

1 Malvern Hills District Council Local Land Charges On-line

LLCSearches is a facility for making search requests and receiving the results online directly from the local authority ('the Services'). These Services do not include providing you with access to databases in which information used to compile the local land charges search results or replies to enquiries of local authorities is stored.

It is important that you read and understand these terms before using the Services. By accessing or using the Services, you agree to be legally bound by these terms, as they may be modified from time to time. We reserve the right to change these terms at any time. Amendments will take effect when posted on our website (www.malvern hills.gov.uk) on the Local Land Charges pages. However, the terms current as at the start of a particular transaction will apply until that transaction is completed.

2 Costs

Our current fee schedule is available on our web site at <https://www.malvern hills.gov.uk/search-fees>

3 Registration

3.1

You are required to register with us by completing the registration page on the LLCSearches website. Only adults (ie those aged 18 and over) are entitled to enter into legally binding contracts and as a result are the only people entitled to use the Services. Any other individuals who are unable to form legally binding contracts are also prohibited from using the Services. If you do not qualify, do not use the Services. By registering you are making a statement, upon which we are entitled to rely, that you are aged 18 years or older and capable of forming a legally binding contract either in your own right or on behalf of your firm or company.

3.2

On occasions certain users will be refused access to the Services, such suspensions shall be within our sole discretion.

4 Information you provide

4.1

You grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free license to use any information you provide to us during the registration, listing or bidding process.

4.2

Such information shall be legal, decent, honest and truthful, shall not infringe any third party's rights, shall not contain any viruses or other malicious computer programming routines and shall not link to any other websites. Without limiting the above, all information you provide shall be accurate and complete and all registration details shall contain your correct name, address, and other requested details.

5 Security

You are solely responsible in all respects for all use of and for protecting the confidentiality of any email verification number and password which may be given to or selected by you

for use on the LLCSearches website. You may not share these with or transfer them to any third parties. You must immediately notify us of any unauthorised use of them or any other breach of security regarding the Services.

6 Availability of the LLCSearches website

While we will use all reasonable endeavours to make our services and the LLCSearches website available, we cannot guarantee that they will operate continuously or without interruptions. This could affect applications for local land charges searches or the replies to such applications.

7 Payment

7.1

Payment can be made by BACS Transfer or by credit/debit card. We must receive payment of the whole price for the services before the local land charges search results will be released to you.

7.2

You undertake that you will initiate a payment to us at the same time as you request a local land charges search and that you will quote the portal reference number in any such payment.

8 Use of the Services

8.1

You may only use the services for the making of applications for, and the delivery of the results of, local land charge searches and enquiries of local authorities in connection with the buying and selling of land or property

8.2

You will not resell the Services or the results of the local land charges searches or enquiries of local authorities without our prior written consent.

OR

You will use the data provided in the results of the Local Authority search solely in connection with the sale/purchase of the land/property, the subject of the search.

8.3

You acknowledge that the way in which you interpret or use the results of the local land charges searches or enquiries of local authorities delivered to you as part of the Services is dependent upon the exercise of your own skill and judgment.

9 Cancellation

You may request to cancel a search submitted through the Services at any time up to the point of completion of the results by making a written request to us at land.charges@malvern hills.gov.uk. We reserve the right to decline your request. Once we have accepted your request to cancel the requested search any sum paid to us will be refunded to you as soon as possible, by such means as we consider appropriate.

10 Delivery

We will deliver the local land charge search results to you at the email address linked with your account. Delivery will be made as soon as possible after we have processed your request.

11 Termination

Malvern Hills District Council has in its sole discretion the right to issue a warning, temporary suspension, or an indefinite suspension and termination of your rights to use our Services if you:

11.1

act inconsistently and in breach of these terms and conditions;

11.2

at any time violate or attempt to violate any rights of any other user of the Services or third party;

11.3

are engaged in any fraudulent activity; or

11.4

fail to make any payments due to us in accordance with these terms.

12 Compliance with laws

You agree to comply with all applicable laws, statutes and regulations concerning your use of the Services.

13 General release

13.1

Your acceptance of these terms and conditions also acts as a general release of Malvern Hills District Council (and all of their officers, agents and employees) from any liability for any claims, loss, and damages (both direct and indirect, including loss of profits, goodwill and business opportunity) arising out of or in any way connected to your use of the Services and our website.

13.2

In addition, we make no representations or warranties about the accuracy, completeness or suitability for any purpose of the information and related graphics published on the LLCSearches website. From time to time the site may contain technical inaccuracies or typographical errors. All liability of Malvern Hills District Council howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

13.3 Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have under the Local Land Charges Act 1975 or may have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

14 Trade marks, logos etc

All trade marks, product names and company names or logos cited herein are the property of their respective owners. No permission is given by Malvern Hills District Council in respect of the use of any such brand names, product names or titles or copyrights and such use may constitute an infringement of the holder's rights.

15 Notices

Except as otherwise stated, any notices you wish to send to us should be e-mailed to land.charges@malvern hills.gov.uk. Any notices that we may wish to draw to your attention will be displayed on our website or the LLCSearches website.

16 Applicable law

Each and every transaction carried out on or as a result of the Services is deemed to be completed within the United Kingdom and therefore shall be governed by and interpreted in accordance with English law. The terms of this agreement (and any dispute, controversy, proceedings or claim of whatever nature in relation to them) shall be governed and interpreted in accordance with English law and the English courts shall have exclusive jurisdiction in relation thereto.

17 Events beyond our control

Malvern Hills District Council will not be in breach of this agreement or otherwise liable for any delay in performance if to the extent that any delay or failure is due to the circumstances beyond its reasonable control and including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

18 Invalidity

If any part of the terms of this agreement is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

19 Entire agreement

This agreement, together with any document expressly referred to within its provisions, contains the entire agreement between us relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between us in relation to such matters or any statements made to you by any person, including (without limitation) any of our employees or agents. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

On the following pages are notes on how to use the LLCSearches system:

How To: Register for and use the LLCSearches website

The LLCSearches website is a convenient, easy to use, system which enables you to send your local land charge searches, and receive the results, over the Internet. This service is offered at no additional cost (compared to sending searches by post or email) but provides the benefit of a dedicated system to help speed up the submission and, as a direct result, the return of local land charge searches. The system will also allow for the retrieval of any search results at any time, once they are completed.

Step 1 - Registration

You are required to register with us by completing the registration page on the LLCSearches website at <https://www.llcsearches.co.uk/> and then click on the 'Sign up now' link at the bottom of the page.

Only adults (ie those aged 18 and over) are entitled to enter into legally binding contracts and as a result are the only people entitled to use the Services. Any other individuals who are unable to form legally binding contracts are also prohibited from using the Services. If you do not qualify, do not use the Services. By registering you are making a statement, upon which we are entitled to rely, that you are aged 18 years or older and capable of forming a legally binding contract either in your own right or on behalf of your firm or company.

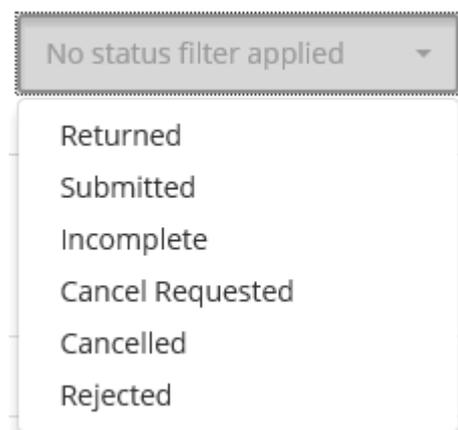
On occasions certain users will be refused access to the Services, such suspensions shall be within our sole discretion.

You should get a response to your registration request within a couple of hours, but this could take longer at busy times. Once your registration has been successful you will be ready to submit your searches online.

Step 2 - Logging-in

From the home page at <https://www.llcsearches.co.uk/> click on 'Searches' at the top of the page, this will take you through to the 'Log in' page where you will need to use the email address and password you used when you first registered.

Once you have filled in your details and clicked 'Log in' you will be taken through to 'Your search requests'. Once you have submitted searches this is where they will appear (with the most recently actioned record at the top) and from here you will be able to filter your searches by address or the various options from the drop down box:



On this page you will also have the option to create a 'New search request'

Step 3 - Submitting a local land charges search

After clicking on 'New search request', the next screen you will see will be:

1. **Select a Local Authority** page. This is where you can select which local authority you wish to submit a search to, from a list in the dropdown box (this list will only show those authorities you have registered with). Once you have selected the relevant local authority you will be required to accept their T's&C's before you can continue. Then click on 'Begin Submission' and you will be forwarded to:
2. **Enter your contact details** page. The fields on this page should auto-populate based on the information you provided when you first registered, but it will allow you to make alterations, if required. Once happy with these details please click on 'Next', to go to:
3. **Enter your recipient's details** page. If the recipient is different from your registered details you can add them on the page by de-ticking the 'Same as contact details' box. Once happy please click on 'Next' to go to:
4. **Select a Search Type** page. Next to 'Search Type*' there is a drop-down box that will allow you to select four different local land charges search options:

Full (LLC1 & CON29)

CON29 (CON29 only)

LLC1 (LLC1 only)

CON29O (CON29O only)

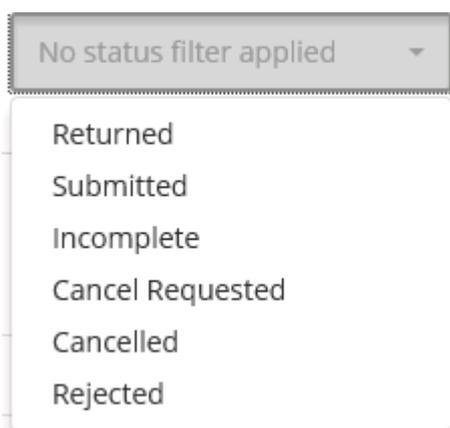
Please note: On any of the above options you will be able to select CON29O questions as you go through the order process.

Once you have selected any one of these options you will see the 'Description' changes to show what elements are included (ie includes CON29, LLC1). You will also see that the progress circle on the right of the screen has changed, as has the 'Fee Summary'. If you hover your mouse over the 'Fee Summary' at any stage you will see the VAT breakdown off fees. Once you have selected your 'Search Type' click on 'Next' to go to:

5. **Select optional questions** page. On this page you will be able to select CON29O questions, if required, just click on the + symbol to expand the Group and select those questions you require. The 'Fee Summary' will again change as you tick each question you require.
Please Note: Question 21 will not show in this group, as we do not hold this information and you are advised to contact the vendor.
Once happy please click on 'Next' to go to:
6. **Enter any additional questions** page. This is where you can add any bespoke questions not included within the CON29 or CON29O. Once happy please click on 'Next' to go to:
7. **Enter your property details** page. This is where you can input the address/location for the search request. You can either do this entering the postcode and 'Find address' and selecting the official address from the dropdown box, or by 'Manual entry' if required. On this page you can also add details for any additional land parcels. Once happy please click on 'Next' to go to:

8. **Enter you road details** page. This is where you would add any roadways, footways and footpaths referred to in 'Box C' (under the usual terms). Again this can be done by typing in all or part of the road name and using the dropdown box, or by manual entry if the road name isn't know or doesn't exist.
Please Note: Whilst this page will appear on all search submissions it can only be completed if you search request includes a CON29.
Once happy please click on 'Next' to go to:
9. **Attach any documents** page. This is where you can attach your search requisition documents and site plan (although the system accepts various file types our preferred option is ODF format). Once you have added all the attachments please click on 'Next' to go to:
10. **Enter any additional information** page. This is where you should add your search reference and there is also a Notes/Comments box for you to add any supporting information. Once happy please click on 'Next' to go to:
11. **Summary of your search request** page. This will show you a summary of your order for review before final submission.
If you need to make any changes you can use the 'Previous' and 'Next' buttons to navigate forward and backwards through the various pages (this can be done at any stage).
If everything is correct click 'Submit search request' to complete the order and go to:
12. **Search request submitted** page. This will give you payment instructions as well as any notes relating to our service at the time of submission. And the option to return to 'Your search requests' page.

Note #1: You can abandon a search request at any stage and come back to it later. If you do this you will need to select 'Incomplete' from the filter box on the 'Your search requests' page as they will go to the end of the list of submitted searches.



Note #2: Please be aware that the LLCS portal reference will not be the official search reference.