3.8 If the Customer cancels their Order other than in accordance with this clause they may be liable for the payment of certain fees which are recoverable as detailed in the cancellation policy at: www.severntrentsearches.com.

4. Limitation of Liability
4.1 The Company does not exclude its liability (if any) to the Customer and/or the Client:
4.1.1 for personal injury or death resulting from the Company’s negligence;
4.1.2 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability;
4.1.3 for fraud or fraudulent misrepresentation;
4.1.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; or
4.1.5 arising under Section 2(3) Consumer Protection Act 1987.
4.2 Subject to paragraph 4.1 the Company accepts no responsibility for and excludes its liability (whether for breach of contract, negligence or any other tort, under statute or statutory, restitution or otherwise at all) for:
4.2.1 any inaccuracy or error in the Report based on incomplete or inaccurate information supplied by the Customer and/or the Client;
4.2.2 any use of the Report by the Customer for any purpose other than the Purpose;
4.2.3 any change in the location and connection of existing drainage and/or water services at the Property after the date stated in the Report.
4.3 The Company shall not be in breach of these Terms or otherwise liable to the Customer and/or the Client or for any failure to perform any of its obligations under these Terms if such failure is due to an event or circumstance beyond the reasonable control of the Company including but not limited to any delay, failure of or defect in any machine, processing system or transmission link or 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.

5. Intellectual Property Rights
5.1 The Customer acknowledges that the Report they receive is confidential and is intended for (a) their own internal or personal purposes and/or (b) where they are trading as a business, the personal use of the Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.
5.2 The Company grants the Customer a non-exclusive and non-transferable licence:
5.2.1 to make copies of the Reports (except the Map) for their own internal purposes;
5.2.2 to reproduce the Reports (other than the Map) into any written advice they provide in the normal course of their business and/or to disclose the Reports, where they are trading as a business, in the normal course of their business to:
5.2.2.1 the Client;
5.2.2.2 anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates and/or their professional advisers.
5.3 The Customer must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.
5.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by the Company and/or its licensors.
5.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither the Customer nor anyone to whom it provides the Report may reproduce the Maps without paying for a separate licence from Ordnance Survey.
5.6 No intellectual or other property rights are transferred or licensed to the Customer or where they are trading as a business to the Client or any other person except to the extent set out in these terms.
5.7 The Customer agrees to compensate the Company against any losses, costs, claims, damages and expenses which it incurs and/or is made liable to pay as a result of any intellectual property or other rights or obligations set out in any of the Terms by the Customer, or where the Customer is trading as a business to the Client or any party to whom it provides a copy of the Report.
5.8 The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose other than the content of the Report.
5.9 The obligation to procure the compliance of the Client to the obligations set out in this paragraph 5 and in paragraph 7.5 shall not apply to customers who are bona fide legal advisers replacing the cost of the Report to the Client as a disbursement.

6. Payment
6.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Report specified by the Company, without any set off, deduction or, 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.

7. General
7.1 If any provision of these Terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of the terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
7.2 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 Customer or Client.
7.3 These Terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
7.4 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.
7.5 The Company and the Customer agree and where the Customer is not the Client, the Customer shall procure that the Client agrees that these Terms contain all the terms which the Company and the Customer/Client 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 in relation to such subject matter. Nothing in this paragraph 7.5 will exclude any liability which one party would otherwise have to another party in any other circumstances; any statement made fraudulently.
7.6 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.

Customer Complaints procedure: The Company offers a robust complaints procedure which can be found on our website www.severntrentsearches.com. If a complainant has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales, you may refer your complaint for consideration under The Pembrooke Tidelands Scheme (TP04). You can obtain further information by visiting www.tps.co.uk or email admin@tpos.co.uk.

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