

NEW CLIENT REGISTRATION FORM (May 2010)

Company Trading Name			
Company Reg No:		VAT Reg No:	
Trading Address		Billing Address	
Town		Town	
Postcode		Postcode	
Telephone		Telephone	
Fax		Fax	
Email (e.g. info@)		Email (e.g. accounts@)	

Ordering Requirements

Main Contact			
Telephone			
Fax			
Email			
Preferred Ordering Method	Online	Fax	Email
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Post/DX		
	<input type="checkbox"/>		
If 'Online' please complete (please note that the password must contain min 6 alphanumeric characters)			
User 1 Email		Password	
User 2 Email		Password	
User 3 Email		Password	
User 4 Email		Password	
User 5 Email		Password	

Product Requirements (INTERNAL USE ONLY)

Product Name	Reference	Band	Price (inc VAT)	Other Info

Payment Method

Please Tick Standard Method	BACS	Cheque	Prepayment	Other (specify)
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name: _____ Signed: _____

By signing this application form you agree that: (a) The information contained in this form is true and correct. (b) You have read and understood the terms and conditions attached. (c) You are authorised to bind the account holder to this agreement by signing it. You agree that under the Data Protection Act 1998 you consent to Conveyancing Data Services processing, storing and consulting the data provided on this form (d) We will make a search against you and your partners/company with a credit reference agency, which we will keep a record of that search. (e) We may also make enquiries about the principal directors with a credit reference agency. (f) you accept our payment terms of 14 days from invoice date (unless otherwise stated).

TERMS AND CONDITIONS

Conveyancing Data Services, as part of its core business activities, supplies a range of conveyancing and company search reports and Home Information Packs for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Data Services.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions the following words shall have the meanings set opposite them:
"Conveyancing Data Services Report" means any Report that we produce on your behalf.
"Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first.
"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.
"Order" means your request for us to provide the Services, which you place Online or by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone.
"Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report.
"Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Conveyancing Data Services Report or a Third Party Report.
"Third Party Report" means any Report that we procure from a third party on your behalf.
"Services" means our delivery of Reports to you.
"Us" "we" "our" means Conveyancing Data Services Limited whose registered office is at Delegate House, 30a Hart Street, Henley-on-Thames, Oxon, RG9 2AL
"Working Day" means Mondays to Fridays except bank and public holidays.
"You" "Your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.
1.2 Headings used in these Conditions are for convenience only and shall not affect their interpretation.
1.3 If there is a conflict between an Order and the Conditions, the Order will prevail.

2. THE SERVICES

- 2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
2.2 Each Order if accepted by us will constitute a separate and severable contract.
2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.
2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.
2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3. CHARGES

- 3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.
3.2 You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 14 days (unless shown otherwise) of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:
3.2.1 Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;
3.2.2 Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the end of such suspension or termination.

4. YOUR OBLIGATIONS

- 4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.
4.2 You agree that any Report that we may deliver to you is delivered to you on the understanding that it is only for your use and for the purpose that you have disclosed to us.
4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.
4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

5. CANCELLATION

- 5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.
5.2 Cancellation of an order will only be refunded if we have not incurred any costs for the order.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any and all Intellectual Property Rights in the Conveyancing Data Services Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Report in whole or part other than is expressly permitted by these Conditions.

7. LIMITATION OF LIABILITY

- 7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).
7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.
7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).
7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.
7.5 We will not be liable for any failure to perform our services due to an event beyond our reasonable control.
7.6 Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £2,000,000 per claim.

8. FORCE MAJEURE

- 8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

9. ASSIGNMENT

- 9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.
9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. GENERAL

- 10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.
10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.
10.7 You and we agree that no third party will be afforded any rights under these Conditions.