

Newplacetolive.co.uk Terms and Conditions

The terms and conditions are split in to two parts:

Part 1 - newplacetolive.co.uk Property Portal Terms and Conditions

Part 2 – newplacetolive.co.uk Home Information Pack Terms and Conditions

Part 1 – newplacetolive.co.uk Property Portal Terms and Conditions

It is important that you read these terms and conditions carefully. Terms and definitions included in the terms conditions are listed below:

“Agreement” – This is classed as the terms and conditions

“Site” – The terms and conditions control your use of this website. By using this Site you agree, to the terms and conditions.

“You” or “Your” - In this Agreement you will be referred to as "you" or "your".

“we”, “us” or “our” – In this Agreement we will be referred to as New Place To Live Ltd and associated companies and will also be referred to as “we”, “us” or “our”.

If you are unwilling to accept the terms and conditions contained in this Agreement, you may not use this Site or access or display any of the information made available to you at this Site.

Licence to use this Site

We give you permission to a non-exclusive, non-transferable licence to use www.newplacetolive.co.uk for your own personal use. This will include displaying any information contained within the site. You will also be allowed to print copies of any information relating to any property or services which are available in the site.

Trade Marks & Intellectual Property Rights

The trademark "New Place To Live Ltd" and the "newplacetolive.co.uk" logo shown in this Site are trademarks of New Place To Live Ltd. Other products, services and organisations listed in this Site may be the trademark or registered trademark of their respective owners. Any goodwill in trademarks appearing in this Site belongs to New Place To Live Ltd or the relevant owner of the trademark. Nothing in this Site should be taken as conferring by implication, or otherwise any licence or right to use any trade mark displayed on the New Place To Live Site without the prior written approval of newplacetolive.co.uk or the owner of the relevant trade mark.

All rights, including copyright, trademarks, names and logos, used in relation to this Site are owned by or controlled for these purposes by us. Nothing in this Agreement confers on you any licence or right under any or our trademarks, names or logos or those of any third party.

Other Websites

There maybe links in newplacetolive.co.uk Site which may lead to websites not under the control of newplacetolive.co.uk. Therefore newplacetolive.co.uk is not responsible for and accepts no liability in the content of any linked site or any link contained in a linked site. You click on any link to any linked sites at your own risk.

You will not be entitled (nor help others) to set up links from their own websites to the newplacetolive.co.uk site (whether by hypertext linking, deep-linking, framing, tagging or otherwise) without the prior written consent of newplacetolive.co.uk. It is our decision to withhold consent.

Privacy Policy

Please refer to the Privacy Policy for details of how newplacetolive.co.uk processes user data.

Registration

If you would like to receive information on properties listed on this Site, you must complete and submit a registration form to us. It is at our discretion, but we may refuse your request to register with us. If we decide to accept your request to register, we will confirm your acceptance by sending you an email which will contain your account ID and information.

Each registration is for a single user only. You are not allowed to share your username, password and account information with any other person nor with multiple users on a network.

It is your responsibility that all the information provided by you during registration is accurate and complete.

It is your sole responsibility for all the use of keeping secret any account ID and password that have been given to you or chosen by you for use on this Site. It is your responsibility to notify us immediately of any unauthorised use of your account information or any other breach of security of this Site of which you are aware.

Barring Users From This Site

We reserve the right to bar users from this Site. This could be on a permanent or temporary basis and is at our sole discretion. Any such user will be notified and must not attempt to use this Site under any other name or through any other user.

Usage of the Site

Unless agreed by us in writing, you cannot use this Site, including any information that you extract from this Site, for any commercial purpose or payment.

Unless agreed by us in writing, you cannot copy, reproduce, redistribute, download, republish, transmit, display, adapt, alter, create derivative works from or otherwise extract or re-utilise any information made available on this Site, whether for commercial gain or otherwise;

Unless agreed by us in writing you cannot decode or try to determine the method of representation of any information or service made available on this Site.

Unless agreed by us in writing you cannot remove any proprietary notices, labels or marks from this Site.

Warranty

You acknowledge that by using this Site it may contain bugs, errors and other problems that could cause systems failures. As a result this Site is provided "as is", and there are no warranties of any kind.

The information contained in this Site is for general interest only and is not specific advice. Whilst we try to ensure the information in the Site is accurate, complete and up-to-date we make no warranties or representations that this is the case.

We make no warranty or guarantee that the Site complies with laws other than those of England.

Limitation and Liability.

You use this site at your own risk. We will not be liable to you for any loss or damage of any

kind (except personal injury or death resulting from our negligence) including any lost revenue, profit, or data, or for special, indirect, consequential, incidental or punitive damages how ever caused.

You acknowledge that the information available on the site is supplied by third parties which we have no control over. We rely on their information and data to be accurate. You agree that we will not be under any circumstances to be liable to you for any loss or damage at all arising from any inaccuracies, faults or omissions in, or in the provision of the information unless caused by our negligence or willful default.

Nothing in these Terms will be deemed to exclude our liability to you for death or personal injury unless arising from our negligence, or fraudulent misrepresentation.

We do not accept liability for any failures due to software or Internet errors or unavailability, or any other circumstances beyond our reasonable control.

We do not accept any liability for loss of your password or account ID caused by a breakdown, error, loss of power or otherwise caused by or to your computer system.

We may put in place processes, procedures and systems from time to time to stop automated programs or software being used to gain unauthorised access to our systems, databases and the main Site. You are not allowed to use automated programs or software for such purposes and any such use or attempted use by you of such automated programs or software is at your own risk.

We will not be liable to you for any consequences following the use or attempted use of automated programs to obtain unauthorised access to our system or this Site.

We do not accept any liability for any loss suffered by you following the use of this Site or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.

We will not be liable to you for any indirect, consequential, special or punitive loss, damage, costs and expenses.

We will not be liable to you for loss of profit, loss of business, loss of reputation, depletion of goodwill, or loss of, damage to or corruption of data.

If you use the "contact forms" on this Site to enquire about a property, your details (including your email address) will be sent by email directly to the estate agents listed within your area, the developer marketing the property or properties that you are enquiring about. We will not accept any liability for any subsequent communications that you receive directly from that estate agent or developer.

Modification of Terms

We may, at our sole discretion, change any part of this Agreement by posting a new agreement on our Site. It is your responsibility to check if any changes have been made. If you continue to use the Site following any changes it will constitute your acceptance of the changes to such terms.

Modification of this Site

We may, at our sole discretion, terminate, change or suspend any part of our web-site, including any content, features or hours of availability.

Offers

Nothing on this Site will constitute an offer by us to provide to any person any information or any goods or services.

Third Party Rights

Nothing in this Agreement confers on any third party any benefits under the provisions of the

Contracts (Rights of Third Parties) Act 1999.

Severance.

If any part of this Agreement is found to be void or unenforceable, it will be severed from the rest of this Agreement so that it is ineffective. It will not affect the validity of the balance of the Agreement, which will remain valid and enforceable according to its terms.

Entire Agreement.

This Agreement is an agreement between you and us. Nothing in this clause shall affect the liability of either party in respect of any misrepresentation which it makes fraudulently.

Notices

If you wish to send us a notice it must be made in writing by using our email address at yourfutures@newplacetolive.co.uk or by sending written correspondence to New Place To Live Limited, 66 High Street, Barwell, Leicestershire, LE9 8DR.

We may send you notice of information to the email address that you provided us during your registration. You may amend this email address on your Personal Details section of this Site from time to time.

Customer Feedback

We are always interested in obtaining customer feedback. Our internal systems are designed to make sure that all customer feedback is dealt with fairly and consistently, and is properly documented. Any suggestions that you make about how we may improve our service is always appreciated. Please write to us at Customer Services, New Place To Live Ltd, 66 High Street, Barwell, Leicestershire, LE9 8DR, or if you prefer you can email us at yourfutures@newplacetolive.co.uk. You will receive a response from us acknowledging your customer feedback.

Governing Law

This Agreement is made under and will be governed by the laws of England. You and we hereby submit to the non-exclusive jurisdiction of the English Courts.

Part 2 – newplacetolive.co.uk Home Information Pack Terms and Conditions

New Place To Live Ltd use ILM Legal Services, trading as Property Search Group who are registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes to provide all Home Information Packs.

ILM Legal Services Limited
66 High Street
Barwell
Leicestershire
LE9 8DR

Tel: 01455 456807 Fax: 01455 447024
Email: ianmarriott@propertysearchgroup.co.uk

Registered in England and Wales registration number: 02824218

VAT Registration Number 661668412

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:
"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.
"Confirmation of Order" means the point at which the agreement becomes binding on both

parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic means.

"Order Form" means our Order Form published on this website

"Property" means the property address of location, the building(s) land, and all chattels of which you require a Report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from ILM Legal Services Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.

"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/we/our" mean ILM Legal Services Ltd

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise ILM Legal Services Ltd to do so during the ordering process.

2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

3.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes available after the date of publication.

3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.

3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.

3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information

required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

3.7 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

4 Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs

4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.

5.2 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means and that you will retain all communications relating to the Agreement for a period of no less than three months.

5.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. Once we have confirmed your Order and work has begun to provide the Services you will have no right to cancel the Order. Any monies paid shall not be recoverable once provision of the Services has commenced.

6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the

Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

8 Limitation of Liability

8.1 We cannot accept any liability for any error in a Report, which is derived from any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate.

8.2 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.

8.3 We cannot accept any responsibility or liability for any inaccuracy or error in the Report that is based on incomplete or inaccurate information in the Order supplied by you.

8.4 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery for whatever reason.

8.5 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring

8.6 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will only be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording, compiling, or interpreting the local authority records not exceeding £10,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.7 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge the further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether or not such party purchased this Search Report as part of a HIP directly from us.

Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance runoff cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. However, if our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

10. Assignment

10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- . Acknowledge your complaint within five working days of receipt.
- . Try and resolve your complaint fully within four weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via

telephone or email as you prefer and you will receive a response at the very latest within eight weeks.

- . Liaise with counseling organisations acting on your behalf, if you ask us to.
- . Send you a final decision on the complaint in writing.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to the Codes Compliance Officer of ILM Legal Services shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by ILM Legal Services, it may be referred to the Independent Property Codes Adjudication Scheme (IPCAS), who can be contacted at: IDRS Ltd 24 Angel Gate City Road London EC1V 2PT Phone: 020 7520 3810 Fax: 020 7520 3829 E-mail: info@idrs.ltd.uk.