

CONVEYANCING LIABILITY SOLUTIONS LIMITED
TERMS AND CONDITIONS FOR ON-LINE ACCESS TO PRODUCTS
Dated: 9th July 2013

1. Definitions

Words defined in this section will have the same meaning wherever they appear in these Terms.

- 1.1 **“Account”** means the account set up with CLS by You for the purpose of purchasing Products and/or Services.
- 1.2 **“Approved User”** means any individual You appoint to transact using your Account.
- 1.3 **“Client”** means any individual or organisation to whom You provide professional services as an agent.
- 1.4 **“CLS”** means Conveyancing Liability Solutions Limited.
- 1.5 **“CLS’S Fees”** means any charges levied by CLS for its Products and Services as set out in the Site or as notified to You from time to time.
- 1.6 **“Content”** means any computing and/or information services and software or data and any other content, documentation, support materials and updates included in and/or supplied by or through the Site as Services or in any other way by CLS whether developed by CLS or Third Party Content.
- 1.7 **“Insurance Product”** means any insurance product provided by CLS whether on its own or as part of a Product.
- 1.8 **“Intellectual Property Rights”** means all forms of protective rights relating to intellectual property as recognised in law.
- 1.9 **“Order”** means a request from You to CLS made through the Site for Services.
- 1.10 **“Product”** means any information or other material CLS supplies to You including all reports, insurance documents, certificates, data-sets, software or information these may contain.
- 1.11 **“Property Site”** means land, including anything built on or in it, about which You order a Product or Service from CLS.
- 1.12 **“Reseller”** means an organisation authorised by CLS to provide its Services through which You may place an Order.
- 1.13 **“Services”** means any service provided to You by CLS within these Terms including the Products and access to the Site and the Content: Services may, at CLS’s sole discretion, be offered for a limited time or for purposes of evaluation only; offer reduced functionality from time to time; offer limited access to Content; or be free of charge.
- 1.14 **“Site”** means CLS’s website at www.clsi.co.uk and includes all Services and any other report, insurance document, certificate, data-set, software or information contained

in or derived from or by use of the Site.

- 1.15 **“Supplier”** means any person or organisation providing data or information in any form to CLS.
- 1.16 **“Terms”** means these terms and conditions.
- 1.17 **“Third Party Content”** means any data, services, software, information and other content or functionality provided by third parties and linked to or otherwise employed in providing the Services.
- 1.18 **“You”** means the person or organisation placing an Order with CLS directly or through a Reseller and, where appropriate, includes your Client.

2. Terms and Conditions

- 2.1 These Terms, as detailed also in Section 4 (*Registration and Account Operation*) and in Section 5 (*Payment*) govern the relationship between You and CLS whether You are a customer with an Account registered on the Site in order to purchase Services or You are an unregistered visitor to the Site.
- 2.2 You will be deemed to have accepted these Terms and to have agreed to be bound by them if You proceed to set up an Account, place an Order or pay for any Service provided to You by CLS either directly or through a Reseller.
- 2.3 CLS will provide Services to You only once You have registered on the Site and set up an Account. *See Section 4, Clauses 4.1-4.2.*
- 2.4 If You set up Account as agent for a Client, You must obtain the agreement of your Client (as disclosed principal) to these Terms. *See Section 4, Clauses 4.3-4.4.*
- 2.5 CLS reserves the right to refuse to supply Services to You or your Client without notice or reason.
- 2.6 CLS reserves the right, at its sole discretion, to modify these Terms and to revise or discontinue any aspect of its Services.

3. Intellectual Property Rights

- 3.1 You acknowledge that all Intellectual Property Rights in the Products, Services, Content and Site are and will continue to be owned by CLS or its Supplier(s) and that nothing in these Terms purports to transfer, assign or grant any right to You in respect of the Intellectual Property Rights.
- 3.2 CLS confirms that it has used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe third party rights of any kind.
- 3.3 The limitations on CLS’s liability as set out in Clause 7.f as they relate to Intellectual Property Rights will apply.

- 3.4 You agree that You will not, and that You will take all reasonable steps to ensure that your employees, Clients, agents, contractors or any other persons who may from time to time have access to Services obtained to your Order will not, except as permitted by these Terms or with the separate written consent of CLS:
- 3.4.1 effect or attempt to effect any modification, merger, change, reduction to any electronic medium or machine-readable form, reverse engineering, decompiling, disassembly of the Services, Content or Site (except as permitted by law);
 - 3.4.2 copy, reproduce, translate or publish any aspect of the Services;
 - 3.4.3 market, re-sell or carry on or add to any redistribution of the Services;
 - 3.4.4 remove or change in any way any trademark or proprietary marking in any element of the Services.
- 3.5 You will acknowledge ownership of Intellectual Property Rights in the Products, Services, Content and Site in respect of any aspect of any of these which may be incorporated, referred to or used in your own documents, reports, systems or services, whether or not these are supplied to any third party.
- 3.6 You, and any other person or organisation having access to the Services through You, agree to treat as strictly confidential the Services and all information they may obtain from the Services; to restrict any disclosure to employees, lenders or professional advisers necessary to allow that party to conduct its internal business; and to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- 3.7 You agree to indemnify CLS fully against any claim, loss or other damage CLS may suffer as a result of any breach by You or any other person or organisation receiving the Services through You.
- 3.8 You agree that You will comply with any reasonable instructions CLS may give You from time to time with regard to application of the Intellectual Property Rights including, but not limited to, a requirement that You acknowledge that the Services are confidential to You the Client.

4. Registration and Account Operation

- 4.1 To use CLS's Services, You must first complete the registration process as set out in the Site.
- 4.2 You will be provided with a user name and password as part of the registration process. Access to the Site will require that You enter your user name and password. You may change your password at any time. You will be responsible for ensuring that your password is kept confidential, is used properly and is not disclosed to or used by unauthorised persons.
- 4.3 If You register on the Site as agent for another individual or organisation You will be deemed to warrant that You have made the other individual or organisation aware of these Terms, that they agree to them and that You are authorised to bind them accordingly.
- 4.4 You may designate one or more other persons as being authorised to use the Service for an individual or organisation on whose behalf You have registered on the Site, using the user name and password issued at the time of registration.

- 4.5 You must inform CLS immediately if You have reason to believe that any password has become known to a person not authorised to use it, or if any password is being or is likely to be used in an unauthorised way or if any unauthorised use or copying of any part of the Services or any document or report derived from them has taken place. CLS will not be liable for any loss or damage caused to You by unauthorised use of your password.
- 4.6 If CLS believes that there has been or is likely to be any breach of its security or misuse of the Service, it may change any or all of passwords issued to You and will notify You accordingly.
- 4.7 If a password is forgotten, CLS will issue a new password on request and on completion of the security checks in use from time to time.
- 4.8 You confirm that all information given by You during the registration process is true, complete and accurate in all respects. You agree to notify CLS immediately of any changes in the registration information. CLS reserves the right to terminate your access to the Service immediately and without notice if it reasonably believes that You have given false information or have intentionally failed to inform CLS of any changes to that information.

5. Payment

- 5.1 You will be fully responsible for all CLS's Fees and other charges that accrue to your Account.
- 5.2 In addition to CLS's Fees, Insurance Premium Tax or Value Added Tax at the rate then in force may be payable.
- 5.3 An individual invoice will be generated electronically for each Order. You acknowledge that You will be liable to pay on each such invoice within 14 days of the date of its issue and that CLS's Fees and any other charges are payable in full, without deduction, counterclaim or set-off.
- 5.4 If sums due on your Account are not paid in accordance with these Terms, CLS will be entitled, at its sole discretion, to limit or terminate use of your Account and your access to Services and to charge interest at a rate equal to 8% *per annum* above the base lending rate of Barclays Bank plc in accordance with the Late Payment of Commercial Debts (Interest) Act, 1998 (as amended).
- 5.5 CLS will be entitled, at its sole discretion, to increase CLS's Fees on giving You not less than 30 days' notice.

6. Warranties and Limitation of CLS's Liability

- 6.1 CLS provides warranties and accepts liability only to the extent set out in this Section 6.
- 6.2 Except as provided by law, CLS will be liable for direct losses only to the extent stated in Clause 6.6 and will not be liable for any indirect or consequential loss, damage or expenses of any kind (including loss of profits and loss of contracts, business or goodwill) or for any physical damage to or loss of your tangible property arising in any way out of any problem, event, action or default by CLS whether such loss or damage arises under contract, tort (including negligence), an indemnity or contribution or otherwise.

- 6.3 Nothing in these Terms excludes any other party's responsibility for death or personal injury caused by that person's negligence or wilful default.
- 6.4 CLS will only be liable to You for accidental loss or damage caused by its own wilful default.
- 6.5 CLS will not be liable to You if the Services are used other than as provided or referred to in these Terms.
- 6.6 In any event, and notwithstanding anything contained in these Terms, CLS's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in any way in relation to the Services (except in relation to death or personal injury) will not exceed an aggregate amount of £250,000.00 . CLS will not be liable for any defect, failure or omission relating to the Services that is not notified to CLS within 6 months of that issue becoming apparent to You
- 6.7 You agree that:
- 6.7.1 You will not in any way hold CLS responsible for its selection or retention of, or the acts or omissions of, Third Party Content or other Suppliers (including those with whom CLS may have contracted from time to time to provide parts of the Services);
 - 6.7.2 You will have no recourse against any Third Party Content or other Supplier;
 - 6.7.3 CLS does not promise that the supply of the Services will be uninterrupted or free from error or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise or free from defects of any kind or from computer viruses, computer locks or other similar computer-related problems but CLS undertakes to use reasonable efforts to correct any such errors, inaccuracies or defects within a reasonable period of being made aware of them;
 - 6.7.4 CLS will not be liable for any interruption, delay or failure in the provision of the Services caused or contributed to by any circumstance outside the reasonable control of CLS (including, but not limited to, failure of power supply, computer malfunction, inaccurate processing of data by third parties, delays in coding, loading, processing, checking or dispatching of data, corruption of data while in course of conversion, failure or overloading of printing or telecommunications or electronic communications);
 - 6.7.5 CLS's only obligation is to exercise the reasonable skill and care of a business-to-business company supplying information to persons acting in a professional or commercial capacity and You acknowledge that You are such a person;
 - 6.7.6 before placing an Order You will carefully inspect the Property Site and take any other advice prudently required before making any decision in relation to the Property Site to which the Services may relate and You will not rely exclusively on the Services in your dealing with the Property Site or in relation to valuation of it;
 - 6.7.7 the Services have not been prepared so as to meet your or anyone else's particular requirements and You assume the entire risk as to their suitability and waive any claim of detrimental reliance upon them and You are solely responsible for selection or omission of any part of the relevant Content;
 - 6.7.8 the information forming the Content has been extracted from a wide range of sources compiled for a many different purposes and to different standards and is not controlled or maintained by CLS and that, accordingly, while CLS may identify and will endeavour to correct errors brought to CLS's attention, such information cannot be warranted to be free of error and errors and omissions may remain and

some new errors may be introduced as a result of CLS's own processing: CLS does not accept any responsibility and expressly disclaims all liability for any errors, omissions or misstatements in such sources and for any loss or damage suffered by any You or any other person acting or refraining from acting as a result of, or in reliance on, any of the Content;

- 6.7.9 given the wide range of data which could potentially be included in the Content, CLS does not claim or warrant that either the Content or Services is comprehensive with respect to or sufficient for any specific purpose.
 - 6.7.10 CLS offers no warranty for the performance of any linked internet service not operated by CLS;
 - 6.7.11 without prejudice to any other restriction 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 element of the Services You will make such third party aware of the limitations, obligations and acknowledgments set out in these Terms;
 - 6.7.12 You will observe and comply with all applicable laws and regulations.
- 6.8 All liability for any Insurance Product purchased by You rests solely with the relevant Insurer whether or not CLS has selected that insurer or insurance product for incorporation in a Product **You** or otherwise.
- 6.9 If CLS provides You with any additional service obtained from a third party or derived from information provided by a third party (including, but not limited to, any professional opinion or search carried out in relation to the Property Site) CLS will not be liable to You in any way for any issue arising out of such additional service. CLS will be deemed to act solely as your agent in these circumstances and will be entitled to disclose your identity: supply of such additional services will then be governed by the terms and conditions of any such third party.
- 6.10 In providing search reports and services as part of its Products CLS will comply with the Search Code as determined by the Property Codes Compliance Board.

7. Termination

- 7.1 CLS may terminate your Account and your access to the Services permanently or for an indefinite period without any liability to You with immediate effect if:
- 7.1.1 You are in breach of these Terms and fail to remedy the breach within 7 days of a written notice to do so from CLS; or
 - 7.1.2 You repeatedly commit or cause to be committed a material breach of these Terms; or
 - 7.1.3 You fail to make any payment in accordance with Section 5; or
 - 7.1.4 You enter into proceedings for bankruptcy or insolvency; are demonstrably unable to pay your debts as they fall due; make any composition or arrangement with your creditors; go into liquidation, whether voluntary or compulsory; an order is made or a resolution is passed for your winding up; a receiver, administrative receiver, administrator or similar officer is appointed over the whole or any part of your assets; or if You cease or prepare to cease trading.

- 7.2 Termination as provided above will not affect your liability for all charges outstanding against your Account whether or not such charges have been invoiced to You by CLS before termination.
- 7.3 CLS may terminate your Account and your access to the Services by giving You 30 days' notice in writing if in CLS's sole opinion it is no longer appropriate for You to have access to the Services.

8. Notices and General

- 8.1 Unless otherwise provided in these Terms, all notices by You to CLS must be in writing and sent to CLS at **Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU**.
- 8.2 All notices from CLS to You will displayed on the Site from time to time.
- 8.3 CLS may assign its obligations as set out in these Terms to any person and, following intimation to You of such assignment, CLS will be relieved of any further obligation to You.
- 8.4 CLS may authorise or allow contractors and other third parties to provide to CLS and/or You services necessary or related to the Services and to perform CLS's obligations and exercise CLS's rights under these Terms (including collecting payment on behalf of CLS).
- 8.5 These terms are personal to You and neither your obligations under these Terms nor the benefits to You provided under them nor your right to use the Services, operate your Account or to designate users can be assigned or transferred to another party in any way by You without the written consent of CLS except as provided in Clause 3.2.
- 8.6 Nothing in these Terms will constitute or be deemed to constitute a partnership between CLS and You or create or be deemed to create a relationship of principal and agent between CLS and You except as provided in Clause 6.9.
- 8.7 References in these Terms to any legislation will be construed as references to such legislation as amended or re-enacted from time to time and to include subordinate legislation or regulations.
- 8.8 A person who is not a party to these Terms will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and CLS will not be liable to any such third party in respect of any Services supplied.
- 8.9 Headings in these Terms are for convenience only and will not affect the meaning or interpretation of any part of these Terms.
- 8.10 These Terms will be construed in accordance with and governed by the laws of England and Wales. You agree to the non-exclusive jurisdiction of the courts of England and Wales and waive any right to object to that forum on the grounds of inconvenience or otherwise. If any dispute arises out of or in connection with these Terms CLS and You agree that, prior to instigation of any court proceedings, both parties 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, by written notice initiating that

procedure. If the dispute has not been resolved to the satisfaction of either party within 30 days of the initiating of the procedure, or if either party fails or refuses to participate in or withdraw from participation, then either party may refer the dispute to the High Court.

9. These Terms

- 9.1 These Terms will prevail at all times to the exclusion of all other terms and conditions between CLS and You which You may purport to apply.
- 9.2 These Terms, together with prices and delivery details as set out in the Site, will comprise the whole of the agreement by CLS to supply the Services to You. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales representative or other person on behalf of CLS should be construed as varying these Terms or as an authorised representation about the nature or quality of any product or service offered for sale by CLS and (save for fraud or misrepresentation) CLS will have no liability for such representation being untrue or misleading.
- 9.3 CLS may modify these Terms and can revise, amend or discontinue any or all aspects of the Services at its sole discretion, with immediate effect and without prior notice. Any modification of these Terms and any revision, amendment or discontinuation of the Services will be posted on the Site. Continued use by You of the Services will be deemed to be your acceptance of such modification, revision, amendment or discontinuation and your agreement to be bound by such amended Terms.

10. Cookies

Cookies are small text files that are stored on your computer to enhance functionality on a website by remembering specific credentials. CLS uses cookies as a fundamental part of the operation of the Site, and in order to ensure efficiency of its service to You.

For more information about cookies and how they are used, please click [here](#). To find out how to manage or remove cookies from your web browser, please click [here](#).

11. Complaints Procedure

If You have a complaint regarding CLS's Services or Products, please send the details to **Conveyancing Liability Solutions Limited, Suite 5, 40 Churchill Square, Kings Hill, West Malling, Kent ME19 4YU. Tel.: 01732 897530. Fax: 01732 897531. E-mail: info@cls.co.uk.**

Your complaint will be acknowledged within 5 working days of receipt and You should receive a written response within 20 working days. Where this is not possible, CLS will inform You of the reasons for this and give You an indication of when You should receive a response. If You have not received a response within 40 working days of the original receipt of the complaint, or You are not happy with the response given You may take one of the following actions:

- (a) if your complaint relates to CLS's search Products, You may refer your complaint to The Property Ombudsman Scheme (TPO's), Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP;

- (b) if your complaint relates to CLS's insurance Products, You may refer your complaint to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR;
- (c) if your complaint relates to CLS's services in general, You may refer your complaint to either of the above institutions.

To view the full complaints procedure for searches click [here](#)
To view the full complaints procedure for insurance click [here](#)

12. Fraud Policy

12.1 Policy Statement

Conveyancing Liability Solutions Limited ("CLS") has a commitment to high legal, ethical and moral standards and is opposed to all forms of fraud. All members of staff, contractors, suppliers, consultants, vendors and/or any other parties with a business relationship with CLS are expected to share this commitment.

CLS operates a zero tolerance policy in relation to fraud and requires members of staff, suppliers, contractors, consultants, vendors and/or any other parties with a business relationship with CLS at all times to act with honesty and integrity.

A culture of awareness of the risk and consequences of fraud is encouraged.

This policy sets out key responsibilities to prevent, deter and eliminate fraudulent activity within CLS. This policy applies to all members of staff and will be brought to the attention of all suppliers, consultants, vendors, contractors, and/or any other parties with a business relationship with CLS.

12.2 Definition of Fraud

This policy relates to fraud as it is generally understood i.e. the taking of money or goods by deception. It also includes fraud, fraudulent activity and conduct as defined in the Theft Acts 1968 and 1978, Fraud Act 2006 and Bribery Act 2010 and as defined in jurisdictions other than the UK where CLS undertakes business. It can include the taking of money through misuse of company time.

If an individual is in any doubt as to whether an activity or conduct might be fraudulent he or she should speak to an officer of CLS. The following might constitute fraudulent activity or conduct but this list is not an exhaustive list of examples:

- 12.2.1 forgery or alteration of a cheque, bank draft, or other financial document or account belonging to CLS;
- 12.2.2 falsifying time sheets, expense claims, or other report documents;
- 12.2.3 misappropriation of funds, securities, supplies, or other assets;
- 12.2.4 impropriety in handling or reporting of money or financial transactions;
- 12.2.5 profiting as a result of insider knowledge of CLS;
- 12.2.6 disclosing confidential or proprietary information to outside parties;
- 12.2.7 accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to CLS;

- 12.2.8 destruction, removal, or inappropriate use of records, furniture, fixtures, equipment and/or any similar or related irregularity.

12.3 **Key Responsibilities**

CLS is responsible for:

- 12.3.1 developing and maintaining effective controls to prevent fraud;
- 12.3.2 carrying out rigorous and prompt investigations if fraud is alleged;
- 12.3.3 taking appropriate legal and/or disciplinary action against perpetrators of fraud;
- 12.3.4 taking disciplinary action against supervisors where supervisory failures have contributed to the alleged or actual commission of the fraud.

Staff are responsible for:

- 12.3.5 being alert to the possibility that unusual events may be symptoms of fraud or attempted fraud and raising these with CLS as appropriate;
- 12.3.6 identifying the risks to which systems and procedures are exposed;
- 12.3.7 developing and maintaining effective operating controls to prevent and detect fraud;
- 12.3.8 ensuring that controls against fraud and safeguards for individuals who report fraud are being complied with;
- 12.3.9 complying with the effective controls put in place by CLS;
- 12.3.10 co-operating with any investigations undertaken by CLS.

Individual members of staff are responsible for:

- 12.3.11 acting with the highest standards of honesty, propriety and integrity in the exercise of their duties;
- 12.3.12 reporting details immediately to an officer of CLS if they suspect that a fraud or attempted fraud has been or is being committed or see any suspicious acts or events.

12.4 **Safeguards**

Where appropriate CLS will apply the following safeguards to assist individuals who have reported fraud. This must be read in conjunction with the CLS whistleblowing policy.

12.5 **Confidentiality**

CLS encourages any member of staff informing an officer of CLS about suspected fraudulent activity or actual fraud to do so openly. CLS will use its best endeavours to protect the identity of any individual who raises such a concern about fraud. It must be appreciated, however, that in some circumstances it may be necessary to reveal the identity of that individual.