

Severn Trent Retail and Utility Services Limited
Severn Trent Searches
Terms and Conditions of Monthly Credit Facility and Discount Scheme

1. Definitions

In these terms and conditions the following definitions shall, except where the context otherwise requires, have the following meanings:

“Customer” means the company, person or firm which has a monthly credit facility with STRUS created in accordance with Clause 3 below and has agreed to purchase Services from STRUS in accordance with these terms and conditions,
“Monthly Invoice” means the invoice sent to the client in accordance with Clause 4.1 below,
“Services” means the provision of any reports, data, information and other services,
“STRUS” means Severn Trent Retail and Utility Services Limited.

2. Status of Terms and Variations

- 2.1. These terms and conditions are supplemental to the standard terms and conditions upon which the supply of the Services is carried out.
- 2.2. The payment for the supply of the Services to the Customer shall be subject to these terms and conditions which shall supersede any other conditions in any document or other communication used or issued by the Customer in relation to any Services.
- 2.3. No variation to these terms and conditions is effective unless and until STRUS expressly agrees in writing.

3. Opening an Account

- 3.1. The Customer will supply to STRUS a signed and completed standard information request form as provided by STRUS or provide all details requested during the internet application procedure and a signed copy of these terms and conditions.
- 3.2. The granting of a monthly credit account is at the entire discretion of STRUS.

4. Charging Procedure and Payment

- 4.1. After the end of each calendar month in which the Services have been provided by STRUS, STRUS will issue to the Customer a statement with details of all reports dispatched in the previous calendar month and an invoice showing the total amount outstanding and now due.
- 4.2. The Monthly Invoice will show any adjustment due for discount as a consolidated deduction from the total
- 4.3. The Customer will settle its account with STRUS by paying the amount stated as due in the Monthly Invoice within 14 days of the date of the invoice.
- 4.4. Payment shall be made by BAC's transfer only, unless agreed otherwise
- 4.5. A request for services will not be cancelled for charging purposes once the request has been recorded on STRUS systems or processing has otherwise commenced

- 4.6. If the Customer attempts to purchase a Report where the price is not stated on the STRUS website or is listed as "zero pounds price on application" on the STRUS website STRUS shall contact the Customer to confirm the actual price following which the Customer shall decide whether they wish to proceed with the transaction and notify STRUS accordingly. STRUS' s acceptance of the Customer's order will bring into existence a legally binding contract

5. Failure to pay

- 5.1. In the event that the Customer does not settle its outstanding account in accordance with Clause 4.3 or Clause 6.3 then STRUS shall be entitled to charge interest on the amount outstanding at 5% above the base rate from time to time of the Bank of England and/or at its discretion withdraw the monthly account facility and any associated discount.
- 5.2. No waiver by STRUS of its rights under Clause 5.1 is a permanent variation of these terms and conditions and shall not be treated as such

6. Closing an Account

- 6.1. The Customer may close the monthly account facility at any time by notice in writing to STRUS
- 6.2. STRUS may withdraw the account facility immediately in accordance with Clause 5.1 or in any event by 28 days prior notice to the Customer.
- 6.3. On termination of the account howsoever arising STRUS will produce a final statement and invoice. All outstanding balances due on the final invoice must be paid within 7 days of the final invoice date.

7. Notices

- 7.1. Notices to be given by the Customer to STRUS in accordance with these terms and conditions should be made in writing to: Severn Trent Searches, PO Box 10155, Nottingham , NG1 9HQ or other such address as may be notified to the Customer by STRUS from time to time in accordance with Clause 7
- 7.2. Notices to be given by STRUS to the Customer in accordance with these terms and conditions will be made in writing to the address notified by the Customer to STRUS in accordance with Clause 3.1 or other such address notified by the Customer to STRUS in accordance with this Clause 7.
- 7.3. A notice sent by first class post in accordance with this clause is deemed to have been received 48 hours after posting.

8. Variation of Terms

- 8.1. STRUS has the right to change any of these terms and conditions on giving not less than 14 days notice to the Customer

9. Law and Jurisdiction

- 9.1. These terms and conditions are subject to English Law and the exclusive jurisdiction of the English Courts

I agree to accept these terms and conditions of a monthly credit account with Severn Trent Retail and Utility Services Limited. I am authorised to accept these terms and conditions on behalf of my firm or company (if applicable).

Signed.....Date.....

Print Name.....Position in firm or company.....

Name and address of firm or company.....

Please return this completed document to: Severn Trent Searches, PO Box 10155, Nottingham, NG1 9HQ or DX 723860 Nottingham 43.
Severn Trent Searches is a trading name of Severn Trent Retail and Utility Services Ltd. Registered in England and Wales no. 2562471. Registered office 2 St John's Street, Coventry CV1 2LZ.