that party may specify by notice to the other party.

20.2 Notices and similar communications will be deemed to have been received:

- (a) if delivered personally, at the time of delivery to the address referred to in Section 20.1;
- (b) if sent by pre-paid registered post or recorded delivery, 48 hours after posting it or if sent by registered air mail 2 days after posting; and
- (c) if sent by fax, on the next Working Day after sending provided a copy is also posted in accordance with Section 20.1 within 24 hours of the fax being sent.

20.3 Except as otherwise expressly stated under these Terms, email and other electronic communications are not valid notices under these Terms.



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### Annex 1 – Scope of Services

The Services include:

#### 1. Membership Database

Facilities to manage business contact details and create user accounts for Authorised Users within their own organisation for the purposes of conducting business through the Services.

#### 2. Case Management

This service is built around a case management structure which allows Users to record client details, including property address.

- 2.1 Add Client - You can add a Client's personal details.
- 2.2 Add Case - You can create a property definition and relate it to existing Clients.
- 2.3 Delete Case - There will be a limit to the number of cases You can have in the Services at any one time. You will be required to delete cases from time to time to make room for future cases. Alternatively, We may delete cases from time to time. You are advised to make Your own copies as necessary of all deleted cases, subject to compliance with Section 10.4 of the Terms.
- 2.4 Amend Address - You are able to add, amend, delete, addresses for a Client.
- 2.5 View Address - We provide You with a facility to view all the contact information of Your Clients.

#### 3. TM Group

This service to provide searches relating to a conveyancing transaction.

- 3.1 Locate process, which validates a property address, and provides facilities to supply a supporting map or plan, using the National Land and Property Gazetteer (NLPG)<sup>®</sup> or Postcode Address File (PAF)<sup>®</sup> and Ordnance Survey (OS) and MasterMap <sup>®</sup>.
- 3.2 Search requests from datasets used in the conveyancing search process.
- 3.3 Provision of search responses from Third Party Data Providers, electronically or otherwise.
- 3.4 Helpdesk services to support conveyancing searches.
- 3.5 Value added services relating to searches.

#### 4. TM YourMap

This service to view, print and export Ordnance Survey MasterMap large scale mapping.

- 4.1 Your use of TM YourMap is subject to special terms for use of Ordnance Survey mapping described in the Third Party Terms.
- 4.2 You may require third party licenses using and reproducing the services certain services obtainable from Us. For example if You scan any Crown Copyright material You must have an appropriate licence from the owner.



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- 4.3 TM YourMap provides You with the facilities to request copies of Ordnance Survey maps (OS Data) for the purposes of viewing, printing (or plotting) and exporting to other programs. You may also overlay the OS Data with additional annotation, redlines, and other marks to create a composite image.
- 4.4 You may also use the OS Data to create polygons and other shapes, based on the background map, and extract spatial information using the map as an interface to additional datasets.
- 4.5 The scale of mapping initially applies to 1:1,250 (urban), 1:2,500 and 1:10,000 (rural) OS Landline mapping and / or MasterMap but may be extended from time to time to cover additional datasets provided by Ordnance Survey.
- 4.6 The initial view (Initial View) is an area within which You can continuously pan and zoom. This will invariably be larger than the area displayed on the screen.
- 4.7 Plot prices cover any form of printed output of a map from TM YourMap. Plot prices are based on the amount of mapping data used in creating the plot, and are in addition to the view costs.
- 4.8 Each search may require a different 'view' of a map, and may also allow an outline to be added to the map. This includes searches where the map itself is not submitted with the search, but the outline only.
- 4.9 You must not make additional copies of any Ordnance Survey maps or data provided by Us unless You hold an Ordnance Survey "Business Use Licence". Any unauthorised or unlicensed copying of OS data is an infringement of OS intellectual property, and We and/or Ordnance Survey reserve the right to pursue any infringement.

### 5. TM Managed Services

- 5.1 From time to time, We may agree to provide You with services to assist You in the administration of Property searches (the "TM Managed Services").
- 5.2 You may request TM Managed Services by sending Us a written request describing the services You require, including the details of the Properties that will be the subject of the TM Managed Services.
- 5.3 Once We have received Your request, We will agree with You the scope of the services to be provided as part of the TM Managed Services, and We will provide a quote to You for providing You with those TM Managed Services.
- 5.4 Once we have agreed with You a price for the Managed Services, We will prepare the relevant Search Requests. Prior to submitting these Search Requests, We shall provide them to You for Your review. Unless otherwise agreed with You, We will activate such Search Requests only once You have reviewed them and We have received Your approval.



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### Annex 2 - TM Group Pricing

#### 1. General

1.1 Our prices are in British pounds sterling and are exclusive of VAT. Our current prices can be found in Search Wizard Send Searches, TM YourMap screens and the Case Cost Summary. The prices of Third Party Data Providers can be found in the relevant Third Party Terms.

1.2 Our prices are the sum of:

- (a) Our service charge for the relevant services; PLUS
- (b) the fees of Third Party Data Providers.

Any application taxation, including VAT and in relation to all insurance policies Insurance Premium Tax, shall be payable by You in addition to Our price.

For the avoidance of doubt, where We are collecting payment for searches or services sourced by Us for You from Third Party Data Providers, these payment terms apply and not any payment or invoicing terms set out in the Third Party Terms (Annex 3).

1.3 The prices do not include:

- (a) 'Bundling' of services (i.e. the grouping of separate services in a single package);
- (b) volume discounts;
- (c) any special terms and prices that may be notified to You separately in writing by Us.

1.4 When You make a Search Request, You irrevocably agree to pay Our prices for the Services as described in the Search Wizard Send Searches, TM YourMap screens or the Case Cost Summary.

#### 2. TM Managed Services

The price for any TM Managed Services shall be the price agreed by Us with You pursuant to Paragraph 5 of Annex 1 of these Terms.

#### 3. Payment Terms

3.1 To use certain parts of the Services You will be required to sign a Direct Debit authorisation form allowing Us to collect amounts due directly from Your bank. These forms will need to be accepted by both Us and Your bank prior to Your use of the relevant Services.

3.2 Your payments for Services will be collected by Us directly from Your bank account. Separate invoices will be sent to You (or made available to You on-line) confirming individual service requests and the associated amounts debited from Your account for each transaction. Monthly statements may be issued summarising Your account.

3.3 If a Search Request is cancelled by You or by Us, and the Third Party Data Provider accepts the cancellation, no fee will be payable. We will endeavour to credit Your account with the amount of the Search Request charges, however there may be an administration fee to pay which will be agreed with you in advance



# TM Group (UK) Limited

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- 3.4 If a Search Request is rejected (for example, where the property details are incorrect) We will credit Your account with the amount of the Search Request charges, unless We are charged for the same by any Third Party Data Provider.
- 3.5 Any disputes or queries on the charges or invoice amounts should be made to the TM Helpdesk by phone or email (0844 249 9202 or [helpdesk@tmproperty.co.uk](mailto:helpdesk@tmproperty.co.uk)) within 30 days of receipt of invoice.



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### **Annex 3 - Third Party Terms**

The Third Party Terms, or further links to them, are available at <http://www.tmggroup.co.uk/terms/>

References to clauses, paragraphs, sections, terms, and sites/websites and the like in the Third Party Terms are internal references within the relevant Third Parties' Terms or to the relevant Third Party's own internet site.