Appendix 3

COMMERCIAL STANDARD DRAINAGE AND WATER SEARCH TERMS & CONDITIONS

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, waste mains, resource mains or drainage pipes and conduits, directions for which an 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.

‘Customer’ means the person placing the Order, either on its own behalf as Client, or, as an agent for or on behalf of a Client.

‘Order’ means any request completed by the Customer requesting the Report in accordance with the Company’s order procedures.

‘Report’ means the drainage and/or water report prepared by the Company in respect of the Property.

‘Partner Undertakers’ means Severn Trent Water Ltd, Halfway Dyffryn Ltd or South Staffordshire Water plc.

‘Person’ means any individual, firm, body corporate, unincorporated association or partnership.

‘Property’ means the address or location supplied by the Customer in the Order which satisfies one or more of the conditions prescribed in these Terms and conditions and the携带性 to the Customer in the Order which satisfies one or more of the conditions required in this agreement.

‘Third Party Undertaker’ means any Undertaker other than a Partner Undertaker.

‘Undertakes’ means a Sewerage and/or Water Undertake (both as defined in the Water Industry Act 1991) providing water and sewerage services.

Agreement

1. The Company agrees to supply the Report to the Customer and, if applicable, the Client to 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 Company and/or Client purport 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.

1.1 The Customer should ensure that these Terms are brought to the attention of the Customer and/or Client prior to placing the Order and that the Terms are provided with any copy of the Report provided by the Customer to the Client. The Customer is responsible for making the Customer aware of any matter for which it may incur or suffer.

1.2.1 The information contained in the Report is dependent upon the accuracy of the information contained in the Report. The information contained in the Report details only the location and connection of existing drainage and/or water services at the Property at the date stated in the Report; the information contained in the Report is subject to the Third Party Undertaker’s terms and conditions of supply of such reports. The Company gives no warranty as to the accuracy of the Third Party Information used for the purpose of the Report or any use of the Report or reliance placed upon it and the Customer shall indemnify and keep indemnified the Company in respect of any claim by the Client that the Company may incur or suffer.

1.2.2 The Company does not exclude its liability (if any) to the Customer and/or the Client for any Third Party Information.

1.3.3 Liability for accuracy of the Third Party Information used for the purpose of the Report will remain with that Third Party Undertaker and is subject to the Third Party Undertaker’s terms and conditions of supply. The Company gives no warranty as to the correctness, accuracy or completeness of the Third Party Information and provided that the Company reproduces the Third Party Information in the Report correctly, the Company excludes all liability whether or not in negligence or any other tort, sub-contractor or for any matter for which it would be illegal for the Company to exclude or to attempt to exclude liability.

1.4 The Customer and/or Client and/or any user of the Report for any purpose other than the Purpose; the Customer except to the extent expressly provided in these Terms. The maps contained in the Report may not be reproduced in any way as a result of the Company breaching these Terms, including if the Customer and the Client could not have contemplated those losses before or when the parties entered into these Terms. The Company’s liability to the Customer 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.

Copyright and Confidentiality

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

4.2 The Company and the Client agree to make copies of the Report for the Purpose but may not copy Ordnance Survey mapping or data contained in or attached to the Report if it has an intellectual property or copyright notice or other property marking which appears on the Report. The Customer except to the extent expressly provided in these Terms. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose not anticipated by the Report.

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 intellectual property or copyright notice or other property marking which appears on the Report.

4.4 The Customer agrees and where the Customer is not the Client, the Client shall procure that the Client agrees, (in respect of both the original and any copies made) to respect and not to alter any of the terms, copyright notice or other marking which appears on the Report. The Customer agrees, (in respect of both the original and any copies made) to respect and not to alter any of the terms, copyright notice or other marking which appears on the Report.

4.5 The Customer agrees and where the Customer is not the Client, the Client shall procure that the Customer agrees to indemnify the Company and/or the Client for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, business interruption, and like loss)) or damage whatsoever caused in respect of the Report or any use of the Report or reliance placed upon it and the Customer shall indemnify and keep indemnified the Company in respect of any claim by the Client that the Company may incur or suffer.

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

Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Company shall pay the price of the Reports specified by the Company except for any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment for Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be net 30 days. The Company reserves the right to charge interest on overdue amounts at a rate not exceeding 8% per annum, or the maximum rate permitted by law, at the Company’s discretion.

5.2 Where the Property has two or more separate metered or un-metered water supplies, additional fees may be charged as notified by the Company to the Customer.

5.3 General

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

5.2 Any failure by the Company to enforce any breach of the Terms shall not be deemed to be a waiver of any future breach of the Terms by the Company or Client.

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

Additional provisions

7.1 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.

7.2 The Customer and the Company agree and the Customer is not the Client, the Company shall procure that the Client agrees to indemnify the Company and/or the Client for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, business interruption, and like loss)) however caused arising out of or in connection with these Terms and/or the provision of the Report.

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