
PlanVal Products Terms & Conditions

TERMS AND CONDITIONS FOR ON-LINE ACCESS TO PRODUCTS

1. Definitions

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

1.1 "**PVAL**" means PlanVal Limited.

1.2 "**PVAL'S Fees**" means any charges levied by PVAL for its Products and Services as set out in the Site or as notified to You from time to time.

1.3 "**Content**" means any computing and/or information services and software or data and any other content, documentation, support materials and updates included in and/or supplied by or through the Site as Services or in any other way by PVAL whether developed by PVAL or Third Party Content.

1.4 "**Insurance Product**" means any insurance product provided by PVAL whether on its own or as part of a Product.

1.5 "**Intellectual Property Rights**" means all forms of protective rights relating to intellectual property as recognised in law.

1.6 "**Order**" means a request from You to PVAL made through the Site or an Agent's site, for Services.

1.7 "**Product**" means any information or other material PVAL supplies to You including all reports, insurance documents, certificates, data-sets, software or information these may contain.

1.8 "**Property Site**" means land, including anything built on or in it, about which You Order a Product or Service from PVAL.

1.9 "**Register**" or "**Registration**" means Your means of access to the Site for the purpose of purchasing Products and/or Services.

1.10 "**Services**" means any service provided to You by PVAL within these Terms including the Products and access to the Site and the Content: Services may, at PVAL'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.

1.11 "**Site**" means PVAL's website at www.planval.co.uk and includes all Services and any other report, insurance document, certificate, data-set, software or information contained in or derived from or by use of the Site.

1.12 "**Supplier**" or "**Third Party Data Supplier**" means any person or organisation providing data or information in any form to PVAL.

1.13 "**Terms**" means these terms and conditions, and shall include where relevant, the Third Party Supplier Terms & Conditions.

1.14 **"Third Party Data"** means any data, services, software, information and other content or functionality provided by third parties and linked to or otherwise employed in providing the Services.

1.15 **"You"** means you as the person placing an Order with PVAL.

1.16 **"Agent"** means any third party authorised by PVAL to supply its Products and Services.

1.17 **"Quotation"** means our quotations/proposals for Products or Services, which are valid for a period of 30 days only. We reserve the right to withdraw any quotation at any time before we accept an order.

1.18 **"Third Party Supplier Terms & Conditions"** means specific terms and conditions that apply to Third Party Data contained within the Product, which are defined in Schedule 1.

2. Terms and Conditions

2.1 These Terms, as detailed also in Section 4 (*Registration*), Section 5 (*Payment*) and Section 9 (*These Terms*), govern the relationship between You and PVAL. Additionally the Third Party Supplier Terms & Conditions govern the Third Party Data used within the Product, as defined in more detail in Schedule 1 of this agreement. In the event that there is a conflict between the Terms & Conditions these Terms shall prevail.

2.2 You will be deemed to have accepted these Terms and to have agreed to be bound by them if You proceed to Register, place an Order or pay for any Service provided to You by PVAL, or a PVAL Agent whether or not these Terms are repeated in any Product or Service or are otherwise expressly accepted by You.

2.3 PVAL will provide Services to You only once You have Registered. See Section 4, Clauses 4.1-4.2.

2.4 PVAL reserves the right, at its sole discretion, to modify these Terms and to revise or discontinue any aspect of its Services.

2.5 In providing search reports and services, PlanVal Limited will comply with the Search Code.

3. Intellectual Property Rights

3.1 You acknowledge that all Intellectual Property Rights in the Products, Services, Content and Site are and will continue to be owned by PVAL or its Supplier(s) and that nothing in these Terms purports to transfer, assign or grant any right to You in respect of the Intellectual Property Rights.

3.2 PVAL confirms that it has used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe third party rights of any kind.

3.3 The limitations on PVAL's liability as set out in Section 6 so far as they relate to Intellectual Property Rights will apply.

3.4 You agree that You will not, and that You will take all reasonable steps to ensure that Your employees, clients, agents, contractors or any other persons who may from time to time have access to Services will not, except as permitted by these Terms or with the separate written consent of PVAL:

3.4.1 effect or attempt to effect any modification, merger, change, reduction to any electronic medium or machine-readable form, reverse engineering, decompiling, disassembly of the Services, Content or Site (except as permitted by law);

3.4.2 copy, reproduce, translate or publish any aspect of the Services;

3.4.3 market, re-sell or carry on or add to any redistribution of the Services;

3.4.4 remove or change in any way any trademark or proprietary marking in any element of the Services.

3.5 You will acknowledge ownership of Intellectual Property Rights in the Products, Services, Content and Site in respect of any aspect of any of these which may be incorporated, referred to or used in Your own documents, reports, systems or services, whether or not these are supplied to any third party.

3.6 You agree to treat as strictly confidential the Services and all information they may obtain from the Services; to restrict any disclosure to employees, lenders or professional advisers necessary to allow that party to conduct its internal business; and to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.

3.7 You agree to indemnify PVAL fully against any claim, loss or other damage PVAL may suffer as a result of any breach by You or any other person or organisation receiving the Services through You.

3.8 You agree that You will comply with any reasonable instructions PVAL or its Agents 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.

4. Registration

4.1 To use PVAL's Services, You must first complete the registration process, or that of a PVAL Agent, as set out in the Site or the Agents site.

4.2 You may be provided with a user name and password as part of the registration process. Access to the Site will require that You enter Your user name and password. You may change Your password at any time. You will be responsible for ensuring that Your password is kept confidential, is used properly and is not disclosed to or used by unauthorised persons.

4.3 You must inform PVAL 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. PVAL will not be liable for any loss or damage caused to You by unauthorised use of your password.

4.4 If PVAL believes that there has been or is likely to be any breach of its security or misuse of the Service, it may change any or all of passwords issued to You and will notify You accordingly.

4.5 If a password is forgotten, PVAL will issue a new password on request and on completion of the security checks in use from time to time.

4.6 You confirm that all information given by You during Registration is true, complete and accurate in all respects. You agree to notify PVAL immediately of any changes in the registration information. PVAL reserves the right to terminate Your access to the Service immediately and without notice if it reasonably believes that You have given false information or have intentionally failed to inform PVAL of any changes to that information.

5. Payment

5.1 You will be fully responsible for all PVAL's Fees and other charges that accrue from Your use of the Services. If an order is cancelled by You or by PVAL, and the Third Party Data Supplier accepts the cancellation, no fee will be payable. We will endeavour to credit Your account with the amount of the Product charges, however there may be a cancellation fee, administration fee, or data fee to pay which will be agreed with you in advance.

5.2 In addition to PVAL's Fees, Value Added Tax at the rate then in force may be payable.

5.3 You agree to pay for the Services at the time of placing Your Order by means of a direct debit.

5.4 PVAL will be entitled, at its sole discretion, to increase PVAL's Fees on giving You not less than 30 days' notice.

6. Warranties and Limitation of PVAL's Liability

6.1 PVAL provides warranties and accepts liability only to the extent set out in this Section 6 and, in relation to specific Products, as set out in the Site in respect of that Product.

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

6.3 Nothing in these Terms excludes any other party's responsibility for death or personal injury caused by that person's negligence or wilful default.

6.4 PVAL will only be liable to You for accidental loss or damage caused by its own wilful default.

6.5 PVAL will not be liable to You if the Services are used other than as provided or referred to in these Terms.

6.6 In any event, and notwithstanding anything contained in these Terms, PVAL's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising in any way in relation to the Services (except in relation to death or personal injury) will not exceed an aggregate amount of £10 million GBP. PVAL will not be liable for any defect, failure or omission relating to the Services that is not notified to PVAL within 1 month of that issue becoming apparent to You.

6.7 You agree that:

6.7.1 You will not in any way hold PVAL responsible for its selection or retention of, or the acts or omissions of, Third Party Content or other Suppliers (including those with whom PVAL may have contracted from time to time to provide parts of the Services);

6.7.2 Your recourse against any Third Party Data or other Supplier will be limited to the Third Party Supplier's Terms and Conditions as defined in more detail in Schedule 1 ;

6.7.3 PVAL 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 PVAL undertakes to use reasonable efforts to correct any such errors, inaccuracies or defects within a reasonable period of being made aware of them;

6.7.4 PVAL 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 PVAL (including, but not limited to, failure of power supply, computer malfunction, inaccurate processing of data by third parties, delays in coding, loading, processing, checking or dispatching of data, corruption of data while in course of conversion, failure or overloading of printing or telecommunications or electronic communications);

6.7.5 PVAL's only obligation is to exercise the reasonable skill and care of a business supplying information to persons acting on their own behalf and You acknowledge that You are such a person;

6.7.6 before placing an Order You will carefully inspect the Property Site and take any other advice prudently required before making any decision in relation to the Property Site to which the Services may relate and

You will not rely exclusively on the Services in Your dealing with the Property Site or in relation to valuation of it;

- 6.7.7 the Services have not been prepared so as to meet Your or anyone else's particular requirements and You assume the entire risk as to their suitability and waive any claim of detrimental reliance upon them and You are solely responsible for selection or omission of any part of the relevant Content;
- 6.7.8 the information forming the Content has been extracted from a wide range of sources compiled for a many different purposes and to different standards and is not controlled or maintained by PVAL and that, accordingly, while PVAL may identify and will endeavour to correct errors brought to PVAL's attention, such information cannot be warranted to be free of error and errors and omissions may remain and some new errors may be introduced as a result of PVAL's own processing: PVAL does not accept any responsibility and expressly disclaims all liability for any errors, omissions or misstatements in such sources and for any loss or damage suffered by any
You or any other person acting or refraining from acting as a result of, or in reliance on, any of the Content;
- 6.7.9 given the wide range of data which could potentially be included in the Content, PVAL does not claim or warrant that either the Content or Services is comprehensive with respect to or sufficient for any specific purpose;
- 6.7.10 PVAL offers no warranty for the performance of any linked internet service not operated by PVAL;
- 6.7.11 without prejudice to any other restriction set out in these Terms, if You use for the benefit of or convey to any third party any element of the Services You will make such third party aware of the limitations, obligations and acknowledgments set out in these Terms;
- 6.7.12 You will observe and comply with all applicable laws and regulations.

6.8 If PVAL provides You with any additional service obtained from a third party or derived from information provided by a third party (including, but not limited to, any professional opinion or search carried out in relation to the Property Site) PVAL will not be liable to You in any way for any issue arising out of such additional service. PVAL will be deemed to act solely as Your agent in these circumstances and will be entitled to disclose Your identity: supply of such additional services will then be governed by the terms and conditions of any such third party.

7. Termination

7.1 PVAL may terminate Your Registration permanently or for an indefinite period without any liability to You with immediate effect if:

- 7.1.1 You are in breach of these Terms and fail to remedy the breach within 7 days of a written notice to do so from PVAL; or
- 7.1.2 You repeatedly commit or cause to be committed a material breach of these Terms; or
- 7.1.3 any payment made in accordance with Section 5 is subsequently rejected; or

7.2 PVAL may terminate Your Registration by giving You 30 days' notice in writing if in PVAL's sole opinion it is no longer appropriate for You to have access to the Services.

8. Notices and General

8.1 Unless otherwise provided in these Terms, all notices by You to PVAL must be in writing and sent to PVAL at **PlanVal Limited, The Forge, Mulberry Green, Harlow, CM17 0ET.**

8.2 All notices from PVAL to You will be displayed on the Site from time to time.

8.3 PVAL may assign its obligations as set out in these Terms to any person and, following intimation to You of such assignment, PVAL will be relieved of any further obligation to You.

8.4 PVAL may authorise or allow contractors and other third parties to provide to PVAL and/or You services necessary or related to the Services and to perform PVAL's obligations and exercise PVAL's rights under these Terms (including collecting payment on behalf of PVAL).

8.5 These terms are personal to You and neither Your obligations under these Terms nor the benefits to You provided under them nor Your right to use the Services can be assigned or transferred to another party in any way by You without the written consent of PVAL.

8.6 Nothing in these Terms will constitute or be deemed to constitute a partnership between PVAL and You or create or be deemed to create a relationship of principal and agent between PVAL and You.

8.7 References in these Terms to any legislation will be construed as references to such legislation as amended or re-enacted from time to time and to include subordinate legislation or regulations.

8.8 A person who is not a party to these Terms will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms and PVAL will not be liable to any such third party in respect of any Services supplied.

8.9 Headings in these Terms are for convenience only and will not affect the meaning or interpretation of any part of these Terms.

8.10 These Terms will be construed in accordance with and governed by the laws of England and Wales. You agree to the non-exclusive jurisdiction of the courts of England and Wales and waive any right to object to that forum on the grounds of inconvenience or otherwise. If any dispute arises out of or in connection with these Terms PVAL and You agree that, prior to instigation of any court proceedings, both parties will seek to have the dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution, by written notice initiating that procedure. If the dispute has not been resolved to the satisfaction of either party within 30 days of the initiating of the procedure, or if either party fails or refuses to participate in or withdraw from participation, then either party may refer the dispute to the High Court.

9. These Terms

9.1 These Terms will prevail at all times to the exclusion of all other terms and conditions between PVAL and You which You may purport to apply unless PVAL agrees in writing to such other terms or business arrangements.

9.2 These Terms, together with prices and delivery details as set out in the Site, will comprise the whole of the agreement by PVAL to supply the Services to You. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales representative or other person on behalf of PVAL should be construed as varying these Terms or as an authorised representation about the nature or quality of any product or service offered for sale by PVAL and (save for fraud or misrepresentation) PVAL will have no liability for such representation being untrue or misleading.

9.3 PVAL may modify these Terms and can revise, amend or discontinue any or all aspects of the Services at its sole discretion, with immediate effect and without prior notice. Any modification of these Terms and any revision,

amendment or discontinuation of the Services will be posted on the Site. Continued use by You of the Services will be deemed to be Your acceptance of such modification, revision, amendment or discontinuation and Your agreement to be bound by such amended Terms.

10. Personal Information

We will only use your personal information as set out in our Privacy Policy at www.planval.co.uk/privacy.asp

11. Complaints Procedure

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been provided by PlanVal Limited, The Forge, Mulberry Green, Harlow, CM17 0ET; Tel. 0845 544 2469; email: support@planval.co.uk which is registered with The Property Ombudsman (TPO) scheme.

COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with us using the contact details above, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you are dissatisfied with our final response, or if we have exceeded the maximum response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of any failure to perform with due care.

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296

Email: admin@tpos.co.uk

Website: www.tpos.co.uk

OUR COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- acknowledge this within 5 working days of receipt;
- endeavour to provide a final response, in writing, within 20 working days of receipt;
- keep you informed by letter, telephone or e-mail, if we need more time;
- provide you with a final response in writing, at the latest, within 40 working days of receipt;
- liaise with anyone acting formally on your behalf.

Complaints should be sent to:

Glen Olley,

Customer Services Manager,

PlanVal Limited,

The Forge,

Mulberry Green,

Harlow,

CM17 0ET;

Tel. 0845 544 2469; email: support@planval.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk, Website: www.tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.