

## **Terms & Conditions**

### **Our services**

By using our online services, you agree to be bound by these **Terms & Conditions**.

We are an independent company not affiliated or connected in any way with Ghana Lands Commission. The documents that we provide are official copies as held at the Ghana Lands Commission. We are not responsible for any errors, omissions or low-quality imaging within the documentation which is provided “as is”. We shall not be liable to any party for any loss or damage, direct, indirect or consequential, arising from your use of or interpretation of or reliance on the documents we provide or their contents.

Upon receipt of your documents or information online, you can contact us with any questions regarding your documents or information. Any advice we give is not legal advice, it is merely an explanation of various terms and provisions that are to be found in your documents.

When you make a purchase, you are acknowledging that the payment you make to us includes two elements; one element is for our service in identifying the property, searching the Ghana Lands Commission records, identifying the registration status of the property, identifying the correct title number and identifying a list of available documents held at the Ghana Lands Commission. The other element is for the provision of the documents themselves, which we may pay the Ghana Lands Commission for.

Where our search reveals that a property is not registered, or that it is registered but the specific document and or information you have requested does not exist or is not held by the Ghana Lands Commission, we will refund all money paid to us less GHS10.95 plus any statutory fees including VAT which is the cost of our search services alluded to above. If we are able to supply some but not all of the documents or information, refunds will be provided for the items not provided, equal to the amount that we would have paid the Ghana Lands Commission for those documents, had they been available.

When you place an order we will check the details and contact you if we cannot identify the property or land being searched on. When we have verified the correct property or land details, we will search the Ghana Lands Commission for the documents or information you have requested and send the same to you via on your smart device via notification, by email in PDF format (or by post where the documents are not available in PDF format and you have paid for physical delivery of the information or document), or notify you of the results of our search if the requested documents do not exist.

We do not produce or maintain the documents that we provide, we supply them ‘as is’ from the Ghana Lands Commission. If you notice an error in a document, we have no power to make corrections ourselves however we will advise on you the correct procedure to rectify the mistake.

Nothing stated in the comments box will amend these terms and conditions; nor will comments override the selection of products ordered (e.g. only the documents paid for will be supplied, even if the comments request additional documents); The comments are merely to provide additional information which may assist with processing your order. If you require something which is not explicitly offered, please simply contact us and ask if we can assist – do not place an order for a different document.

### **Limitations**

Search information online may show the current owner and current mortgage details only – not previous owners or previous mortgages. We cannot provide a full list of past owners or mortgages.

The Ghana Lands Commission does not maintain information on when a property was built or how it was constructed. If you need building information (date of construction, original layout, build plans, etc.) you will need to consult the Local Authority serving the property.

Title documents are not intended to provide a history of a title, the Ghana Lands Commission does not seek to establish historic ownership, and so old documents are only filed where those documents contain rights/restrictions/covenants/other legal matters which still affect the property today. The aim is to reduce the number of documents that a person needs to review in order to make informed decisions relating to the legal issues surrounding a property. Only those which continue to have some legal relevance and only where the relevant provisions cannot simply be reproduced on the title register.

### **Cancellation**

You have a right to cancel your order within 14 days unless the provision of the service has already commenced.

Some Regulations provide that a trader must not begin providing the services contracted for before the end of the statutory cancellation period without an express instruction from the customer to do so. When you place an order with us, you do so in the knowledge that we process most orders within 60 minutes. You therefore acknowledge that your order is, in itself, an express instruction for us to begin providing the service before the end of statutory cancellation period.

Provision of the service commences when we either (1) send the documents to you electronically, by whatsapp, notification on PropertyWatch Mobile App, sms or by email to the email address stated on your order (regardless as to whether our email is accepted by your email service provider), (2) attempt to locate the information/property/document required but have to request further information from you, or (3) request the documents from the Ghana Lands Commission which have to be manually processed.

If you request cancellation after the commencement of the service provision in scenario (2) or (3) above, we may (in our absolute discretion) provide a part refund in an amount that we deem reasonable having regard to the circumstances.

Cancellation requests must be made by either replying to the confirmation email received when an order is placed, or via [our website](#). Please include the order number or details of the order (including property address and documents requested) on all cancellation requests.

### **Delivery Times**

We will endeavour to complete orders within 1 hour of receipt Monday – Friday during working hours, provided that the Ghana Lands Commission Business Portal is operational but during exceptionally busy periods the processing of orders may take longer so please allow until the end day if you placed your order during working hours (or the start of the next working day if orders placed after working hours). On weekends, we will endeavour to deliver orders on the day placed but they may not be delivered until Monday morning. If you require an order urgently **at any time**, please simply [send us a message](#) and we will comply wherever possible.

Orders may be delayed in the following circumstances:

- Where the Ghana Lands Commission systems are unavailable;

- Where due to circumstances outside of our control, we are unable to send, or you are unable to receive, electronic information and or emails;
- Where the requested documents are not available electronically on the Ghana Lands Commission Business Portal and require manual processing (and in such case they will be sent to you on the same day that we receive them from the Ghana Lands Commission);
- Where the property is unregistered and therefore no documents are available.
- Where information captured and provided by your smart device is incorrect or inadequate in providing the information required to generate output be it in electronic form or

Customers must report any non-delivered orders within 28 days as all documents and pieces of information are automatically purged from our servers at this point.

### **Reliance on Information Provided by You**

We rely on the information you provide in order to locate the correct property and provide you the requested information. In the case of a conflict between information you provide, we will implement the following hierarchy: Title number provided by customer takes precedence over address provided by customer, which takes precedence over Ghana digital address provided by customer. If you wish for us to adopt a different hierarchy, please specify in the comments box (e.g. "title number may not be correct so please rely on digital address").

### **Map Search**

The map search product is designed for use in cases where the target land has no fixed digital address that it can be identified by. The location of the red pin will be the definitive point of location for our search and any documents provided will be for the title number relating to the land that the red pin location falls within. If you have a postal address, please use the standard order pages and not the map search feature.

You agree to pay the fee for the service provided to you. All services must be paid for in advance.

Nothing stated on this in the PropertyWatch app or on the PropertyWatch portal shall constitute legal advice.

By using our service, you will also be bound, in so far as they apply, by the Ghana Lands Commission terms and conditions applicable to use of Ghana Lands Commission documents.

### **Documents To Be Delivered By Post**

All documents are provided in PDF format by email, in your portal or via sms only – we are generally unable to provide hard copies on paper.

The only exception to this is where we request a document from the Ghana Lands Commission and we are advised that it can only be issued to us in paper format (such as large title plans and very long leases). In these cases, we can only provide the document on paper as received by us and we will be unable to provide a PDF version.

Where we advise you that a title plan or other document can only be delivered to you by post, we will ask for a postal correspondence address to send it to. We will send this request only once. If you do not reply to our request for your correspondence address within 28 days, we may dispose of the document and a charge may be levied if you require a replacement.

### **Duplicate Orders**

Please note, we do not have any specific system in place to recognize duplicate orders. Orders are fulfilled in the order they are received and so where an order is placed in duplicate immediately after the first, we will usually notice this and assume it is a mistake, thus refunding the duplicated order.

However, where a customer orders documents and then at a later time/day returns to order the same documents again, we are unlikely to notice. We will therefore fulfil the order as intended.

When ordering a package of documents, it is important to read the description of the package and ensure that it does not include documents that you have already purchased from us. If it does, please contact us and ask us to upgrade your original order instead. If you fail to do this, and order the advertised package, we will supply all documents in that package and the full price will be charged.

Ultimately, it is the customer's responsibility to ensure that they do not order documents that are not required as we cannot refund orders once processed.

## **App and Website Use**

### **Introduction**

These terms and conditions govern your use of our Apps and website; by using our app and PropertyWatch WebApp and Website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our app and PropertyWatch WebApp and Website.

### **License to use website**

Unless otherwise stated, PropertyWatch Services Company Limited and/or its licensors own the intellectual property rights in PropertyWatch Mobile App and website and material on either. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from PropertyWatch Mobile App and PropertyWatch WebApp and Website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from PropertyWatch Mobile App PropertyWatch WebApp and Website (including republication on another website);
- sell, rent or sub-license material from PropertyWatch Mobile App PropertyWatch WebApp and Website;
- show any material from PropertyWatch Mobile App PropertyWatch WebApp and Website in public;
- reproduce, duplicate, copy or otherwise exploit material on PropertyWatch Mobile App PropertyWatch WebApp and Website for a commercial purpose;
- edit or otherwise modify any material on PropertyWatch Mobile App PropertyWatch WebApp and Website; or
- redistribute material from PropertyWatch Mobile App

## **Privacy**

In providing our service, you may be asked to provide personal information through online forms, e-mail, payment processing and/or other means of communication. We do not share this information with any third parties. We do not sell, trade, or rent your (nor your business) personal information to others. Any information that we obtain from you will be used lawfully and in strict accordance with the **Data Protection Act, 2012 (Act 843)** and the GDPR. Please see our [Privacy Policy](#).

### **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use PropertyWatch Mobile App, PropertyWatch WebApp and Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to PropertyWatch Mobile App PropertyWatch WebApp and Website without **PropertyWatch Services Company Limited's** express written consent.

You must not use PropertyWatch Mobile App PropertyWatch WebApp and Website to transmit or send unsolicited commercial communications.

You must not use PropertyWatch Mobile App PropertyWatch WebApp and Website for any purposes related to marketing without PropertyWatch Services Company Limited's express written consent.

### **No warranties**

PropertyWatch Mobile App PropertyWatch WebApp and Website are provided "as is" without any representations or warranties, express or implied. PropertyWatch Services Company Limited makes no representations or warranties in relation to PropertyWatch Mobile App PropertyWatch WebApp and Website or the information and materials provided on PropertyWatch Mobile App PropertyWatch WebApp and Website. Without prejudice to the generality of the foregoing paragraph, PropertyWatch Services Company Limited does not warrant that:

- this website will be constantly available, or available at all; or
- the information on PropertyWatch Mobile App PropertyWatch WebApp and Website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind.

### **Limitations of liability**

PropertyWatch Services Company Limited will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, PropertyWatch Mobile App PropertyWatch WebApp and Website:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if PropertyWatch Services Company Limited has been expressly advised of the potential loss.

### **Exceptions**

Nothing in PropertyWatch Mobile App PropertyWatch WebApp and Website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit PropertyWatch Services Company Limited's liability in respect of any:

- death or personal injury caused by PropertyWatch Services Company Limited's negligence;
- fraud or fraudulent misrepresentation on the part of PropertyWatch Services Company Limited; or
- matter which it would be illegal or unlawful for PropertyWatch Services Company Limited to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using PropertyWatch Mobile App PropertyWatch WebApp and Website, you agree that the exclusions and limitations of liability set out in this herein disclaimer are reasonable.

If you do not think they are reasonable, you must not use PropertyWatch Mobile App PropertyWatch WebApp and Website.

### **Other parties**

You accept that, as a limited liability entity, PropertyWatch Services Company Limited has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against PropertyWatch Services Company Limited's officers or employees in respect of any losses you suffer in connection with the PropertyWatch Mobile App PropertyWatch WebApp and Website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this PropertyWatch Mobile App PropertyWatch WebApp and Website disclaimer will protect PropertyWatch Services Company Limited's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as PropertyWatch Services Company Limited.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this PropertyWatch Mobile App PropertyWatch WebApp and Website disclaimer.

### **Indemnity**

You hereby indemnify PropertyWatch Services Company Limited and undertake to keep PropertyWatch Services Company Limited indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by PropertyWatch Services Company Limited to a third party in settlement of a claim or dispute on the advice of PropertyWatch Services Company Limited's legal advisers) incurred or suffered by PropertyWatch Services Company Limited arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these terms and conditions**

Without prejudice to PropertyWatch Services Company Limited's other rights under these terms and conditions, if you breach these terms and conditions in any way, PropertyWatch Services Company

Limited may take such action as PropertyWatch Services Company Limited deems appropriate to deal with the breach, including suspending your access to the PropertyWatch Mobile App, PropertyWatch WebApp and Website, prohibiting you from accessing the PropertyWatch Mobile App, PropertyWatch WebApp and Website, blocking computers and smart devices using your IP address from accessing the PropertyWatch Mobile App, PropertyWatch WebApp and Website, contacting your internet service provider to request that they block your access to the PropertyWatch Mobile App, PropertyWatch WebApp and Website and/or bringing court proceedings against you.

### **Variation**

PropertyWatch Services Company Limited may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

PropertyWatch Services Company Limited may transfer, sub-contract or otherwise deal with PropertyWatch Services Company Limited's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and PropertyWatch Services Company Limited in relation to your use of PropertyWatch Mobile App, PropertyWatch WebApp and Website, and supersede all previous agreements in respect of your use of the PropertyWatch Mobile App, PropertyWatch WebApp and Website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with the laws of Ghana, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts in the Republic of Ghana.

**PROPERTYWATCH SERVICES COMPANY LIMITED IS A TRADING STYLE OF A CONSORTIUM OF COMPANIES.**

**REGISTERED OFFICE: CBS-G HOUSE, 5 NII Adjei Okpong II link, Adjiriganor, Accra, Ghana**

**We are an information and document supplier only, we do not process applications. All applications must be sent direct to the Ghana Land Commission via their online portal which is reachable via <https://onlineservices.lc.gov.gh/>**