

Terms & Conditions

TERMS AND CONDITIONS OF USE OF SERVICES AND SEARCH RESULTS PROVIDED BY TM GROUP (UK) LTD

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1. Definitions

1.1 "Authorised Reseller"

A reseller of TM Group whom TM Group has duly appointed to resell its Reports and Services. In this instance, Anglian Water Services Limited trading as GEODESYS, company number 2366656, it's registered office being at Anglian House, Ambury Rd, Huntingdon, PE29 3NZ, and whose principle place of trading is at Osprey House, 1 Percy Road, Huntingdon, PE29 6SZ has been appointed as an Authorised Reseller by TM Group.

1.2 "Client"

The person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

1.3 "Customer"

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

1.4 "Data"

Information provided by the "Professional" or by "You".

1.5 "Professionals"

Any current member of the following bodies; The Law Society, The Council for Licensed Conveyancers, The Institute of Legal Executives, The Royal Institution of Chartered Surveyors, The National Association of Estate Agents and the Ombudsman for Estate Agents Scheme, or other bodies or individuals approved by Us.

1.6 "Property"

A parcel or parcels of land accepted by the Authorised Reseller or TM Group as the "Property".

1.7 "Property Transaction"

The instigation of dealing in "Property".

1.8 "Search Result" means the results of and data contained within Official Local Searches and other mining Searches which you receive as a result of using our services.

1.9 “Third Party Data Providers”

Third parties who license their data to be used by TM Group.

1.10 “TM Group Service”

This service and Search Results provided by the Authorised Reseller received from TM Group (UK) Ltd and its subsidiaries. TM Group Service includes:

- TM Property Searches Limited www.tmpropertysearches.co.uk
- TM Search Choice Limited www.tmsearchchoice.co.uk

1.11 “TM Group” means TM Group (UK) Limited and its subsidiaries.

1.12 “You”

The Customer and or Client.

1.13 “We/Us”

The Authorised Reseller and or TM Group (UK) Limited and its subsidiaries 200 Delta Business Park, Swindon, Wiltshire, SN5 7XD.

2. Provision of Services

2.1 TM Group Service is available for all properties having a postal address in England and Wales. These Terms and Conditions shall apply to Your use of the TM Group Service, together with any terms and conditions included in any Search Result or imposed by any third party provider of the Search Results such as local authorities.

3. Payment

3.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay the price of the Search Result specified by the Authorised Reseller, without any set off, deduction or counterclaim.

3.2 Payment must be received by the Authorised Reseller in advance unless an account has been set up with the Authorised Reseller. In these cases, payment terms will be as agreed with the Authorised Reseller, but in any event any invoice must be paid within 30 days.

3.3 The Authorised Reseller reserves the right to increase fees on reasonable prior written notice at any time.

4. Your Data

4.1 We will comply with the relevant English Data Protection Laws, so any personal details to be provided to Us will not be disclosed to third parties without your consent.

4.2 However, We will disclose personal data in the following circumstances:

- a) If We are requested to do so by either of the parties to the transaction, a regulatory body or a governmental authority in investigating illegal activities or otherwise as authorised by law;
- b) If We are compelled to do so by law;
- c) Where, in our sole opinion, We believe an emergency, potential illegal activity or some other reasonable basis exists for doing so.

5. Our rights

5.1 We reserve the right to:

- a) Deny access to all or any part of TM Group Service in the event of breach of these Terms and Conditions or when We are unable to provide such access due to any event outside our reasonable control;
- b) Close access to any features of the service in the event of breach of these terms and conditions;
- c) Modify or discontinue the TM Group Service, either temporarily or permanently, with or without notice to You. Such modifications shall be subject to these terms and conditions;

d) Change the Terms and Conditions from time to time. Such changes will be displayed on this website. Your continuing usage of TM Group Service will constitute acceptance of the Terms and Conditions.

6. Your obligations

6.1 You are responsible for:

- a) Making reasonable inspection of TM Group Services to satisfy yourself that there are no apparent defects or failures. Subject to as otherwise provided herein, We will not accept responsibility for any defect or failure notified more than 7 days after discovery by You;
- b) All judgements and decisions that You may make as a result of your use of TM Group Service;
- c) Any Data You transfer or receive through the Authorised Reseller's website or through use of the TM Group Service;
- d) Your use of any of the hyperlinks to other Web sites provided by the Authorised Reseller or the TM Group Service and any information you directly obtain therefrom, You are hereby advised that such usage will be subject to both these terms and conditions and the terms and conditions appertaining to the site accessed via the hyperlink. In cases of conflict, these TM Group terms and conditions shall take precedence;
- e) Deploying and maintaining current industry virus protection standards and have thereby taken all reasonable precautions to ensure that You do not allow any party directly or indirectly to upload, transmit or distribute computer viruses, worms, macro viruses, Trojan horse or similar programs;

6.2 You agree not to use or allow any party to use TM Group Services directly or indirectly:

- a) For any illegal or malicious purpose;
- b) To use the service in connection with marketing surveys, contests, pyramid schemes, chain letters, junk email, or any duplicative or unsolicited messages (commercial or otherwise);
- c) To defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- d) To publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information;
- e) To attempt any unauthorised access to any part or component of TM Group Service, or that of any third party;
- f) To create a false identity for the purpose of misleading others as to the identity of the sender or the origin of the message;
- g) To use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Client any information or portion thereof other than in the context of your usage;
- h) To transmit or upload any material that contains software or other material protected by intellectual property rights, unless You own or control such rights or have received all the necessary consents;
- i) In such a manner that is inconsistent with these terms and conditions or an abuse of TM Group Service, in each case determined by Us in our sole reasonable opinion.

7. Back-Up of content

We will retain in archive copies of all Data input to TM Group Service for at least seven (7) years, notwithstanding that We reserve the right to delete any Property Transactions from direct access via the website if they have not been accessed for a period of three (3) months. Should You need to retrieve Data from our archive You should contact Us and such Data can be reproduced subject to an agreed fee.

8. Intellectual Property and Right to Use

8.1 TM Group and all content supplied by Third Party Data Providers remains the property of TM Group and Third Party Data Providers and is thus copyrighted with all rights reserved (including Crown Copyright material).

8.2 You acknowledge that You are permitted to use this material only as expressly authorised by Us or our licensors and may not copy, reproduce, transmit, distribute or create derivative works or such material without express written authority.

8.3 You agree not to (and agree not to assist or facilitate any third party to) distribute or commercially exploit such material or content except for the purposes of advising its clients and generally in the course of its business of the provision of legal advice. You will notify Us immediately of any such distribution or commercial exploitation.

8.4 You undertake that you will not make or store a copy or copies of the whole or any part of the content of any Search Result save that you may store the Search Result only to the extent that it is associated with the property against which the original Search Request was made. For the avoidance of doubt, you shall not store any data contained within the Search Result in a way which would facilitate its use in providing Search related information against another Property Transaction.

8.5 Trademarks, logos and service marks appearing on any TM Group Search Result are the property of Us or their Third Party Data Providers. You are not authorised to use these without the prior written agreement of the applicable owner.

9. Warranties and Limitation of Liability

9.1 We warrant that:

- a) The services We provide under these Terms and Conditions will be performed with reasonable skill and care and in accordance with these Terms and Conditions;
- b) We are authorised to provide the service on these Terms and Conditions;
- c) The provision of the service will not infringe any third party rights.

9.2 To the maximum extent permitted by law, We make no representations, warranties or conditions of any kind, either express or implied, with respect to a Third Party Data Provider's response to a search request, including, but not limited to, any warranty that the responses are complete, accurate, of satisfactory quality, or fit for a particular purpose.

9.3 You agree that We shall not be liable in contract, tort, negligence and statutory duty or otherwise, for any loss or damage whatsoever caused by any act or omission of a Third Party Data Provider or inaccuracies in or omissions from any responses provided by a Third Party Data Provider.

9.4 We shall in no event be liable to You for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

9.5 You agree that, except for death and personal injury arising from our negligence, our liability in contract, tort, pre-contract or other representations arising out of or in connection with each transaction completed under this contract shall be limited to £1,000,000 pounds sterling for domestic property transactions and £2,000,000 for commercial property transactions.

10. Severability

Each provision of these terms and conditions shall be construed separately and deemed to survive even if one or other of those provisions is held to be inapplicable or unenforceable. The terms shall remain in force unless the agreement is terminated.

11. No Waiver

No waiver by Us shall be construed as a waiver of any preceding breach of any provision.

12. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties with respect to their subject matter and exclude any representations and warranties previously given or made other than any negligent or fraudulent misrepresentation.

13. Choice of Law

English Law shall govern these terms and conditions, and You hereby irrevocably submit to the exclusive Jurisdiction of the English Courts. Nothing in this clause shall limit our right to take

proceedings against You in any other court of competent jurisdiction. The commencement of proceedings in one or more jurisdictions will not prevent Us from commencing proceedings in any other jurisdiction or jurisdictions.

14. Force Majeure

We shall not be liable for any delay, interruption or failure in performance of our obligations hereunder if caused or contributed to by any circumstance which is outside our reasonable control, including (without limitation) war, flood, riot, act of god, strike or other labour dispute (including those affecting Government officials), suspension or delay of service at public registries, change in the law, lack of power, or telecommunications failure.

15. Rights of Third Parties

Save in respect of Third Party Data Providers, no other person who is not a party to any contract made pursuant to these terms shall have any right under the contracts (Rights of Third Parties Act) 1999 to enforce any terms of such contract.

16. Additional Terms and Conditions for Mining Searches (Cornwall Consultants)

All Mining Searches have been carried out with reference to the extensive collection of abandoned mine plans, maps, records and archives in our possession and from this material We have endeavoured to provide as accurate a report as possible. However, taking into account that such records may not be wholly complete or accurate, We cannot accept liability for any inaccuracies or omissions there may be with respect to those records. A property situated in a mining or mineralised area may be at risk from elevated levels of metallic elements within the soil; however the Mining Search does not include any assessment of the contamination risk to the subject property. This report and any mining features described are applicable to the subject property only, the location or boundaries of which have been indicated by the client. We cannot be liable for any erroneous or omitted information with respect to the property as portrayed on the plan supplied to Us for the purpose of the Mining Search. The report must not be relied upon for neighbouring properties, as any adjacent mining features may have been omitted for clarity. The Search Results are confidential to You and/or mortgage lender and may not be reproduced or further distributed without our permission. We shall be under no liability whatsoever to any person who has not been party to the commissioning and fee paid for this report. We have not visited the property as part of the Mining Search.