

LANDMARK TERMS & CONDITIONS

Definitions

"Account" means the credit account established by a Member with Landmark.

"Agreement" means the agreement between Ourselves created by Your acceptance of these Terms.

"Authorised Reseller" means an agent or reseller of Landmark whom Landmark has duly appointed to sell its Reports and Services.

"Client" means the individual or organisation to whom You provide professional services and/or Your professional advisors where applicable.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Landmark and shall include Landmark developed and Third Party Content.

"Designated Users" means individuals appointed by Members to transact across the Member's Account.

"Intellectual Property Rights" means all forms of intellectual property or protective rights recognised in law.

"Member" means the person, firm or organisation who establishes and/or uses the Account.

"Order" means the request for Services from Landmark by You.

"Property Site" means a land site on which a Member requests Landmark provide either a Report or any other Service.

References to **"We"**, **"Us"** and **"Our"** are references to Landmark Information Group Limited ("Landmark"), whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY. Where You are not ordering the Services directly from Landmark, but from an Authorised Reseller, references to "Landmark" or "We", "Us" and "Our" shall be construed so as to mean either Landmark and/or the Authorised Reseller as the context shall indicate.

References to **"You/Your/Yourself"** refer to the contracting party who places an Order with Landmark and for whom the Services are to be provided by Landmark.

"Report" includes any information that Landmark supplies to You including all reports, services, datasets, software or information contained in them.

"Services" means the provision of any service by Landmark pursuant to these Terms which at the sole discretion of Landmark, may be time limited, for the purposes of evaluation only, offer reduced functionality, offer limited access to the Content, or be free of charge including but not limited to the report(s), data, information or other services undertaken by Landmark.

"Landmark Fees" means any charges levied by Landmark for Services provided to You

"Suppliers" means any organisation who provides data or information of any form to Landmark.

"Terms" means these Terms & Conditions.

"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

"Websites" means Landmark's website, www.landmarkinfo.co.uk and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

1. Terms & Conditions

a. These Terms govern the relationship between You and Landmark whether You are an unregistered visitor to the Website or a registered Member purchasing Landmark products or Services from Landmark.

b. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, or pay for any Services provided or Reports ordered.

c. If the person communicating with Landmark is an Authorised Reseller, they must ensure that You agree to these Terms.

d. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

e. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

f. Landmark reserves the right to ref use to supply Services to You or any other potential client without notice or reason.

2. Reports

Whilst Landmark will use reasonable care and skill in providing the Services to You the Services are provided on the express basis that You acknowledge and agree to the following:-

a. The information and data supplied in the Services are derived from publicly available records and other third party sources and Landmark does not warrant the accuracy or completeness of such information or data; and

b. The information and data supplied in the Services are derived solely from those sources specifically cited in the Report Landmark does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted; and

c. Landmark does not guarantee that all past or current land uses or features will be identified in the Report; and

d. The Services provided by Landmark are professional business to business services and not intended for use or interpretation by persons other than professional persons skilled in the use of property and environmental information; and

e. Landmark shall not be responsible for error or corruption in the Report resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.

f. Landmark reserves the right, without limitation, to change the Reports or Services on offer at any time.

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Report and Services are and shall remain owned by either Landmark or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

b. Subject to clause 6.f, You are entitled to make the following use of the Services and Reports subject always to these Terms and You may, without further charge, make the Report or Services available to;

i. any person who purchases the whole of the Property Site,

ii. any person who provides funding secured on the whole of the Property Site,

iii. any person for whom You act in a professional or commercial capacity, and

iv. any person who acts for You in a professional or commercial capacity.

Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.

c. Each of those persons referred to in Clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in Clause 6 shall apply.

d. The Report is to be used solely for the benefit of You and Your Client and such persons as are set out in Clause 3.b, and Landmark excludes all liability to all other persons unless Landmark has expressly agreed in writing to the assignment of the benefit of the Report and has been paid Landmark's reasonable fees for so doing.

e. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.

f. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark:-

i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or

ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Reports, Content or Website; or

iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.

iv. create any product which is derived directly or indirectly from the data contained in the Services

g. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents,

reports, systems or services whether or not these are supplied to any third party.

h. You are permitted to make five hard copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

i. You hereby agree to fully indemnify Landmark against any claim losses or other damages suffered by Landmark as a result any breach by any recipient of the Services of these Terms.

j. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You, Your Client or the persons set out in Clause 3.b.

k. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.

4. Charges

a. Landmark may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.

b. You are fully responsible for all charges that accumulate on Your Account.

c. VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

d. An individual or a monthly invoice showing all Orders created will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of Landmark Fees may, at Our sole discretion result in Landmark terminating or limiting the use of Your Account and its provision of Services to You. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.

e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of National Westminster Bank plc.

f. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You

5. Termination

a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

i. You fail to make any payment due in accordance with Clause 4;

ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or

iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so Landmark may remedy the breach and recover the costs thereof from You; or

iv. You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

b. If Your rights are terminated under this Clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.

c. We may suspend the Agreement between You and Landmark for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 6.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.

c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, subject to clause 6b, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and neither Landmark nor any person providing information contained in any Services shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.

d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.

e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark except in so far as Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve months of the date of the Report. Where any claim relates to either a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Landmark's liability shall be limited to £1,000.

f. No person may rely on the Report more than 12 months after its original date.

g. You acknowledge that:-

i. You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;

ii. Landmark's only obligation is to exercise the reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;

iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and as such We do not warrant that all land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection;

iv. You should carefully inspect the Property Site, and take any other advice that would be reasonably prudent to do prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other Landmark Services in terms of valuing the Property Site;

v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or

more than the one residential property for which it was ordered;

vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;

vii. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;

viii. You must observe and comply with all applicable regulations and legislation;

ix. We offer no warranty for the performance of any linked internet service not operated by Us;

x. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

xi. without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Website, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;

xii. any support or assistance provided to You in connection with these Terms is at Your risk;

xiii. the information contained in the Services has been extracted from various Crown Copyright and other published sources, and accordingly, Landmark does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these Services;

h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.

i. If Landmark provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You or Your Client. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.

j. Landmark has undertaken the Services for use only by the persons referred to at clause 3b and for no other purpose whatsoever and the Services should not be relied upon by any other third party. Landmark can accept no responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the Services. Any third party relying on the Services does so entirely at its own risk, including without limitation any insurers referred to in this clause 6. Recipients of the Services are to rely on their own skill and judgment in determining the suitability of the Services for their own purpose and use and are advised to use the Services with caution and not base important business decisions solely on the same. Landmark Services are merely one of the tools available for the assessment of environmental, geological or other property or land-related risks and should be used in conjunction with other recognised methods of evaluation.

k. Time shall not be of the essence with respect to the provision of the Services.

7. Events Beyond Our Control

You acknowledge that Landmark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any

circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.

8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

9. Governing Law

This Agreement shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

10. Entire Agreement

a. These Terms, together with the prices and delivery details set out on our Websites and Your Order comprise the whole of our agreement relating to the supply of Services to You by Landmark. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any Services offered for sale by us. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.

b. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

11. General

a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms save as provided by Clause 3.b. Your right to use the Services, operate Your Account or to designate users is not transferable.

b. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.

c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

d. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

e. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

f. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and all notices from Us to You will be displayed on our Websites from time to time.

g. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.

h. Landmark reserves the right to monitor or record telephone calls for training purposes.