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 associated infrastructure 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 including their mortgage lender.

"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 a reseller to a Company.

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

"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 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 that are contained in these Terms and must draw the Client’s attention to any disclaimers set out in paragraph 2.1.

"Purpose" shall have the meaning set out in paragraph 2.2.

Terms etc.

"Third Party Undertaker" means any Undertaker other than a Partner Undertaker.

"Undertaker" means a Sewerage and/or Water Undertaker (both as defined in the Water Industry Act) providing water and sewerage services.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and, if applicable, the Client 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 information described in these Terms are stated in the Report.

1.2 Where the Customer is not the Client, then the Customer shall ensure that these Terms are brought to the attention of the Client on or prior to the Customer placing the Order and that the Customer is provided with a copy of the Report provided to the Customer by the Client.

1.3 The Company 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.

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

1.5 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 (unless it is for a Residential MultiSite CON29DW Drainage & Water Enquiry) should only be used where the Property, which is the subject of the Report, is:

2.1.1 a single, residential, domestic property;

2.1.2 and/or building(s) described as a single, residential, domestic property.

2.1.3. not for carrying out any trade, business or commercial activities.

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 systems (save that which is identified in clause 2.3.7) and any water services at the Property in relation to the individual domestic property transaction in respect of the Property which is in the contemplation of the Client at the time of ordering the Report the Company shall not be liable in any circumstances in connection with the Report if it is used for any other purpose.

2.3 Whilst the Company will use its reasonable skill and care in producing the Report, it is provided to the Customer on the basis that the Customer and the Client acknowledge and agree to the following:

2.3.1 the information contained in the Report details only the location and connection of existing drainage systems and/or water services at the Property at the date stated in the Report;

2.3.2 the Company’s obligation in respect of the Report is to correctly reproduce and compile the information provided by the Partner Undertakers and any Third Party Information (in accordance with paragraph 3.3).

2.3.3 The Company does not give details about the actual state or condition of the Property or the existing drainage and/or water services nor should it be used or taken to indicate actual suitability or unsuitability of the Property for a particular purpose, suitability for purchase, or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained if the Customer or the Client requires it;

2.3.4 the information contained in the Report is dependent upon the accuracy of the information supplied by the Customer or Client including, but not limited to the address of the Property and any plan of the Property;

2.3.5 the statements in the Report marked as “Guidance Notes” are intended to be general statements and advice in addition to the report on the Property. The Company cannot ensure that any such guidance notes are accurate, complete or valid and accepts no liability for any such general statements and advice provided; and

2.3.6 the position and depth of any Apparatus shown on any maps attached to the Report is approximate, and is intended as a general guide only and no warranty as to its correctness is given or implied and the Customer and/or Client shall have no liability for any inaccuracy in respect of the position of the Apparatus shown on any map. The exact positions and depths should be obtained by excavation that holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of the Apparatus.

2.3.7 subject to the terms of this agreement, the Company is not liable to the Customer or the Client where the report does not provide details about the private sewers, drains, lateral drains, pumping stations and any associated apparatus that have transferred into the Undertaker under Partnership Undertaker’s and/or the Third Party Undertaker’s ownership as a direct result of the "Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011" and which are not shown on the provided map at the point at which the search was completed.

2.4 The Client and/or Customer shall notify the Company as soon as practicable if it becomes aware of any defect or inaccuracy in the Report.

3. Limitation of Liability

3.1 The Company does not exclude its liability (if any) to the Customer and/or Client:

3.1.1 for personal injury or death resulting from the Company’s negligence;

3.1.2 for any matter caused for the Company to exclude or to attempt to exclude its liability;

3.1.3 for fraud or fraudulent misrepresentation;

3.1.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; or

3.1.5 arising under Section 2(3) Consumer Protection Act 1987.

3.2 In addition to paragraph 3.1, the Company accepts no responsibility and excludes its liability (whether for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise at all) for:

3.2.1 any inaccuracy or error in the Report based on incomplete or inaccurate information supplied by the Customer and/or the Client;

3.2.2 any use of the Report by the Customer for any purpose other than the Purpose;

3.2.3 any inaccuracy or error in the Report due to the Company's negligence or any other tort, under statute or statutory duty, restitution or otherwise at all to be liable to the Customer for any loss (whether direct, indirect or consequential loss (all three of which terms include without limitation, pure economic loss, loss of profit, loss of business, depletion of goodwill 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.

3.5 Where the Property falls within a geographical area where two or more different Undertakers provide water and sewerage services, the Company shall extract use from reports provided by Third Party Undertakers in respect of the part of the Property that falls within the provision of services by a Third Party Undertaker and provide a Report to the Customer which is produced solely for use by the Customer on the Property provided by the Third Party Undertaker ("Third Party Information"). 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 Undertakers’ terms and conditions of supply of such reports. 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 for breach of contract, negligence or any other tort, under statute or statutory duty, restitution or otherwise) for any Third Party Information, subject to clause 3.1 and 3.2.

4. 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 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 are transferred or licensed to the Customer or the Client except to the extent expressly provided in 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 Customer shall procure that the Client agrees, (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.5 The enquiries contained in the Report are protected by copyright owned by the Law Society of 131 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Purpose.

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

5. Payment

5.1 Unless otherwise stated all prices are inclusive of VAT. The Company shall pay the price of the Report specified by the Company, without any set off, deduction or circumstance. 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 as agreed with the Company.

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 Any failure by the Company to enforce any breach of the Terms shall not be a waiver of any of the Terms by the Company or 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 and where the Customer is not the Client, the Company shall procure that the Customer agrees, that these Terms are between the Company and the Customer and the Company and the Customer have agreed in relation to the subject matter of these Terms and supersede any prior written or oral agreements, representations or understandings between any of them. Nothing in this paragraph 6.5 will exclude any liability which one party would otherwise have to another party in respect of any statements made fraudulently.

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. The Customer/Client is not permitted to assign all or any part of its rights and obligations under these Terms and/or under the Report.

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