

STANDARD TERMS AND CONDITIONS

1. Definitions:

In these Terms, the following words shall have the following meanings:

- 1.1 *"Business"* means an individual, company, partnership or other organisation who accesses the website and uses the Services in the course of their business, trade, or profession and not as a Consumer.
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- 1.2 *"Client(s)"* means the buyer, seller, lender or lessee (or potential seller, buyer, lender or lessee) in respect of the Property who is the intended recipient of the Report.
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- 1.3 *"Company"* means a company registered at Companies House in respect of which iCompile has been instructed to provide a service.
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- 1.4 *"Consumer"* means any recipient of the Services for personal use and excludes any Business recipient.
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- 1.5 *"Intellectual Property Rights"* means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
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- 1.6 *"Literature"* means iCompile's brochures, price lists and advertisements in any type of media, including the website content.
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- 1.7 *"Order"* means the request of Services by you.
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- 1.8 *"Property"* means an address or location for which iCompile is engaged to provide a service.
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- 1.9 *"Report"* means the reports prepared by iCompile in respect of the property or the Order.
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- 1.10 *"Service(s)"* means the supply of Services by iCompile to you, including but not limited to property searches, reports and photographs, company searches, trademarks, AML ID checks and domain name searches and other Services from time to time. This includes our instructions to a Supplier on your behalf and the dissemination of information subsequently provided by the Supplier.
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- 1.11 *"Supplier"* means any organisation or third-party who provides data or information of any form to iCompile for the purposes of providing the Services.
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- 1.12 *"Terms"* means these Terms and conditions of business.
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- 1.13 *"VAT"* means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
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- 1.14 *"Website"* means our website which is located at www.icompile.co.uk.
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- 1.15 *"We", "Us", "Our"* and *"iCompile"* are references to iCompile Searches Limited, a company incorporated in England and Wales with registered number 07880927 and whose registered office is 2 Dudley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XP. VAT number: 127 4962 94.
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- 1.16 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the website or places an Order.
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2. Agreement:

- 2.1 The Agreement between you and iCompile shall come into existence when we accept your completed Order by either sending you written confirmation or starting to provide you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected prior to work commencing.
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- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier Terms and conditions (where iCompile is placing Orders for searches as your agent), shall govern the Agreement to the exclusion of all other Terms and conditions. You should print a copy of these Terms for future reference.
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- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and you agree to be bound by these Terms when you place any Order.
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- 2.4 These Terms together with the literature and Order comprise the whole Agreement relating to the supply of the Services to you by iCompile.
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- 2.5 If You are not a Consumer you acknowledge that you have not relied upon any representations save insofar, as the same have been expressly incorporated in these Terms and you agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
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- 2.6 If you are a Consumer then, while we accept responsibility for statements and representations made by our duly authorised agents, please ensure you ask for any variations from these Terms to be confirmed in writing.
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3. Services:

- 3.1 iCompile shall use reasonable care and skill in providing the Services to you and shall use only established and trusted Suppliers where obtaining information or data from third parties in accordance with the Search Code.
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- 3.2 To the best of our knowledge, neither the person who prepared this report, nor the person who carried out the search has any current or previous, or business relationship with any person involved in the sale of the property, being the subject of this report.
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- 3.3 We reserve the right to make any changes to the Services described in our literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
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- 3.4 Our Services are provided solely for your use, or the use of your Clients on whose behalf you have commissioned the Services, and shall not be used or relied upon by any other party, without our prior written consent.
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- 3.5 You hereby agree that we will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the fourteen-working-day period set out in clause 5.3.
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4. Price and Payment:

- 4.1 The price payable for the Services shall be in pounds sterling and inclusive of VAT as set out in the Literature or Order, as applicable.
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- 4.2 Payment is due in full from you within 30 days of the date of our invoice (or as otherwise contracted). We will invoice you following the provision of the Service(s) or as otherwise notified to you at the point of Order or as set out in the Literature.
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- 4.3 iCompile reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
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- 4.4 If you fail to pay our invoice on or before the due date, we may charge you interest on the overdue payment at the prevailing statutory rate pursuant to the late payment of commercial debts (Interest) Act 1998 until the outstanding payment is made in full.
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5. Cancellation of Services:

This Term 5 only applies if you are a Consumer:

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in term 5.3.
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- 5.2 *This cancellation right does not apply:*
- 5.2.1 In the case of goods made to your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
- 5.2.2 Where we have started to work on the Services with your Agreement (given in Term 3.4).
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- 5.3 As a Consumer, your right to cancel the Agreement starts on the date the Agreement is formed. You have 14 working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 5.2 do not apply, then you will receive a full refund of any price paid by you. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
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- 5.4 To cancel the Agreement, you must contact us in writing by sending an email to info@icompile.co.uk.
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- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3). You will remain liable for any costs, expenses and disbursements incurred by us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.
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6. Termination:

- 6.1 *iCompile may suspend or terminate the Agreement with you without any liability to you with immediate effect, if at any time:*
- 6.1.1 You fail to make any payment due in accordance with Term 4;

6.1.2 if you repeatedly breach or commit, or cause to be committed a material breach of these Terms, or;

6.1.3 You commit a breach and you fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If an Agreement is terminated under this term 6 and you have made an advance payment, we will refund you a reasonable proportion of the balance as determined exclusively by us having regard to the value of Services already provided to you.

7. Events Beyond Our Control:

7.1 We reserve the right without notice or liability to you, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services Ordered by you if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

8. Warranties and Limitation of Liability:

8.1 Subject to Term 9 and Term 10 (as applicable), we provide warranties and accept liability only to the extent stated in this Term 8.

8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.

8.3 Unless otherwise indicated on the front page of the Report, we confirm that any individuals within our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.

8.4 In providing the Services, you acknowledge and accept that:

8.4.1 Our only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Search Code and to use all reasonable endeavours to provide the Services within the timescale set out in the literature.

8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.

8.4.3 We cannot warrant or guarantee that the website or any website linked to or from the website will be uninterrupted or error free or free of viruses or other harmful components and furthermore;

8.4.4 We also cannot warrant the performance of any linked internet service not operated by iCompile. Accordingly we shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to computer equipment, software, data or other property resulting from access to, use of or browsing of the website; or as a result of downloading any material, data, text, images, video or audio from the Website.

8.4.5 Any Services other than our Services, which are advertised in the literature are for information only, and

we are not responsible for any such Services which you may use as a result of our recommendation or otherwise. Any such third party Services may be subject to the Terms and conditions of the relevant third party service provider.

8.5 In connection with the Report you undertake to make a reasonable inspection of any results set out therein to satisfy yourself that there are no defects or failures. In the event that there is a material defect you will notify us in writing of such defect as soon as possible after its discovery.

8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from iCompile as may reasonably be required) and only if such a claim cannot be made against the Supplier, will you make a claim against iCompile.

9. Our Liability:

If you are a Business, this Term 9 only applies if you are contracting as a Business, not as a Consumer

9.1 We only supply the Reports for use by you and your Clients, and you agree not to use the Reports for any resale purposes unless you have obtained our prior written consent.

9.2 Nothing in these Terms limits or excludes our liability for:

9.2.1 Death or personal injury caused by our negligence.

9.2.2 Fraud or fraudulent misrepresentation.

9.2.3 Any loss or damage sustained as a direct consequence of our negligence.

9.2.4 Breach of the Terms implied by *Section 12 of the Sale of Goods Act 1979 (title and quiet possession)* or;

9.2.5 Defective products under the *Consumer Protection Act 1987*.

9.3 Subject to Term 9.2, we will under no circumstances whatsoever be liable to you (or any other party entitled to rely on the Reports), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

9.3.1 Any loss of profits, sales, business or revenue;

9.3.2 Loss or corruption of data, information or software;

9.3.3 Loss of business opportunity;

9.3.4 Loss of anticipated savings;

9.3.5 Loss of goodwill; or

9.3.6 Any indirect or consequential loss.

- 9.4 Subject to Term 9.2 and Term 9.3, Our total liability to You in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5 million.
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- 9.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to these Reports, and we will not be responsible for ensuring that the Reports are suitable for your purposes.
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10. Our Liability if you are a Consumer:

This Term 10 only applies if you are a Consumer

- 10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Agreement.
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- 10.2 We only supply the reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
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- 10.3 *We do not in any way exclude or limit liability for:*
- 10.2.1 Death or personal injury caused by our negligence;
 - 10.3.2 Fraud or fraudulent misrepresentation;
 - 10.3.3 Breach of the Terms implied by *Section 12 of the Sale of Goods Act 1979 (title and quiet possession)*;
 - 10.3.4 Any breach of the Terms implied by *Sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples)*; and
 - 10.3.5 Defective products under the *Consumer Protection Act 1987*.
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- 10.4 We have obtained insurance cover in respect of our own liability for individual claims not exceeding £5 million per claim. Our liability is therefore limited to £5 million in respect of any single claim, event, or series of related claims or events and you are responsible for making your own arrangements for the insurance of any excess loss.
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11. Intellectual Property Rights:

- 11.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either iCompile or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to you in respect of the Intellectual Property Rights.
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- 11.2 You agree to indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of you including an Ordnance Survey plan within the Order.
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12. Insurance:

- 12.1 Our insurers are Royal & Sun Alliance – *St Marks Court, Horsham, West Sussex, RH12 1XL*. The level of cover provided by them for our Professional Indemnity Insurance is £5 million.
- 12.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports.
- 12.3 Our Regulated Local and Regulated Drainage Search products contain an additional Insurance which indemnifies each property on a specific basis, for up to £2m in any single claim.

13. Complaints:

- 13.1 Full details of our complaints procedure are set out on our website. We will deal with any complaints made by you in accordance with our complaints procedure.
- 13.2 As per our complaints procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to our complaints procedure, you may refer your complaint to The Property Ombudsman Scheme.
- The Property Ombudsman Scheme's website is www.tpos.co.uk
 - The Property Ombudsman Scheme's email address is admin@tpos.co.uk
- 13.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.

14. General:

- 14.1 You shall not be entitled to assign the Agreement or any part of it without our prior written consent.
- 14.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect your rights under the Agreement.
- 14.3 The parties to these Terms do not intend that any term of our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 14.4 Failure or delay by us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of our rights under the Agreement.
- 14.5 Any waiver by us of any breach of, or any default under, any provision of the Agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other Terms of the Agreement.
- 14.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

- 14.7 Unless otherwise stated in these Terms, all notices from You to iCompile or vice-versa must be in writing and sent to our registered address as stipulated in Term 1.15 (or as updated from time to time) or your address as stipulated in the Order.
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- 14.8 Any personal information which you provide to us will be held in accordance with the Data Protection Act 1998 and other applicable regulations and only used in accordance with Our Privacy Policy (details of which are set out on Our Website).
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- 14.9 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.
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END OF TERMS AND CONDITIONS

