These Terms govern the basis on which the Report is supplied and the basis upon which the Customer and the Client have relied upon the Report.

Definitions

Apparatus means the sewers, disposal mains or lateral drains, water mains, resource mains or discharge pipes and any other apparatus which a third party undertaker holds statutory responsibility under the Water Industry Act 1991 shown on the map attached to the Report;

Client means the person who is the intended recipient of the Report with an actual or potential interest in the Property;

Company means Severn Trent Property Solutions, the company producing the Report;

Report means the drainage and/or water report prepared by the Company in respect of the Property. Partner Undertakers means Severn Trent Water Ltd, Hafren Dyfrdwy Ltd and South Staffordshire Water Plc;

Order means any request completed by the Customer requesting the Report in accordance with the Terms;

Third Party Undertakers means the Undertakers and/or the Third Party Undertaker’s ownership as a direct result of the ‘The Water Industry Act 1991’ and which are not shown on the map attached to the Report;

Undertaker means the Company and/or the Partner Undertakers;

‘Terms’ means these Commercial Extra Drainage and Water Search Terms and Conditions;

Third Party Information means all information which the Company does not hold statutory responsibility for and which is not shown on the map attached to the Report;

Third Party Undertakers means the Undertakers and/or the Third Party Undertaker’s ownership as a direct result of the ‘The Water Industry Act 1991’ and which are not shown on the map attached to the Report;

Appendix 3, COMMERCIAL EXTRA DRAINAGE AND WATER SEARCH TERMS & CONDITIONS

1. Agreement

1.1 The Customer agrees to supply the Report to the Customer and, if applicable, the Client, the Company shall provide the Report to the Client, subject to these Terms to the exclusion of all other terms and conditions including any terms and conditions which the Customer and/or Client purports to apply under any Order, confirmation of Order or any other document. The scope and limitations of the Report are described in paragraph 2 of these Terms.

1.2 When the Client orders a Report, the Client shall ensure that these Terms are brought to the attention of the Client on or prior to the Client placing the Order and that the Terms are provided with any copy of the Report provided by the Customer to the Client. The Client is responsible for making sure that the Client is aware of the limitations and exclusions that are contained in these Terms and must draw the Client’s attention to any disclaimers set out in the Report.

1.3 The Client agrees that the placing of an Order for a Report indicates its acceptance of these Terms.

1.4 Where the Customer is placing an Order on behalf of a Client, it warrants and represents to the Company that it is authorised to accept these Terms on behalf of the Client and to bind the Client to these Terms.

2. The Report

2.1 This report should only be used for individual property transactions where the intended use of the property is:

2.1.1 not as a single, residential, domestic property or

2.1.2 not land or buildings being, or to be developed as a single, residential, domestic property.

2.2 The Report is produced solely for use by the Client for the intended purpose of the Report (the “Purpose”). The Purpose is the identification of the location and connection of existing drainage (save that which is identified in clause 2.3.7) and/or water services at the Property in relation to the individual commercial or private property transaction in respect of the Property at the date stated in the Report.

2.3 The Company shall not be liable to the Client for any failure to provide or delay in providing the Report to the extent that such failure or delay is due to a event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of any existing drainage or water services at the Property at the date stated in the Report or by any failure or default of a supplier or sub-contractor of the Company or any provider of any third party information except to the extent that such failure or delay is caused by the negligence of the Company.

2.4 Where the Customer sells this Report to a Client under its own name or as a resale of the Company (other than in the case of a bona fide legal adviser charging the cost of the Report as a disbursement) the Company shall not in any circumstances (whether breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) be liable to the Customer for any loss (whether direct, indirect or consequential loss (all of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill and/or bad will) or damage whatever caused in respect of the Report and of the disbursements (if any) or reliance placed upon it and the Company shall indemnify and keep indemnified the Company in respect of any claim by the Client that the Company may incur or suffer.

2.5 Where the Property falls within a geographical area where two or more different Undertakers provide water and sewerage services, the Company shall use extracts from reports provided by third Party Undertakers in respect of the part of the Property that falls within the provision of services by Third Party Undertakers and such screening as is specifically for the Company ("Third Party Information"). Liability for accuracy of the Third Party Information used for the purpose of the Report shall remain with that third party provider. The Customer is responsible for making sure that the Customer is aware of the limitations and exclusions that are contained in these Terms and must draw the Customer’s attention to any disclaimers set out in the Report.

3. Access to the Report

3.1 Where necessary, the Company shall provide the Report to the Customer and, where the Customer is acting as a consumer, to the Consumer, in accordance with these Terms and in accordance with any Order completed by the Customer in accordance with the Terms.

3.2 Where the Customer is acting as a consumer, they shall ensure that the Customer is aware of the limitations and exclusions that are contained in these Terms and must draw the Customer’s attention to any disclaimers set out in the Report.

3.3 The Company reserves the right to make changes to these Terms and to the Report in accordance with these Terms and in accordance with any Order completed by the Customer in accordance with the Terms. The Company is not responsible for the Customer for any loss which may incur which was not foreseen or not reasonably foreseeable by the Company in respect of these Terms, including where the Consumer and the Company could not have contemplated those losses before or when the parties entered into these Terms. The Company’s liability to the Consumer shall not in any circumstances include any business losses that it may incur, including but not limited to lost data, lost profits or business interruption.

4. Copyright and Confidentiality

4.1 The Customer acknowledges and where the Company is not the Customer, the Company shall procure that the Client acknowledges that the Report is confidential to the Customer and the Client and may only be used by the Customer and/or the Client for the Purpose and the proper performance of these Terms.

4.2 The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights in the Report or any transactions licensed or granted to the Customer or the Client except to the extent expressly provided in these Terms. The maps contained in the Report are reproduced by Crown Copyright and must not be used for any purpose not anticipated by these Terms.

4.3 The Customer and the Client are entitled to make copies of the Report for the Purpose but may only copy Ordnance Survey mapping or data contained in or attached to the Report if it has an appropriate licence from the originating source of that mapping or data.

4.4 The Customer agrees and where the Customer is not the Client, the Client shall procure that the Customer agrees and where the Client is not the Customer, the Client shall procure that the Consumer agrees to indemnify the Company against any losses, costs, claims and damages suffered by the Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

4.6 The obligation to procure the compliance of the Client to the obligations set out in this paragraph 4 and in paragraph 6.5 shall not apply to Customers who are bona fide legal advisers charging the cost of the Report to the Client as a disbursement.

5. Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Report specified by the Company without delay, set off, deduction or claim. Unless the Customer or Client has an account with the Company for payment for Reports, the Company must receive payment for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

5.2 Where the Property consists of a site with four or more separate metered or un-metered water supply systems, additional fees may be charged as notified by the Customer to the Company.

5.6 General

6.1 If any provision of these Terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these Terms to the extent that it is invalid or unenforceable. No other provision of these Terms shall be affected.

6.2 If the Company by the Company or the Client makes any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Company or the Client.

6.3 These Terms shall be governed by English Law and all parties submit to the exclusive jurisdiction of the English courts.

6.4 Nothing in these Terms shall in any way restrict the Customer or Client’s statutory or any other rights of access to the information contained in the Report.

6.5 The Company and the Customer agree that where the Customer is not the Client, the Company shall procure that the Client agrees that these Terms contain all the terms which the Company and the Customer and/or the Client have agreed in relation to the subject matter of these Terms and supersede any prior written or oral agreements, representations or understandings between them in relation to such subject matter. Nothing in this paragraph 6.5 will exclude any liability which one or more parties would otherwise have to another in respect of any negligent, fraudulent, or negligent default.

6.6 The Company may assign, delegate, licence, hold on trust or sub-contract all or any part of its rights and obligations under these Terms.

Severn Trent Searches is a trading name of Severn Trent Property Solutions. Registered in England and Wales no.2652471 Registered office, Severn Trent Centre, 2 St John’s Street, Coventry, CV1.