



## MASTER TERMS

### SEARCH PRODUCTS

#### 1. ACCEPTANCE OF TERMS OF USE

- 1.1 **Acceptance.** You will be deemed to have accepted these Master Terms (all references to “Master Terms” includes the Terms of Use contained in the appendices hereto which are incorporated by reference) by using any services described herein (the “**Services**”). These Master Terms govern the relationship between you and D&D, whether you are purchasing the Services directly from D&D or by a reseller. In the event of any inconsistency between the Master terms and the Terms of Use appended hereto, those Terms of Use shall apply only to the extent of such inconsistency.
- 1.2 **Modification.** D&D may modify these Master Terms, and can revise, amend or discontinue any or all aspects of the Services and at its sole discretion, with immediate effect and without prior notice. Your continued use of the Services thereafter will be deemed to be your acceptance of such modification, revision, amendment or discontinuation and your agreement to be bound by such amended Master Terms.
- 1.3 **Third Party Terms.** Our Services may include third party software, products, or services, or may include output from those services, which are subject to their own terms and conditions. You agree to be bound by, and comply with, those terms and conditions and that D&D has no liability in connection with, or relating to, such compliance.

#### 2. TERMINATION & SUSPENSION

- 2.1 **Termination & Suspension.** D&D may terminate your account(s) and your access to the Services permanently or suspend your account or access to the Services for an indefinite period without any liability to you or any third party with immediate effect if:
- (a) you are in breach of these Master Terms;
  - (b) you fail to make any payment in accordance with these Master Terms or any subscription agreement or order form to which you have purchased the Services;
  - (c) you enter into proceedings for bankruptcy or insolvency; are demonstrably unable to pay your debts as they fall due; make any composition or arrangement with your creditors; go into liquidation, whether voluntary or compulsory; an order is made or a resolution is passed for your winding up; a receiver, administrative receiver, administrator or similar officer is appointed over the whole or any part of your assets; or if you cease or prepare to cease trading; or
  - (d) in the event that D&D reasonably believes that you have not provided the information required to enable the proper provision of the Services.
- 2.2 **Effect of Termination.** Termination as provided above will not affect your liability for all charges outstanding against your Account whether or not such charges have been invoiced to you by D&D before termination.

#### 3. DISCLAIMER

- 3.1 **EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THESE MASTER TERMS, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS MADE BY D&D, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND ANY LOCAL IMPLEMENTING LEGISLATION RELATED TO THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.**



#### 4. INDEMNITY

- 4.1 You agree to fully indemnify and hold harmless D&D against any claims, liabilities, expenses (including lawyer's fees), losses and damages of any kind whatsoever suffered by D&D or its subsidiaries, parents or affiliates arising out of, relating to, or in connection with, the use of the Services or breach of these Master Terms by you or any other person or organizations receiving the Services through you.

#### 5. LIMITATION OF LIABILITY

- 5.1 **NEITHER D&D NOR ITS SUBSIDIARIES, PARENTS OR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA LOSS OR OTHER LOSSES, EVEN IF D&D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE IN ADVANCE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.**

- 5.2 **EXCEPT AS EXPRESSLY SET FORTH IN THESE MASTER TERMS, THE AGGREGATE LIABILITY OF D&D, ITS SUBSIDIARIES, PARENTS AND AFFILIATES IN RESPECT OF THE SERVICES PROVIDED PURSUANT TO THESE MASTER TERMS AND THE TERMS OF USE APPENDED HERETO WILL NOT EXCEED THE LESSER OF THE AMOUNT YOU PAID FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE AND TEN THOUSAND (£10,000) POUNDS STERLING. THE LIMITATIONS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

#### 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 **Definition of Intellectual Property Rights.** "Intellectual Property Rights" means any and all proprietary rights, on a world-wide basis, provided under: (a) patent law; (b) copyright law; (c) trademark law (including goodwill); (d) industrial design law; (e) any other statutory provision or common law principle applicable to these Master Terms and/or the Services provided hereunder, including trade secret law, which may provide a right in any and all works fixed in any medium (including software and databases), embodied inventions, trade-secrets, confidential information, know-how, marks and logos, designs or the expression or use thereof; and (f) any and all applications, registrations, licenses and agreements in relation to the foregoing.
- 6.2 **Ownership of IPR.** You acknowledge and agree, and shall procure acknowledgment and agreement by the customer for whom you have procured the Services that all Intellectual Property Rights in the Services are and will continue to be owned by either D&D or the third party suppliers of materials, software, tools, services, content, data or information of any kind employed by D&D to provide the Services, and that nothing in these Master Terms purports to transfer, assign or grant any right to you or the customer for whom you have procured the Services in respect of such Intellectual Property Rights. Further you agree that In the event that new inventions, designs, products or processes evolve in the performance of or as a result of our Services to you, you acknowledge the same shall be the property of D&D.
- 6.3 **Infringement of IPR.** You represent and warrant that your use of the Services will not infringe, misappropriate or violate any third-party Intellectual Property Rights or other rights. You agree to notify D&D should you suspect any infringement of D&D or any of D&D's supplier's Intellectual Property Rights.
- 6.4 **Use Rights and Restrictions.** You agree that you will not, and will take all necessary steps to ensure that any recipients who have access to the Services through you will not, except as expressly permitted by these Terms, (a) effect or attempt to effect any modification, merger, change, reduction to any electronic medium or machine-readable form, reverse engineering, decompiling, disassembly of the Services or websites (except as permitted by law); (b) translate or publish any aspect of the Services; (c) market, re-sell or carry on or add to any redistribution of the Services; (d) remove or change in any way any trademark or proprietary marking in any element of the Services.

#### 7. CONFIDENTIALITY, DATA PROTECTION, PRIVACY POLICY AND COOKIE POLICY

- 7.1 **Confidentiality.** You acknowledge and agree that you and any other person or organization having access to the Services through you shall, treat as strictly private and confidential the Services and all information



obtained from the Services and shall maintain adequate security measures to safeguard the Services from unauthorised access or use.

7.2 **Data Protection.** By using the Services you agree to the data protection addendum appended hereto as Appendix "A".

7.3 **Privacy Policy.** By placing an order, providing any additional evidence or personal documents, you give explicit consent that the information you have provided will be passed to or used by D&D, its agents, authorised bodies, insurers or any successor firm in order to provide the Services and to prevent financial crime and in doing so such information may be passed to other countries including those outside the European Economic Area which may have limited data protection laws. Our privacy policy is found at: <https://dyedurham.com/privacy-policy/>.

7.4 **Cookies.** Cookies are small text files that are stored on your computer to enhance functionality on a website by remembering specific credentials. D&D uses cookies as a fundamental part of the operation of the websites where the Services are provided, and in order to ensure efficiency of its service to you. For more information about cookies and how they are used, please go to <https://dyedurham.com/cookie-policy/>.

## 8. COMPLAINTS PROCEDURE

10.1 If you have a complaint regarding the Services, please send the details to: [uksearchsupport@dyedurham.com](mailto:uksearchsupport@dyedurham.com).

10.2 Your complaint will be acknowledged within five (5) working days of receipt and you should receive a written response within twenty (20) working days. Where this is not possible, D&D will inform You of the reasons for this and give you an indication of when you should receive a response.

10.3 If you have not received a response within forty (40) working days of the original receipt of the complaint, or D&D is not able to resolve it to Your satisfaction, You may be able to refer your complaint to: The Property Ombudsman (TPO's) scheme, (website [www.tpos.co.uk](http://www.tpos.co.uk), email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)). D&D will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

10.4 If your complaint relates to a third party Supplier, D&D will pass your complaint to them to investigate. Unless you advise D&D to the contrary they will be entitled to disclose your identity to them and share any other information needed to investigate your complaint.

## 9. GENERAL

11.1 **Force majeure.** D&D will not be responsible for delay resulting from fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond D&D's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to D&D.

11.2 **Enurement.** These Master Terms shall enure to the benefit of and be binding upon, the legal successors and assigns of D&D, and your heirs, legal administrators, successors and permitted assigns.

11.3 **Assignment.** D&D may at any time assign or transfer any or all of its obligations as set out in these Master Terms to any third party and, following notice to you of such assignment or transfer, D&D will be relieved of any further obligation to you. These terms are personal to you and neither your obligations under these Master Terms nor the benefits to you provided under them nor your right to use the Services, can be assigned or transferred to another party in any way by you.

11.4 **Subcontracting.** D&D may authorize or allow contractors and other third parties to provide to D&D and/or you services necessary or related to the Services and to perform D&D's obligations and exercise D&D's rights under these Terms (including collecting payment on behalf of D&D).

11.5 **No Partnership or Joint Venture.** Nothing in these Master Terms will constitute or be deemed to constitute any partnership or joint venture between D&D and you. Nothing in these Master Terms create or be deemed to create a relationship of principal and agent between D&D and You except as expressly provided for in these Master Terms.



- 11.6 **Legislation References.** References in these Terms to any legislation will be construed as references to such legislation as amended or re-enacted from time to time and to include subordinate legislation or regulations.
- 11.7 **Rights of Third Parties.** Save as expressly produced in these Master Terms, no other person other than the persons set out therein shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Master Terms and D&D will not be liable to any such third party in respect of any Services supplied.
- 11.8 **Headings.** Headings in these Master Terms are for convenience only and will not affect the meaning or interpretation of any part of these Master Terms.
- 11.9 **Governing Law.** These Master Terms will be construed in accordance with and governed by the laws of England and Wales. You agree to the non-exclusive jurisdiction of the courts of England and Wales and waive any right to object to that forum on the grounds of inconvenience or otherwise.
- 11.10 **Entire Agreement.** These Master Terms contain the entire agreement between you and D&D regarding the Services subject only to any order form or subscription agreement entered into between D&D and you which governs your purchase of the Services.



## APPENDIX “A”

### DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**Addendum**”) is appended to and made part of the Master Terms – Search Products (“**Agreement**”) for Services provided by Dye & Durham (UK) Limited (“Dye & Durham”) to Customer. Dye & Durham and the Customer are sometimes referred to herein individually as a “**Party**” and together as the “**Parties**.”

Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

#### 1. Definitions.

“**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

“**Customer**” has the same meaning ascribed to it in the Agreement.

“**Customer Personal Data**” means the Personal Data of Customer’s Data Subjects that is processed on behalf of Customer.

“**Data Protection Legislation**” means all applicable privacy and data protection laws, statutes, regulations, decisions of applicable supervisory authorities applicable to the Processing of the Personal Data, as amended or superseded, including the UK’s Data Protection Act 2018 and the General Data Protection Regulation (“UK GDPR”).

“**Data Subject**” the identified or identifiable natural person to whom the Personal Data relates.

“**Personal Data**” means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Personal Data Breach**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the controller.

“**Services**” means the products and services provided to Customer pursuant to the Agreement.

“**Supervisory Authority**” means an independent public authority that has been established by a governmental body and is responsible for monitoring the application of applicable Data Protection Legislation, in order to protect the fundamental rights and freedoms of natural persons in relation to processing and to facilitate the free flow of



Personal Data, including the Office of the UK Information Commissioner (“UK ICO”).

## 2. Roles and Scope.

- 2.1 For purposes of this Addendum, the Parties agree that with respect to Customer Personal Data, the Customer is the Controller of such Customer Personal Data and Dye & Durham is a Processor of such Customer Personal Data as further described in this Addendum.
- 2.2 This Addendum does not limit or reduce any data protection commitments Dye & Durham makes to the Customer in the Agreement.

## 3. Compliance with Data Protection Legislation.

Each of the Parties will comply with its obligations and all applicable requirements under the Data Protection Legislation. This Addendum is in addition to, and does not relieve, remove, or replace a Party’s obligations or rights under the Data Protection Legislation.

## 4. Details of the Processing.

- 4.1 **Subject-matter and Duration of Processing:** The Personal Data will be processed by Dye & Durham for as long as required to provide the Services to the Customer pursuant to this Agreement and comply with the Parties’ obligations under applicable law.
- 4.2 **Nature and Purpose of Processing:** To provide the Services to Customer and to comply with the Parties’ obligations under applicable law. Processing operations may include the following: collecting, recording, organizing, storing, use, alteration, disclosure, transmission, combining, retrieval, consultation, archiving and/or destruction.
- 4.3 **Types of Personal Data:** The types of Personal Data to be processed by processor in connection with the Services are determined by the Customer in its sole discretion and will depend on the Services provided. The types of Personal Data may include names, postal or property addresses, telephone numbers, email addresses, professional title, employer, date of birth, National Insurance Number, bank account details, and other financial data.
- 4.4 **Categories of Data Subjects:** The categories of data subjects whose Personal Data may be processed in connection with the Services may include the Customer’s clients and contacts, and Customer’s employees.
- 4.5 **Special Categories of Personal Data:** Special categories of Personal Data, if any, to be Processed in connection with the Services are determined by the Customer in its sole discretion and may include but are not limited to: information revealing racial or ethnic origin; political, religious or philosophical beliefs; trade union membership; or health data.

## 5. Obligations of Customer as Controller.

- 5.1 In connection with the Customer Personal Data and the Services, the Customer as Controller shall:
  - (a) Provide processing instructions to Dye & Durham that are in accordance with the Data Protection Legislation; and,
  - (b) Implement appropriate technical and organisational measures to ensure and to be able to demonstrate that its Processing is performed in accordance with the Data Protection Legislation, taking into account the nature, scope, context and purposes of Processing as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons.
- 5.2 The Customer represents and warrants that Customer has obtained all necessary consent and provided all necessary notice to Data Subjects in accordance with the Data Protection Legislation and has the right to transfer, or provide access to, the Customer Personal Data to Dye & Durham for Processing in accordance with the terms of the Agreement and this Addendum.



## 6. Obligations of Dye & Durham as Processor.

6.1 Where Dye & Durham acts as a Processor of Customer Personal Data and to the extent required by the Data Protection Legislation, Dye & Durham will:

- (a) process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by applicable law; in such a case, Dye & Durham will inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- (b) immediately inform the Customer if, in Dye & Durham's opinion, an instruction of the Customer infringes the UK GDPR or other applicable Data Protection Legislation;
- (c) ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) take all measures required pursuant to Article 32 of the UK GDPR (Security of Processing) including but not limited to implementing appropriate technical and organisational measures to protect Customer Personal Data and in assessing the appropriate level of security take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed;
- (e) engage another Processor only with the prior specific or general written authorisation of the Customer. In the case of general written authorisation, the Dye & Durham shall inform the Customer of any intended changes concerning the addition or replacement of other Processors, thereby giving the Customer the opportunity to object to such changes;
- (f) if Dye & Durham engages another Processor to carry out specific processing activities on behalf of the Customer, Dye & Durham shall impose on that other Processor by way of a contract or other legal act under applicable law, the same Article 28(3) data protection obligations as set out in this DPA, including sufficient guarantees that the other Processor will implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the UK GDPR. Where that other Processor fails to fulfil its data protection obligations, Dye & Durham shall remain fully liable to the Customer for the performance of that other Processor's obligations;
- (g) taking into account the nature of the processing, assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights laid down in Chapter III of the UK GDPR; and
- (h) taking into account the nature of processing and the information available to Dye & Durham, Dye & Durham will assist the Customer to ensure compliance with its obligations under the UK GDPR in relation to security of data processing (Article 32), notification of Personal Data Breaches (Articles 33 and 34) and data protection impact assessments (Article 35 and 36).

**7. Deletion or Return of Customer Data.** On expiration or termination of Customer's right to use the Services, Dye & Durham shall, in accordance with the terms and timelines for the Services set forth in the Agreement, delete or make available to the Customer for retrieval all Customer Data stored within the Services, save to the extent that Dye & Durham is required by any applicable law to retain some or all of the Customer Data. In such event, Dye & Durham shall extend the protections of the Agreement and this Addendum to such retained Customer Data and limit any further Processing of such Customer Data only to those limited purposes for which, and only for so long as, such retention is required by applicable law. Nothing contained herein shall require Dye & Durham to alter, modify, delete, or destroy backup tapes or other media created in the ordinary course of business for purposes of disaster recovery and business continuity, so long as such tapes or other media are kept solely for such purposes and are overwritten, recycled, or otherwise remediated in the ordinary course of business in accordance with Dye & Durham's established cycles.

**8. Security Reports and Audits.** To the extent required by applicable Data Protection Legislation, Dye & Durham shall make available to the Customer all information necessary to demonstrate compliance with Article 28 of the





UK GDPR, and allow for, and contribute to, audits and inspections carried out by the Customer, or by an auditor appointed by the Customer as follows:

- (a) Subject to non-disclosure obligations, Dye & Durham shall make available, upon reasonable request of the Customer, a description of its security practices and policies, along with other information reasonably requested by the Customer regarding Dye & Durham's security practices and policies applicable to the Services; and
- (b) Dye & Durham shall allow the Customer (or an independent third-party auditor appointed by Customer), at Customer's sole cost and expense, upon the Customer's written request, and to a maximum of once per annum (unless a greater frequency is required by applicable Data Protection Legislation), to conduct an audit of the procedures relevant to the protection of Customer Personal Data, subject to the confidentiality provisions of the Agreement. Prior to any such audit, Customer and Dye & Durham will discuss and agree in advance on the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit.

## 9. Personal Data Breach Notification.

- 9.1 Personal Data Breach. Dye & Durham will (a) notify the Customer of a Personal Data Breach without undue delay after becoming aware of the Personal Data Breach, and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Personal Data Breach.
- 9.2 Dye & Durham Assistance. To assist the Customer in relation to any Personal Data Breach notifications that the Customer is required to make under any applicable Data Protection Legislation, Dye & Durham will include in the notification under **paragraph 9.1** such information about the Personal Data Breach as Dye & Durham is reasonably able to disclose to the Customer, taking into account the nature of the Services, the information available to Dye & Durham, and any restrictions on disclosing the information, such as confidentiality.
- 9.3 Notice Contents. The notice to be provided pursuant to **paragraph 9.1**, shall include the following, provided that, where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay:
  - (a) a description of the nature of the Personal Data Breach including, where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of Personal Data records concerned;
  - (b) the name and contact details of the data protection officer or other contact from whom more information can be obtained;
  - (c) a description of the likely consequences of the Personal Data Breach; and
  - (d) a description of the measures taken or proposed to be taken by Dye & Durham, as appropriate, to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.
- 9.4 No Acknowledgment of any Fault or Liability. Dye & Durham's obligation to report or respond to a Personal Data Breach under this **section 9** is not and will not be construed as an acknowledgement by Dye & Durham of any fault or liability of Dye & Durham with respect to the Personal Data Breach.
- 9.5 Communication. Notification of Personal Data Breaches, if any, will be provided to Customer in accordance with the Agreement.

## 10. Cooperation.

- 10.1 Requests from Data Subjects. To the extent required by applicable Data Protection Legislation, Dye & Durham will make available to the Customer the Personal Data of Customer's Data Subjects and support the Customer's ability to fulfil Data Subject requests, made to the Customer, to exercise one or more of their rights under applicable Data Protection Legislation by appropriate technical and organisational measures in a manner consistent with the functionality of the Services and Dye & Durham's role as the provider of the Services. Dye & Durham shall comply with reasonable requests by the Customer to assist





with the Customer's response to such a Data Subject request. To the extent legally permitted, Customer shall be responsible for any costs arising from Dye & Durham's provision of such assistance. If Dye & Durham receives a request from one of the Customer's Data Subjects to exercise one or more of its rights under applicable Data Protection Legislation, Dye & Durham will instruct the Data Subject to make its request directly to the Customer.

- 10.2 Supervisory Authorities. Dye & Durham shall notify the Customer without undue delay if a Supervisory Authority makes any inquiry or request for disclosure regarding Personal Data provided by such Customer to Dye & Durham in connection with the Services.
11. **Modification or Supplementation**. Dye & Durham may modify or supplement this Addendum, with notice to the Customer, (a) if required to do so by a Supervisory Authority or other government or regulatory entity, (b) if necessary to comply with applicable Data Protection Legislation, (c) to implement standard contractual clauses or other transfer mechanisms required to comply with the Data Protection Legislation, or (d) to adhere to an approved code of conduct or certification mechanism approved or certified pursuant to Articles 40, 42 and 43 of the UK GDPR or analogous provisions of other applicable Data Protection Legislation.
12. **Indemnity**. Customer shall indemnify and hold Dye & Durham harmless on demand against loss, damage, expenses (including legal expenses) and liability suffered and expenses incurred by Dye & Durham resulting from any claims made by third parties as a result of a breach by Customer of Customer's obligations under Data Protection Legislation or this Addendum.
13. **Conflict**. If there is a conflict between the terms of the Agreement and this Addendum, the terms of this Addendum will control.



## APPENDIX “B”

### TERMS OF USE FOR REGULATED SEARCHES, INSURANCE PRODUCTS & OTHER THIRD PARTY PRODUCTS

#### 1. DEFINITIONS

Words defined in Section 1 of this Terms of Use will have the same meaning wherever they appear in this Appendix “B”:

- 1.1 **“Adverse entry”** means, with reference to the SRIP appended to the relevant Regulated Search for the definition of “property” and “land”,
  - (a) in respect of a Regulated Local Authority Search, any matters having a detrimental effect on the market value of the property, that would or should have been disclosed in an official local authority search had one been carried out in relation to the property on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and/ or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission; and
  - (b) In respect of a Regulated Drainage Search means a matter affecting the land which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form ON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search;
- 1.2 **“Appropriate Body”** means either the local authority or other public body responsible for maintaining the registers and information that are covered by forms LLCl and Part 1 (Standard Enquiries) of CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time;
- 1.3 **“Insurance Products”** means an insurance product which we order for you as appointed representative of UKGlobal Broking Group;
- 1.4 **“Insured”** means in the context of Regulated Search SRIP means a buyer and/or lender;
- 1.5 **“Official Search”** means means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS);
- 1.6 **“Optional Services”** means a transactional service you order and which may be integrated or take you to the website/ platform of the Third Party Supplier;
- 1.7 **“Property”** means an address or location to which the Services relate;
- 1.8 **“Regulated Drainage Search”** means a Property search providing a report containing some of the information contained in a CON29DW (Law Society copyright);
- 1.9 **“Regulated Local Authority Search”** a report providing responses to the questions and information requested in Forms LLCl and Part 1 and Part 2 of Form CON29;
- 1.10 **“Regulated Searches”** means both or either of, as the context requires, the Regulated Drainage Search and the Regulated Local Authority Search;’
- 1.11 **“Third Party Products”** means any part of the Services which we source from a Third Party Supplier and includes Insurance Products;
- 1.12 **“Third Party Suppliers”** means any organization or third party who provides Third Party Products, Optional Services or information of any form to us for the purposes of providing the Services and includes any provider of an Official Search; and



- 1.13 “**Third Party Supplier Terms**” means the terms and conditions of Third Party Suppliers which (i) can be found in Exhibit “A”; (ii) which you have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.

## 2. SERVICE TERMS

- 2.1 We may refuse to accept an order for a Regulated Search, an Insurance Product, Official Searches or Third Party Products for reasons including but not limited to where (a) the Services are not available (b) we cannot obtain authorisation for payment or there are credit issues with your account, (c) there has been a pricing or service description error or (d) we determine supply to you will be in breach any regulatory provisions relating to the Services ordered.
- 2.2 You accept responsibility for ensuring that your order details relating to the Service entered into the ordering platform are sufficient and correct for us to deliver the Service
- 2.3 You and your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.
- 4.2 Your use of Insurance Products is subject to the additional terms found here: [Insurance Product Terms](#). You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from us. If you manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

## 3. PAYMENT TERMS

- 3.1 Payment is due in full from you within 30 days from date of invoice unless varied on the invoice.
- 3.2 Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.

## 4. LIABILITY

- 4.1 **General Limitation of Liability.** The limitations of liability set forth in Article 5 of the Master Terms shall apply, subject to the exceptions set forth in Section 4.2 and 4.3 of this Appendix “B”. In addition, we have no liability to you under any circumstance for liability arising from, relating to, or in connection with Third Party Products or Official Searches.
- 4.2 **Liability for negligence.** Our liability in respect of negligence in relation to the supply of Services is limited to the coverage provided by our professional indemnity insurance, which is limited to £10 million per claim or series of related claims and is subject to the terms and conditions contained in such policy, which may be adjusted from time to time.
- 4.3 **Liability relating to Regulated Searches.** In respect of each Regulated Search the Insured has the benefit of a search report insurance policy (a “**SRIP**”). The SRIP is provided by First Title Insurance PLC and is appended to each Regulated Search. The SRIP provides cover against an Adverse Entry to the level; of (a) £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to these levels of cover. Regulated Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale/ purchase of the Property since the Regulated Search was prepared.



**EXHIBIT “A” TO APPENDIX “B”  
THIRD PARTY SUPPLIER TERMS**

THIRD PARTY SUPPLIER	LINK
Groundsure	For GS General Terms: <a href="https://www.groundsure.com/terms-and-conditions-jan-2020/">https://www.groundsure.com/terms-and-conditions-jan-2020/</a>  For third party products supplied to us by Groundsure: <a href="https://www.groundsure.com/third-party-provider-conditions/">https://www.groundsure.com/third-party-provider-conditions/</a>
CLS	<a href="http://www.clsi.co.uk/assets/documents/TermsConditions-B2B.pdf">www.clsi.co.uk/assets/documents/TermsConditions-B2B.pdf</a>
GB Group	<a href="https://www.gbgroup.com/en/legal-and-regulatory/business-terms-and-intellectual-property/#idverified">https://www.gbgroup.com/en/legal-and-regulatory/business-terms-and-intellectual-property/#idverified</a>
Dev Assist	<a href="http://www.devassist.co.uk/terms-conditions/">http://www.devassist.co.uk/terms-conditions/</a>
Landmark	<a href="https://www.landmark.co.uk/terms-conditions/">https://www.landmark.co.uk/terms-conditions/</a>
David Bellis	<a href="https://www.coalsearchplus.com/pages/frame.html">https://www.coalsearchplus.com/pages/frame.html</a>
Bath Stone	<a href="mailto:land_charges@bathnes.gov.uk">land_charges@bathnes.gov.uk</a>
HMLR	<a href="https://www.gov.uk/government/publications/conditions-of-use-hm-land-registry-business-e-services/conditions-of-use-portal-and-business-gateway">https://www.gov.uk/government/publications/conditions-of-use-hm-land-registry-business-e-services/conditions-of-use-portal-and-business-gateway</a>
Coal Authority	<a href="http://www.groundstability.com/support/terms-and-conditions.htm">www.groundstability.com/support/terms-and-conditions.htm</a>
West Country Mines	<a href="mailto:info@westcountrymines.co.uk">info@westcountrymines.co.uk</a>
Anglian Water	Residential - <a href="https://www.geodesys.com/sites/default/files/2020-10/Geodesys%20Res%20CON29DW%20T%26Cs.pdf">https://www.geodesys.com/sites/default/files/2020-10/Geodesys%20Res%20CON29DW%20T%26Cs.pdf</a> Commercial - <a href="https://www.geodesys.com/sites/default/files/2021-09/Sep%201st%202021%20New%20Commercial%20T%26C%27s%20Version%201.0.pdf">https://www.geodesys.com/sites/default/files/2021-09/Sep%201st%202021%20New%20Commercial%20T%26C%27s%20Version%201.0.pdf</a> New Build - <a href="https://www.geodesys.com/sites/default/files/2020-10/Geodesys%20New%20Build%20DW%20T%26Cs.pdf">https://www.geodesys.com/sites/default/files/2020-10/Geodesys%20New%20Build%20DW%20T%26Cs.pdf</a>
Northumbrian Water	Commercial - <a href="https://www.nwpropertyolutions.co.uk/assets/documents/Commercial_darriage_and_water_TandC.pdf">https://www.nwpropertyolutions.co.uk/assets/documents/Commercial_darriage_and_water_TandC.pdf</a> Residential - <a href="https://www.nwpropertyolutions.co.uk/assets/documents/CON29DW_ts_and_cs.pdf">https://www.nwpropertyolutions.co.uk/assets/documents/CON29DW_ts_and_cs.pdf</a>
Southern Water	<a href="mailto:searches@southernwater.co.uk">searches@southernwater.co.uk</a>
South West Water	<a href="http://www.sourceforsearches.co.uk/terms-conditions">www.sourceforsearches.co.uk/terms-conditions</a>
Severn Trent	Residential - <a href="https://www.severntrentsearches.com/wp-content/uploads/2019/04/Residential_CON29DW_TCs_Mar_19.pdf">https://www.severntrentsearches.com/wp-content/uploads/2019/04/Residential_CON29DW_TCs_Mar_19.pdf</a> Commercial - <a href="https://www.severntrentsearches.com/wp-">https://www.severntrentsearches.com/wp-</a>



	<a href="#">content/uploads/2021/09/Commercial TC September21.pdf</a>
Thames Water	<a href="http://www.psgresource.co.uk/assets/Terms/Thames%20Water%20Terms.pdf">http://www.psgresource.co.uk/assets/Terms/Thames%20Water%20Terms.pdf</a>
United Utilities	Residential - <a href="https://propertysearches.unitedutilities.com/media/1230/domestic-con29dw-tcs.pdf">https://propertysearches.unitedutilities.com/media/1230/domestic-con29dw-tcs.pdf</a> Commercial - <a href="http://www.unitedutilities.com/globalassets/documents/pdf/commercial-mixed-and-small-terms-and-conditions_acc16.pdf">www.unitedutilities.com/globalassets/documents/pdf/commercial-mixed-and-small-terms-and-conditions_acc16.pdf</a>
Welsh Water	<a href="https://searches.dwrcymru.com/(S(d0exqgwx11ubzvsj2yullsj))/Login.aspx">https://searches.dwrcymru.com/(S(d0exqgwx11ubzvsj2yullsj))/Login.aspx</a>
Wessex Water	Residential - <a href="http://www.wessexsearches.co.uk/legal/Wessex-Searches-Residential-Terms-and-Conditions/">http://www.wessexsearches.co.uk/legal/Wessex-Searches-Residential-Terms-and-Conditions/</a> Commercial - <a href="http://www.wessexsearches.co.uk/Commercial-terms-and-conditions-1st-oct-2017/">http://www.wessexsearches.co.uk/Commercial-terms-and-conditions-1st-oct-2017/</a>
Yorkshire Water	<a href="http://www.psgresource.co.uk/assets/Terms/Yorkshire%20Water%20Terms.pdf">http://www.psgresource.co.uk/assets/Terms/Yorkshire%20Water%20Terms.pdf</a>



## APPENDIX “C”

### TERMS OF USE - CLIMATE & ENVIRONMENTAL SEARCHES

#### 1. DEFINITIONS

Words defined in this Section 1 will have the same meaning wherever they appear in this Appendix “C”:

- 1.1 **“Account”** means the account set up with D&D by You for the purpose of purchasing the Services.
- 1.2 **“Cheshire Brine Warranty”** means the warranty given by D&D in respect of the Protected CON29M Products detailed in Section 9 of these Terms of Use.
- 1.3 **“Claimant”** means the first purchaser of the Property Site or lender of the first purchaser of the Property Site.
- 1.4 **“Client”** means You or Your customer for whom You have procured the Services.
- 1.5 **“Contaminated Land”** means land that has been designated contaminated land within the meaning of the Environmental Protection Act 1990.
- 1.6 **“Chancel Warranty”** means the warranty given by D&D in respect of the ChancelCheck® and ChancelCheck® Premium Products detailed in Section 6 of these Terms of Use.
- 1.7 **“Coal Authority”** means the executive non-departmental public body, sponsored by the Department for Business, Energy & Industrial Strategy which maintains a database of coal mining records which are the subject matter of a CON29M Search.
- 1.8 **“Content”** means any computing and/or information services and software or data and any other content, documentation, support materials and updates included in and/or supplied through the Site in Product or as Services or in any other way by D&D whether developed by D&D and/or Third Party Content.
- 1.9 **“CON29M Loss of Value Warranty”** means the warranty given by D&D in respect of the Protected CON29M Product detailed in Section 7 of these Terms of Use.
- 1.10 **“CON29M Search”** means a search product licenced by the Law Society of England and Wales to provide information on past, present or future underground and surface coal mining activity for any property or site in a coal mining or past coal mining area using data licenced from the Coal Authority and following the form and guidance set by the Law Society published May 2018.
- 1.11 **“D&D”** means Dye & Durham (UK) Limited a company registered in England and Wales under a registration number 06029390 with registered office address at: Imperium, Imperial Way, Reading, RG2 0TD.
- 1.12 **“D&D’s Fees”** means any charges levied by D&D for the Services as set out on the Site or as notified to You from time to time.
- 1.13 **“Identified Non-Coal Minerals Warranty”** means the warranty given by D&D in respect of the Protected CON29M Product detailed in Section 8 of these Terms of Use.
- 1.14 **“Intellectual Property Rights”** means all forms of protective rights relating to intellectual property as recognised by law.
- 1.15 **“Mineral Working(s)”** means any structure of void remaining after minerals have been extracted from land or otherwise deriving from the carrying out of operations for the winning and working of minerals in, on, or under land.
- 1.16 **“Order”** means an electronic, written or other request from You to D&D made directly to D&D or through the Reseller for the Services.
- 1.17 **“Product”** means any information or other material D&D supplies to You through the Services, including but not limited to all reports, documents, certificates, data-sets, software or information these may contain.
- 1.18 **“Protected Product”** means the Services comprising the Premium (including Premium ‘Plus’ Products), Standard, and Essential Product(s) solely for residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO) and Retail Product(s) solely for commercial Property Site(s) comprising a single small (<0.25Ha) commercial Property Site where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations.
- 1.19 **“Protected CON29M Product”** means the CON29M Search Services comprising the CON29M or the Premium Plus CON29M Product(s) produced by D&D solely for residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO) as used and constructed at the date of purchase, which is less than 15 hectares in size.
- 1.20 **“Property Site”** means the area of land, including anything built on or in it, in respect of which D&D provides the Services.
- 1.21 **“Remediation Notice”** means a statutory notice served by the relevant authority in respect of the remediation



of Contaminated Land under Part 2A of the Environmental Protection Act 1990.

- 1.22 **"Remediation Warranty"** means the warranty given by D&D in respect of the Protected Products detailed in Section 5 of these Terms of Use.
- 1.23 **"Reseller"** means any organization authorized by D&D or contracted with D&D to provide the Services through which You may place an Order.
- 1.24 **"Services"** means the provision of any service in respect of the Property Site, including, but not limited to, any Content and/or Product provided to You by D&D within these Terms of Use. The Services may, at D&D's sole discretion, be offered for a limited time or for purposes of evaluation only; offer reduced functionality from time to time; offer limited access to Content; or be free of charge
- 1.25 **"Site"** means D&D's website at [www.futureclimateinfo.com](http://www.futureclimateinfo.com) or D&D's ordering platform at <https://ordering.futureclimateinfo.com/>.
- 1.26 **"Supplier"** means any third party providing Third Party Content to D&D.
- 1.27 **"Terms of Use"** means the Terms Of Use - Climate Searches as amended from time to time which relate to all Services provided by D&D under this Appendix "C".
- 1.28 **"Territory"** means England and Wales.
- 1.29 **"The Search Code"** means the code which sets out the minimum standard which organisations who are registered with the Property Codes Compliance Board ("**PCCB**") compiling and selling search reports must meet.
- 1.30 **"Third Party Content"** means any data, services, software, information and other content or functionality provided by the Supplier and linked to or otherwise employed in providing the Services.
- 1.31 **"You"** and **"Your"** means the contracting party that places an Order for the Services directly from D&D or through the Reseller.

## 2. ORDERING FROM THE SITE

- 2.1 To use the Services, You must first complete the registration process as set out on the Site. If You set up an Account as agent for a Client, You must obtain the agreement of Your Client (as disclosed principal) to these Terms of Use.
- 2.2 You will be provided with a username and password as part of the registration process. Access to the Site will require that You enter Your username and password. You may change Your password at any time. You will be responsible for ensuring that Your username and password are kept confidential, are used properly and are not disclosed to or used by unauthorised persons.
- 2.3 If You register on the Site as agent for another individual or organisation You will be deemed to warrant that You have made the other individual or organisation aware of these Terms of Use, that they agree to them and that You are authorised to bind them accordingly.
- 2.4 You may designate one or more other persons as being authorised to use the Service for an individual or organisation on whose behalf You have registered on the Site, using the username and password issued at the time of registration.
- 2.5 You must inform D&D immediately if You have reason to believe that any password has become known to a person not authorised to use it, or if any password is being or is likely to be used in an unauthorised way or if any unauthorised use or copying of any part of the Services or any document or report derived from them has taken place.
- 2.6 D&D will not be liable for any loss or damage caused to You by unauthorised use of Your password.
- 2.7 If D&D believes that there has been or is likely to be any breach of its security or misuse of the Service, it may change any or all of the passwords issued to You and will notify You accordingly.
- 2.8 D&D will issue a new password on request, if a password is forgotten, and on completion of the security checks in use from time to time.
- 2.9 You confirm that all information given by You during the registration process is true, complete and accurate in all respects. You agree to notify D&D immediately of any changes in the registration information. D&D reserves the right to terminate Your access to the Services immediately and without notice if it reasonably believes that You have given false information or have intentionally failed to inform D&D of any changes to that information.
- 2.10 Upon payment of D&D's Fees and subject to these Terms of Use, You shall be entitled to make the Services available to:
  - (a) the Client and the Client's professional advisers;
  - (b) any person providing funding to the Client in relation to the Property Site;
  - (c) the first purchaser or first tenant of the Property Site;





- (d) the professional advisers and lenders of the first purchaser or first tenant of the Property Site.

### **3. PAYMENT OF FEES**

- 3.1 You will be fully responsible for all D&D Fees and other charges that accrue to Your account.
- 3.2 In addition to D&D's Fees notified to You directly from D&D or by the Reseller, value added tax at the rate then in force may be payable.
- 3.3 D&D will be entitled, at its sole discretion, to increase D&D's Fees and the placing of any further Order for the Services directly from D&D or via the Reseller shall be deemed acceptance of any revisions to D&D's Fees.
- 3.4 You shall pay D&D's Fees for the Services within 30 days of the date set out on the invoice issued to You by D&D or the Reseller on all occasions where payment is not required in advance.
- 3.5 You acknowledge that invoices for D&D Fees and any other charges are payable in full, without deduction, counterclaim or set-off unless alternative terms have been agreed in writing in advance by both parties.
- 3.6 If sums due on Your Account are not paid within 30 days of the date of invoice issue, D&D will be entitled, at its sole discretion, to cancel Products ordered through Your Account.
- 3.7 By placing an Order You acknowledge and agree that the Services will commence immediately. If You wish to cancel an Order we may charge You on the basis of time and materials spent on delivering the Services up to the point of cancellation, including all third party fees incurred by D&D.

### **4. WARRANTIES AND LIMITATION OF D&D'S LIABILITY**

- 4.1 D&D provides warranties and accepts liability only to the extent set out in these Terms of Use and, in relation to specific Products, as set out on the Site in respect of that Product.
- 4.2 Except as provided by law, D&D will be liable for direct losses only to the Client to the extent stated in Section 5 of the Master Terms.
- 4.3 Nothing in these Terms of Use excludes or limits either party's responsibility for death or personal injury caused by that person's negligence.
- 4.4 D&D will only be liable to the Client for accidental loss or damage caused by its own gross negligence or wilful default.
- 4.5 D&D UK shall maintain professional indemnity insurance in respect of its liability under these Terms of Use. Any claim resulting only from the sole negligence of D&D UK, D&D UK's aggregate liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in any way in relation to the Services (except in relation to death or personal injury) will not exceed an aggregate amount of ten million pounds (£10,000,000), where the liability relates to the Retail or Flood Appraisal Product(s) the aggregate limit will not exceed one million pounds (£1,000,000).
- 4.6 D&D will not be liable to the Client if the Services are used other than as provided or referred to in these Terms of Use and the 'Notes and Guidance' section of all Products or Services. For the avoidance of doubt the Retail Product(s) is provided for use solely for continued-use commercial Property Site(s) comprising a single commercial Property Site with an area of less than 0.25 hectares where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations. D&D residential Product(s) are provided solely for continued-use residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO).
- 4.7 You acknowledge and agree that:
  - (a) You will not in any way hold D&D responsible for its selection or retention of the Suppliers, or any delay, failure, acts or omissions of supply of the Third Party Content or services from other Suppliers (including those with whom D&D may have contracted from time to time to provide parts of the Services);
  - (b) D&D does not promise that the supply of the Services will be uninterrupted or free from error or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise or free from defects of any kind or from computer viruses, computer locks or other similar computer-related problems but D&D undertakes to use reasonable efforts to correct any such errors, inaccuracies or defects within a reasonable period of being made aware of them;
  - (c) D&D will not be liable for any interruption, delay or failure in the provision of the Services caused or contributed to by any circumstance outside the reasonable control of D&D (including, but not limited to, failure of power supply, computer malfunction, inaccurate processing of data by third parties,

delays in coding, loading, processing, checking or dispatching of data, corruption of data while in course of conversion, failure or overloading of printing or telecommunications or electronic communications);

- (d) in providing search reports D&D will comply with the Search Code as developed by the Council for Property Search Organisations (CoPSO) and enforced by the Property Codes Compliance Board (PCCB). D&D'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 acknowledge that You are such a person;
- (e) only the Client, any person providing funding to the Client in relation to the Property Site (whether directly or as part of a lending syndicate), the Client's purchaser or tenant of the Property Site and any professional advisors of the Client are entitled to rely on the Services;
- (f) before placing an Order You will carefully check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Services are being procured for the correct location and property type, and take any other advice prudently required before making any decision in relation to the Property Site to which the Services may relate and You will not rely exclusively on the Services in Your dealing with the Property Site or in relation to valuation of it;
- (g) the Services have not been prepared so as to meet Your or anyone else's particular requirements and You assume the entire risk as to their suitability and waive any claim of detrimental reliance upon them and You are solely responsible for selection or omission of any part of the relevant Content;
- (h) it is Your obligation to ensure that You, or anyone You are acting on behalf of, are aware of all the terms of any warranty which is provided as part of an D&D Service on Your instructions before You place an Order for that Service;
- (i) the information forming the Content has been extracted from a wide range of third party sources compiled for many different purposes and to different standards and is not controlled or maintained by D&D and that, accordingly, while D&D may identify and will endeavour to correct errors brought to D&D's attention, such Third Party Content cannot be warranted to be free of error and some errors and omissions may remain. Other than errors introduced as a result of D&D's own processing D&D and its Suppliers do not accept any responsibility and expressly disclaim all liability for any errors, omissions or misstatements in such Third Party Content and for any loss or damage suffered by You or any other person acting or refraining from acting as a result of, or in reliance on, any Third Party Content. Specific to Third Party Content in the form of planning application records the following considerations are applicable
  - (i) Planning records are affected by standards of collection, the method and timeliness of recording employed by each local planning authority and the form in which the authority makes planning application data available.
  - (ii) Since available planning application data is predominantly geographically located using a single point, not the actual application site boundary, the location reported in the Third Party Content will control whether a record appears as Content within a report.
  - (iii) Data such as those relating to applications for the discharge of planning conditions, reserved matters applications and planning application amendments have been excluded to avoid numerous duplication of reference to the same application.
  - (iv) Planning applications which are identified as having been refused may have been subsequently granted upon appeal and may not appear as Content.
  - (v) Certain aspects of the available data will not appear as Content as they are considered erroneous to its purpose such as planning applications relating to advertisements;
- (j) given the wide range of data which could potentially be included in the Content, D&D does not claim or warrant that either the Content or Services is comprehensive with respect to or sufficient for any specific purpose;
- (k) D&D offers no warranty for the performance of any linked internet service not operated by D&D;
- (l) without prejudice to any other restriction set out in these Terms of Use, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any element of the Services, You will make such third party aware of the limitations, obligations and acknowledgments set out in these Terms of Use;
- (m) You will observe and comply with all applicable laws and regulations;
- (n) both You and D&D shall pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind You or D&D;
- (o) neither party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Finances Act 2017);



- (p) neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010);
  - (q) the parties shall insofar as required to do so, and whether or not any party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 6.7.14 to 6.7.16 above;
  - (r) You shall not hold Yourself out or describe Yourself as D&D's agent or an agent of the Reseller or of any of the Suppliers.
  - (s) You will carry out an inspection of the Product or Service to satisfy Yourself that the Property Site boundary, address and description are free from errors, and where any such errors are identified You will promptly inform D&D. D&D will not be liable to the Client where the Product(s) or Service(s) is relied upon for land which is of a greater extent than the Property Site.
  - (t)
- 4.8 If D&D instructs any additional service for You obtained from a third party or derived from information provided by a third party (including, but not limited to, any professional opinion or search carried out in relation to the Property Site) D&D will not be liable to You in any way for any issue arising out of such additional service. D&D will be deemed to act solely as Your agent in these circumstances and will be entitled to disclose Your identity, and supply of such additional services will then be governed by the terms and conditions of any such third party.
- 4.9 Neither You, nor a Client nor any other person may rely on the Services more than 12 months after they were originally provided.
- 4.10 No physical inspection of the Property Site is carried out as part of any Services offered by D&D (unless previously agreed in writing) and D&D does not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection.
- 4.11 D&D will not be liable to the Client or those beneficiaries who are entitled to rely on the Services as set out in Section 4.7(e) in respect of any loss occurring in the period after the Client or those beneficiaries cease to either retain an interest in the Property Site or remain liable for the Property Site.

## 5. REMEDIATION WARRANTY

- 5.1 Subject to the terms detailed each Protected Product issued benefits from our Remediation Warranty for a period of up to 6 years from the date of purchase of the Protected Product providing up to a maximum of £100,000 in respect of the cost of the works necessary to be carried out at the Property Site under a Remediation Notice. The Remediation Warranty applies only:
- (a) in respect of the Protected Product purchased by or on behalf of the Claimant;
  - (b) where the availability of a Remediation Warranty is confirmed in the individual Protected Product, save as set out in Section 5.3;
  - (c) where the professional opinion given in the Protected Product was such that the property is not likely to be designated Contaminated Land within the meaning of Part 2A of the Environmental Protection Act 1990 and where the professional opinion given was incorrect;
  - (d) where a Remediation Notice is served on the Claimant;
  - (e) where the pollution or contamination resulting in the Remediation Notice occurred prior to the date of the issue of the Protected Product.
- 5.2 For the avoidance of doubt the Remediation Warranty is not available where:
- (a) the Protected Product discloses a risk of the land beneath the property being designated Contaminated Land; or
  - (b) the land on which the Property Site is situated has already been designated Contaminated Land.
  - (c) the Property Site is in use other than as referred to in the Protected Product definition. For the avoidance of doubt the Retail Product(s) is provided for use solely for continued-use commercial Property Site(s) comprising a single commercial Property Site with an area of less than 0.25 hectares where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations. D&D Residential Product(s) is provided solely for continued residential use comprising a single residential dwelling or House of Multiple Occupation (HMO).

- 5.3 The Remediation Warranty is not applicable in respect of:
- (a) radioactive contamination of any nature;
  - (b) contamination arising from asbestos containing materials;
  - (c) contamination arising from any above ground oil tank at the Property where the Claimant has not, since purchase, ensured that the oil storage tank is provided with adequate security (to prevent accidental and/or malicious leakage) and secondary containment (such secondary containment having a capacity of at least 10% greater than that of the tank, or in compliance with applicable oil storage regulations, whichever is greater).
  - (d) contamination arising from naturally occurring materials or arising from the removal of naturally occurring materials;
  - (e) intentional disregard or wilful or deliberate non-compliance by any owner or occupier of the Property Site
  - (f) in respect of any statute, regulation, administrative complaint, notice of violation, or notice from any regulatory authority;
  - (g) any condition which is known or ought reasonably to have been known to the Claimant;
  - (h) any condition which is caused by acts of war or an act of terrorism;
  - (i) any property which does not form a fixed part of the Property Site or the structure;
  - (j) any fines or liquidated damages or punitive or exemplary damages;
  - (k) any financial loss in respect of any loss of any rent, profit, revenue, savings or business costs or any consequential indirect or economic loss, damage or expense including the cost of rent of temporary premises or business interruption;
  - (l) any losses incurred following a material change in use of alteration or development of the Property Site;
  - (m) any subsequent Protected Product or other Products purchased by or on behalf of the first purchaser or the first purchaser's lender or any person connected to them in respect of the same Property Site.
- 5.4 The Remediation Warranty is not assignable in the event of a sale of the Property Site by the first purchaser or the first purchaser's lender and ceases on the date of completion of such sale.
- 5.5 Under the terms of the Remediation Warranty claims must be notified to D&D in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all D&D's reasonable requirements with regard to the works to be carried out under the Remediation Notice, and in the event that any Claimant does not do so, including obtaining D&D's prior written consent to any estimates for such works and complying with any other reasonable request by D&D, the Remediation Warranty will be invalidated.
- 5.6 The Claimant shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of the works required in respect of the Remediation Notice.
- 5.7 In the event that any Claimant receives any communication from the relevant authority to constituting the intent to serve a Remediation Notice the Claimant must advise D&D within a maximum period of 2 months from receipt of such communication.

## **6. CHANCEL WARRANTY**

- 6.1 For the purposes of the Chancel Warranty only (Article 6 of these Terms of Use) "You" means the person or organisation to whom a ChancelCheck/ChancelCheck Premium is issued, who may be:
- (a) the seller of the Property Site;
  - (b) the owner or occupier of the Property Site;
  - (c) a potential or actual buyer of the Property Site and any subsequent buyer within 12 months of the date the ChancelCheck/ChancelCheck Premium was produced; or
  - (d) a lender providing a loan secured by a mortgage over the Property Site.
- 6.2 In the event that You obtained a clear result on your ChancelCheck/ChancelCheck Premium and the Parochial Church Council request money from You for the repairs to the chancel of your parish church, D&D will protect You for losses suffered.
- 6.3 You are protected for as long as You have an interest in the Property.
- 6.4 D&D will protect You for losses You suffer, up to the market value of the property, at the date the ChancelCheck/ChancelCheck Premium was produced but not exceeding £2,000,000.00 unless agreed by D&D in writing.
- 6.5 For the avoidance of doubt, D&D will not protect You for claims arising:
- (a) where the result of the ChancelCheck/ChancelCheck Premium was correct at the date the search was produced;
  - (b) where You were aware of a matter which affected the property on the date the search was compiled;
  - (c) where a matter first arose after the date the search was produced;
  - (d) where the property is not located in England and Wales.

## 7. CON29M LOSS OF VALUE WARRANTY

- 7.1 For the purposes of the CON29M Loss of Value Warranty only (Article 7 of these Terms of Use) “You” means the person or organisation to whom a Protected CON29M Product is issued, who may be:
- (a) The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
  - (b) The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller’s pack or if the Property Site has been purchased by way of auction;
  - (c) The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
  - (d) The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this CON29M Loss of Value Warranty
- 7.2 In the event that You suffer a loss as a direct result of matters which would or should have been included within the results of a CON29M Search but were either not disclosed within the report or were inaccurate or were interpreted incorrectly, D&D will protect You for losses up to £100,000 in the aggregate in respect of a Property Site. The specific losses covered are:
- (a) The loss in fair market value of the Property Site as determined by an independent surveyor arranged or appointed by D&D and/or its advisors; and
  - (b) All other costs and expenses which have been agreed in advance with D&D.
- 7.3 For the avoidance of doubt, D&D will not protect You for claims arising from:
- (c) Loss which is or would otherwise be recoverable under Your buildings’ insurance policy;
  - (d) Loss arising wholly or partly because of the wilful act or neglect by You;
  - (e) Loss if at the date of a claim:
    - (i) You are not a legal or beneficial owner of the Property Site; or
    - (ii) You have obtained a superseding CON29M Search on the Property Site, after the date of issues of the CON29M Protected Product, which did not identify that the CON29M Protected Product had failed to identify matters which would or should have been included within the results of a CON29M Search.
  - (f) Loss in relation to a loss of a transaction for the sale or purchase of the Property and any costs incurred by You in relation to the loss of such a transaction
  - (g) Loss in respect of structural or other physical damage caused to the Property Site by subsidence or flooding occurring after the effective date
  - (h) Loss as a result of any changes made to the CON29M Search form or guidance made after the Protected CON29M Product was issued to You
  - (i) Loss as a result of any changes in information held by the Coal Authority after the issue date of the Protected CON29M Product relating to future underground coal mining and future opencast coal mining.
  - (j) Loss in relation to any change in interpretation of information upon which the Protected CON29M Product was produced provided that such information remains unchanged.
  - (k) Loss suffered by You in respect of any matter:
    - (i) Which was disclosed to You in the Protected CON29M Product; and/or
    - (ii) Which You were aware of prior to the issue of the Protected CON29M Product
  - (l) Any consequential loss or penalty interest suffered by You
  - (m) Loss where the use of the Property Site has changed after the date of issue of the Protected CON29M Product
  - (n) Loss where You make any claim knowing it to be false or fraudulent.
  - (o) Loss where the Order for the Protected CON29M Product has been subsequently cancelled or the person placing the Order has failed to make payment in accordance with Article 3.
- 7.4 If at the time of any claim made under this CON29M Loss of Value Warranty there is any other protection in place (e.g. insurance) whether effected by You or by any other person under which You may be entitled to make a claim D&D will be liable to pay or contribute in respect of a claim only rateably with such other protection.
- 7.5 You will give written notice to D&D as soon as reasonably practicable of any circumstances likely to lead to a claim under this CON29M Loss of Value Warranty
- 7.6 D&D and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):





- (a) Not incur any cost or expense without first consulting with and receiving written consent from D&D;
- (b) Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with D&D and receiving written consent from D&D;
- (c) Give D&D access to and provide D&D with copies of all correspondence and documentation available to in relation to the claim or circumstance and afford D&D sufficient time in which to review and comment on such documentation;
- (d) Inform D&D of any proposed meeting with any third party in relation to a claim or circumstance and allow D&D to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which D&D were not present;
- (e) Conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which D&D have approved in writing and take such action as D&D may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
- (f) Provide D&D with such other information as assistance as is necessary

## 8. IDENTIFIED NON-COAL MINERALS WARRANTY

- 8.1 For the purposes of the Identified Non-Coal Minerals Warranty only (Article 8 of these Terms of Use) "You/Your" means the person or organisation to whom a Protected CON29M Product is issued, who may be:
- (a) The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
  - (b) The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller's pack or if the Property Site has been purchased by way of auction;
  - (c) The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
  - (d) The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this CON29M Identified Non-Coal Minerals Warranty
- 8.2 D&D will protect You for losses up to £50,000 in the aggregate in respect of a Property Site where a Protected CON29M Product has been issued. The losses covered are:
- (a) The cost of repairing subsidence damage in respect of the Property Site where the Coal Authority (or other responsible person as defined under Section 43 of the Coal Industry Act 1994) refuses to pay Your claim for damage as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of:
    - (i) Subsidence occurring from historical non-coal mineral mining; and/or
    - (ii) Subsidence occurring as a result of historical coal mining but where this activity was ancillary to non-coal mineral mining
  - (b) The loss in fair market value of the Property Site directly attributed to subsidence, as determined by an independent surveyor arranged or appointed by D&D and/or its advisors, but where the Coal Authority refuse to pay Your claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of:
    - (i) Subsidence occurring from historical non-coal mineral mining; and/or
    - (ii) Subsidence occurring as a result of historical coal mining, but where this activity was ancillary to non-coal mineral mining
  - (c) Any other costs and expenses which have been agreed in advance with D&D.
- 8.3 For the avoidance of doubt D&D will not protect You for claims arising from:
- (a) Loss arising from subsidence occurring after the date of issue of the Protected CON29M Product which is or would otherwise be recoverable under Your buildings' insurance policy;
  - (b) Loss arising wholly or partly because of Your wilful act or negligence;
  - (c) Loss if at the date of a claim You are not, or have ceased to be the legal or beneficial owner of the Property Site;
  - (d) Loss in relation to loss of a transaction for the sale or for the purchase of the Property Site and any costs incurred by You in relation to the loss of such transaction;
  - (e) Loss in respect of structural or other physical damage caused to the Property Site by subsidence or flooding following mining which occurred after the issue date of the Protected CON29M Product;
  - (f) Loss arising where D&D did not include within the Protected CON29M Product that a subsidence claim may be deemed ineligible under the Coal Mining Subsidence Act 1991;
  - (g) Loss for which the Coal Authority may be required to pay by law;
  - (h) Loss arising where the Coal Authority (or other responsible person as defined under Section 43 of

the Coal Industry Act 1994) has previously repudiated to cover claims for subsidence under the Coal Mining Subsidence Act 1991;

- (i) Loss arising in respect of a coal Mineral Working which is not ancillary to a non-Coal Mineral Working;
  - (j) Loss arising from subsidence in respect of Mineral Workings which are not contained within the Coal Authority dataset used to compile the Protected CON29M Product.
  - (k) Loss where You were aware that the Property Site had already suffered subsidence damage prior to either the date of issue of the Protected CON29M Product or the date at which you exchanged contracts on the purchase of the Property Site (whichever is later).
  - (l) Loss as a result of any changes to the Protected CON29M Product made after the issue date.
  - (m) Loss in relation to any change in interpretation of information upon which the Protected CON29M Product was produced provided that such information remains unchanged.
- 8.4 You will give written notice to D&D as soon as reasonably practicable of any circumstances likely to lead to a claim under this Identified Non-Coal Minerals Warranty
- 8.5 D&D and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):
- (a) Not incur any cost or expense without first consulting with and receiving written consent from D&D;
  - (b) Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with D&D and receiving written consent from D&D;
  - (c) Give D&D access to and provide D&D with copies of all correspondence and documentation available to in relation to the claim or circumstance and afford D&D sufficient time in which to review and comment on such documentation;
  - (d) Inform D&D of any proposed meeting with any third party in relation to a claim or circumstance and allow D&D to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which D&D were not present;
  - (e) Conduct all negotiations and proceedings in respect of any claim or circumstance with advisors of which D&D have approved in writing and take such action as D&D may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
  - (f) Provide D&D with such other information as assistance as is necessary

## **9. CHESHIRE BRINE WARRANTY**

- 9.1 For the purposes of the Cheshire Brine Warranty only (Article 9 of these Terms of Use) “You/Your” means the person or organisation to whom a Protected CON29M Product is issued, who may be:
- (a) The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
  - (b) The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller’s pack or if the Property Site has been purchased by way of auction;
  - (c) The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
  - (d) The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this Cheshire Brine Warranty.
- 9.2 D&D will protect You for losses up to £50,000 in the aggregate in respect of a Property Site where the Property Site suffers subsidence caused by brine pumping and the Cheshire Brine Compensation Board refuses to make payment for remedial works to the Property Site, because either:
- (a) the Cheshire Brine Compensation Board have previously made payment and future claims relating to the Property Site have been commuted; or
  - (b) the Cheshire Brine Compensation Board have previously made payment to a previous owner of the Property Site and the required remedial work was not carried out or carried out improperly.
- 9.3 The losses covered are:
- (a) The cost of repairs to the Property Site;
  - (b) The loss in fair market value of the Property Site as determined by an independent surveyor arranged or appointed by D&D and/or its advisors; and
  - (c) Any other costs and expenses which have been agreed in advance with D&D.
- 9.4 For the avoidance of doubt D&D will not protect You for claims arising from:
- (a) Loss arising from subsidence occurring after the date of issue of the Protected CON29M Product which is or would otherwise be recoverable under Your buildings’ insurance policy;
  - (b) Loss arising wholly or partly because of Your wilful act or negligence;
  - (c) Loss if at the date of a claim You are not the legal or beneficial owner of the Property Site;
  - (d) Loss in relation to loss of a transaction for the sale or for the purchase of the Property Site and any





- (e) costs incurred by You in relation to the loss of such transaction;
  - (e) Loss in respect of structural or other physical damage caused to the Property Site by subsidence of flooding after the effective date
  - (f) Loss for which the Cheshire Brine Compensation Subsidence Board may be required to pay by law other than where payment has already been made by the Cheshire Brine Compensation Subsidence Board but where such monies were not used properly for the purpose of repair of the Property Site by a previous owner.
  - (g) Loss arising from matters revealed by a previous enquiry or conveyancing search result containing Cheshire Salt data obtained by You or known to a previous owner of the Property Site.
  - (h) Loss arising from matters in a search containing Cheshire Salt data ordered after the date the Protected
  - (i) CON29M Product was issued and either obtained by You or provided to You by a potential purchaser of the Property Site.
  - (j) Where the use of the Property Site has changed after the date of issue of the Protected CON29M Product.
  - (k) Loss where you make a claim knowing it to be false or fraudulent, at which point this Cheshire Brine Warranty will become voidable and all claims under it may be forfeited.
  - (l) Loss if at the time of any claim made under this Cheshire Brine Warranty there is any other protection in place, such as insurance, whether effected by You or by any other person under which You may be entitled to make a claim. In such an instance D&D will be liable to pay or contribute in respect of any claim only rateably with such other protection.
- 9.5 D&D and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):
- (a) Not incur any cost or expense without first consulting with and receiving written consent from D&D;
  - (b) Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with D&D and receiving written consent from D&D;
  - (c) Give D&D access to and provide D&D with copies of all correspondence and documentation
  - (d) available to in relation to the claim or circumstance and afford D&D sufficient time in which to review and comment on such documentation;
  - (e) Inform D&D of any proposed meeting with any third party in relation to a claim or circumstance and allow D&D to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which D&D were not present;
  - (f) Conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which D&D have approved in writing and take such action as D&D may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
  - (g) Provide D&D with such other information as assistance as is necessary

## 10. NOTICES AND GENERAL

- 10.1 These Terms of Use are subject to the Master Terms to which they are appended, as modified from time to time.
- 10.2 All notices from D&D to You will be displayed on the Site from time to time.
- 10.3 Unless otherwise provided in these Terms of Use, all notices by you to D&D must be in writing and sent to D&D at: [fci-admin@dyedurham.com](mailto:fci-admin@dyedurham.com).



## APPENDIX “D” TERMS OF USE - TERRAFIRMA REPORTS

### 1. DEFINITIONS

- 1.1 “**Beneficiaries**” means those persons, as relevant, defined in Condition 5.1;
- 1.2 “**Client**” means the client of the Customer for whom the Customer has procured the Report;
- 1.3 “**Conditions**” means the Master Terms and these terms of use forming Appendix “D”, as amended by D&D from time to time;
- 1.4 “**Customer**” means the party that places the Order, directly or via a third-party provider of conveyancing searches;
- 1.5 “**Information Access Regime**” means any of the Freedom of Information Act 2000, Environmental Information Regulations 2004 and other associated legislation and guidance;
- 1.6 “**Loss of Value Protection**” means the insurance backed guarantee for coal and/or brine data, as outlined in the relevant Report, provided by Great Lakes Insurance SE (UK) to D&D, through CLS Property Insight Ltd.
- 1.7 “**Order**” means the order for the Report;
- 1.8 “**Report**” means a report in any media or a data result, prepared by D&D in respect of the Site; and
- 1.9 “**Site**” means the site specified in the Order.

### 2. CONDITIONS

- 2.1 The Customer agrees that by placing an Order it accepts these Conditions.
- 2.2 Following receipt of the Order, D&D agrees to supply the Report to the Customer.
- 2.3 Supplementary terms and conditions shall be applicable to D&D Reports prepared by D&D and a copy is available within the back of each report.
- 2.4 These Conditions govern the Order to the exclusion of any other terms and conditions which may be supplied by the Customer or anyone else, and any terms which may be implied by law or custom and practice (to the maximum extent permitted by law).
- 2.5 In the event of any conflict between the terms of the Order and these Conditions, these Conditions shall take precedence.

### 3. CHARGES

- 3.1 The Customer shall pay D&D's charges for the Report at the rate set out on D&D's website, including any Value Added Tax which may be payable.
- 3.2 The Customer shall pay D&D's charges for the Report without any set off, deduction or counterclaim and within 30 days of the date of D&D's invoice.
- 3.3 If the Customer fails to make any payment on the due date, D&D shall be entitled to charge interest on overdue amounts at 2% per annum above the Lloyds Bank plc base rate (as varied from time to time) from the due date until payment in full is made (whether before or after judgement).



## 4. REPORTS

- 4.1 The Customer shall rely on its own skill and judgement in determining the suitability of the Report for its own purpose and use and always with reference to "Limitations" in the "Further Information" section of each report.
- 4.2 D&D acknowledges that in providing the Report it owes a duty of care to the Customer and to the Beneficiaries and shall use all reasonable care, skill and diligence in the preparation of the Report.
- 4.3 The Customer acknowledges and agrees that the Report is provided on the following basis:
- (a) D&D does not warrant the accuracy or completeness of information, map and data supplied in the Report or Order process, as they are derived from third party sources;
  - (b) D&D does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted;
  - (c) D&D does not guarantee that all risks, features or past, current and future uses which may affect the Site will be identified in the Report;
  - (d) in preparing the Report, D&D shall not verify the data or information by a physical inspection of the Site, unless previously agreed in writing; and
  - (e) the Report is only intended for business purposes and for use or interpretation by professional persons skilled in the use of property-related information.
- 4.4 The Customer shall on receipt of the Report carry out a reasonable inspection to satisfy itself that there are no apparent defects or failures with respect to the description and location of the Site and shall promptly inform D&D if there are.
- 4.5 The Customer and the Beneficiaries are each entitled to make up to six printed copies only of the Report. Copies of the Report may be provided for information purposes only to a person who is considering whether to acquire or hold an interest in the Site or to provide funding in relation to the Site. Further copies may not be made in whole or in part without the written permission of D&D who shall be entitled to make a charge for each additional copy.
- 4.6 The Customer shall (and shall procure that the Beneficiaries shall):
- (a) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to D&D or any third party from the Report;
  - (b) not create any product which is derived directly or indirectly from the information and data contained in the Report or combine the Report with or incorporate it into any other information, data or service; and
  - (c) not re-format, add to or otherwise change any data or material contained in the Report.
  - (d) not store or use the Report in any way which would facilitate its use in providing such information as contained in the Report in relation to the Site, a different Site or a different Client.
- 4.7 Sections 4.5 and 4.6 shall not prevent the Customer and those Beneficiaries who are acting in a professional capacity from providing written advice based upon the Report to other Beneficiaries.
- 4.8 The Customer and the Beneficiaries shall notify D&D as soon as they become aware of any requirement to disclose, publish or disseminate any information contained in the Report in accordance with the Information Access Regime, and they shall, where possible, consult with D&D prior to disclosure;
- 4.9 The mapping contained in the Report and the Order service is protected by Crown Copyright and must not be used for any purpose outside of this context.



## 5. LIABILITY

- 5.1 D&D shall be liable, subject to Section 5.2, to the Customer and the Beneficiaries only, for loss caused by the negligence of D&D in its mapping of the Customer's plan of the Site onto the D&D system or in its interpretation of information or mapping supplied by third parties.
- 5.2 D&D shall not be liable in any other circumstances, including, without limitation:
- (a) for any error in the Report resulting from inaccuracy, corruption or omission of information and data provided by a third party, the Customer or any Beneficiary, or from computer malfunction or corruption of data whilst in the course of processing, except to the extent that D&D should reasonably have been alerted to such error;
  - (b) for loss of profits, loss of contracts or other indirect or consequential loss or damage resulting from any error or omission by D&D in the provision of the Report;
  - (c) if the Report is designed specifically for property used for residential purposes, but is relied upon for property used for commercial purposes, or if the Report is relied upon for property more extensive than the Site;
  - (d) for any third-party service obtained or purchased in connection with the Report, including, but not limited to, consultancy reports, risk models, risk assessments and professional opinions; or
  - (e) for any insurance policy purchased in connection with any risk identified in the Report. Independent advice should be sought as to which insurance policy is suitable.
- 5.3 Any party, other than the Customer or the Beneficiaries, who relies on the Report does so entirely at its own risk, including, without limitation, any insurers. D&D accepts no responsibility and shall not be liable to any such party for any loss caused as a result of reliance upon the Report.
- 5.4 D&D shall use reasonable endeavours to meet any reasonable deadlines requested by the Customer. However, time shall not be of the essence in respect of the provision of the Report, and D&D shall not be liable for any delay, interruption, or failure in performance of its obligations arising from circumstances outside its control, including, without limitation: war, flood, riot, Act of God, strike or other labour dispute, suspension or delay of service at public registries, lack of power, telecommunications failure or overload or computer malfunction.
- 5.5 Subject to Section 5.7 below, D&D's aggregate liability arising out of the provision of the Report in contract, negligence or otherwise, for damages or loss sustained or incurred by the Customer and the Beneficiaries shall be limited (except in relation to fraud, death or personal injury) to an aggregate amount in respect of each Report not exceeding £10 million. For the avoidance of doubt, if multiple parties make use of the Report, the limit referred to above applies to all users of that Report in aggregate.
- 5.6 D&D's liability under the Conditions for the Report shall cease upon the expiry of six years from the date when the Customer or any of the Beneficiaries became aware that it may have a claim in respect of the Report, provided always that there shall be no liability at the expiration of twelve years from the date of the Report. For the avoidance of doubt, any claims in respect of which proceedings are notified to D&D prior to the expiry of the time periods referred to in this Condition shall survive the expiry of those time periods.
- 5.7 D&D undertakes for the duration of the 12-year period of liability provided for by Section 5.6 to maintain Professional Indemnity Insurance in respect of the preparation of the Report with a liability limit of not less than £10,000,000 in respect of each Report, provided that such insurance is available at commercially reasonable rates (and, if not, then at the next highest limit which is available in the market at commercially reasonable rates). Details of Professional Indemnity Insurance shall be made available to the Customer on request.
- 5.8 In the case of every Report (except Commercial No Coal Certificate, Commercial Regulated Coal Report and Commercial Regulated Coal Extra Report) D&D undertakes to maintain Loss of Value Protection in respect of the loss in market value of a property directly attributable to any inaccurate/changes in the coal and/or brine



data revealed in a subsequent search report. The liability limit shall be not less than £100,000 in respect of each Report, provided that such insurance is available at commercially reasonable rates. Details of the Loss of Value Protection shall be made available to the Customer on request as well as a summary, in the back of the Report. The proceeds of any successful claim under Loss of Value Protection will be paid in full to the Customer (or Beneficiaries as appropriate). D&D shall have no separate liability in respect of claims covered by the Loss of Value Protection.