

TERMS & CONDITIONS

Definitions

1. In these terms and conditions, the following words shall have the following meanings:

'We', 'us' and 'our' are references to FastSearch Limited

'Report' means local/drainage and/or water report prepared by us in respect of the Property.

'Property' means the address or location supplied by the Customer or Client in the Order for the Report.

'Order' means any request completed by the Customer or Client requesting the Report.

'Customer' means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

'Client' means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual domestic property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

3.5 Copies of the Report may be made for inclusion in a Home Information Pack, to comply with the provisions in the HIPs Regulations 2007 and the Housing Act 2004.

Liability and Insurance

4. We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We accept liability for death or personal injury arising from our negligence.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 [local searches] paragraph 7 of Schedule 7 of the Home Information Pack Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report.

Price and Payment

5. The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Client has an account with us for payment of the Reports, we must receive payments for Reports in full before the Report is produced.

Confidentiality

6. All instructions and information received by us shall be dealt with by us in strictest confidence.

Copyright

7. The copyright and intellectual property rights in the Report shall remain our property.

7.1 The client agrees to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Client agrees to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

General

8. If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

8.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts

August 2007