

DRAINAGE & WATER ENQUIRY (RESIDENTIAL) TERMS AND CONDITIONS

Drainage and water reports will be provided on the following terms:

Definitions

Client means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property;

Customer means the person, company, firm or other legal body placing the Order, either on their own behalf as the Client, or, as an agent for a Client;

Order means any request completed by the Customer requesting the Report;

Property means the address or location supplied by the Customer in the Order;

Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and

SafeMove means Yorkshire Water Services Limited (company number 02366682) trading as "SafeMove".

1. Agreement

1.1. SafeMove agrees to supply the Report to the Customer and to allow it to be provided to the Client subject, in each case, to these terms. The scope and limitations of the Report are described in clause 2. The Customer shall be responsible for bringing these terms to the attention of the Client as necessary.

1.2. The Customer and the Client agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

2. The Report

2.1. While SafeMove will use reasonable care and skill in producing the Report, the Report is provided to the Customer or the Client on the basis that they acknowledge and agree to the following:

2.2. The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.

2.3. The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.4. The information contained in the Report is based upon the accuracy of the address supplied to SafeMove.

2.5. The Report provides information as to the location & connection of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose.

2.6. Subject to clause 3.2, Safemove accepts responsibility for the accuracy and location of apparatus contained within the Report. However, Safemove advise that exact positions and depths should be obtained by excavation trial holes and the Report must not be relied on in the event of excavation or other works made in the vicinity of Yorkshire Water apparatus

without seeking further advice.

3. Liability

3.1. SafeMove shall not be liable to the Customer and/or the Client for any failure defect or non-performance of its obligations arising from any failure caused by circumstances beyond the reasonable control of SafeMove.

3.2. Where a report is requested for an address falling within a geographical area where two different companies separately provide water and sewerage services, then it shall be deemed that liability in respect of the accuracy of the information supplied either water and sewerage company will remain with the water and sewerage company providing the information or with any other relevant party providing such information.

3.3. The Report is produced only for use in relation to individual domestic property transactions and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties.

3.4. When the Report is used for land-only transactions or residential searches, SafeMove's entire liability (except to the extent provided by clause 3.7) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £10,000,000 (ten million pounds).

3.5. SafeMove shall maintain professional indemnity insurance with a minimum level of indemnity of £10,000,000 (ten million pounds) for a period of six years following the date of provision of the Report.

3.6. No claim shall be made for breach of this Agreement after six years from the date of provision of the Report.

3.7. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:

3.7.1. death or personal injury resulting from negligence;

3.7.2. fraud or fraudulent misrepresentation; or

3.7.3. any other losses which cannot be excluded by law.

4. Copyright and Confidentiality

4.1. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of SafeMove. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided

4.2. The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.

4.3. The Customer and the Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

5. Payment

5.1. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by SafeMove, without any set off, deduction or counterclaim. Unless the Customer has an account with SafeMove for payment for Reports, SafeMove must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with SafeMove.

6. **General**

7. If any provision of these terms is or becomes invalid or unenforceable, it will be deemed to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

8. These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

9. Nothing in these terms and conditions shall in any way restrict the statutory rights of the Customer of the Client or any other rights of access to the information contained in the Report.

10. SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 1998 and other applicable laws. SafeMove may utilise any information collected so that SafeMove is able to correctly administer, develop and improve its business and services.

11. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.

12. In the event of a dispute under these terms and conditions, SafeMove will accept the representations of The Property Ombudsman on behalf of the Client or Customer.