

# Commercial Drainage & Water Search Terms and Conditions

Customer and Clients are asked to note these terms, which govern the basis on which this Commercial Drainage & Water search is supplied

## Definitions

'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

'Company' means a water service company or their data service provider producing the Report.

'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

'Order' means any request completed by the Customer requesting the Report.

'Property' means the address or location supplied by the Customer in the Order.

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

'Thames Water' means Thames Water Utilities Limited registered in England and Wales under number 2366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berks, RG1 8DB;

## Agreement

1 Thames Water agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client. The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

## The Report

2. Whilst Thames Water will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so Thames Water cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy, completeness and legibility of the address and other information supplied by the Customer or Client.

2.4 The Report provides information as to the location and connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and Thames Water cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of apparatus shown on any maps.

## Liability

3 Thames Water shall not be liable to the Client for any failure, defect or non-performance of its obligations arising from any failure of, or defect in any machine, processing system or transmission link or anything beyond Thames Water's reasonable control or the acts or omissions of any party for whom Thames Water are not responsible.

3.1 Where the Customer sells this report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) Thames Water shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss or damage whatsoever and the Customer shall indemnify Thames Water in respect of any claim by the Client.

3.2 Where a report is requested for an address falling within a geographical area where Thames Water and another Company separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by Thames Water or the Company as the case may be will remain with Thames Water or the Company as the case may be in respect of the accuracy of the information supplied. Where Thames Water is supplying information which has been provided to it by another Company for the purposes outlined in this agreement Thames Water will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.3 Except in respect of death or personal injury caused by negligence, or as expressly provided in these Terms:

3.3.1 The entire liability of Thames Water or the Company as the case may be in respect of all causes of action arising under or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall not exceed £2,000,000 (two million pounds); and

3.3.2 Thames Water shall not in any circumstances (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) be liable for any loss of profit, loss of goodwill, loss of reputation, loss of business or any indirect, special or consequential loss, damage or other claims, costs or expenses;

## Copyright and Confidentiality

4. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of Thames Water or the Company as the case may be. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided

4.1 The Customer or Client is entitled to make copies of the Report but is not permitted to copy any maps contained in, or attached to the Report

4.2 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.3 The Customer and Client agree (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.

4.4 The Customer and the Client agree to indemnify Thames Water or the Company as the case may be against any losses, costs, claims and damage suffered by Thames Water or the Company as the case may be as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.3 inclusive.

## Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by Thames Water, without any set off, deduction or counterclaim.

5.1 Unless payment has been received in advance, Customers shall be invoiced for the agreed fee once their request has been processed. Any such invoice must be paid within 14 days. Where the Customer has an account with Thames Water, payment terms will be as agreed with Thames Water.

5.2 No payment shall be deemed to have been received until Thames Water has received cleared funds.

5.3 If the Customer fails to pay Thames Water any sum due Thames Water shall be entitled but not obliged to charge the Customer interest on the sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Natwest Bank, accruing on a daily basis until payment is made. Thames Water reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5.4 Thames Water reserves the right to increase fees on reasonable prior written notice at any time.

## Cancellations or Alterations

6. Once an Order is placed, Thames Water shall not be under any obligation to accept any request to cancel that Order and payment for the Order shall still be due upon completion of the Report. In cases where an error has been made in the original Order (e.g. the Customer has supplied an incorrect address), the Customer will need to place a second Order, detailing the correct information, and shall be liable to pay a second charge in accordance with clause 5 above.

## Delivery

7. On receiving your order the reports will be posted to you within 10 working days from receipt.

7.1 Delivery is subject to local post conditions and regulations. All items should arrive within 12 working days, but Thames Water cannot be held responsible should delays be caused by local post conditions, postal strikes or other causes beyond the control of Thames Water.

## General

8. 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.

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

8.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

**These Terms & Conditions are available in larger print for those with impaired vision.**