

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 FCI by You for the purpose of purchasing the Services.
- 1.2 "Cheshire Brine Warranty" means the warranty given by FCI in respect of the Protected CON29M Products detailed in section 11 of these terms.
- 1.3 "Claimant" means the first purchaser of the Property Site or lender of the first purchaser of the Property Site.
- 1.4 "Client" means You or Your customer for whom You have procured the Services.
- 1.5 "Contaminated Land" means land that has been designated contaminated land within the meaning of the Environmental Protection Act 1990.
- 1.6 "Chancel Warranty" means the warranty given by FCI in respect of the ChancelCheck® and ChancelCheck® Premium Products detailed in section 8 of these terms.
- 1.7 "Coal Authority" means the executive non-departmental public body, sponsored by the Department for Business, Energy & Industrial Strategy which maintains a database of coal mining records which are the subject matter of a CON29M Search.
- 1.8 "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 through the Site in Product or as Services or in any other way by FCI whether developed by FCI and/or Third Party Content.
- 1.9 "CON29M Loss of Value Warranty" means the warranty given by FCI in respect of the Protected CON29M Product detailed in section 9 of these Terms.
- 1.10 "CON29M Search" means a search product licenced by the Law Society of England and Wales to provide information on past, present or future underground and surface coal mining activity for any property or site in a coal mining or past coal mining area using data licenced from the Coal Authority and following the form and guidance set by the Law Society published May 2018.
- 1.11 "FCI" means Future Climate Info Limited, a company registered in England and Wales under a registration number 08318444 with registered office address at: Courtyard House, The Square, Lightwater, Surrey, GU18 5SS.
- 1.12 "FCI's Fees" means any charges levied by FCI for the Services as set out on the Site or as notified to You from time to time.
- 1.13 "Identified Non-Coal Minerals Warranty" means the warranty given by FCI in respect of the Protected CON29M Product detailed in section 10 of these terms.
- 1.14 "Intellectual Property Rights" means all forms of protective rights relating to intellectual property as recognised by law.
- 1.15 "Mineral Working(s)" means any structure of void remaining after minerals have been extracted from land or otherwise deriving from the carrying out of operations for the winning and working of minerals in, on, or under land.
- 1.16 "Order" means an electronic, written or other request from You to FCI made directly to FCI or through the Reseller for the Services.
- 1.17 "Product" means any information or other material FCI supplies to You through the Services, including but not limited to all reports, documents, certificates, data-sets, software or information these may contain.
- 1.18 "Protected Product" means the Services comprising the FCI Premium (including Premium 'Plus' Products), Standard, and Essential Product(s) solely for residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO) and FCI Retail Product(s) solely for commercial Property Site(s) comprising a single small (<0.25Ha) commercial Property Site where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations.
- 1.19 "Protected CON29M Product" means the CON29M Search Services comprising the CON29M or the *Premium Plus* CON29M Product(s) produced by FCI solely for residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO) as used and constructed at the date of purchase, which is less than 15 hectares in size.
- 1.20 "Property Site" means the area of land, including anything built on or in it, in respect of which FCI provides the Services.

- 1.21 "Remediation Notice" means a statutory notice served by the relevant authority in respect of the remediation of Contaminated Land under Part 2A of the Environmental Protection Act 1990.
- 1.22 "Remediation Warranty" means the warranty given by FCI in respect of the Protected Products detailed in section 7 of these Terms.
- 1.23 "Reseller" means any organisation authorised by FCI or contracted with FCI to provide the Services through which You may place an Order.
- 1.24 "Services" means the provision of any service in respect of the Property Site, including, but not limited to, any Content and/or Product provided to You by FCI within these Terms. The Services may, at FCI'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.
- 1.25 "Site" means FCI's website at www.futureclimateinfo.com or FCI's ordering platform at: <https://ordering.futureclimateinfo.com/>
- 1.26 "Supplier" means any third party providing Third Party Content to FCI.
- 1.27 "Terms" means these terms and conditions as amended from time to time which relate to all Services provided by FCI.
- 1.28 "Territory" means England, and Wales .
- 1.29 "The Search Code" means the code which sets out the minimum standard which organisations who are registered with the Property Codes Compliance Board ("PCCB") compiling and selling search reports must meet.
- 1.30 "Third Party Content" means any data, services, software, information and other content or functionality provided by the Supplier and linked to or otherwise employed in providing the Services.
- 1.31 "You" and "Your" means the contracting party that places an Order for the Services directly from FCI or through the Reseller.

2 BASIS OF CONTRACT

- 2.1 These Terms, govern the relationship between You and FCI. You are purchasing the Services in the Territory directly from FCI or via the Reseller. For the avoidance of doubt, the Services are not available outside the Territory.
- 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, plan an Order or pay for any Services provided to You by FCI (which can include either directly by FCI or through the Reseller).
- 2.3 FCI will provide the Services to You only once You have registered on the Site, contacted us directly and we have set up an Account for You, or You have entered into an agreement with FCI.
- 2.4 If You set up an Account as agent for a Client, You must obtain the agreement of Your Client (as disclosed principal) to these Terms in accordance with Clause 4.
- 2.5 FCI reserves the right to refuse to supply the Services to You without notice or reason.
- 2.6 These Terms will prevail at all times to the exclusion of all other terms and conditions between FCI and You which You may purport to apply.
- 2.7 These Terms, together with prices and delivery details as set out in writing by FCI or by the Reseller, will comprise the whole of the agreement by FCI to supply the Services to You.
- 2.8 FCI 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. For avoidance of doubt, each modification of these Terms shall apply to the Orders placed after such modification.

3 INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge, and shall procure acknowledgment by the Client, that all Intellectual Property Rights in the Services are and will continue to be owned by FCI or the Supplier(s) and that nothing in these Terms purports to transfer, assign or grant any right to You or the Client in respect of such Intellectual Property Rights.
- 3.2 FCI 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 Upon payment of FCI's Fees and subject to these Terms, You shall be entitled to make the Services available to:
 - 3.3.1 the Client and the Client's professional advisers;
 - 3.3.2 any person providing funding to the Client in relation to the Property Site;
 - 3.3.3 the first purchaser or first tenant of the Property Site;
 - 3.3.4 the professional advisers and lenders of the first purchaser or first tenant of the Property Site.
- 3.4 For the avoidance of doubt, the limitations on FCI's liability as set out in Clause a as they relate to the Intellectual Property Rights will apply.
- 3.5 You agree that You will not, and will take all reasonable steps to ensure that any recipients who have access to the Services through You will not except as permitted by these Terms or with the separate written consent of FCI:
 - 3.5.1 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 or Site (except as permitted by law);
 - 3.5.2 translate or publish any aspect of the Services;
 - 3.5.3 market, re-sell or carry on or add to any redistribution of the Services;
 - 3.5.4 remove or change in any way any trademark or proprietary marking in any element of the Services.
- 3.6 You will acknowledge ownership of the Intellectual Property Rights in the Services 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.
- 3.7 You acknowledge and agree that You shall, and shall procure that any other person or organisation having access to the Services through You shall, treat as strictly private and confidential the Services and all information obtained from the Services and shall maintain adequate security measures to safeguard the Services from unauthorised access or use.
- 3.8 You agree to indemnify FCI fully against any claim, loss or other damage FCI may suffer as a result of any breach by You or any other person or organisations receiving the Services through You.
- 3.9 You agree that You will comply with any reasonable instructions FCI 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.
- 3.10 You agree to notify FCI should You suspect any infringement of FCI or the Supplier's Intellectual Property Rights.

4 ORDERING FROM THE FCI SITE

- 4.1 To use the Services, You must first complete the registration process as set out on the Site.
- 4.2 You will be provided with a username and password as part of the registration process. Access to the Site will require that You enter Your username and password. You may change Your password at any time. You will be responsible for ensuring that Your username and password are kept confidential, are used properly and are 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 username and password issued at the time of registration.
- 4.5 You must inform FCI 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. FCI will not be liable for any loss or damage caused to You by unauthorised use of Your password.
- 4.6 If FCI 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 the passwords issued to You and will notify You accordingly.
- 4.7 FCI will issue a new password on request, if a password is forgotten, 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 FCI immediately of any changes in the registration information. FCI reserves the right to terminate Your access to the Services immediately and without notice if it reasonably believes that You have given false information or have intentionally failed to inform FCI of any changes to that information.

5 PAYMENT OF FEES

- 5.1 You will be fully responsible for all FCI Fees and other charges that accrue to Your account.
- 5.2 In addition to FCI's Fees notified to You directly from FCI or by the Reseller, value added tax at the rate then in force may be payable.
- 5.3 FCI will be entitled, at its sole discretion, to increase FCI's Fees and the placing of any further Order for the Services directly from FCI or via the Reseller shall be deemed acceptance of any revisions to FCI's Fees.
- 5.4 You shall pay FCI's Fees for the Services within 30 days of the date set out on the invoice issued to You by FCI or the Reseller on all occasions where payment is not required in advance.
- 5.5 You acknowledge that invoices for FCI Fees and any other charges are payable in full, without deduction, counterclaim or set-off unless alternative terms have been agreed in writing in advance by both parties.
- 5.6 If sums due on Your Account are not paid within 30 days of the date of invoice issue, FCI will be entitled, at its sole discretion, to cancel Products ordered through Your Account.
- 5.7 By placing an Order You acknowledge and agree that the Services will commence immediately. If You wish to cancel an Order we may charge You on the basis of time and materials spent on delivering the Services up to the point of cancellation, including all third party fees incurred by FCI.

6 WARRANTIES AND LIMITATION OF FCI'S LIABILITY

- 6.1 FCI provides warranties and accepts liability only to the extent set out in this Clause and, in relation to specific Products, as set out on the Site in respect of that Product.
- 6.2 Except as provided by law, FCI will be liable for direct losses only to the Client 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 the Client's tangible property arising in any way out of any problem, event, action or default by FCI whether such loss or damage arises under contract, tort (including negligence), an indemnity or contribution or otherwise.
- 6.3 Nothing in these Terms excludes or limits either party's responsibility for death or personal injury caused by that person's negligence or wilful default.
- 6.4 FCI will only be liable to the Client for accidental loss or damage caused by its own negligence or wilful default.
- 6.5 FCI will not be liable to the Client if the Services are used other than as provided or referred to in these Terms and the 'Notes and Guidance' section of all Products or Services. For the avoidance of doubt the FCI Retail Product(s) is provided for use solely for continued-use commercial Property Site(s) comprising a single commercial Property Site with an area of less than 0.25 hectares where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations. FCI residential Product(s) are provided solely for continued-use residential Property Site(s) comprising a single residential dwelling or House of Multiple Occupation (HMO).
- 6.6 FCI shall maintain professional indemnity insurance in respect of its liability under these Terms. Any claim resulting only from the sole negligence of FCI, FCI's aggregate 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 ten million pounds (£10,000,000), where the liability relates to the FCI Retail or Flood Appraisal Product(s) the aggregate limit will not exceed one million pounds (£1,000,000).
- 6.7 You acknowledge and agree that:
 - 6.7.1 You will not in any way hold FCI responsible for its selection or retention of the Suppliers, or any delay, failure, acts or omissions of supply of the Third Party Content or services from other Suppliers (including those with whom FCI may have contracted from time to time to provide parts of the Services);
 - 6.7.2 FCI 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 FCI undertakes to use reasonable efforts to correct any such errors, inaccuracies or defects within a reasonable period of being made aware of them;
 - 6.7.3 FCI 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 FCI (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

Version 0223

- conversion, failure or overloading of printing or telecommunications or electronic communications);
- 6.7.4 in providing search reports FCI will comply with the "Search Code" as developed by the Council for Property Search Organisations (CoPSO) and enforced by the Property Codes Compliance Board (PCCB). FCI'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;
- 6.7.5 only the Client, any person providing funding to the Client in relation to the Property Site (whether directly or as part of a lending syndicate), the Client's purchaser or tenant of the Property Site and any professional advisors of the Client are entitled to rely on the Services;
- 6.7.6 before placing an Order You will carefully check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Services are being procured for the correct location and property type, 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 it is Your obligation to ensure that You, or anyone You are acting on behalf of, are aware of all the terms of any warranty which is provided as part of an FCI Service on Your instructions before You place an Order for that Service;
- 6.7.9 the information forming the Content has been extracted from a wide range of third party sources compiled for many different purposes and to different standards and is not controlled or maintained by FCI and that, accordingly, while FCI may identify and will endeavour to correct errors brought to FCI's attention, such Third Party Content cannot be warranted to be free of error and some errors and omissions may remain. Other than errors introduced as a result of FCI's own processing FCI and its Suppliers do not accept any responsibility and expressly disclaim all liability for any errors, omissions or misstatements in such Third Party Content and for any loss or damage suffered by You or any other person acting or refraining from acting as a result of, or in reliance on, any Third Party Content.
- 6.7.9.1 In reference to 6.7.9 specific to Third Party Content in the form of planning application records the following considerations are applicable:
- 6.7.9.1.1 Planning records are affected by standards of collection, the method and timeliness of recording employed by each local planning authority and the form in which the authority makes planning application data available.
- 6.7.9.1.2 Since available planning application data is predominantly geographically located using a single point, not the actual application site boundary, the location reported in the Third Party Content will control whether a record appears as Content within a report.
- 6.7.9.1.3 Data such as those relating to applications for the discharge of planning conditions, reserved matters applications and planning application amendments have been excluded to avoid numerous duplication of reference to the same application.
- 6.7.9.1.4 Planning applications which are identified as having been refused may have been subsequently granted upon appeal and may not appear as Content.
- 6.7.9.1.5 Certain aspects of the available data will not appear as Content as they are considered erroneous to its purpose such as planning applications relating to advertisements;
- 6.7.10 given the wide range of data which could potentially be included in the Content, FCI does not claim or warrant that either the Content or Services is comprehensive with respect to or sufficient for any specific purpose;
- 6.7.11 FCI offers no warranty for the performance of any linked internet service not operated by FCI;
- 6.7.12 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;
- 6.7.13 You will observe and comply with all applicable laws and regulations;
- 6.7.14 both You and FCI shall pay due regard to, and co-operate in respect of the observance of any applicable financial crime and international economic, financial or trade sanctions laws and regulations which bind

You or FCI;

- 6.7.15 neither party shall take any action which facilitates the evasion of taxes anywhere in the world or which is contrary to any related financial crime laws and regulations (including without prejudice to the generality of the foregoing the Criminal Finances Act 2017);
- 6.7.16 neither party shall be involved in the offering, promising or giving of any financial or other advantage to any person in breach of any laws and regulations against bribery (including without prejudice to the generality of the foregoing the Bribery Act 2010);
- 6.7.17 the parties shall insofar as required to do so, and whether or not any party is an associated person of another for the purposes of the Bribery Act 2010, the Criminal Finances Act 2017 or any other relevant laws and regulations, maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of paragraphs 6.7.14 to 6.7.16 above;
- 6.7.18 You shall not hold Yourself out or describe Yourself as FCI's agent or an agent of the Reseller or of any of the Suppliers.
- 6.7.19 You will carry out an inspection of the Product or Service to satisfy Yourself that the Property Site boundary, address and description are free from errors, and where any such errors are identified You will promptly inform FCI. FCI will not be liable to the Client where the Product(s) or Service(s) is relied upon for land which is of a greater extent than the Property Site.
- 6.8 If FCI instructs any additional service for You 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) FCI will not be liable to You in any way for any issue arising out of such additional service. FCI will be deemed to act solely as Your agent in these circumstances and will be entitled to disclose Your identity, and supply of such additional services will then be governed by the terms and conditions of any such third party.
- 6.9 Neither You, nor a Client nor any other person may rely on the Services more than 12 months after they were originally provided.
- 6.10 No physical inspection of the Property Site is carried out as part of any Services offered by FCI (unless previously agreed in writing) and FCI does not warrant that all land uses or features whether past or current will be identified in the Services. 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.
- 6.11 FCI will not be liable to the Client or those beneficiaries who are entitled to rely on the Services as set out in clause 6.7.5, in respect of any loss occurring in the period after the Client or those beneficiaries cease to either retain an interest in the Property Site or remain liable for the Property Site.

7 REMEDIATION WARRANTY

- 7.1 Subject to the terms detailed each Protected Product issued benefits from our Remediation Warranty for a period of up to 6 years from the date of purchase of the Protected Product providing up to a maximum of £100,000 in respect of the cost of the works necessary to be carried out at the Property Site under a Remediation Notice. The Remediation Warranty applies only:
 - 7.1.1 in respect of the Protected Product purchased by or on behalf of the Claimant;
 - 7.1.2 where the availability of a Remediation Warranty is confirmed in the individual Protected Product, save as set out in Clause 7.3;
 - 7.1.3 where the professional opinion given in the Protected Product was such that the property is not likely to be designated Contaminated Land within the meaning of Part 2A of the Environmental Protection Act 1990 and where the professional opinion given was incorrect;
 - 7.1.4 where a Remediation Notice is served on the Claimant;
 - 7.1.5 where the pollution or contamination resulting in the Remediation Notice occurred prior to the date of the issue of the Protected Product.
- 7.2 For the avoidance of doubt the Remediation Warranty is not available where:
 - 7.2.1 the Protected Product discloses a risk of the land beneath the property being designated Contaminated Land; or
 - 7.2.2 the land on which the Property Site is situated has already been designated Contaminated Land.

- 7.2.3 the Property Site is in use other than as referred to in the Protected Product definition. For the avoidance of doubt the FCI Retail Product(s) is provided for use solely for continued-use commercial Property Site(s) comprising a single commercial Property Site with an area of less than 0.25 hectares where the principle activity is the sale or display of goods or services (from the premises) to walk-in members of the general public, with the exclusion of garages, petrol stations and retail stores associated with petrol stations. FCI Residential Product(s) is provided solely for continued residential use comprising a single residential dwelling or House of Multiple Occupation (HMO).
- 7.3 The Remediation Warranty is not applicable in respect of:
- 7.3.1 radioactive contamination of any nature;
 - 7.3.2 contamination arising from asbestos containing materials;
 - 7.3.3 contamination arising from any above ground oil tank at the Property where the Claimant has not, since purchase, ensured that the oil storage tank is provided with adequate security (to prevent accidental and/or malicious leakage) and secondary containment (such secondary containment having a capacity of at least 10% greater than that of the tank, or in compliance with applicable oil storage regulations, whichever is greater).
 - 7.3.4 contamination arising from naturally occurring materials or arising from the removal of naturally occurring materials;
 - 7.3.5 intentional disregard or wilful or deliberate non-compliance by any owner or occupier of the Property Site in respect of any statute, regulation, administrative complaint, notice of violation, or notice from any regulatory authority;
 - 7.3.6 any condition which is known or ought reasonably to have been known to the Claimant;
 - 7.3.7 any condition which is caused by acts of war or an act of terrorism;
 - 7.3.8 any property which does not form a fixed part of the Property Site or the structure;
 - 7.3.9 any fines or liquidated damages or punitive or exemplary damages;
 - 7.3.10 any financial loss in respect of any loss of any rent, profit, revenue, savings or business costs or any consequential indirect or economic loss, damage or expense including the cost of rent of temporary premises or business interruption;
 - 7.3.11 any losses incurred following a material change in use of alteration or development of the Property Site;
 - 7.3.12 any subsequent Protected Product or other Products purchased by or on behalf of the first purchaser or the first purchaser's lender or any person connected to them in respect of the same Property Site.
- 7.4 The Remediation Warranty is not assignable in the event of a sale of the Property Site by the first purchaser or the first purchaser's lender and ceases on the date of completion of such sale.
- 7.5 Under the terms of the Remediation Warranty claims must be notified to FCI in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all FCI's reasonable requirements with regard to the works to be carried out under the Remediation Notice, and in the event that any Claimant does not do so, including obtaining FCI's prior written consent to any estimates for such works and complying with any other reasonable request by FCI, the Remediation Warranty will be invalidated.
- 7.6 The Claimant shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of the works required in respect of the Remediation Notice.
- 7.7 In the event that any Claimant receives any communication from the relevant authority to constituting the intent to serve a Remediation Notice the Claimant must advise FCI within a maximum period of 2 months from receipt of such communication.

8 CHANCEL WARRANTY

- 8.1 For the purposes of the Chancel Warranty only (section 8 of these Terms) "You" means the person or organisation to whom a ChancelCheck/ChancelCheck Premium is issued, who may be:
- 8.1.1 the seller of the Property Site;
 - 8.1.2 the owner or occupier of the Property Site;
 - 8.1.3 a potential or actual buyer of the Property Site and any subsequent buyer within 12 months of the date the ChancelCheck/ChancelCheck Premium was produced; or
 - 8.1.4 a lender providing a loan secured by a mortgage over the Property Site.

- 8.2 In the event that You obtained a clear result on your ChancelCheck/ChancelCheck Premium and the Parochial Church Council request money from You for the repairs to the chancel of your parish church, FCI will protect You for losses suffered.
- 8.3 You are protected for as long as You have an interest in the Property.
- 8.4 FCI will protect You for losses You suffer, up to the market value of the property, at the date the ChancelCheck/ChancelCheck Premium was produced but not exceeding £2,000,000.00 unless agreed by FCI in writing.
- 8.5 For the avoidance of doubt, FCI will not protect You for claims arising:
- 8.5.1 where the result of the ChancelCheck/ChancelCheck Premium was correct at the date the search was produced;
 - 8.5.2 where You were aware of a matter which affected the property on the date the search was compiled;
 - 8.5.3 where a matter first arose after the date the search was produced;
 - 8.5.4 where the property is not located in England and Wales.

9 CON29M LOSS OF VALUE WARRANTY

- 9.1 For the purposes of the CON29M Loss of Value Warranty only (section 9 of these Terms) “You” means the person or organisation to whom a Protected CON29M Product is issued, who may be:
- 9.1.1 The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
 - 9.1.2 The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller’s pack or if the Property Site has been purchased by way of auction;
 - 9.1.3 The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
 - 9.1.4 The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this CON29M Loss of Value Warranty
- 9.2 In the event that You suffer a loss as a direct result of matters which would or should have been included within the results of a CON29M Search but were either not disclosed within the report or were inaccurate or were interpreted incorrectly, FCI will protect You for losses up to £100,000 in the aggregate in respect of a Property Site. The specific losses covered are:
- 9.2.1 The loss in fair market value of the Property Site as determined by an independent surveyor arranged or appointed by FCI and/or its advisors; and
 - 9.2.2 All other costs and expenses which have been agreed in advance with FCI.
- 9.3 For the avoidance of doubt, FCI will not protect You for claims arising from:
- 9.3.1 Loss which is or would otherwise be recoverable under Your buildings’ insurance policy;
 - 9.3.2 Loss arising wholly or partly because of the wilful act or neglect by You;
 - 9.3.3 Loss if at the date of a claim:
 - 9.3.3.1 You are not a legal or beneficial owner of the Property Site; or
 - 9.3.3.2 You have obtained a superseding CON29M Search on the Property Site, after the date of issues of the CON29M Protected Product, which did not identify that the CON29M Protected Product had failed to identify matters which would or should have been included within the results of a CON29M Search.
 - 9.3.4 Loss in relation to a loss of a transaction for the sale or purchase of the Property and any costs incurred by You in relation to the loss of such a transaction
 - 9.3.5 Loss in respect of structural or other physical damage caused to the Property Site by subsidence or flooding occurring after the effective date
 - 9.3.6 Loss as a result of any changes made to the CON29M Search form or guidance made after the Protected CON29M Product was issued to You
 - 9.3.7 Loss as a result of any changes in information held by the Coal Authority after the issue date of the Protected CON29M Product relating to future underground coal mining and future opencast coal mining.
 - 9.3.8 Loss in relation to any change in interpretation of information upon which the Protected CON29M Product was produced provided that such information remains unchanged.

- 9.3.9 Loss suffered by You in respect of any matter:
 - 9.3.9.1 Which was disclosed to You in the Protected CON29M Product; and/or
 - 9.3.9.2 Which You were aware of prior to the issue of the Protected CON29M Product
- 9.3.10 Any consequential loss or penalty interest suffered by You
- 9.3.11 Where the use of the Property Site has changed after the date of issue of the Protected CON29M Product
- 9.3.12 Where You make any claim knowing it to be false or fraudulent.
- 9.3.13 Where the Order for the Protected CON29M Product has been subsequently cancelled or the person placing the Order has failed to make payment in accordance with Clause 5.
- 9.4 If at the time of any claim made under this CON29M Loss of Value Warranty there is any other protection in place (e.g. insurance) whether effected by You or by any other person under which You may be entitled to make a claim FCI will be liable to pay or contribute in respect of a claim only rateably with such other protection.
- 9.5 You will give written notice to FCI as soon as reasonably practicable of any circumstances likely to lead to a claim under this CON29M Loss of Value Warranty
- 9.6 FCI and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):
 - 9.6.1 Not incur any cost or expense without first consulting with and receiving written consent from FCI;
 - 9.6.2 Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with FCI and receiving written consent from FCI;
 - 9.6.3 Give FCI access to and provide FCI with copies of all correspondence and documentation available to in relation to the claim or circumstance and afford FCI sufficient time in which to review and comment on such documentation;
 - 9.6.4 Inform FCI of any proposed meeting with any third party in relation to a claim or circumstance and allow FCI to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which FCI were not present;
 - 9.6.5 Conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which FCI have approved in writing and take such action as FCI may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
 - 9.6.6 Provide FCI with such other information as assistance as is necessary

10 IDENTIFIED NON-COAL MINERALS WARRANTY

- 10.1 For the purposes of the Identified Non-Coal Minerals Warranty only (section 10 of these Terms) “You/Your” means the person or organisation to whom a Protected CON29M Product is issued, who may be:
 - 10.1.1 The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
 - 10.1.2 The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller’s pack or if the Property Site has been purchased by way of auction;
 - 10.1.3 The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
 - 10.1.4 The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this CON29M Identified Non-Coal Minerals Warranty
- 10.2 FCI will protect You for losses up to £50,000 in the aggregate in respect of a Property Site where a Protected CON29M Product has been issued. The losses covered are:
 - 10.2.1 The cost of repairing subsidence damage in respect of the Property Site where the Coal Authority (or other responsible person as defined under Section 43 of the Coal Industry Act 1994) refuses to pay Your claim for damage as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of:
 - 10.2.1.1 Subsidence occurring from historical non-coal mineral mining; and/or
 - 10.2.1.2 Subsidence occurring as a result of historical coal mining but where this activity was ancillary to non-coal mineral mining
 - 10.2.2 The loss in fair market value of the Property Site directly attributed to subsidence, as determined by an

independent surveyor arranged or appointed by FCI and/or its advisors, but where the Coal Authority refuse to pay Your claim as it falls outside the provisions of the Coal Mining Subsidence Act 1991 as a result of:

10.2.2.1 Subsidence occurring from historical non-coal mineral mining; and/or

10.2.2.2 Subsidence occurring as a result of historical coal mining, but where this activity was ancillary to non-coal mineral mining

10.2.3 Any other costs and expenses which have been agreed in advance with FCI.

10.3 For the avoidance of doubt FCI will not protect You for claims arising from:

10.3.1 Loss arising from subsidence occurring after the date of issue of the Protected CON29M Product which is or would otherwise be recoverable under Your buildings' insurance policy;

10.3.2 Loss arising wholly or partly because of Your wilful act or negligence;

10.3.3 Loss if at the date of a claim You are not, or have ceased to be the legal or beneficial owner of the Property Site;

10.3.4 Loss in relation to loss of a transaction for the sale or for the purchase of the Property Site and any costs incurred by You in relation to the loss of such transaction;

10.3.5 Loss in respect of structural or other physical damage caused to the Property Site by subsidence or flooding following mining which occurred after the issue date of the Protected CON29M Product;

10.3.6 Loss arising where FCI did not include within the Protected CON29M Product that a subsidence claim may be deemed ineligible under the Coal Mining Subsidence Act 1991;

10.3.7 Loss for which the Coal Authority may be required to pay by law;

10.3.8 Loss arising where the Coal Authority (or other responsible person as defined under Section 43 of the Coal Industry Act 1994) has previously repudiated to cover claims for subsidence under the Coal Mining Subsidence Act 1991;

10.3.9 Loss arising in respect of a coal Mineral Working which is not ancillary to a non-Coal Mineral Working;

10.3.10 Loss arising from subsidence in respect of Mineral Workings which are not contained within the Coal Authority dataset used to compile the Protected CON29M Product.

10.3.11 Loss where You were aware that the Property Site had already suffered subsidence damage prior to either the date of issue of the Protected CON29M Product or the date at which you exchanged contracts on the purchase of the Property Site (whichever is later).

10.3.12 Loss as a result of any changes to the Protected CON29M Product made after the issue date.

10.3.13 Loss in relation to any change in interpretation of information upon which the Protected CON29M Product was produced provided that such information remains unchanged.

10.4 You will give written notice to FCI as soon as reasonably practicable of any circumstances likely to lead to a claim under this Identified Non-Coal Minerals Warranty

10.5 FCI and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):

10.5.1 Not incur any cost or expense without first consulting with and receiving written consent from FCI;

10.5.2 Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with FCI and receiving written consent from FCI;

10.5.3 Give FCI access to and provide FCI with copies of all correspondence and documentation available to in relation to the claim or circumstance and afford FCI sufficient time in which to review and comment on such documentation;

10.5.4 Inform FCI of any proposed meeting with any third party in relation to a claim or circumstance and allow FCI to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which FCI were not present;

10.5.5 Conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which FCI have approved in writing and take such action as FCI may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;

10.5.6 Provide FCI with such other information as assistance as is necessary

11 CHESHIRE BRINE WARRANTY

- 11.1 For the purposes of the Cheshire Brine Warranty only (section 11 of these Terms) “You/Your” means the person or organisation to whom a Protected CON29M Product is issued, who may be:
- 11.1.1 The person who asked for the Protected CON29M Product in connection with the purchase of the Property Site (and their mortgagee);
 - 11.1.2 The person who purchased the Property Site (and their mortgagee) from the person who asked for the Protected CON29M Product for the benefit of the purchaser as part of a seller’s pack or if the Property Site has been purchased by way of auction;
 - 11.1.3 The owner of the Property Site (and their mortgagee) if they are re-mortgaging the Property Site or the owner of the Property Site who has chosen to obtain a Protected CON29M Product
 - 11.1.4 The estate and beneficiaries, to whom the Property Site will pass in the event that the owner of the Property Site dies during a period in which they are covered under this Cheshire Brine Warranty.
- 11.2 FCI will protect You for losses up to £50,000 in the aggregate in respect of a Property Site where the Property Site suffers subsidence caused by brine pumping and the Cheshire Brine Compensation Board refuses to make payment for remedial works to the Property Site, because either:
- 11.2.1 the Cheshire Brine Compensation Board have previously made payment and future claims relating to the Property Site have been commuted; or
 - 11.2.2 the Cheshire Brine Compensation Board have previously made payment to a previous owner of the Property Site and the required remedial work was not carried out or carried out improperly.
- 11.3 The losses covered are:
- 11.3.1 The cost of repairs to the Property Site;
 - 11.3.2 The loss in fair market value of the Property Site as determined by an independent surveyor arranged or appointed by FCI and/or its advisors; and
 - 11.3.3 Any other costs and expenses which have been agreed in advance with FCI.
- 11.4 For the avoidance of doubt FCI will not protect You for claims arising from:
- 11.4.1 Loss arising from subsidence occurring after the date of issue of the Protected CON29M Product which is or would otherwise be recoverable under Your buildings’ insurance policy;
 - 11.4.2 Loss arising wholly or partly because of Your wilful act or negligence;
 - 11.4.3 Loss if at the date of a claim You are not the legal or beneficial owner of the Property Site;
 - 11.4.4 Loss in relation to loss of a transaction for the sale or for the purchase of the Property Site and any costs incurred by You in relation to the loss of such transaction;
 - 11.4.5 Loss in respect of structural or other physical damage caused to the Property Site by subsidence of flooding after the effective date
 - 11.4.6 Loss for which the Cheshire Brine Compensation Subsidence Board may be required to pay by law other than where payment has already been made by the Cheshire Brine Compensation Subsidence Board but where such monies were not used properly for the purpose of repair of the Property Site by a previous owner.
 - 11.4.7 Loss arising from matters revealed by a previous enquiry or conveyancing search result containing Cheshire Salt data obtained by You or known to a previous owner of the Property Site.
 - 11.4.8 Loss arising from matters in a search containing Cheshire Salt data ordered after the date the Protected CON29M Product was issued and either obtained by You or provided to You by a potential purchaser of the Property Site.
 - 11.4.9 Where the use of the Property Site has changed after the date of issue of the Protected CON29M Product.
 - 11.4.10 Loss where you make a claim knowing it to be false or fraudulent, at which point this Cheshire Brine Warranty will become voidable and all claims under it may be forfeited.
 - 11.4.11 Loss if at the time of any claim made under this Cheshire Brine Warranty there is any other protection in place, such as insurance, whether effected by You or by any other person under which You may be entitled to make a claim. In such an instance FCI will be liable to pay or contribute in respect of any claim only rateably with such other protection.
- 11.5 FCI and its advisors, consultants, insurers or affiliates will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event You will (to the extent reasonably practicable in the circumstances, but without limitation):

- 11.5.1 Not incur any cost or expense without first consulting with and receiving written consent from FCI;
- 11.5.2 Not make any admission of liability, offer, settlement promise, payment or discharge without first consulting with FCI and receiving written consent from FCI;
- 11.5.3 Give FCI access to and provide FCI with copies of all correspondence and documentation available to in relation to the claim or circumstance and afford FCI sufficient time in which to review and comment on such documentation;
- 11.5.4 Inform FCI of any proposed meeting with any third party in relation to a claim or circumstance and allow FCI to attend such meeting and, if requested, provide a detailed written account of the subject and outcome of any such meeting or discussion at which FCI were not present;
- 11.5.5 Conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which FCI have approved in writing and take such action as FCI may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
- 11.5.6 Provide FCI with such other information as assistance as is necessary

12 TERMINATION

- 12.1 In the event that FCI reasonably believes that You have not provided the information required to enable the proper provision of the Services, FCI reserves the right to suspend all further performance of the Services until such time FCI is satisfied such deficiency has been made good.
- 12.2 FCI 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:
 - 12.2.1 You are in breach of these Terms or fail to remedy the breach within 7 days of a written notice to do so from FCI; or
 - 12.2.2 You repeatedly commit or cause to be committed a material breach of these Terms; or
 - 12.2.3 You fail to make any payment in accordance with Clause 5; or
 - 12.2.4 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.
- 12.3 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 FCI before termination.
- 12.4 All transactions agreed prior to the date of termination will be completed in accordance with these Terms.
- 12.5 FCI may terminate Your Account and Your access to the Services by giving You 30 days' notice in writing if in FCI's sole opinion it is no longer appropriate for You to have access to the Services.

13 NOTICES AND GENERAL

- 13.1 Unless otherwise provided in these Terms, all notices by You to FCI must be in writing and sent to FCI at: fc-admin@dyedurham.com.
- 13.2 All notices from FCI to You will be displayed on the Site from time to time.
- 13.3 FCI may at any time assign or transfer any or all of its obligations as set out in these Terms to any third party and, following intimation to You of such assignment or transfer, FCI will be relieved of any further obligation to You.
- 13.4 FCI may authorise or allow contractors and other third parties to provide to FCI and/or You services necessary or related to the Services and to perform FCI's obligations and exercise FCI's rights under these Terms (including collecting payment on behalf of FCI).
- 13.5 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, can be assigned or transferred to another party in any way by You without the written consent of FCI.
- 13.6 Nothing in these Terms will constitute or be deemed to constitute any partnership or joint venture between FCI and You or create or be deemed to create a relationship of principal and agent between FCI and You except as provided in Clause 6.8.
- 13.7 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.

- 13.8 Save as expressly produced in these Terms, no other person other than the persons set out therein shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and FCI will not be liable to any such third party in respect of any Services supplied.
- 13.9 Headings in these Terms are for convenience only and will not affect the meaning or interpretation of any part of these Terms.
- 13.10 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 FCI 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 a recognised body registered in the Territory such as the Centre for Effective 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.

14 COOKIES

- 14.1 Cookies are small text files that are stored on Your computer to enhance functionality on a website by remembering specific credentials. FCI uses cookies as a fundamental part of the operation of the Site, and in order to ensure efficiency of its service to You.
- 14.2 For more information about cookies and how they are used, please go to www.whatarecookies.com To find out how to manage or remove cookies from Your web browser, please go to www.whatarecookies.com/delete.asp

15 COMPLAINTS PROCEDURE

- 15.1 If You have a complaint regarding FCI's Services, please send the details to:
Future Climate Info Ltd, Courtyard House, The Square, Lightwater, Surrey, GU18 5SS. Tel: 01732 755180. E-mail: fc-admin@dyedurham.com
- 15.2 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, FCI will inform You of the reasons for this and give You an indication of when You should receive a response.
- 15.3 If You have not received a response within 40 working days of the original receipt of the complaint, or FCI is not able to resolve it to Your satisfaction, You may be able to refer Your complaint to: The Property Ombudsman (TPO's) scheme, (website www.tpos.co.uk, email: admin@tpos.co.uk). FCI will co-operate fully with the Ombudsman during an investigation and comply with their final decision.
To view the full complaints procedure [click here](#)
- 15.4 If Your complaint relates to a third party Supplier, FCI will pass Your complaint to them to investigate. Unless You advise FCI to the contrary they will be entitled to disclose Your identity to them and share any other information needed to investigate Your complaint.

16 DATA PROTECTION

- 16.1 For the purposes of this clause:
- 16.1.1 "Controller" means the person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; and
- 16.1.2 "Data Protection Law" means all applicable statutes and regulations in any jurisdiction pertaining to the processing of Personal Data, including but not limited to the privacy and security of Personal Data; and
- 16.1.3 "Data Subject" means the identified or identifiable natural living person to whom the Personal Data relates; and
- 16.1.4 "Personal Data" means any information relating to the Data Subject; and
- 16.1.5 "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 16.2 You and FCI acknowledge and agree that where a party processes Personal Data under or in connection with this

agreement it alone determines the purposes and means of such processing as a Controller.

- 16.3 In respect of the Personal Data a party processes under or in connection with this agreement, the party:
- 16.3.1 shall comply at all times with its obligations under the Data Protection Law; and
 - 16.3.2 shall notify the other party without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach; and
 - 16.3.3 shall assist and co-operate fully with the other party to enable the other party to comply with their obligations under Data Protection Law, including but not limited to in respect of keeping Personal Data secure, dealing with Personal Data Breaches, complying with the rights of Data Subjects and carrying out data protection impact assessments.
- 16.4 The parties shall work together to ensure that each of them is able to process the Personal Data it processes under or in connection with this agreement for the purposes contemplated by this agreement lawfully, fairly and in a transparent manner and in compliance with the Data Protection Law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable each party to comply with the Data Protection Law.
- 16.5 You will ensure that You obtain all necessary consents so that any Personal Data You provide FCI can be lawfully used or disclosed by You in the manner and for the purposes anticipated by these Terms.
- 16.6 By placing an order, providing any additional evidence or personal documents, You give explicit consent that the information You have provided will be passed to or used by FCI, its agents, authorised bodies, insurers or any successor firm in order to provide the Services and to prevent financial crime and in doing so such information may be passed to other countries including those outside the EEA which may have limited data protection laws.