

RESELLER TERMS

Property Solutions can place orders for a comprehensive range of searches and reports used in relation to land and property transactions. The orders are fulfilled by the relevant third party and are supplied subject to that party's terms and conditions.

You can view the Property Solutions website (the "**Site**") and can order a search without registering or opening an account. If you want to order a Product online you will be required to register but do not need to open an account. If you wish to open an account the terms relating to its operation will apply in addition to these terms.

The Site and the services provided through it are not intended for consumer use or for use outside the UK. The Site and all services provided through it are for exclusive use by professionals (such as law firms, solicitors and conveyancers) engaged in activities related to property conveyancing.

Please contact Property Solutions propertysolutions@nwl.co.uk or by phone on 0870 2417408 if you have any questions or concerns about these Terms or if you are unsure as to whether you are qualified to use the Site.

1. AGREEMENT

- 1.1 Unless Property Solutions indicates otherwise in writing, Property Solutions will only provide the Services on these Terms, and Orders are only accepted on condition that these Terms apply. By submitting an Order, You are indicating Your acceptance of these Terms.
- 1.2 These Terms will apply to all Services that Property Solutions agrees to provide to You from time to time whether Your Order is placed online, by post or fax, or by any other method.
- 1.3 Each Order constitutes a separate contract.

2. DEFINITIONS

- 2.1 The words and phrases below will have the meanings set out opposite them when used with initial capital letters.

“Order” means an order placed by You for Products which Property Solutions accepts;

“Products” means any of the products and/or services described on the Site from time to time which You may request;

“Property Solutions”	means Northumbrian Water Limited trading as Northumbrian Water Property Solutions;
“Services”	means the procuring of Products requested in an Order in accordance with these Terms;
“Terms”	means these terms and conditions;
“You”	means the company, firm or person placing an Order, and “Your” shall be construed accordingly.

2.2 Words imparting the singular shall include the plural and vice versa.

3. THIRD PARTY TERMS

3.1 The service Property Solutions provides is to obtain Products from third parties (“Third Party Supplier(s)”) requested by You in an Order and to deliver those Products to You subject to these Terms.

3.2 Property Solutions can only procure the supply of the Products to You on the relevant terms and conditions of the Third Party Suppliers. These terms and conditions are available on the Site.

3.3 By placing an Order for any Product, You agree to be bound by the terms of the relevant Third Party Supplier.

3.4 You acknowledge that You have not placed any Order or entered into any contract with a Third Party Supplier in reliance on any statement, opinion, undertaking or warranty, explicit or implied, made or given by Property Solutions or any of its employees.

3.5 Your attention is drawn in particular to clause 7.3 in relation to liability for the content of any Product, and to clause 11 in relation to complaints about Products.

4. YOUR OBLIGATIONS

4.1 You will fully and accurately complete Orders in accordance with Property Solutions' reasonable instructions.

4.2 You agree to pay for all Services supplied to You based upon the prices for those Products supplied in response to Your Order as are published by Property Solutions on the Site from time to time.

4.3 If You open an account the terms You agree to at the time will apply to payments.

- 4.4 If You do not open an account You should send a cheque in the appropriate sum with Your Order.
- 4.5 All sums due will be paid without any set off, deduction or counterclaim (save only as set out in clause 8.1 below).
- 4.6 You will use the Products only for the purposes for which they are supplied in accordance with the terms and conditions of the relevant Third Party Suppliers.
- 4.7 You agree that You will only allow authorised staff to have access to and to use the Site.
- 4.8 You agree that You will fully comply with the Data Protection Act 1998 and obtain the specific and informed consent of Your clients for You and Property Solutions to process their personal data for the purposes of the Site. You agree not to supply any clients' personal data to the Site until such explicit consent is obtained.
- 4.9 Where You place an Order in respect of land or property which is or may be subject to a transaction in which You or any of Your employees or partners is interested in a personal capacity You agree that You are placing that Order in a professional business capacity and not as a consumer.

5. PROPERTY SOLUTIONS' OBLIGATIONS

- 5.1 Property Solutions will use reasonable endeavours to maintain all necessary facilities to provide a conduit that enables You to request Products from the Third Party Suppliers.
- 5.2 Property Solutions will promptly send any search request made in an Order placed by You to the relevant Third Party Supplier and will send the Products to You promptly following their receipt from the Third Party Supplier.
- 5.3 Property Solutions will ensure that the necessary payments are made to the participating Third Party Suppliers for any Products provided by such Third Party Suppliers to You in response to Your Order.
- 5.4 Property Solutions will use reasonable endeavours to ensure that the Site will be available 24 hours a day, 365 days of the year but Property Solutions makes no representation that access to the Site will be uninterrupted.
- 5.5 Property Solutions will use reasonable endeavours to ensure that the Services are available between the core hours of 8:00 a.m. and 5:00 p.m. Monday to Friday (excluding Statutory Holidays in England and Wales) ("Core Hours").

5.6 Property Solutions will take reasonable precautions to avoid interruptions to the availability of the Site during Core Hours, and will use reasonable endeavours to restore the Site as soon as possible whenever such interruptions occur.

6. PASSWORDS

6.1 Registering enables You to place an Order online. If You register on the Site Property Solutions will assign a user ID and password to You. We recommend that once you log into the website you amend your password for additional security, we also advise You to protect the privacy of Your information by not revealing Your user ID or Your password to anyone. You will be liable for all charges incurred through the use of Your user ID or Your password.

6.2 You will notify Property Solutions immediately of any change in the information You have provided to Property Solutions on registration or of any misuse or potential misuse of Your user ID or password.

6.3 Property Solutions reserves the right to remove or amend your user IDs or passwords for operational purposes.

7. WARRANTY EXCLUSION AND LIMITATION ON LIABILITY

7.1 Property Solutions warrants that the Services will be performed with reasonable skill and care and that it is authorised to provide the Services on these Terms.

7.2 Property Solutions makes no other representations, and gives no other warranties of any kind, either express or implied, with respect to the Site, the Services or the Products including, but not limited to, any warranty that the Site, the Services or Products are fit for any particular purpose or of satisfactory quality, and, to the maximum extent permitted by law, all such other representations or warranties are excluded.

7.3 Property Solutions will not be liable to You for any act or omission of a Third Party Supplier, or for any inaccuracies or errors in, or omissions from, any Products regardless of whether such liability is based on breach of contract, tort or otherwise. All Your rights in respect of any Product are against the Third Party Supplier in question.

7.4 Property Solutions will not be liable to You for any indirect, consequential, special or incidental damages or loss whatsoever, even if Property Solutions has been advised of the possibility of such damages or loss.

7.5 Property Solutions will not be liable to You for any loss of profit caused by any use of the Site or the Services.

- 7.6 Property Solutions will not be liable to You for any misuse of Your user ID, password or account.
- 7.7 Property Solutions is not a conveyancing professional and is not responsible for recommending any Product or for Your choice of Product.
- 7.8 Property Solutions does not exclude or restrict its liability for fraud or for personal injury or death caused by negligence or any other liability the exclusion or limitation of which is expressly prohibited by law.

8. EXTENT OF LIABILITY

- 8.1 In the event that Property Solutions submits a request to a Third Party Supplier for a Product in respect of an address different to the one notified to Property Solutions in Your Order, Property Solutions will either refund the price paid by You for the Services in respect of that Product (or credit Your account in respect of the same), or will not charge You if You have not already paid. Alternatively, if You so request, Property Solutions will provide a new Product in respect of the address as notified in Your Order at no further cost to You and will retain the right to the price paid (or due) in respect of the incorrect Product.
- 8.2 In the event that Property Solutions negligently or in breach of these Terms fails to provide the Services at all or to a reasonable standard its liability to You is subject to the limitations in clause 7 above and will also be limited to the sum of £100,000. In the context of the Services provided by Property Solutions and the price paid for those Services You agree this is reasonable. In the event that You wish to place an Order with a higher limit of liability, Property Solutions will consider Your proposal.
- 8.3 Property Solutions will only be liable to any person, company or body for whose benefit the Services are supplied to the same extent as it is liable to You, or would be liable to You if You suffered the loss or damage claimed.

YOU ARE DEEMED TO HAVE BROUGHT CLAUSES 7 AND 8 TO THE ATTENTION OF ANY PARTY FOR WHOSE BENEFIT THE SERVICES ARE SUPPLIED

9. INDEMNITY

- 9.1 You agree to indemnify and hold Property Solutions harmless for any costs (including settlement and legal fees), damages, expenses, losses, and liability that it may incur as a result of any claim made, or any suit, action or other proceeding brought against Property Solutions that is based on or arises from Your breach of these Terms or Your wrongful act or omission in respect of any Order, Services or Product.

9.2 Property Solutions will use reasonable endeavours to mitigate any sum in respect of which it seeks an indemnity under clause 9.1, and the costs of such mitigation shall be recoverable in full under clause 9.1.

9.3 Your liability in respect of the indemnity set out in clause 9.1 is limited to the sum of £1 million.

10. FUTURE AMENDMENT OF TERMS

Property Solutions reserves the right to modify these Terms in its sole discretion at any time either by posting a revised version of these Terms on the Site, or by otherwise making the revisions available to You, and in each case giving You reasonable notification of a revision.

11. COMPLAINTS ABOUT PRODUCTS

Property Solutions has no liability to You in respect of any Product, and all Products are supplied by a Third Party Supplier subject to that Third Party Supplier's terms and conditions. However, Property Solutions is concerned to maintain its reputation as a first class service provider and is therefore willing to seek resolution of any complaints You may have about a Product with the relevant Third Party Supplier. There is no obligation on Property Solutions to incur costs in doing so and no guarantee can be given about the outcome of such efforts on your behalf. Any action Property Solutions may take in this respect is without prejudice to Your rights and remedies available against the Third Party Supplier in question.

12. LAW

12.1 These Terms shall be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to hear any matter that arises under these Terms.

12.2 These Terms and any Order set out the entire agreement between You and Property Solutions with respect to the subject matter hereof.

13. SUSPENSION

13.1 In the event of any technical difficulties with respect to the Site or the Services, Property Solutions reserves the right to suspend the same without notice.

13.2 Property Solutions also reserves the right to change the list of Products to which the Services relate at any time without notice.

13.3 In the event of any breach by You of these Terms or of the terms and conditions of Your account, Property Solutions shall be entitled, in its absolute discretion, to close

Your account, and/or to terminate Your password access to the Site and/or Services, and/or to refuse to fulfil any Order or request for Products placed by You or on Your behalf.

14. INTELLECTUAL PROPERTY

- 14.1 The material on the Site and accessed by the Services is copyright protected and may not be copied, reproduced, transmitted or distributed without the express prior written consent of Property Solutions.
- 14.2 The material contained in the Products is owned or licensed by the relevant Third Party Suppliers and its use is subject to the terms and conditions of the Third Party Supplier in question.
- 14.3 The trademarks, logos and service marks ("**Marks**") displayed on the Site are the property of Property Solutions or the Third Party Suppliers. You are not permitted to use these Marks without the prior written consent of Property Solutions or the relevant Third Party Supplier.

15. WAIVER

No waiver by Property Solutions shall be construed as a waiver of any preceding breach or provision of these Terms.

16. SURVIVAL

The limitation on liability and indemnity provisions of these Terms shall survive termination of the agreement between You and Property Solutions.

17. SEVERABILITY

If a court of competent jurisdiction concludes that any provision of these Terms is illegal, invalid or unenforceable, then such provision shall be severed from these Terms and the remaining provisions shall remain in full force and effect.

18. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.