

# TERMS & CONDITIONS FOR THE PROVISION OF PROPERTY INFORMATION PRODUCTS

The property information products referred to in this document are provided by United Legal Services Limited of the Old Grammar School, Church Road, Thame, OX9 3AJ (Company Number: 4594095)

## 1. SCOPE OF CONTRACT

1.1 These terms and conditions and any Quote (together the "Agreement") shall govern the relationship between United Legal Services and the Customer for the provision of the Property Information Products, including, to the exclusion of all other terms and conditions, any oral or written quotation, purchase order, acceptance or acknowledgement of an order by the Customer, any specification not set out in the Agreement or any other document (whether or not referred to in the Agreement) or any purported attempt by the Customer to impose or incorporate its own terms and conditions.

1.2 All descriptive matter, specifications, advertising and promotional material issued by United Legal Services and any descriptions or illustrations contained in United Legal Services' catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Property Information Product described in them, and shall not form part of the Agreement.

1.3 In these terms and conditions: (i) any terms in the singular shall include the plural and vice versa; (ii) the words "include" "including" "in particular" or "excluding" or the like will not be construed as a terms of limitation, (iii) any reference to a "Clause" means a clause of these terms and conditions; (iv) the headings are included for convenience only and may not be used in construing or interpreting these terms and conditions.

1.4 "Business" means where the Customer is either (i) a company, partnership or sole trader or (ii) individual(s) acting other than as Consumers for example Solicitors who are requesting the Service as they are undertaking conveyancing on a property;

1.5 "Consumer" means where the Customer is an individual or individuals who are proposing to purchase a Property exclusively or primarily for their own private use;

1.6 "Customer" means person and/or legal entity identified in the Quote who will be the recipient of the Property Information Product and shall be responsible for payment of the Fee.

1.7 "Fee" means the sum(s) set out in the Quote which are payable by the Customer in return for the Property Information Product;

1.8 "Property Information Product" means a written report summarising the search(es) and/or other information required by a Customer about a property to be purchased as set out in the Quote; and

1.9 "Quote" means the written quotation issued by United Legal Services to the Customer setting out the search(es) and/or information to be supplied as the Property Information Product and the Fee; and

1.10 "Search Provider" means the third party responsible for providing the search(es) and information required as part of a Property Information Product.

In these terms and conditions, any clauses which state they are for Consumers or for Businesses, that clause applies only to that group of Customers.

## 2. QUOTATIONS

2.1 The parties confirm that all Quotes provided by United Legal Services to the Customer are not an offer capable of acceptance. Upon receipt of a Quote from United Legal Services, the Customer may order the Property Information Product (in writing) in accordance with the Quote and any such order shall be deemed to be an offer by the Customer to purchase the Property Information Product subject to these terms and conditions. No such order placed by the Customer shall be deemed to be accepted by United Legal Services until a written confirmation of the order ("Confirmation") is sent to the Customer.

2.2 Unless previously withdrawn or United Legal Services specify otherwise in writing, Quotes are valid for a period of 14 days only from the date of issue. If, after such a period, United Legal Services, at the Customer's request, agrees to supply the Property Information Product

detailed in such a lapsed Quote these terms and conditions shall apply to such lapsed Quote.

## 3. FEES AND PAYMENT

3.1 The Fees shall be calculated as set out on the Quote and Confirmation, and, if not set out on the Quote and/or Confirmation, calculated in accordance with United Legal Services' then current rates as published from time to time and as available on request.

3.2 Although United Legal Services use reasonable endeavours to ensure the Quote and Confirmation are accurate, they should be regarded as indicative only; because:

- (i) all information on which United Legal Services base the Quote and Confirmation (for example the nature of the property's title) is provided to United Legal Services by the Customer and third parties and United Legal Services cannot and do not undertake to verify each and every item of information before producing the Quote and Confirmation; and
- (ii) additional unquantifiable third party charges may be necessarily incurred.

3.3 If the cost of providing the Property Information Product will be more than the Quote or Confirmation, United Legal Services will contact the Customer to obtain the Customer's authority to proceed with the Property Information Product at the additional cost. If the Customer does not wish United Legal Services to proceed at the additional cost United Legal Services will provide the Customer with the incomplete set of documents ordered at the price of the Confirmation and the Property Information Product shall be deemed to have been provided in full.

3.4 Any invoices issued by United Legal Services to the Customer are payable by the date for payment as set out on that invoice.

3.5 Unless otherwise agreed by United Legal Services in writing, United Legal Services will not order the commencement of any searches or information retrieval for the Property Information Product until the Fees have been paid in full. As United Legal Services will order the Property Information Product upon payment of the Fees, the Fees are non-refundable.

3.6 Without prejudice to any other rights of United Legal Services, interest will be payable on all amounts which are overdue for more than thirty days at three per cent above Barclays Bank Plc base rate from time to time calculated from the due date for payment until the date of actual payment.

3.7 Without prejudice to any other rights United Legal Services may have, United Legal Services may suspend its provision of any Property Information Products to the Customer, during any period in which any invoices or other payments due (whether or not under this Agreement) to United Legal Services remain overdue, including any interest payable thereon.

## 4. PERFORMANCE

4.1 United Legal Services will or will procure that a Search Provider, provide

- (i) the Property Information Product (or any part of it) accurately and sufficiently and using reasonably skill and care; and
- (ii) the Property Information Product to the Customer by or within any date or period set out in the Confirmation, but such dates or periods are estimates only given in good faith and United Legal Services will not be liable for any failure to complete or deliver by such dates or within such periods. Time for delivery of the Property Information Product will not be of the essence nor may be made of the essence by notice. In any event, or if no dates or periods are so specified, performance or delivery will be within a reasonable time.

**4.2** Where the Customer wishes to change the scope of the Property Information Product, including any dates for delivery it shall put such request in writing to United Legal Services. United Legal Services shall confirm in writing whether it will be able to comply with the request and set out any changes to the Fees or dates of delivery. The Customer will then have 2 working days to confirm in writing to United Legal Services whether it wishes to go ahead with the requested change. For the avoidance of doubt, although United Legal Services will endeavour to comply with reasonable requests by the Customer for such changes, it shall not be under any obligation to do so.

**4.3** The Customer shall provide United Legal Services with such information, cooperation, assistance and access to the relevant property, at the Customer's cost, as United Legal Services may reasonably require in connection with the provision of the Property Information Product. United Legal Services will not be responsible for any delays as a result of the Customer's failure to comply with the terms of this Clause. For example if the Customer delays giving United Legal Services access to the relevant property or relevant information required for United Legal Services to provide the Property Information Product.

**4.4** Neither party shall be liable for any breach of its obligations under the Agreement due to any cause beyond its reasonable control ("**force majeure**") provided the party concerned has acted reasonably and prudently to prevent and to minimise the effect of such causes. For the avoidance of doubt where the Customer suffers a force majeure event, the Customer shall still be liable to pay any Fees which become due and payable for Property Information Product provided by United Legal Services during the event of force majeure and where United Legal Services suffers a force majeure event, the Customer shall not be liable to pay for the Property Information Product to the extent it is not provided by United Legal Services. Should an event of force majeure continue without interruption for 3 months or more, then either party may by notice to the other, cancel the Agreement without incurring any liability for any resulting loss or damage.

## **5. SAFETY**

**5.1** The Customer undertakes that it will at all times provide a safe environment for any of United Legal Services' employees, agents or sub-contractors who pursuant to providing the Property Information Product attend the relevant property in person, or any other premises which are under the Customer's ownership and/or control. The Customer will comply with all statutory or other regulations and codes of practice in connection with such premises.

**5.2** Where the provision of the Property Information Product involves United Legal Services working on or with any materials provided by the Customer, it is a fundamental condition of this Agreement that the Customer shall ensure that such hardware, equipment or other materials shall not present either on their own or when handled in any manner which should be reasonably anticipated by the Customer, any hazardous situation whether to United Legal Services, its employees, agents or sub-contractors, or otherwise. In particular the Customer shall immediately inform United Legal Services of any suspected hazard including but not limited to those of a radioactive, explosive, toxic, carcinogenic, biological environmental or other nature. If any such hazards are identified during the course of the provision of the Property Information Product, United Legal Services reserves the right to terminate this Agreement immediately. Any costs or expenses incurred by United Legal Services up to the date of such termination and all loss or damage resulting from United Legal Services exposure to any such hazard (including the Fees for any searches or investigations conducted up to the time of termination) shall be payable by the Customer.

**5.3** The Customer will reimburse United Legal Services and United Legal Services' employees, agents and sub-contractors, in respect of any loss, damage, expense, claim or injury it may suffer as a result of any breach of this Clause 5.

## **6. CONFIDENTIALITY**

**6.1** Each party shall keep strictly confidential all information concerning the business of the other party (including any trade secrets and Intellectual Property Rights (patents, trade marks, registered designs and applications for same, copyright, design rights, know-how, trade and business names and any other similar protected rights in any country) received from or on behalf of the other party, or otherwise relating to the Agreement, and in each case which is of a secret or confidential nature ("**Confidential Information**").

**6.2** Each party undertakes to only use the other party's Confidential Information for the purposes envisaged by the Agreement. United Legal Services shall only disclose the Customer's confidential information to

such of its employees, agents and sub-contractors who have a reasonable need to know the same, and who are subject to a written equivalent obligation of confidentiality.

**6.3** The obligations of confidence contained in this Clause 7 shall not apply to any Confidential Information that the recipient party can reasonably prove (i) was in the public domain at the time of disclosure; (ii) was lawfully in its possession and was not acquired directly or indirectly from the other party or from a third party under an obligation of confidence (directly or indirectly) to the other party; (iii) is or becomes public knowledge by act or acts other than those of such party; and/or (iv) is required to be disclosed by law.

## **7. TERMINATION**

**7.1** The Agreement shall automatically terminate upon the complete delivery of the Property Information Product as set out on the Quote and Confirmation.

**7.2** The Agreement may be terminated for cause by either party, with immediate effect, from the date of service on the other of written notice if the other party is in breach of any material obligation under the Agreement and, if the breach is capable of remedy, that party has failed to remedy such breach within 28 days of receipt of notice so to do.

**7.3** Where the Customer is a Consumer, United Legal Services may terminate the Agreement immediately if a bankruptcy order is made against them (or any of them).

**7.4** Either party may terminate the Agreement if (i) an order is made or a resolution is passed for the winding up of the other party; or (ii) an administrator is appointed to manage the affairs, business and property of the other party; or (iii) a receiver is appointed of any of the other party's assets or undertaking or (iv) the other party makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.

## **8. WARRANTIES**

**8.1** United Legal Services warrants that (subject to the other provisions of the Agreement) it will (or will procure that a Search Provider will) use reasonable skill and care in providing the Property Information Product (or any part of it)

**8.2** If United Legal Services is in breach of the warranty in Clause 8.1 United Legal Services shall at its option either: (i) promptly provide the Property Information Product to the correct standard or (ii) refund the price of the those parts of the Property Information Product which have not been provided to the correct standard at the *pro rata* amount of the Fees.

**8.3** If United Legal Services complies with Clause 8.1 it shall have no further liability for a breach of the warranty in Clause 8.1 in respect of such Property Information Product.

**8.4 For Consumers only:** The warranty given in Clause 8.2 is given in addition to the Customer's statutory rights which cannot be excluded or limited by law and which the Customer can assert independently of this warranty. The Customer should contact its local trading standards office for details of these

**8.5 For Businesses only:** All warranties, conditions and other terms implied by statute or common law (save as expressly provided in the Agreement and for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Agreement.

**8.6** Any re-supplied Property Information Product under Clause 8.2 will be warranted by United Legal Services on the terms set out in this clause 8.

## **9. LIABILITY**

**9.1** United Legal Services accepts liability for death or personal injury caused by its negligence, where there shall be no limitation of liability). United Legal Services' liability for all other losses suffered by the Customer shall be assessed as set out in clauses 9.2, 9.3, 9.4 and 9.5 below.

**9.2** In the event of:

- (i) the Property Information Product (or any part of it) being inaccurate, insufficient, unreasonably delayed; and/or

- (ii) the Search Provider failing to use reasonable skill and care in providing the Property information Product (or any part of it)

then upon the reasonable request and cost of the Customer, United Legal Services shall bring a legal claim against the Search Provider for any losses suffered by the Customer, and shall pass on to the Customer any damages or other compensation received from the Search Provider in respect of those losses.

### 9.3 United Legal Services liability to the Customer:

- (i) under, or in connection with, this Agreement; and/or
- (ii) for or in connection with the Property Information Product  
(except to the extent caused by United Legal Services' negligence) shall be limited to the amount recovered by United Legal Services under Clause 9.2,

### 9.4 Except for its liability under Clauses 9.1 and 9.3, United Legal Services' total liability:

- (i) under, or in connection with, this Agreement; and/or
- (ii) for or in connection with the Property Information Product  
is limited to £1,000.

### 9.5 In claiming against United Legal Services for any losses, the Customer is expected to have acted reasonably, for example, with regard to:

- (i) how the losses were accrued – including steps taken to mitigate or to avoid losses occurring; &
- (ii) taking reasonable precautions to avoid loss (such as contacting United Legal Services promptly upon becoming aware of an issue).

## 10. GENERAL

**10.1 Sub-contracting** United Legal Services reserves the right to sub-contract the provision of the whole or part of the provision of the Property Information Product provided that the subcontract occurs without negatively affecting the rights and remedies of the Customer under the Agreement.

**10.2 Assignment:** Neither party may assign, transfer, or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

**10.3 Modification:** No variation or modification of the Agreement (including the specification of the Property Information Product) shall be valid unless in writing and signed by both parties.

**10.4 No Waiver:** The failure of either party to require the performance of any of the terms of the Agreement or the waiver by either party of any default under the Agreement will not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.

**10.5 Severability:** Should any provision of the Agreement be declared invalid for any reason, such decision will not affect the validity of any remaining provisions which will remain in force and effect. In any such event, the parties will negotiate in good faith to replace the invalid provision with a provision of equivalent economic effect.

**10.6 Status of the Parties:** Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties or to authorise either party to act as agent for the other and neither party shall have authority to act in the name or on behalf of or otherwise bind the other in any way.

**10.7 No Set Off:** The Customer shall pay all Fees to United Legal Services in full (without deduction or withholding more than a reasonable and proportionate amount except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against United Legal Services to justify withholding payment of more than a reasonable and proportionate amount of any such amount, in whole or in part).

**10.8 Third Parties** Nothing in these terms and conditions will be construed as conferring any rights on any person that is not a Party to

the Agreement, whether under The Contracts (Rights of Third Parties) Act 1999 or otherwise.

**10.9 Notices:** Any notices should be in writing and should be made by hand, by recorded delivery or by email or fax (for notices sent by and email a supporting physical copy must be sent on the same day by post) to such numbers as the parties may specify from time to time. Notices sent by hand, by fax or by recorded delivery post will be treated as having been received on the working day after the day upon which they were sent. Proof of fax transmission and of successful far-end receipt must be kept. Emails will only be treated as having been received when a non-automated response is obtained from the email recipient.

**10.10 Entire Agreement:** The Agreement constitutes the entire agreement and supersedes all previous verbal or written proposals and agreements between the Parties relating to the Property Information Product. The Customer shall have no remedy, and United Legal Services shall have no liability, in respect of any statement whether written or oral made to it upon which it relied in entering into the Agreement unless such statement was made by United Legal Services knowing that it was untrue or it was a statement as to a fundamental matter under the Agreement

**10.11 Governing Law:** These terms and conditions, the Agreement, all matters regarding the interpretation or enforcement of it (including non-contractual disputes or claims), and any other matters or disputes arising in connection with it or its subject matter, including the Property Information Product shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

**10.12 eConveyancer Panel:** where the Customer is or is represented by a firm of solicitors which is a member of United Legal Services eConveyancer legal panel, then by placing an order for the Property Information Product, such solicitor or firm of solicitors is confirming its acceptance of the Addendum to its eConveyancer legal panel agreement with United Legal Services, dated 1 October 2010.