



## RESIDENTIAL CONTAMINATED LAND INSURANCE: A CONVEYSURE<sup>®</sup> POLICY

### Schedule

Policy Number: GLRCL10 04411CV

<b>Insurer</b>	Great Lakes Reinsurance(UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Authorised and regulated by the Financial Services Authority.
<b>Insured</b>	SAMPLE_HCP And the Insured's successors in title (including mortgagees and lessees) to the Property or any part or parts thereof all of whom shall be bound by the terms conditions and provisions of this Policy.
<b>Property</b>	Courtlands, Arundel Road, Tangmere, CHICHESTER, PO18 0JZ which comprises a maximum area of 0.5 of an acre.
<b>HomeCheck Professional Search Reference</b>	30356268_1
<b>Limit of Indemnity</b>	£1,000,000 in the aggregate in respect of all claims.
<b>Premium</b>	£ 0.00 which includes IPT at 6%.
<b>Inception Date</b>	02/03/2010
<b>Period of Insurance</b>	A period of 12 years from the Inception Date, or where a mortgagee is involved the period will be co-extensive with the mortgage.
<b>Insured Use</b>	The continued use of the Property as a private house or flat as it is constructed and used at the Inception Date but excluding any Property zoned other than for residential purposes.
<b>Escalator Clause</b>	The Limit of Indemnity will increase to reflect the actual increase in fair market value of the Property during the Period if Insurance up to a maximum total limit representing 200% of the original Limit of Indemnity.

  
  
M S Le Breton, Managing  
Director, Conveyancing  
Liability Solutions Ltd

Signed by Conveyancing Liability Solutions Limited  
on behalf and with the authority of the Insurer.

In consideration of payment of the Premium and Insurance Premium Tax, the Insurer will, subject to the terms of this Policy, indemnify the Insured in respect of Loss occurring during the Period of Insurance. This Policy is provided on the understanding that full disclosure of all material facts has been made by or on behalf of the Insured, whether or not requested. This Policy and any endorsement issued in respect of it are one contract and shall be read together.



## Definitions

Where a word is defined below or in the Schedule it shall carry the same meaning wherever it appears in this Policy.

### Enforcing Authority Environmental Protection Act 1990

Either the local authority in whose area the Property is situated or the Environment Agency. The provisions of the Environmental Protection Act 1990 and any amendment to those provisions for the time being in force at Inception Date, but excluding any retrospective provisions introduced after Inception Date.

### Insured

Any private individual as owner/occupier of the Property (not being a developer of the Property) together with their mortgagee.

### Loss

1. costs and expenses solely and directly resulting from:
  - a) compliance by the Insured with any Remediation Notice, or
  - b) completion of remediation works agreed with the Enforcing Authority in order to prevent a Remediation Notice being served on the Property
  - c) the liability of the Insured to reimburse the Enforcing Authority for remediation works carried out by the Enforcing Authority on the Property.
2. the cost of reinstating the residential building(s) on the Property following completion of remediation works which require the demolition of all or part of the building(s).
3. the adverse difference between the sale price of the Property achieved by the Insured and the open market value of the Property arising solely and directly consequent to a claim hereunder such difference and open market value to be determined by a surveyor appointed jointly by the parties or in default of such appointment by the President for the time being of the Royal Institution of Chartered Surveyors.
4. the cost of any settlement made out of court with the prior written consent of the Insurer.
5. costs and expenses incurred by the Insured with the prior written consent of the Insurer in taking or defending any action at law or otherwise.  
all other costs and expenses incurred with the prior written consent of the Insurer.

### Remediation Notice

A notice as defined by the Environmental Protection Act 1990 served on the Insured in respect of the Property by an Enforcing Authority specifying what an appropriate person is to do by way of remediation and the periods within which that person is required to do each of the things so specified.

## Cover

The Insurer shall indemnify the Insured in respect of Loss sustained by the Insured arising directly out of notice of intent to serve a Remediation Notice relating to the Property on the Insured in respect of the Property by the Enforcing Authority in accordance with the provisions of the Environmental Protection Act 1990 during the Period of Insurance.

## Protection For Mortgagees and Successors in Title

The Insurer shall not avoid liability to any mortgagee of the Insured under this Policy as a result of any act, omission or misrepresentation committed or made by any other party unless such party acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured claiming protection under this clause had knowledge of the act omission or misrepresentation prior to the Inception Date.

## Exclusions

The Insurer shall not be liable to indemnify the Insured in respect of:

1. loss arising directly or indirectly from or contributed to by:
  - (a) any act or omission of the Insured or any party acting on their behalf
  - (b) any act of vandalism or dumping perpetrated by any party after the Inception Date
  - (c) harm or pollution attributable to radioactive substances
  - (d) toxic, mould mycota, fungus, mould, mildew, Japanese Knotweed, asbestos and other contamination transmitted from the building into the ground at the Property
  - (e) the Property having been zoned other than for residential purposes prior to the Inception Date
2. loss arising as a result of:
  - (a) the Property being designated under the Environmental Protection Act 1990, or being under investigation by the Enforcing Authority, or
  - (b) any failure to disclose any material fact to the Insurer prior to the Inception Date



3. loss, injury, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently, or otherwise, to the loss. For the purpose of this Policy an act of terrorism means an act, including but not limited, to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## Conditions

1. It is a condition precedent to the Insurer's liability that the Insured shall not:
  - a) occupy the Property other than in accordance with the Insured Use after the Inception Date
  - b) disclose the existence of this Policy, other than to prospective purchasers, their mortgagees and legal representatives without the prior written consent of the Insurer.
2. It is a condition precedent to liability that all above ground tanks at the Insured Property are adequately banded and secured to prevent accidental and/or malicious leakage; and the capacity of the banded area must be no less than 110% of the capacity of such tank.
3. The due observance and fulfilment of the terms of this Policy, so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Insurer with any payment under this Policy.
4. This Policy shall be governed by and construed in accordance with the law of England and Wales.
5. The total liability of the Insurer in respect of all claims made under this Policy will not exceed the Limit of Indemnity.
6. The Insured must give written notice to Conveyancing Liability Solutions Limited, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which there may be liability under this Policy and provide them with such information and documentation as they may reasonably require.
7. The Insured must by prior agreement with and at the expense of the Insurer, do and permit to be done all things reasonably practicable to minimise Loss.
8. The Insured must not make any admission of liability, offer, promise or payment or incur any costs or expenses without the prior written consent of the Insurer.
9. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the Insurer.
10. If at the time of Loss, resulting in a claim under this Policy, there is any other insurance in force covering such Loss or any part of it, the liability of the Insurer under this Policy shall be limited to its rateable proportion of such Loss.
11. If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become voidable and all claims hereunder shall be forfeited.
12. The due observance and fulfilment of the terms and conditions of this Policy and the truth of the representations made by the Insured shall be a condition precedent to Insurer's liability to make any payment under this Policy to the original Insured.

## Cancellation Rights

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact the **Accounts Department at Conveyancing Liability Solutions Limited at Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email: [accounts@clsl.co.uk](mailto:accounts@clsl.co.uk), Tel: 01732 897530, Fax: 01732 897531.** We reserve our rights on refunding any premium if you have made a claim on this Policy. If no claim has been made we will fully refund any premium paid and cancel the Policy from the Inception Date. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the property.

## Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to **Conveyancing Liability Solutions Limited at Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU** or Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke-on-Trent ST4 4DA. Tel: 0844 856 2035 Fax: 0844 856 2005 enclosing a copy of the Policy. Please be aware of Conditions 1, 6, 8 and 9 of this Policy.

## Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact us at: **Conveyancing Liability Solutions Limited at Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 01732 897530 Fax: 01732 897531.** Please quote the details of the policy (surname and initials, policy number, property address etc). If the matter is not resolved to your satisfaction, please write to:

The Compliance Officer of Great Lakes Reinsurance(UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Tel: 020 3003 7000 Fax: 020 3003 7010

If you are still dissatisfied then you may be able to refer to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 or email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)



### **Financial Service Compensation Scheme (FSCS)**

Great Lakes Reinsurance(UK) PLC is covered by the Financial Services Compensation Scheme(FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2000 of your claim in full plus 90% of the balance without any upper limit. Further details can be obtained from [www.fscs.org.uk](http://www.fscs.org.uk) or you may contact the FSCS on 020 7892 7300 for further details.

### **How we will use your data**

Conveyancing Liability Solutions Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

## **SITESCOPE CONVEYANCING TERMS & CONDITIONS**

Full Terms and Conditions can be found on the following link:

<http://www.landmarkinfo.co.uk/Terms/Show/431>



**keyfacts**®

## **Policy Summary - Residential Contaminated Land Insurance: A ConveySure® Policy**

### **To the intermediary**

Prior to the conclusion of the contract of insurance (inception of the policy), you must disclose this document to the ultimate insured (including any lender which may be insured by the policy). We assume that you are authorised by the FSA or otherwise licensed (where applicable) to provide insurance mediation activities.

### **To the insured**

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

### **Insurer**

Great Lakes Reinsurance(UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ

### **Type of insurance and cover provided by this policy**

This policy provides indemnity in the event that the local authority or the environmental agency serve or declare an intention to serve a remediation notice against the property specified in the policy schedule in accordance with the Environmental Protection Act 1990. We assume that the need to purchase this policy has resulted from advice provided to the insured by the intermediary. The policy has therefore been sought to protect the insured against losses that they may incur, as defined in the policy, as a result of a claim arising directly attributable to the local authority or the environmental agency serve or declare an intention to serve such a remediation notice (subject to the terms and conditions of the policy).

### **Significant features or benefits under this policy**

This policy is provided on an indemnity basis. The purpose of this policy is to protect against financial loss that the insured may incur as a result of a claim. This is to ensure that the insured is put back in the same financial position they enjoyed prior to the claim (subject to the terms and conditions of the policy).

### **Significant or unusual conditions or exclusions under this policy**

Please note that:

- A claim will arise under the policy where the local authority or the environmental agency serve or declare an intention to serve a remediation notice against the property specified in the policy schedule in accordance with the Environmental Protection Act 1990 and the insured is prevented from successfully defending such a claim. Neither the insured nor anyone acting on their behalf should communicate with the local authority or the environmental agency without the consent of the insurer. The existence of this indemnity policy, or any information relating thereto, should not be disclosed to any third party (unless stipulated within the terms of the policy) without the prior written consent of the insurer.
- Any claim which in whole or part is induced by any act or omission by the insured or anyone acting on their behalf may prejudice the insured's position and could void the policy.
- Neither the insured nor their professional legal advisors should take any steps to admit liability, compromise, or settle a claim without the prior written consent of the insurer.
- The insured must (at the expense of the insurer) do and permit to be done all things reasonably practicable to minimise loss to the insurer.
- The insurer shall not be liable in respect of any loss sustained by the insured where, prior to the inception date of the policy, the property is designated under the Environment Protection Act 1990, or is under investigation by the local authority or the environmental agency, or where the insured or any person or person acting on their behalf have failed to disclose any material fact.
- The liability of the insurer is limited to the sum specified as the 'Limit of Indemnity' in the policy schedule.

Full Conditions and Exclusions are contained in the policy document.



### **Term/duration of this policy, who is covered, and non-assignability of this policy**

This policy will either run for a period of 12 years from the inception date of the policy, or where a mortgagee is involved the period will be co-extensive with the mortgage. The policy covers the insured and their successor's in title including any mortgagee, lessee or chargee.

### **Cancellation Rights**

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**accounts@clsl.co.uk, Tel: 01732 897530, Fax: 01732 897531.** We reserve our rights on refunding any premium if you have made a claim on this Policy. If no claim has been made we will fully refund any premium paid and cancel the Policy from the Inception Date. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the pr

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# Conveyancing Liability Solutions Limited's Underwriting Criteria and Terms & Conditions

The premium for residential indemnity insurance is based on the following:

1. The Property is a single private residential house, maisonette or flat in England or Wales which is build complete at the Inception Date.
2. Either a Passed Environmental Search Report has been obtained, No Environmental Search Report has been obtained or this policy is being purchased concurrently with the Environmental Search Report.
3. No Remediation Notice(s) have been served on the Property and none are pending.
4. Neither you nor the purchaser nor the current owner is aware of any matters contained in the title deeds to the Property or elsewhere that suggest the land may be contaminated.
5. No communication has been entered into, or received from the Local Authority and/or Environmental Agency, by the proposed insured or any of their predecessors in title to the property, prior to the Inception Date.
6. Neither you nor the purchaser nor the current owner is aware of any planning consents involving the property that relate to contamination issues or required contamination remediation.
7. The Property does not exceed 5 acres in size.
8. Where an environmental search has been conducted on the property, this does NOT reveal an adverse entry or adverse feature within a 250 metre radius of the Property.
9. The Property has NOT been subject to any remediation measures required by the Environment Agency or the relevant local authority.
10. The Property is zoned for residential purposes.
11. The Property was NOT erected under a self-build scheme.

**If the above conditions cannot be complied with we will need full details of the reasons why in order to determine the premium based on the risk. Please contact 0844 844 9966 or helpdesk@landmark.co.uk for further advice or to obtain a bespoke quotation.**

If you can comply with the above conditions and wish to place the policy on risk, please continue with this order. **By accepting these criteria** you confirm that all of the above conditions can be complied with and that any change in circumstances will be notified to the underwriters and you wish to proceed with the cover in accordance with the policy terms and conditions.

## Definitions

**"Account"** means the account with credit limit established by a Customer with the Company and/or the Reseller for the purpose of purchasing Products or Services

**"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.

**"ConveySure®"** means the insurance products provided to you by us.

**"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, insurance documents, 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 CLS Limited ("the Company"). Where You are not ordering the Products or Services directly from the Company, but from a Reseller, references to the "Company" or "We", "Us" and "Our" shall be construed so as to mean either the Company and/or the Reseller as the context shall indicate.

References to **"You/Your/Yourself"** refer to the contracting party who places an Order with the Company 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), insurance documents, data, information or other services undertaken by the Company.

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

**"The Company"** means Conveyancing Liability Solutions Limited whose registered office is 55 Gower Street, London, WC1E 6HQ.

**"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.f 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 of 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. ChancelCheck®
  - i. 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.
  - ii. 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.
  - iii. 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.
- b. The Company reserves the right, without limitation, to change the Products or Services on offer at any time.
- c. ChancelCheck® is only available for properties in England and Wales whereas ConveySure® policies are available for England, Wales and Scotland.

### 4. Payment

- a. You are fully responsible for all charges that accumulate on Your Account.
- b. In addition to the Company Fees, VAT at the prevailing rate may be payable. You shall pay any other applicable indirect taxes related to Your use of the Services. The Company Fees are payable in full without deduction, counterclaim or set-off.
- c. An individual invoice will be generated electronically for each Order created subject to these Terms. You acknowledge that payment of these invoices is on a strict term of 14 days. 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.
- d. 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).
- e. 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. 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.
- c. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.
- d. 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.
- e. 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 ChancelCheck®, ConveySure® or a 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.
- f. 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 Site 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 this Site;
- g. 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.
- h. 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. Complaints procedure

If You have a complaint regarding the Company's Services or Products, please send the details to **Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU. Tel: 01732 897530 Fax:01732 897531 Email: info@cls.co.uk** Your complaint will be acknowledged within 5 working days of receipt and You should receive a **written** response within **20 working days**. Where this is not possible, the Company will inform You of the reasons why and give an indication of when You should expect a response. If You have not received a response within 40 working days of original receipt of the complaint or You are not happy with the response given You may take one of the following actions:

### a. If your complaint is in relation to our search products:

You may refer your complaint to The Property Ombudsman Scheme (TPOs): Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

### b. If your complaint is in relation to our insurance products:

You may refer your complaint to the Financial Ombudsman Service; South Quay Plaza, 183 Marsh Wall, London E14 9SR

### c. If your complaint is in relation to our services in general:

You may refer your complaint to either of the above institutions

Please visit <http://www.cls.co.uk/about-cls/complaints-procedure/> for the full complaints procedure.

## 13. 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.