

# CHANCEL LIABILITY SERVICES LIMITED'S TERMS AND CONDITIONS

## Definitions

"Account" means the account with credit limit established by a Customer with the Company.

"Agreement" means the agreement between Ourselves created by Your acceptance of these Terms.

"Approved Users" means individuals appointed by Customers to transact across the Customer's Account.

"Reseller" means a reseller of the Company whom the Company has duly appointed to resell its Products and Services.

"ChancelCheck™" means an online screening product to identify locations of potential liability with regard to Chancel Repair liability.

"Client" means the individual or organization to whom You provide professional services as an agent and/or Your professional advisors where applicable.

"Content" means any computing and information services and software or data and any other content and documentation or support materials and updates included in and/or supplied by or through the Site, in Products or in any other way by the Company and shall include the Company developed and Third Party Content.

"Customer" means the person, firm or organisation who establishes and/or uses the Account.

"Intellectual Property Rights" means all forms of protective rights or intellectual property or recognised in law.

"Order" means the request for Services from the Company by You.

"Product" means any information that the Company supplies to You including all reports, certificates services, datasets, software or information contained in them.

"Property Site" means a land site on which a Customer requests the Company provide either a Product or any other Service.

References to "We", "Us" and "Our" are references to the Company Limited ("the Company").

References to "You/Your/Yourself" refer to the contracting party who places an Order with the Company Limited and for whom the Services are to be provided by the Company.

"Services" means the provision of any service by the Company pursuant to these Terms which at the sole discretion of the Company, may be time limited, for the purposes of evaluation only, offer reduced functionality, offer limited access to the Content, or be free of charge including but not limited to the report (s), data, information or other services undertaken by the Company.

"Site" means the Company's website, www.csl.co.uk and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

"The Company" means Chancel Liability Services Limited whose administrative office is PO Box 69, Tenterden, Kent TN30 9AB.

"The Company's Fees" means any charges levied by the Company for Services provided to You as set out on the Site or as varied from time to time and notified to You;

"Suppliers" means any organisation who provides data or information of any form to the Company.

"Terms" means these Terms & Conditions.

"Third Party Content" means the data, services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

## 1. Terms & Conditions

a. These Terms govern the relationship between You and the Company whether You are a registered Customer purchasing products or Services from the Company or an unregistered visitor to the Site.

b. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, set up an Account or pay the Company for any Services provided or Products ordered.

c. The Company reserves the right to refuse to supply Services to You or any other potential client without notice or reason.

d. To receive Services from the Company You have to set up an Account. Once You have opened an Account You will be able to set up Approved Users and You will be able to purchase Services.

e. We can modify these Terms, and can discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice. Any amendment or variation to these Terms shall be posted on our Site. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

f. If the person who sets up an account with the Company is an agent, they must ensure their principal agrees to these Terms.

## 2. Intellectual Property Rights

a. You acknowledge that all Intellectual Property Rights in the Product and Services are and shall remain owned by either the Company or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

b. We confirm that We have used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe any third party rights of any kind.

c. The limitations of the Company's liability as set out in Clause 7.1 shall apply.

d. You agree that You will not, and You will take all reasonable steps to ensure that Your employees, agents or contractors who may from time to time have access to the Services will not, except as permitted herein or by separate agreement with the Company:-

(i) Effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or

(ii) Copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Products, Content or Web site; or

(iii) Remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.

e. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.

f. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.

g. You hereby agree to fully indemnify the Company against any claim losses or other damages suffered by the Company as a result any breach by any recipient of the Services of these Terms.

h. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Products are confidential to You and Your Client.

## 3. Products

a. You acknowledge that the Content is derived from historical sources and/or information available in public records and/or from Third Party Content suppliers and that in general Third Party Content is supplied to the Company without warranty and the Company does not warrant that the data within either the Third Party Content or the Content provided is comprehensive or accurate.

b. You acknowledge that the Services contain large amounts of information compiled from many different sources for many different purposes to many different standards and it is therefore impossible for the Content to be error free and that while We may identify and correct errors brought to our attention, many errors and omissions will remain and some new errors or omissions may be introduced as a result of our data processing.

c. You accept that Products are only the result of an analysis of a collection of historical database(s) that We have been able to accumulate from public and third party sources whom We trust.

d. The Company reserves the right, without limitation, to change the Products or Services on offer at any time.

e. These Products are available for properties in England and Wales.

## 4. Payment

a. The Company may grant You a credit limit in order to allow You to transact with it and reserves the right to withdraw any such credit limit at any time without

prior notice.

b. You are fully responsible for all charges that accumulate on Your Account

c. In addition to the Company Fees, VAT at the prevailing rate shall be payable. You shall pay any other applicable indirect taxes related to Your use of the Services.

d. An individual invoice will be generated electronically for each Order created subject to these Terms. The Company Fees are payable in full within 14 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of the Company Fees may, at Our sole discretion result in the Company terminating or limiting the use of Your Account and its provision of Services to You.

e. The Company shall be entitled to charge interest on late payments at a rate equal to 8% per annum above the base lending rate of Barclays Bank plc, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended)

f. The Company shall, at its sole discretion, be entitled to increase the Company Fees by giving not less than 30 days' notice to You.

## 5. Termination

a. The Company may terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

(i) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so the Company may remedy the breach and recover the costs thereof from You; or

(ii) You repeatedly breach or commit or cause to be committed any material breach of these Terms; or

(iii) You fail to make any payment due in accordance with Clause 4;

(iv) You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the Your winding up or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets or if You cease or prepare to cease trading.

b. Termination of this Agreement shall not affect Your liability for any and all outstanding charges whether or not invoiced before termination.

c. We may suspend the Agreement between You and the Company for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

d. The Company may terminate this agreement with 30 day's notice in writing if in Our opinion it is no longer appropriate for this Agreement to remain in force between You and the Company.

## 6. Registration

a. To use the Service, You must first complete the registration process on the Site.

b. If You register with the Site on behalf of another individual, firm, company or other person, You must ensure that the other person is aware of and agrees to these Terms, and You warrant that You have done so and are authorised to bind that other person. As part of the registration process, You may designate one or more other individuals who are authorised to use the Service on behalf of that other person. 2.3 In order to access the Service, You will be required to enter the username and password you selected during the registration process.

c. You may change Your password at any time. You are responsible for the security and proper use of all passwords and must take all necessary steps to ensure that all passwords are kept confidential, and are used properly and not disclosed to unauthorised people.

d. You must inform the Company immediately if you have any reason to believe that any passwords have become known to someone not authorised to use it or if any passwords are being or likely to be used in an unauthorised way. The Company will not be liable if passwords are disclosed or used improperly.

e. If the Company has reason to believe that there is likely to be a breach of security or misuse of the Service, the Company may change any or all of Your passwords and notify You accordingly.

f. If you forget any password, You will be given a new password once You contact the Company and satisfy the security checks which the Company operates.

g. You confirm that all the information supplied by You during the registration process is true, complete and accurate in all respects. You agree to notify the Company immediately of any changes to Your registration information. If the Company believes that

You have provided false information or that You have intentionally failed to notify the Company of any changes to this information, the Company reserves the right to terminate Your access to the Service immediately and without notice.

## 7. Warranties & Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 7.

b. Intentionally deleted.

c. Save as precluded by law, the Company shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by the Company or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.

d. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.

e. The Company shall only be liable to You for accidental loss or damage caused by the wilful default of the Company and the Company shall have no liability if the Services are used otherwise than as provided or referred to in these Terms.

f. In any event, and notwithstanding anything contained in these Terms, the Company's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £250,000 if the complaint is in relation to a ChanceCheck™ or product relating to a property and, except in so far as the Company will not be liable for any defect, failure or omission relating to the Services that is not notified to the Company within six months of the date of the issue becoming apparent.

g. You acknowledge that:-

(i) You will not in any way hold us responsible for any selection or retention of, or the acts or omissions of, Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services;

(ii) You shall have no claim or recourse against any Third Party Content supplier or any of our other Suppliers;

(iii) The Company does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although the Company will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;

(iv) The Company's only obligation is to exercise the reasonable skill and care of a business to business company supplying information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;

(v) You should carefully inspect the Property Site, and take any other advice reasonable prior to making any decision about the Property Site to which any Product or Service relates and not rely exclusively on the Product or any other Company Services in terms of valuing the Property Site;

(vi) The Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and that You are solely responsible for the selection or omission of any specific part of the Content;

(vii) There are a large amount of data that could be provided by the Services and the Company does not claim that the Content or the Services are comprehensive with respect to or sufficient for any specific purpose;

(viii) You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Approved Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;

(ix) We offer no warranty for the performance of any linked internet service not operated by Us;

(x) You will on using the Services make a reasonable

inspection of any results to satisfy Yourself that there are no defects or failures in the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

(xi) You indemnify and hold us, our Third Party Content suppliers, our licensors, parents, subsidiaries, affiliates, officers and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out Your use or misuse of the Services, or the Content;

(xii) You must observe and comply with all applicable regulations and legislation;

(xiii) That, without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Web site, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;

(xiv) The information contained in the Sites has been extracted from various Crown Copyright and other published sources, and accordingly, the Company does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in the Site;

h. All liability for any insurance products purchased by You rests solely with the insurer. The Company does not endorse any particular product or insurer and no information contained within either the Site or in any material or Product produced by the Company should be deemed to imply otherwise. You acknowledge that if You Order any such insurance the Company will deem such as Your consent to forward a copy of the Product to the insurers.

i. If the Company provides You with any additional service obtained from a third party, including but not limited to any professional opinion or search carried out in relation to a Product on Your Property Site, the Company will not be liable in any way for any issues arising out of the provision of those additional services to You or Your Client. the Company will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties

## 8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

## 9. Force Majeure

You acknowledge that the Company shall not be liable for any interruption, delay, or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, computer malfunction, inaccurate processing of data, or delays in receiving, corruption of data whilst in the course of conversion, printing, telecommunications failure or overload, , loading or checking data, geo-coding, or processing by computer in the course of electronic communication.

## 10. This Agreement

a. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply except as otherwise agreed in accordance with Clause 1.e.

b. These Terms, together with the prices and delivery details set out on our Site comprise the whole of our agreement relating to the supply of goods to You by the Company. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms or as an authorized representation about the nature or quality of any goods offered for sale by us;

(i) Save for fraud or misrepresentation, the Company shall have no liability for any such representation being untrue or misleading.

## 11. Jurisdiction

The Contract shall be construed in accordance with and governed by the laws of England and Wales. You

irrevocably agree to submit to the non-exclusive jurisdiction of the English Courts, and waive any right to object to that jurisdiction on the grounds that it is an inconvenient forum or otherwise. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of High Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR), by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 30 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the High Court

## 12. General

a. Unless otherwise stated in these Terms, all notices from You to the Company must be in writing and sent to the Company Administrative Office and all notices from Us to You will be displayed on our Site from time to time.

b. The Company may assign its rights under the Contract to any person and upon any such assignment the Company will be relieved of any further obligation under the Contract, but the Contract is personal to You and may not be assigned by You. Nothing in the Contract shall constitute or be deemed to constitute a partnership between the Company and You or create or be deemed to create a relationship of principal and agent between the Company and You. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms save as provided by Clause 2.b. Your right to use the Services, operate Your Account or to designate users is not transferable.

c. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

d. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

e. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999, to enforce any terms of such contract and the Company shall not be liable to any such third party in respect of any Services supplied.

f. Headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

g. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.