

Date: 26-07-2016

Your reference: 143048

## Regulated Drainage and Water Search

### Property Searched:

21 SAMPLE STREET  
ABERTILLERY BLAENAU GWENT  
XX13 1X

Report Summary		
Q4	Does foul drainage from the property drain to a public sewer?	Yes.
Q5:	Does surface water from the property drain to a public sewer?	Yes.
Q6:	Is any sewer serving or which is proposed to serve the property subject to a current statutory adoption agreement or an application for such an agreement?	No.
Q7:	Does the public sewer map show any public sewer within the boundary of the property?	Yes.
Q13:	Is the property connected to mains water supply?	Water main available.

### Sewerage and Water Undertaker:

Dwr Cymru Welsh Water  
P.O. Box 4,  
Pentwyn Road  
Nelson  
Treharris  
CF46 6LY



H.M. LAND REGISTRY

TITLE i. J. M. I. L. E. R

WA41 2493<sup>1</sup>

ORDNANCE SURVEY  
PLAN REFERENCE

S0220'4

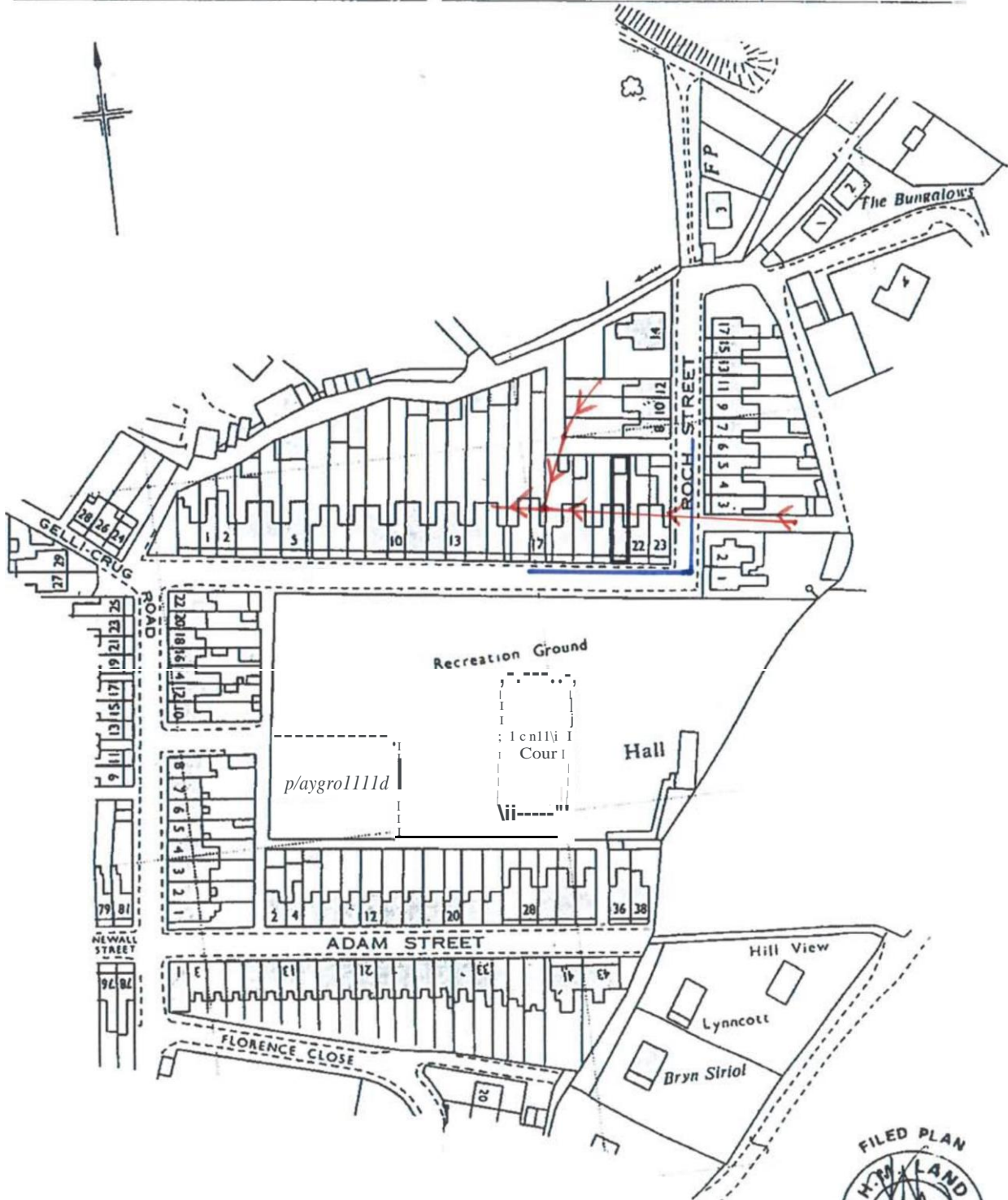
SECTION A

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Administrative Area
















BLAENAU GWENT

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## Sewer Key

Where a plan has been included with the report, the colour key is as below :

	Public Combined Sewer
	Public Surface Water Sewer
	Public Foul Water Sewer
	Mains Water
	S24 Sewer Precise type and location unknown
	Private Foul Water Sewer
	Private Surface Water Sewer
	Storm Overflow
	Proposed Water Main
	Emergency Overflow
	Abandoned Water Main
	Rising Main (Double Arrows Signify Rising Main. Color Signifies Sewer Type)
	Foul Sewer Subject to a Section 104 Agreement
	Surface Sewer Subject to a Section 104 Agreement
	Private Sewer now adopted by Water Authority, with indeterminate route.

### 1 Interpretation of Drainage and Water Enquiries

This report complies with the terms and expressions identified in Part 2 of Schedule 10 of Statutory Instrument 2006 No. 1503 and Part 1 of Schedule 8 of Statutory Instrument 2007 No. 1667. Please refer to glossary.

### 2 Enquiries and Responses

There is no known connection which may lead to a conflict of interest between any person involved in the preparation of this report and any other person involved in the sale of the property.

### 3 Where relevant, please include a copy of an extract from the public sewer map.

An extract from the public sewer map has been transcribed onto the attached plan.

*Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.*

*The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.*

*Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water industry Act are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.*

*Assets other than public sewers may be shown on the copy extract, for information only.*

*The presence of a public sewer located within the boundary of a property may restrict further development within it .*

### 4 Does foul water from the property drain to a public sewer?

Yes. Welsh Water's records indicate that foul water from the property does drain to the public sewerage system.

*Sewerage Undertakers are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*

*If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.*

### 5 Does surface water from the property drain to a public sewer?

Yes. Welsh Water's records indicate that surface water from the property does drain to the public sewerage system.

*Sewerage Undertakers are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*

*In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.*

*If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the*

surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

**6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?**

No. Welsh Water's records indicate that sewers serving the development, of which this property forms part, are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Welsh Water Industry Act 1991. Welsh Water's records may not reveal Section 104 Agreements entered into with the Local Authority.

Welsh Water's records may not reveal Section 104 Agreements entered into with the Local Authority.

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.

Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

Yes. The public sewer map does show public sewers within the boundary of the property. However, historically, it has not been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist.

However, historically, it has not been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist.

The boundary of the property has been determined by reference to the Ordnance Survey record.

The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property in order to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water industry Act are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

**8 Does the public sewer map indicate any public sewer or a sewer, subject to an agreement under Section 104 of the Water Industry Act 1981, within 30.48 metres (100 feet) of any buildings within the property?**

Yes. The public sewer map does show public sewers within 100 feet of the buildings within property. However, historically, it has not been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist.

The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.

The measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

*Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water industry Act are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.*

*Assets other than public sewers may be shown on the copy extract, for information only.*

**9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?**

A sewer is plotted within the boundary of the property. Details of any consultation or agreement relating to development over or in the vicinity of the sewer is available by written request to the Sewerage Undertaker.

*Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered .*

**10 Where relevant, please include a copy of an extract from the map of waterworks.**

An extract from the public water main map has been transcribed onto the attached plan.

*The 'water mains' in this context are those which are vested in and maintainable by the Water Company under statute.*

*Assets other than public water mains may be shown on the plan, for information only.*

*Water Companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.*

*The copy extract will show public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.*

*The presence of a public water main running within the boundary of the property may restrict further development. The Water Company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or its contractors needing to enter the property in order to carry out work.*

**11 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?**

Available records do not show the existence of any such agreement

*This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.*

**12 Who are the sewerage and water undertakers for the area?**

Dwr Cymru Welsh Water

**13 Is the property connected to the mains water supply?**

A mains water supply is available, however computer records held by Welsh Water do not show individual connections.

*Details of private supplies are not kept by the Water Company. The situation should be checked with the current owner of the property.*

**14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

No. The public water main map does not show any public water mains within the boundary of the property.

*The boundary of the property has been determined by reference to the Ordnance Survey record.*

*The presence of a public water main within the boundary of the property may restrict further development within it. The Water Company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Water Company or its contractors needing to enter the property in order to carry out work.*

**15 What is the current basis for charging for sewerage and water services at the property?**

Refer to vendor

*Sewerage Undertakers and Water Companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.*

**Note:**

Computer records held by Welsh Water do not show individual connections, private sewer systems or sewers subject to agreements under section 104 of the Water Industry Act 1991.

***This report is compiled from the latest information made available by Dwr Cymru Welsh Water. Legalinx Ltd. cannot take responsibility for any errors and omissions in the content of data supplied by Dwr Cymru Welsh Water. A site inspection is recommended to determine the precise location of all sewers and water mains prior to undertaking any excavation or building work.***

## Glossary - General Interpretation

1. In this Report-

**"the 1991 Act"** means the Water Industry Act 1991( **a** );

**"the 2000 Regulations"** means the Water Supply (Water Quality) Regulations 2000( **b** );

**"the 2001 Regulations"** means the Water Supply (Water Quality) Regulations 2001( **c** );

**"adoption agreement"** means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act( **d** );

**"bond"** means a surety granted by a developer who is a party to an adoption agreement;

**"bond waiver"** means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

**"calendar year"** means the twelve months ending with 31st December;

**"discharge pipe"** means a pipe from which discharges are made or are to be made under section 165(1) of the 1991 Act;

**"disposal main"** means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

**"drain"** means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

**"effluent"** means any liquid, including particles of matter and other substances in suspension in the liquid;

**"financial year"** means the twelve months ending with 31st March;

**"lateral drain"** means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act( **e** );

**"licensed water supplier"** means a company which is the holder for the time being of a water supply licence under section 17A(1) of the 1991 Act( **f** );

**"maintenance period"** means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

**"map of waterworks"** means the map made available under section 198(3) of the 1991 Act( **g** ) in relation to the information specified in subsection (1A);

**"private sewer"** means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

**"public sewer"** means, subject to section 106(1A) of the 1991 Act( **h** ), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989( **i** );

(b) by virtue of a scheme under Schedule 2 to the 1991 Act( **j** );

(c) under section 179 of the 1991 Act( **k** ); or

(d) otherwise;

**"public sewer map"** means the map made available under section 199(5) of the 1991 Act( **l** );

**"resource main"** means (subject to section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of—



(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

**"sewerage services"** includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

**"sewerage undertaker"** means the company appointed to be the sewerage undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated;

**"surface water"** includes water from roofs and other impermeable surfaces within the curtilage of the property;

**"water main"** means (subject to section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

**"water meter"** means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

**"water supplier"** means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

**"water supply zones"** in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year;

**"water undertaker"** means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

2. In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

Note:

(a) 1991 c. 56

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A is inserted by section 92(2) of the Water Act 2003 (c.37). Section 104(1) is amended by section 96(4) of that Act.

(e) To which there are various amendments made to sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.

(h) Section 106(1A) is inserted by section 99 of the Water Act 2003.

(i) 1989 c.15.

(j) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

## 1. GENERAL

1.1 Save as expressly varied by Legalinx Limited (hereinafter called the Company) these conditions shall be deemed to be incorporated into all contracts made by the Company in respect of goods supplied and services provided by the Company and to override any terms and conditions which are inconsistent with them.

1.2 The Company's services are not intended to be used as the sole basis for any business decision, and are based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for the Company to guarantee. The Company's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Company is therefore not able to accept any liability, for:

1.2.1 any inaccuracy, incompleteness or other error in the Company data which arises as a result of data provided to the Company by the customer or any third party;

1.2.2 any failure of the services to achieve any particular result for the customer.

## 2 AGENCY

2.1 Orders and instructions are only accepted on the basis that those instructing us do so as principals and are liable directly to us for payment of our account.

2.2 Instructions for Energy Performance Certificates will be accepted from agents of the vendor, however no work will be commenced by the Company until payment has been received or otherwise assured by the agent.

## 3. COMPLIANCE AND AUDIT

3.1 Each customer shall in connection with the provision or use of the services (as appropriate) comply with all legislation, regulations, and other rules having equivalent force which are applicable to that customer.

3.2 The Company shall (in circumstances where it is a data processor) process any personal data contained within the customer data only in accordance with the instructions of the customer. The customer shall be deemed to have instructed the Company to process any such personal data to the extent reasonably necessary for the provision of the services.

3.3 Each customer warrants that it shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data.

3.4 In order to protect the integrity of the data used in connection with the services, the customer shall:

not copy, interfere with and/or use in any unauthorised way any digital certificate, web certificate or any other security device provided by the Company.

3.5 If the Company considers in its reasonable opinion that it is no longer desirable or commercially viable for the Company to continue to provide the services at all or in accordance with this agreement, or if any third party data or software becomes unavailable to the Company, the Company shall be entitled to do one of the following on giving one month's prior notice to the customer:

3.5.1 terminate this agreement (without liability) in respect of those services which are affected by such changes or unavailability.

3.6 In exercising its rights under Clause 3.5, the Company will consult with the customer, and endeavour to act reasonably and in a way which is consistent with its treatment of its other customers.

## 4. LIMITS ON LIABILITY

4.1 The Company does not exclude or limit its liability for any of the following (and nothing in this agreement shall be construed as excluding or limiting such liability):

4.1.1 for breach of its obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

4.1.2 for personal injury or death resulting from its negligence or that of its employees, agents and/or sub-contractors;

4.1.3 for a breach of clause 5;

4.1.4 (in the case of the customer) any breach of clause 15.6.3;

4.1.5 for any matter which it would be illegal for the Company that customer to exclude and/or limit, or attempt to exclude and/or limit, its liability; or

4.1.6 for the Company's fraud.

**4.2** Notwithstanding any other provision the liability of the Company (whether in contract, negligence, breach of statutory duty or under any indemnity or otherwise) in respect of any claims for damage or loss arising from credit reports and / or for the damage to or loss of tangible property (excluding claims for loss or corruption of, or damage to, data contained on any tangible media) shall be limited to £10 million per claim or series of claims arising from any one incident.

**4.3** The limitations in clause 4.2:

**4.3.1** shall not apply to any indemnities given by the Company;

**4.3.2** shall be in addition to the obligation of the customer to pay fees and charges under this agreement.

**4.4** Subject to clause 4.1, the Company shall not be liable (whether in contract, negligence, for breach of statutory duty or under any indemnity or otherwise) for:

**4.4.1** any indirect or consequential loss;

**4.4.2** the following types of financial loss; loss of profits; loss of earnings; loss of business or goodwill; even if that customer had notice of the possibility of incurring such losses;

**4.4.3** the following types of anticipated or incidental losses; loss of anticipated savings; increase in bad debt; failure to reduce bad debt; even if the Company had notice of the possibility of incurring such losses.

**4.5** The Company has professional indemnity insurance of £10 million to cover local authority searches, energy performance certificates, company searches, conveyancing searches, natural person searches and company formations. The customer acknowledges and agrees this amount of insurance cover constitutes adequate cover for the type of services the Company provides.

## **5. CONFIDENTIALITY**

**5.1** To the extent permitted by law, it is our policy to observe confidentiality with regard to the identity and affairs of our customers, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.

## **6. THIRD PARTY AGENTS/CONTRACTORS**

**6.1** If you instruct us in relation to work which will be carried out in Great Britain or abroad we may, as your agent, directly or through an intermediary request another agent to carry out some or all of this work for you. In such circumstances we have no control over the activities of those providing the service to you ("Third Party Agents"). We take all reasonable care to choose Third Party Contractors with good reputations when instructing them. We accept no responsibility however for the services Third Party Contractors provide to you or for any errors or omissions in their work product. If a mistake is made by Third Party Agent that causes you loss, we will investigate this matter on your behalf and on being properly secured by you as to costs, co-operate with you in bringing proceedings against the agent concerned. We shall pay the charges of Third Party Agents on your behalf and recharge them to you with our own agency fees.

## **7. SEARCHES AND REPORTS**

**7.1** The Company will use all reasonable care in acquiring information to be provided to the customer. However such information may be derived from information contained in a public register and as such we accept no responsibility for the accuracy of any part of any search or report. We do not accept responsibility for any inaccuracy, omission or other error in any public register upon which our search or report is based or where such information has been provided verbally either by the customer or any other third party.

**7.2** When obtaining information from a public register, or via a third party, the Company may be subject to the disclaimer statements and limitation provisions on the public register or provided by a third party. In such circumstances we will endeavour to make you aware of such disclaimers or limitation provisions, however it may not always be practical to do so. In any event you agree that such disclaimers and limitations will be deemed incorporated into these terms and conditions and to apply to, and be deemed repeated in, any contract between us.

**7.3** In providing property search reports and services the Company will comply with the Search Code.

## **8. FINANCIAL REPORTS**

**8.1** The Company may from time to time provide reports containing financial information and/or credit ratings. The Company does not warrant any financial information or credit ratings and accepts no responsibility for the accuracy of such financial information or credit rating or any opinion provided by the Company based upon these.

## **9. INSTRUCTIONS**



**9.1** Services will only be provided on the basis that those instructing us give us all proper, necessary, accurate and timely instructions, authority and information (including the execution of all documents required) to enable us to undertake lawfully and effectively the business instructed.

**9.2** Whilst the Company is prepared to accept instructions given by the customer orally over the telephone, such instructions shall be given at the risk of the customer and any misunderstanding or misinterpretation of such instructions shall be at the risk of the customer.

## **10. THIRD PARTY RELIANCE**

**10.1** Our services, including search reports and information services, are provided solely for the use of our customer or that customer's own client on whose behalf the work has been commissioned and shall not be used or relied upon by any third party without our written consent (and to this extent no term of this agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

## **11. PAYMENT**

**11.1** The customer shall be liable to discharge all sums due under invoices raised by the Company in respect of services rendered and any disbursements within 30 days of such invoice. We reserve the right to charge for costs and expenses incurred in recovering late payments, including interest at the rate of 8% per annum above the base rate of Barclays Bank PLC up to and including the date on which final payment is received.

**11.2** Notwithstanding clause 2.2 in the event that any work carried out for customers requires more than nominal disbursements, the Company may require an on account payment in respect of such disbursements and until such sums are deposited shall not be obliged to undertake the contract.

## **12. DATA PROTECTION NOTICE/PRIVACY POLICY**

**12.1** Please note the following regarding the Data Protection Act 1998. We may transfer information about you to our bankers/financiers for the purposes of providing services for the following purposes:- Obtaining Credit Insurance Making credit reference agency searches Credit Control Assessment and analysis (including credit scoring, product and statistical analysis) Securitisation Protecting our interests We will provide you with details of our bankers/financiers and that of any credit reference agencies used on request.

## **13. STATUTORY COMPLIANCE<**

**13.1** Both the Company and the customer undertake to each other that in respect of their obligations under these conditions they will at all times comply fully with all relevant statutory enactments (including without limitation the Consumer Credit Act 1974 and the Data Protection Acts 1984 and 1998 (and the Data Protection principles thereunder) (and all re-enactments thereof and amendments thereto) or regulations or requirements made by any governmental authority or equivalent body of competent jurisdiction.

**13.2** Without prejudice to the generality of clause 13.1 above the customer further undertakes to the Company that it holds all necessary registrations and licences and prior to its use of any relevant services provided by the Company will obtain all such consents as are necessary from individuals in order to lawfully gain access to and make use of any personal data relating thereto including without limitation such consents as are necessary to be obtained from individuals acting in the capacity of director, partner or sole trader of a business in respect of which the Company is carrying out a search on behalf of the client.

## **14. WEBSITE**

**14.1** The Company's web server may collect the domain names and e-mail address of visitors to the Company's website ("the Site"). This information is aggregated to measure the number of visits, average time spent on the Site, pages viewed, etc. The Company uses this information to measure the use of the Site and to improve the content of the Site.

**14.2** The Company's Site contains "links" to other sites, and every effort is made to link only to sites that share the Company's high standards, however, the Company is not responsible for the standard of any site linked to the Site.

**14.3** The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to the Company (as outlined above) and for the same purposes. By using the Site you are agreeing to the use of cookies which you can prevent by adjusting the settings on your internet browser. Any prevention of cookies may affect the functionality of the Site.

**14.4** The Site is provided on an "as available" basis. The Company gives no warranty (express or implied) for the services provided and it is acknowledged that the Company shall not be liable for losses of income due to disruption of the Site caused as a result of server or provider disruption.

**14.5** The Company may disclose and transfer your information to a third party who acquires all or a substantial portion of our business, whether such acquisition is by way of merger, consolidation or purchase of all or a substantial portion of our assets.

## **15. INTELLECTUAL PROPERTY**

**15.1** All of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in, created during, or used in connection with any service, search or software provided to you by the Company shall be and remain the sole property of the Company.

**15.2** In the event that new inventions, designs or processes evolve in the performance of or as a result of our services, you acknowledge the same shall be the property of the Company unless otherwise agreed in writing by the Company.

**15.3** All intellectual property rights in the customer materials will remain vested in the customer (or its relevant licensors) and to the extent that any rights in such materials vest in the Company by operation of law, the Company hereby assigns such rights to the customer.

**15.4** All intellectual property rights in the Company materials, the Company data and the derivative output will remain vested in the Company (or its relevant licensors) and to the extent that any rights in such materials and data vest in the customer by operation of law, the customer hereby assigns such rights to the Company.

**15.5** Each customer:

**15.5.1** acknowledges and agrees that it shall not acquire or claim any title to any of the Company's intellectual property rights (or those of the Company's licensors) by virtue of the rights granted to it under this agreement or through its use of such intellectual property rights;

**15.5.2** agrees that it will not, at any time, do, or omit to do, anything which is likely to prejudice the Company's ownership (or the Company's licensors' ownership) of such intellectual property rights;

**15.5.3** agrees not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the materials of the Company or the Company's licensors and agrees to incorporate any such proprietary markings in any copies it takes of such materials.

**15.6** Any licence that the Company obtains from third parties (licensors) in connection with the provision of the services may be granted to the customer if necessary for the use of the services but on the following terms only: -

**15.6.1** the Customer may use such third party or licensor materials and data as provided to the Customer as part of the services, within the territory, solely for the customer permitted purpose in accordance with any documentation;

**15.6.2** the customer shall comply with the obligations set out in clauses 15.6.3 to 15.6.6;

**15.6.3** (subject to clause 15.6.1) not sell, transfer, sub-licence, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the services, third party data and/or third party materials;

**15.6.4** Not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with the third party data and/or third party materials without the prior written consent of such third party it originated from and only then in accordance with the Company's instructions or as otherwise permitted by law;

**15.6.5** Only take such copies of the third party data and/or third party materials as are reasonably required for the use of the third party data and/or third party materials in accordance with this agreement;

**15.6.6** In the case of a machine and/or site specific licence, only use the third party data and/or third party materials on the equipment and/or at the site (as the case may be) as agreed in writing with the Company.

## **16. FORCE MAJURE**

**16.1** The Company shall not be liable for any delay in performing, or failure to perform, any of its obligations under these terms and conditions, or any order if such delay or failure result from event, circumstances or causes beyond its reasonable control. In such circumstances the company shall be entitled to a reasonable extension of time for the performing of such obligations.

## **17. MISCELLANEOUS**

**17.1** If any of the provisions of these terms are held by any court or other competent authority to be void or unenforceable in whole or in part, the other provisions of these terms shall continue to be valid.

**17.2** Nothing in these terms shall affect the statutory rights of a consumer.

## **18. JURISDICTION**

**18.1** Our relationship with you will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.

## CONSUMER INFORMATION WITH COMPLAINTS PROCEDURE

### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or

email [helpdesk@legalinx.co.uk](mailto:helpdesk@legalinx.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

## COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

**Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.**

### TPOs Contact Details:

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)  
Web: [www.tpos.co.uk](http://www.tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

**PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**

## COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Mark Allwood, General Manager, Legalinx Limited, 14-18 City Road Cardiff, CF24 3DL. Tel 02920 451444 or email [mark.allwood@legalinx.co.uk](mailto:mark.allwood@legalinx.co.uk).

## INDEPENDENT DISPUTE RESOLUTION

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (web [www.tpos.co.uk](http://www.tpos.co.uk) E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.