

Residential CON29DW

CON29DW DRAINAGE AND WATER ENQUIRY (DOMESTIC) TERMS AND 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, 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 Client.

'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 one or more of the requirements set out in paragraph 2.1.

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

'Terms' means these CON29DW Drainage and Water Enquiry (DOMESTIC) Terms and Conditions.

'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 1991) providing water and sewerage services.

1. Agreement

1.1 The Company agrees to supply the Report to the Customer and, if applicable, the Customer 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 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 Terms are provided with any copy of the Report provided by the Customer to the Client. The Customer 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 Customer 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 where the Property, which is the subject of the Report, is:

- **2.1.1** a single, residential, domestic property
- **2.1.2** land or buildings being or to be developed 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 and/or 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 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;
- **2.3.3** the Report 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 any particular purpose, or relied upon for determining saleability 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;
- **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 such general statements and advice provided; and
- **2.3.6** Without prejudice to all other Terms, the Company accepts responsibility for the inaccuracy of location, or missing apparatus contained in the Maps within the Report that arise as a result of negligence.
- **2.3.7** Notwithstanding clause 2.3.6, for the purposes of this Report, the Company will not seek to rely on any statements and/or disclaimer shown on any Maps which limits liability in relation to the accuracy and/or location of apparatus.

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

2.5 In Providing you with this Report, the Company will comply with the Drainage & Water Searches Network (DWSN) Standards.

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3. Cancellation rights

As a consumer

3.1 Where the Customer is an individual consumer (and not acting for purposes wholly or mainly relating to their trade, business, craft or profession), they have specific legal rights relating to cancellation of any Order they may place. They may cancel an Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period").

3.2 To exercise the right to cancel, they must tell the Company of their decision to cancel this contract by a clear statement.

3.3 Where they are ordering a Report as a consumer, due to their cancellation rights, The Company will not process the Order or provide the Report to them before the end of the Cancellation Period unless they provide their express consent and they acknowledge that they will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.

3.4 In addition to these rights, where the Company is able to, they will cancel any Order in accordance with their cancellation policy, which can be found on:

www.severntrentsearches.com

As a Business

3.5 The Cancellation Period does not apply to the Order if the Customer is placing the Order wholly or mainly for purposes relating to their trade, business, craft or profession.

3.6 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 duty, 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 for any failure to provide or delay in providing the Report to the extent that such failure or delay 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:

- to make copies of the Reports (except the Map) for their own internal purposes;
- to incorporate the Reports (other than the Map) into any written advice they provide in the normal course of their business; and
- to disclose the Reports, where they are trading as a business, in the normal course of their business to:
 - the Client; and or
 - anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and 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/or expenses which it incurs and/or suffers as a result of any breach of any intellectual property 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 outside the context 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 recharging 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 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 as agreed with the Company.

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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 these 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 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.

7.4 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 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 any of them in relation to such subject matter. Nothing in this paragraph 7.4 will exclude any liability which one party would otherwise have to another party in respect of any statements made fraudulently.

7.5 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 in Appendix 5 and on our website:

www.severntrentsearches.com

If your complaint 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 Property Ombudsman Scheme (TPOs).

The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience.

You can obtain further information by visiting www.tpos.co.uk or emailing admin@tpos.co.uk.

Severn Trent Searches is a trading name of Severn Trent Property Solutions. Registered in England and Wales no. 08181033

Registered office

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