

Jordans Limited
Conveyancing Support Services Terms and Conditions

1. Interpretation and definitions

1.1. In these Terms and Conditions "we", "our" or "us" means Jordans Limited, whose registered office is at 21 St Thomas Street, Bristol BS1 6JS and "you" and "your" means the Customer. These Terms and Conditions apply to any Search Reports supplied by us.

1.2. In these Terms and Conditions, the following words and expressions have the following meanings:

"Additional Terms" additional terms and conditions which are imposed by a Data Provider in relation to certain Search Reports, including but not limited to those listed in sub-clause 4.1;

"Benefiting Third Party" - (a) your client for whom the Search Request was made, (b) any person who has taken any interest in the Search Property (including any person acting as that person's professional adviser), and (c) any person who has provided funding secured on the Search Property (including any person acting as that person's professional adviser);

"Charges" – the charges for the Services, including our service fee, the Data Provider's standard fee, any hub charges which we have to pay in order to provide the Service and any fee for creating a map or uploading a map to our Website or for postal delivery, as set out in the Price List;

"Customer" – the company/firm named on the sign up screen during the registration process;

"Data Provider" – a third party provider of data used in a Search Report;

"Event of Force Majeure" – as defined in sub-clause 18.2;

"in writing" – means in written or electronic form;

"OS Data" – any OS map provided as part of the Search Reports;

"Password(s)" – the secure username(s) and password(s) which allow you to access our Website and the Services;

"Price List" – our list of prices for our Services, from time to time, as published on our Website;

"Search Property" – the property in relation to which the Search Request is made;

"Search Report" – the information, data or other results provided to you by us in response to your Search Request;

"Search Request" – a request from you to us to provide you with information relating to a specified property or person from a specified Data Provider;

"Services" – the services listed in clause 2 as modified or amended from time to time; and

"Website" – our website for the provision of the Services, which is currently www.jordansproperty.co.uk.

2. Services

2.1. We will:

- (a) help you to locate the property you want to search against and recommend relevant property searches which may be carried out against the property;
- (b) pass Search Requests onto the relevant Data Provider;
- (c) forward the Search Report to you, electronically or otherwise as you may request, or ensure that the Data Provider returns it directly to you; and
- (d) provide a telephone help desk to assist you with any enquiries.

2.2. We will endeavour to allow uninterrupted access to our Website, but access to our Website may be suspended, restricted or terminated at any time.

2.3. Your Search Reports will be accessible for a period of 3 months on our Website. However, we will retain a back up of your Search Reports for 7 years and archived Search Reports can be supplied on payment of our fee.

3. Registration

3.1. In order to use our Services you are required to register with us through our Website and to accept our Terms and Conditions.

3.2. We may, in our sole discretion, terminate your registration within 7 days of first registration. We will notify you of our decision in writing as soon as reasonably practicable.

4. Acceptance of Terms and Conditions

4.1. Our Services are provided on these Terms and Conditions. Certain of the Search Reports are also subject to Additional Terms, including but not limited to:

- (a) environmental searches provided by Landmark Information Systems Limited; and
- (b) drainage searches (Con29DW) provided by water companies.

4.2. We shall notify you when Additional Terms are applicable during the ordering process and on the confirmation of ordering screen. You may view any Additional Terms on our website.

4.3. By accepting these Terms and Conditions electronically and/or by placing an order you agree to be bound by them and by any Additional Terms which also may be applicable.

4.4. If the person signing or electronically accepting these Terms and Conditions is an employee of an organisation, by doing so that person warrants that he/she is authorised to purchase the Services on behalf of his/her organisation and acknowledges that the organisation will be treated as the Customer under these Terms and Conditions.

4.5. We may modify these Terms and Conditions and any Additional Terms at any time by publishing the modified terms on our Website. Any modifications shall take effect 7 days after being made available on our Website.

5. Charges

5.1. Our Charges for each Search Report will be notified to you on screen during and at the end of the order process. The Charges will be those published in our Price List at the date of the Search Request.

5.2. Unless otherwise indicated in the Price List, all Charges are in pounds sterling and are inclusive of any VAT which may be chargeable at the applicable rate from time to time.

5.3. You will be responsible for our Charges:

- (a) when you submit a Search Request by clicking on the 'send' button at the end of the ordering process unless the Data Provider accepts your cancellation; and
- (b) if you make an error in providing the search address or request a search by mistake.

5.4. We may revise our Price List from time to time by publishing the modified Price List on our Website. Any modifications shall take effect 7 days after being made available on our Website and so shall only apply to Search Requests submitted to us after the date on which the changes take effect.

6. Invoicing and payment

6.1. We shall invoice you in relation to each order.

6.2. Payment may be made for our Services:

- (a) by direct debit;
- (b) in advance by credit or debit card; or
- (c) within 30 days of the date of our invoice.

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- 6.3. Where you have provided a direct debit mandate payment is due within 7 days from the date on which the order is placed.
- 6.4. We reserve the right to charge for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.
- 6.5. We may also suspend provision of the Services until payment in full is received for any outstanding invoice.
- 7. Use of data**
- 7.1. Subject to sub-clause 7.2, we grant to you a non-exclusive and non-transferable licence to use, copy, adapt, enhance, modify and store any Search Report only for the purposes of a property conveyance or transaction contemplated at the time of the Search Request.
- 7.2. You may use the Search Reports (other than the OS Data) in the following ways:
- (a) by incorporating them into written advice given by you in the ordinary course of your business;
 - (b) by disclosing them in the ordinary course of your business to a Benefiting Third Party;
 - (c) by storing them in electronic or hard copy form for your own internal purposes; and
 - (d) by taking copies for your own internal purposes.
- 7.3. You may print one hard copy of the OS Data. If you want to use the OS Data in any other way you will require the appropriate copyright licence from Ordnance Survey.
- 7.4. Save as set out above, you shall not use, exploit, copy or distribute any Search Report for commercial purposes or allow anyone else to so use, exploit or distribute the Search Report. You shall notify us immediately if you become aware of any such use, exploitation or distribution.
- 8. Our warranties and liability**
- 8.1. We warrant that:
- (a) we shall provide the Services using reasonable skill and care;
 - (b) we have all necessary authorities to provide the Services on these Terms and Conditions; and
 - (c) our provision of the Services shall not infringe any third party rights.
- 8.2. We do not warrant that:
- (a) the Services will meet your requirements. It is your responsibility to ensure that the Services, Search Requests and Search Reports meet your requirements and those of any Benefiting Third Party;
 - (b) our Website is free from viruses or anything else which may have a harmful effect on any technology; and
 - (c) any information provided by a Data Provider is complete, accurate or of satisfactory quality.
- 8.3. Sub-clauses 8.4 to 8.9 set out the exclusions to and limitations on our liability to you, any Benefiting Third Party and to any other person in contract, tort (including negligence, and breach of statutory duty) misrepresentation, restitution or otherwise, save that these limitations will not apply in respect of claims for death or personal injury resulting from negligence or as otherwise prohibited by law.
- 8.4. We shall not be liable for any loss or damage suffered in relation to or as a result of:
- (a) any inaccuracies, mistakes or omissions in or from any Search Reports provided by a Data Provider;
 - (b) any inaccuracies, mistakes or omissions in or from any public register or other information source maintained or used by a Data Provider; and
 - (c) any act or omission of a Data Provider.
- 8.5. Subject to sub-clause 8.4, unless the loss or damage is a direct consequence of our negligent act or omission we shall have no liability for any loss or damage suffered in relation to or as a result of:
- (a) any inaccuracies, mistakes or omissions in any Search Reports; or
 - (b) any failure or delay in delivering the Search Reports.
- 8.6. We shall not be liable for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever and howsoever caused which arise out of or in connection with our Services or these Terms and Conditions.
- 8.7. Due to the nature of electronic transmission of data over the internet, we shall not be liable for any loss or damage arising from your inability to access our Website, from any use of our Website or reliance on the data transmitted using our Website or from your inability to receive any Search Reports in electronic form.
- 8.8. We shall not be liable to any third party, including but not limited to a vendor of the Search Property, unless this is expressly envisaged in these Terms and Conditions or we so agree in writing.
- 8.9. Our liability for loss or damage arising in connection with the performance or contemplated performance of our Services under these Terms and Conditions shall not exceed the sum of £5,000,000.
- 9. Your warranties and liability**
- 9.1. You warrant that:
- (a) all information that you have supplied to us during the registration process is true, complete and accurate;
 - (b) you will notify us in writing of any changes to the information supplied during the registration process;
 - (c) you will keep the Password(s) issued to you to identify your use of Services and to control access to the Search Reports confidential and you shall not permit their use by any person outside your organisation and notify us immediately on your becoming aware of their loss, unauthorised use or disclosure;
 - (d) you will maintain the necessary electronic equipment to ensure that you are able to access and use the Service and receive Search Reports from us, including suitable security and software to protect your equipment from viruses, worms and other computer programmes which may cause damage to your equipment;
 - (e) you have all necessary authorities to use the Services on these Terms and Conditions; and
 - (f) you will comply with all applicable laws and codes of practice in using the Service.
- 9.2. You shall be responsible for:
- (a) any use of the Services made using your allocated Password(s) with or without your authority until we receive notice from you under sub-clause 9.1(c); and
 - (b) any decisions taken, judgements made or advice given as a result of using the Services.
- 10. Intellectual Property**
- 10.1. The copyright and all other intellectual property rights in the Search Reports, other information and data provided by us or a Data Provider and in the design, text and graphics of our Website (including all software compilations, underlying

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source code and software including applets) and other literature belongs to Jordans Limited, our licensors or the relevant Data Provider. All rights are reserved.

10.2. You acknowledge that you acquire no rights in the material referred to in sub-clause 10.1 other than as set out in these Terms and Conditions.

10.3. Search Reports may incorporate branding and logos by us, our licensors and the relevant Data Provider. You will not alter the Search Reports so as to remove, amend or obscure these logos and branding.

11. Delivery of products and services

11.1. Search Reports will be delivered electronically where possible. If you request a different method of delivery you must meet any costs associated with that method of delivery.

11.2. The description and price of goods and services and delivery details will be provided in the confirmation of order and/or your invoice. If you are a consumer, services will be provided in accordance with the timescales set out in the Consumer Protection (Distance Selling) Regulations 2000 unless otherwise agreed with you.

12. Consumers right to cancel

12.1. Under the terms of the Consumer Protection (Distance Selling) Regulations 2000 if you are a consumer you may have the right to cancel the contract between us within 7 working days of the day after the date on which the contract for the provision of services is concluded. This right to cancel does not apply to products which have been made or supplied to your specifications or to services once performance of those services has started with your approval. You acknowledge that our Services commence upon our beginning to process your Search Request and your right to cancel under these Regulations therefore ceases at that time.

13. Termination

13.1. Either of us may terminate your account at any time:

- (a) by giving not less than 30 days' written notice to the other; or
- (b) with immediate effect if one of us commits a material breach of its obligations under these Terms and Conditions and, where the breach is capable of remedy, fails to remedy such breach within 15 days of receiving notice in writing from the other to so remedy.

13.2. In addition, we may terminate your account by written notice with immediate effect if:

- (a) you fail to pay any outstanding invoice in accordance with these Terms and Conditions;
- (b) you are unable to pay your debts as they fall due within the meaning of Section 123, Insolvency Act 1986, a receiver or administrator is appointed over or in relation to your assets or a resolution is passed or an order made for your winding up (or an event occurs within the jurisdiction of the country in which you are situated which has a similar effect to any of these in the UK); or
- (c) any information, assurance or warranty given to us by you, whether in these Terms and Conditions or otherwise, is found to be incorrect, insufficient or misleading in any material respect.

13.3. The failure to terminate these Terms and Conditions when any of the events set out in sub-clauses 13.1 or 13.2 occurs shall not prevent the termination of these Terms and Conditions at any future time so long as the relevant circumstances subsist at that time.

14. Consequences of termination

14.1. On termination of your account we shall:

- (a) continue to provide any Search Report paid for before the date of termination;
- (b) if possible, cancel any Search Request which has not been paid for;
- (c) only release to you any Search Report that has not been paid for upon payment of the outstanding amount;
- (d) terminate your account and cancel any Password(s); and
- (e) cease to be under any further obligation to provide the Services to you.

14.2. Termination of these Terms and Conditions is without prejudice to any rights or obligations outstanding or accrued at that date and to the continuing effect of those provisions of these Terms and Conditions which are expressly or by implication provided to come into effect on, or to continue in effect after, termination.

15. Data protection

15.1. Jordans will use personal information which we hold about you to provide our Services to you, for credit control and market research purposes and to inform you about our services and products, legal developments and training sessions or events which we believe may be of interest to you. We may share your personal information with other companies in our group, including Jordans International Limited, Jordan Publishing Limited, Jordans (Scotland) Limited and our overseas offices (full details of which are available on our website www.jordans.co.uk), for any of the above purposes and with third parties if necessary to provide the Services to you.

15.2. Except in the situations listed above or as required or allowed by law or other regulation, we will not pass, disclose, rent or sell your personal information (other than any personal information which is already publicly available and which is incorporated into our search products) to any third party without your prior consent.

15.3. If you do not wish to receive information from us please write to the Head of Marketing, Jordans Limited, 21 St Thomas Street, Bristol BS1 6JS marking the envelope 'Data Protection'.

15.4. You have the right, by written request and on payment of a small fee, to a copy of any personal data (as defined in the Data Protection Act 1998) which we hold about you.

16. Customer services

16.1. If you are unhappy with any aspect of our service, please contact the Head of Marketing at 21 St Thomas Street, Bristol BS1 6JS. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

17. Force Majeure

17.1. Neither of us shall be liable to the other for a delay in performance or non-performance if due to an Event of Force Majeure.

17.2. An Event of Force Majeure means an event beyond your or our reasonable control such as:

- (a) acts, defaults or omissions (including breach or termination of contract) of suppliers such as Data Providers or any other party on whom we rely in order to provide the Services;
- (b) any change in law or regulation (by introduction, amendment or otherwise) or any change in the interpretation or application of any law;
- (c) acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action;

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- (d) act of God, fire, explosion or flood or other natural disaster, outbreak of hostilities, riot, civil disturbance or acts of terrorism;
 - (e) failure of public utilities (gas, electricity post, telecommunications) or the internet; or
 - (f) theft and malicious damage.
- 17.3. No event shall be treated as an Event of Force Majeure if it is attributable to our or your wilful act or omission or failure to take reasonable precautions or to exercise due care and diligence.

18. Offline ordering

- 18.1. If you use our Services offline (ie other than through our Website) these Terms and Conditions are amended as follows:
- (a) sub-clauses 2.2, 3.1, 3.2, 5.3(a), 9.1(a) to (d) and 9.2(a) shall not apply;
 - (b) the first sentence of sub-clause 2.3 shall not apply;
 - (c) the first sentence of sub-clause 4.2 shall be amended to read "We shall notify you when Additional Terms are applicable.";
 - (d) sub-clause 4.4 shall be amended to include the words "or placing an order" after the words "Terms and Conditions" where they first appear in this sub-clause;
 - (e) the first sentence of sub-clause 5.1 shall be amended to read "Our Charges for each Search Report will be notified to you on our order forms.";
 - (f) sub-clause 5.3(a) shall be amended to read "when you submit a Search Request by sending us an order form or by ordering by telephone unless the Data Provider accepts your cancellation"; and
 - (g) the first sentence of sub-clause 11.1 shall be amended to read: "Search Reports will be delivered electronically where possible or by Document Exchange or first class post."

19. General

- 19.1. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.
- 19.2. Save as set out in sub-clause 4.5, no purported variation of these Terms and Conditions shall be effective unless it is in writing and signed by or on behalf of each of us.
- 19.3. You may not assign your rights under these Terms and Conditions to a third party. The right to receive the Services is personal to you, and you may not resell, sub-licence or otherwise provide or share access to the Services with any other person.

19.4. The rights, powers and remedies conferred on either of us by these Terms and Conditions and the remedies available to each of us are cumulative and are additional to any right, power or remedy which you or we may have under general law or otherwise.

19.5. Either of us may by notice in writing, in whole or in part, release, compound, compromise, waive or postpone, in its absolute discretion, any liability owed to it or right granted to it in these Terms and Conditions by the other without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

19.6. No single or partial exercise, or failure or delay in exercising any right, power or remedy by either of us shall constitute a waiver by either of us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these Terms and Conditions or otherwise.

19.7. No term is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to these Terms and Conditions.

20. Notices

20.1. Any notice to be given under these Terms and Conditions shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post or facsimile to the address of the party given in these Terms and Conditions or to the address notified in writing from time to time by one party to the other.

20.2. A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address;
- (c) 2 hours after transmission if served by facsimile during normal business hours of the recipient, and at the opening of the next normal Business Day if not sent during such normal business hours.

20.3. A party shall not attempt to prevent or delay the service on it of a notice connected with these Terms and Conditions.

21. Jurisdiction

21.1. The agreement between us is concluded in the English language. Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

Jordans Limited
21 St Thomas Street
Bristol
BS1 6JS
Registered in England No. 865285
VAT No GB 137 4442 71