

TERMS AND CONDITIONS

1. General:

1.1 By electronically accepting these terms and conditions you agree to be bound by the terms and conditions contained herein in relation to the Services

1.2 The Company reserves the right to decline the provision of the Services to any Customer and will endeavour to notify the Customer of such decision in writing or electronically within seven (7) days of the Company's receipt of the signed terms and conditions or of the Customers electronic acceptance of them, following which neither party shall be under any further obligation to the other

1.3 The Company reserves the right to amend these terms and conditions from time to time by posting the amended version of the terms and conditions on the Website. The amended version will be in effect for any new orders placed after the posting of any amended terms and conditions

2. Definitions:

In these terms and conditions, the following definitions shall apply:

"Company" means iCompile Searches Limited of T2 Dudley Court North, Waterfront East, Merryhill, West Midlands, DY5 1XP (Registration number 07880927)

"Customer" means the customer or individual ordering from our website / platform

"Charges" means the charges for the Services

"Data Provider" means a third party source to whom the Company submits a Search Request or from whom the Company obtains data

"Search Request" means a request from the Customer in the required form to the Company for information in respect of specified property

"Search Results" means any information, data or other materials provided by the Company or the Data Provider in response to a Search Request from the Customer

"Services" means:

(i) the provision of assistance to the Customer in identifying applicable property and/or identifying and processing searches in relation to particular property; and/or (ii) delivering Search Requests received to selected Data Providers and returning Search Results to our website for retrieval by the customer, including but not limited to Personal Search requests, drainage and water searches and Land registry documents.

"Website" means the website or platform of the Company from which the Customer can make Search Requests and view their progress.

3. Rights Granted and Services Provided:

In consideration of the mutual rights and obligations of the parties:

3.1 The Company shall:

3.1.1 Provide the Services to the Customer;

3.1.2 Search Results will be available for the Customer to retrieve via the Internet.

3.2 The Customer shall be permitted to:

3.2.1 Make and store electronic or hard copies of the Search Results for its own internal purposes;

3.2.2 Incorporate the Search Results into written advice prepared by the Customer in the normal course of its business; and

3.2.3 Disclose the Search Results in the normal course of the Customer's business to:

3.2.3.1 The client of the Customer for whom the Search Request was made;

3.2.3.2 A person (or persons) who is/are acquiring (or is/are considering acquiring) an interest in or charge over the property to which the Search Results relate; or

3.2.3.3 Any person who acts in a professional or advisory capacity for any person in Clause 3.2.3.2.

4. Charges, payments and cancellations:

4.1 The Charges will be confirmed at the point the order is submitted and will appear on the Customer's screen prior to submission

4.2 Unless otherwise indicated, all Charges are subject to Value Added Tax at the prevailing rate at the time of order

4.3 The Company reserve the right to alter the Price List from time to time and will be shown prior to the Customer submitting an order

4.4 The Customer will be charged for the provision of the Services when the relevant key to confirm the request for the Services is pressed or (in any other case) when the Customer agrees to proceed with the request for Services after being informed of the Charges

4.5 The risk of input or submission of information is with the Customer. The Customer entering an incorrect address or requesting searches in error will not remove or limit the Customer's obligation to pay the Charges in respect of any Search Request

4.6 The Company will either manually or electronically (at its discretion) invoice the Customer at the address provided by the Customer on the registration form in line with the Company's standard account facility

4.7 All payments must be made within 14 days of the date of invoice unless specifically confirmed in advance

4.8 The Company shall be entitled to charge the Customer interest at 8% over the base rate of Barclays Bank PLC from time to time in force in respect of any invoices not so discharged and reserves the right to suspend or discontinue the Services without notice to the Customer until such invoices have been paid in full

4.9 Once an order is submitted it cannot be cancelled. Payment in respect of disbursements, are made in advance and it is therefore not possible to cancel orders after they have been submitted

5. Liability:

5.1 The Company does not exclude or restrict its civil liability for personal injury or death caused by negligence or any other liability the exclusion or restriction of which is expressly prohibited by law

5.2 The Customer acknowledges and accepts that the Company only provides the Services to it on the express condition that the Company will not be responsible for nor shall it have any liability to the Customer, the Customer's clients or any other third party directly or indirectly whether in contract tort or otherwise for:

5.2.1 Inaccuracies or errors in or omissions from any Search Results provided by a Data Provider, Search agent or third party;

5.2.2 Inaccuracies or errors in or omissions from any register or other information source maintained or used by a Data Provider, search agent or third party; or

5.2.3 Any act or omission of the Company or a Data Provider

5.3 Without prejudice to Clause 5.2 and subject to the foregoing provisions, the Company shall not be liable for any loss or damage sustained by the Customer, the Customer's clients or any other third party directly or indirectly whether in contract tort or otherwise making use of or relying on the Search Results including but not limited to any loss or damage resulting as a consequence of:

5.3.1 Any failure by the Customer to have in place all necessary means of receiving the Search Results, the maintenance of Internet access, appropriate email facilities and security measures; or

5.3.2 The company accepts no liability whatsoever for services assigned to a data provider in respect of any search request including but not limited to;

5.3.2.1 Inaccuracies or errors in or omissions from any Search Results; or

5.3.2.2 Any Search Request which is inaccurate, incomplete, illegible, out of sequence or in the wrong form or in respect of the wrong property or arising from late arrival or non-arrival thereof, unless and then only to the extent the loss and damage sustained shall be a direct consequence of the negligence of the Company

5.4 The Customer acknowledges and accepts:

5.4.1 That electronic information sent via the Internet can be affected by errors in transmission, destructive programs and or information introduced maliciously by third parties such as viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Whilst the Company will use its reasonable endeavours to procure that such destructive programs are restricted it is not liable for the presence of such programs in the Search Results except to the extent to which the presence of destructive programs is caused by the failure of the Company to use such reasonable endeavours; and

5.4.2 That the Company has no control over the Internet or documentation transmitted by email or via the Internet. The Services do not include protection for or privacy of such information

5.5 Subject to Clause 5.1, the Company shall not have any liability to any third party except in accordance with the Company's terms and conditions or except as otherwise expressly agreed in writing by the Company

6. Warranties:

6.1 The Company warrants that:

6.1.1 The Services will be performed with reasonable skill and care

6.1.2 It is authorised to provide the Services on these Terms and Conditions; and

6.1.3 The provision of the Services will not infringe any third party rights.

6.2 The Company does not warrant that:

6.2.1 The Services will meet the Customer's individual requirements and the Customer acknowledges that it is the responsibility of the Customer to ensure that the Services and Search Requests (including without limitation the property identification) meet its requirements

6.2.2 Any information provided by a Data Provider will be accurate or complete, but the Company shall, if so reasonably requested and where possible, assign to the Customer at the Customer's cost the benefit of any warranty, guarantee or indemnity given by such Data Provider to the Company

6.3 The Customer warrants that:

6.3.1 The information supplied by the Customer when completing and submitting the Customer Information form is true, accurate and complete and that it will notify the Company in writing of any changes in such information; and that

6.3.2 It/he/she:

6.3.2.1 Will not allow any third party to use the Website; and

6.3.2.2 Is authorised to receive the Services on these Terms and Conditions; and

6.3.2.3 In its use of the Services will comply with all applicable laws, regulations and codes of practice; and

6.3.2.4 Will keep confidential and secure all user names and passwords used in relation to the Services and accepts that use of a user name and password allocated to a Customer shall constitute sufficient authority to the Company to perform the Services and be entitled to payment for so doing; and

6.3.2.5 Will obtain and maintain suitable equipment including hardware, software and communication links necessary to allow the Customer to access the Services and receive electronic communications from the Company

6.4 These Terms and Conditions are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law

7. Intellectual Property Rights:

7.1 All intellectual property rights to any Search Results provided to the Customer by the Company shall at all times remain the property of the Company, the Company's licensors or the relevant Data Provider. The Customer undertakes that it shall not at any time make any copy of any such material or otherwise deal with such material or disclose the same whether directly or indirectly to any third party except in accordance with these Terms and Conditions

7.2 The Search Results provided in electronic or hard copy form will include the Company's logo and name, and the logos and names of its licensors. Such documentation shall not be altered or adulterated so as to remove reduce in size or obliterate such logos and names

8. Assignment:

The right to be provided with the Services is personal to the Customer and is not transferable. In no circumstances is access to the Services to be permitted, facilitated or resold by the Customer to any other person or entity

9. Termination:

9.1 Where the Customer is a consumer within the meaning of The Consumer Protection (Distance Selling) Regulations 2000 ("the Regulations"), then Regulation 10 thereof gives the Customer the right to cancel this agreement within seven business days after the day on which the contract with the Company is concluded unless in the meantime the Company has been requested to and commences performance of the Service. By transmitting or otherwise submitting a Search Request to the Company the Customer confirms that it requests and agrees to the Company commencing the Services and acknowledges that the processing by the Company of the Search Request constitutes commencement by the Company of the performance of the Service and accordingly the Customer has no right thereafter to cancel this contract for services pursuant to the Regulations

9.2 This licence may be terminated by either party at any time on giving 30 days written notice to the other party.

9.3 This licence may be terminated by either party forthwith if the other party is in material breach of its obligations hereunder

9.4 Upon termination the Company will continue to provide to the Customer the Search Results paid for before the date of such termination

10. Force Majeure:

10.1 Neither party shall be responsible for delays or failures in performance resulting from Force Majeure.

10.2 The operation of this Agreement shall be suspended during the period and only during the period in which the Force Majeure continues to have effect

10.3 For the purposes of these Terms and Conditions, "Force Majeure" means any event or series of events beyond the reasonable control of either party and which could not have been prevented or overcome by the exercise of due care, caution and diligence by the party affected. Events beyond the reasonable control of the parties shall include (without limitation):

10.3.1 Act of God, storm, flood, epidemic or other natural physical disaster; and

10.3.2 Accidents, fire, explosion; and

10.3.3 Any war or preparation for war, hostilities, revolution, riot or civil disorder, insurrection, terrorism; and

10.3.4 Failures of public utility supplies (electricity, post, telecommunications) or general failure of the Internet; and

10.3.5 The introduction of, or any amendment to, a law or regulation, or any change in its interpretation or application by any authority; and

10.3.6 Any breach of contract, termination of contract, default by, or insolvency of, a third party on whom the Company relies for the provision of the Services other than a company in the same group as the Company or an officer or employee of the Company or of such a company

11. *Applicable Law:*

The construction validity and performance of this Agreement shall be governed by English law and the Customer irrevocably submits to the exclusive jurisdiction of the English Courts

12. *Acquiescence, Forbearance & Waiver:*

12.1 The parties agree that:

12.1.1 For a waiver of any right to be effective it must be given expressly in writing by a duly authorized representative

12.1.2 Any acquiescence to a breach or forbearance to enforce a right does not consent to the breach nor prejudice enforcement of the right unless the consent or forbearance is given expressly in writing by a duly authorised representative

12.1.3 Any other form of purported acquiescence, forbearance, consent or waiver will not be of any effect.

12.1.4 No failure or delay on the part of either of the parties to exercise any right or remedy under this agreement is to be construed or to be treated as a waiver of or bar to the exercise or enforcement of the right or remedy

12.1.5 Any effective waiver or acquiescence to or forbearance in any breach of any provision of or to the exercise or enforcement of any right or remedy is not to be taken or held to prejudice the subsequent enforcement or exercise of a right remedy or provision

13. *Notices:*

13.1 Any notice to be given under this Agreement must be in writing signed by a duly authorised representative of the relevant party

13.2 All notices, documents, communications and any other data to be provided under this Agreement must be in the English language unless otherwise agreed

13.3 Notices are to be sent to the address of the other party as given herein or to such other address as that party may have previously notified to the party giving notice as its address for such service

13.4 Notices can be delivered (properly addressed) by registered post or by hand

13.5 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement

13.6 In the absence of acknowledgement of receipt from the recipient party proof of delivery of a notice remains with the sender

14. *Third Parties:*

14.1 These Terms and Conditions are not intended to, and do not, give any person who is not a party to the agreement between the Company and the Customer any rights to enforce any provisions contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999