
OneSearch Direct Terms and Conditions

SPH Comprehensive Warranty

The SPH Comprehensive Warranty consists of two distinct insurances.

1. Professional Indemnity Insurance and
2. Information Accuracy Warranty.

We are happy to negotiate any further terms which are required to deal with the special situation of a particular client. SPH (Scotland) Ltd (SPH), warrant to the client that the information contained in their search is true and accurate as at the time and date stated (the Warranty). The Warranty is subject to the following terms:

SPH Professional Indemnity Negligence Cover

We are confident in the absolute accuracy of the information we supply. That is why we feel able – unlike almost every local authority supplying Local Searches – to offer Professional Indemnity Negligence Cover.

1. In the event of a successful claim for negligence we will be liable to you for the following:
 - a) The sum paid to SPH for this search; and
 - b) The difference between the price paid by the Client in reliance on the accuracy of this search and its true value; and
 - c) Interest on both the above from the date of written notification to SPH of any such claim.
2. The sum payable under condition 1(b) above shall be subject to an absolute cap, in respect of all claims arising out of this search where the breach of Warranty in question was caused to any extent by negligence of SPH the sum of five million pounds (£5,000,000).
3. In the absence of agreement, the true value of the Residential Property in question shall be determined by an Arbitrator, on the assumption that the price paid for the Residential Property in question would have been its true value had it actually been, in all relevant respects, as described in this search; and the Arbitrator shall have power, in the absence of agreement, to decide the extent to which the Client and SPH shall bear the expense thereof.
4. No claim shall be brought against SPH after the date of sale or transfer of title of the Residential Property in question by the Client unless made in proceedings commenced in a competent Court in England within that period.
5. Either the Client or any lender to whom the Client shall assign the benefit of this Warranty in accordance with condition 7 may enforce the terms of this Warranty subject to and in accordance with the terms of this Warranty and the provisions of the Contracts (Rights of Third Parties) Act 1999 (the Act).
6. Except as provided in condition 5 a person who is not a party to this Warranty has no right to enforce any term of this Warranty but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
7. The benefit of this Warranty may be assigned by the Client to anyone to whom the Client shall mortgage or charge the Residential Property subject to the terms of this Warranty.

SPH Information Accuracy Warranty

We are confident in the absolute accuracy of the information we supply. That is why we feel able – unlike almost every local authority supplying Local Searches – to offer a Comprehensive Information Accuracy Warranty to our clients and their lenders.

We understand that anyone who has a complaint of inaccuracy is not particularly concerned how that came about. That is why we do not restrict our Warranty to cases where we were negligent, although we are ourselves dependent on the accuracy of the information supplied to us by others.

In the few instances where information is not available in the public registers or records whereby SPH will not be able to answer a particular question, this will be noted thus in the search: N/A. Where this is the case the SPH Information Accuracy Warranty will cover these items as if they were searched items and they had not revealed any adverse entry.

1. In the event of a Breach of Warranty we will be liable to you for the following:
 - a) The sum paid to SPH for this search; and
 - b) The difference between the price paid by the Client in reliance on the accuracy of this search and its true value; and
 - c) Interest on both the above from the date of written notification to SPH of any such claim.
2. The sum payable under condition 1(b) above shall be subject to an absolute cap, in respect of all claims arising out of this search to the sum of five hundred thousand pounds (£500,000).
3. In the absence of agreement, the true value of the Residential Property in question shall be determined by an Arbitrator, on the assumption that the price paid for the residential Property in question would have been its true value had it actually been, in all relevant respects, as described in this search; and the Arbitrator shall have power, in the absence of agreement, to decide the extent to which the Client and SPH shall bear the expense thereof.
4. No claim shall be brought against SPH after the date of sale or transfer of title of the Residential Property in question by the Client unless made in proceedings commenced in a competent Court in England within that period.
5. Either the Client or any lender to whom the Client shall assign the benefit of this Warranty in accordance with condition 7 may enforce the terms of this Warranty subject to and in accordance with the terms of this Warranty and the provisions of the Contracts (Rights of Third Parties) Act 1999 (the Act).
6. Except as provided in condition 5 a person who is not a party to this Warranty has no right to enforce any term of this Warranty but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
7. The benefit of this Warranty may be assigned by the Client to anyone to whom the Client shall mortgage or charge the Residential Property subject to the terms of this Warranty.

In This Warranty

Arbitrator means a person appointed by agreement between the parties, or in the absence of agreement, a person appointed by the President for the time being of the Royal Institute of Chartered Surveyors (or any person duly authorised to make such appointments on his or her behalf) the person appointed acting as an independent expert and not as an arbitrator who shall give both the Client and SPH an opportunity to make written representations to him and also an opportunity to make written counter-representations on any representations made to him by the other but will not be in any way limited or fettered by those representations or counter-representations and will be entitled to rely on his own judgement and opinion. If the independent person dies, delays or becomes unwilling or incapable of acting the President for the time being of The Royal Institute of Chartered Surveyors may on the application of either the Client or SPH, discharge him and appoint another in his place.

Breach of Warranty includes any breach, whether caused to any extent by the negligence of SPH or not.

Client means the person instructing this search or, if that person is an Agent for a principal, that principal.

Interest means the base rate from time to time of any bank which is a member of The British Banking Association and that SPH specifies at any time or, if those base rates cease to exist, such other equivalent rate of interest as SPH reasonably specifies at any time.

Price means the consideration in money paid for the Residential Property in question.

Residential Property includes any freehold or leasehold property limited to residential use only.

True value means the price which a willing buyer would have paid a willing seller for the Residential Property in question under a contract in all respects other than price the same as that actually entered into, and had there been no inaccuracy in the search.