

HOME CHECK CONTAMINATED LAND INSURANCE CERTIFICATE

Schedule for Certificate Number: 1234 Premium: £xx inclusive of insurance premium tax



The Underwriters	Liberty Legal Indemnities Underwritten by Syndicate 190 at Lloyd's
The Insured:	Sample
The Property:	Sample House Samletown Axx 1xx
The Developments:	The use of the Property as a private dwelling house only
Limit of Indemnity:	£1,000,000 in the aggregate during period of Insurance
Period of Insurance:	The period commencing 27/08/2003 and expiring after 10 years or, where an Insured is a mortgagee of the Property, the period applicable to that mortgagee shall be co-extensive with the term of that mortgagee's subsisting mortgage.
Land Area	Up to 1/2 acre

Cover

In consideration of the Insured paying the Premium for this insurance, and being or about to become the owner or mortgagee of the Property, the Underwriters agree subject to the terms and conditions of this Certificate to provide indemnity as follows:

- i.) the costs and expenses incurred by the Insured in complying with any Remediation Notice served on the Insured under the provisions of the Environmental Protection Act 1990 as amended (which shall include any statutory modification or re-enactment and shall hereinafter be referred to as "the Act") by the local authority in whose area the Property is situated or the Environment Agency (hereinafter referred to as "the enforcing authority"), or
- ii.) the costs and expenses incurred by the Insured in carrying out any remediation works on an agreed basis with the enforcing authority necessary to prevent any Remediation Notice being served, and
- iii.) any liability of the Insured to the enforcing authority in respect of any remediation work done by the enforcing authority relating to the Property, and
- iv.) any costs and expenses necessarily incurred to restore the Insured's Property following a claim hereunder, and
- v.) any other costs and expenses incurred by the Insured with the written consent of the Underwriters, and
- vi.) any difference in the sale price achieved by the Insured and the open market value of the Property arising solely and directly consequent to a claim hereunder such difference and open market value to be determined by a surveyor appointed jointly by the parties or in default of such appointment by the President for the time being of the Royal Institution of Chartered Surveyors.

Exclusions

This Certificate shall not cover the Insured in respect of any notice served on the Insured partly or wholly arising from any:-

- i.) Act or omission of the Insured or any person or persons deriving title from the Insured, or
- ii.) Harm or pollution of controlled waters so far as attributable to any radioactivity possessed by any substance, or
- iii.) Act of vandalism or dumping perpetrated by any third party following the Date of Commencement, or
- iv.) Use of the Property which at the time of any claim hereunder is materially different from The Developments defined in the Certificate
- v.) Schedule above.

Claims Conditions

- (1) The Insured shall give written notice to the Underwriters as soon as possible after receiving information of any claim or loss or any occurrence for which there may be liability under this Certificate with full particulars thereof every letter claim or writ or summons and process shall be forwarded to the Underwriters on receipt.
- (2) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Underwriters who shall be entitled to take over and conduct in the name of Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim the Insured shall give all such information and assistance as the Underwriters may require.
- (3) In connection with any claims against the Insured the Underwriters may at any time pay to the Insured the Limit of Indemnity (after deduction of any sum already paid under the Certificate) or any less amount for which such claim can be settled and thereupon the Underwriters shall relinquish the control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Underwriters may be responsible in respect of matters prior to the date of such payment.
- (4) If any difference shall arise as to the amounts to be paid under this Certificate (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Underwriters.
- (5) If at any time any claim arises under this Certificate there be any other insurance covering the same liability the Underwriters shall not pay more than its rateable proportion of such claim and costs and expenses in connection therewith.
- (6) The Insured shall not be entitled to abandon the Property to the Underwriters.
- (7) Unless it is specifically agreed between the Underwriters and the Insured to the contrary this insurance shall be governed by English Law.
- (8) In the event of any claim or possible claim the Insured or any person acting on behalf of the Insured shall not disclose to any third party the existence of this Certificate or any information relating thereto.

Enquiries and Complaints

Any enquiries or complaints regarding this insurance should in the first instance be directed to the Administrators. Sitescope Limited act as the agents for the Administrators for this insurance, who are: Countrywide Legal Indemnities Ltd, St Crispins, Duke Street, Norwich, Norfolk, NR3 1PD, Telephone: 01603 617617 or Liberty Legal Indemnities, Fifth Floor, One Minster Court, London, EC3R 7AA.

If you remain dissatisfied you may ask the Complaints Department at Lloyd's to review your case without prejudice to your rights in law. Their address is: Complaints Department Lloyd's, One Lime Street, London, EC3M 7HA.

If, after following the above procedure, your complaint has not been resolved to your satisfaction, you have the right to refer the matter to the Insurance Ombudsman, at: Insurance Ombudsman Bureau, City Gate One, 135 Park Street, London, SE1 9EA. Please quote your Certificate Number in all cases.

SITESCOPE'S TERMS & CONDITIONS – “THE WAY WE DO BUSINESS”

This document sets out the way We do business.

“**Account**” means the credit account established by a Member with SiteScope.

“**Agreement**” means the agreement between Ourselves created by Your acceptance of these Terms.

“**Authorised Reseller**” means a person whom SiteScope has appointed to resell its Reports and Services for it.

“**Client**” means the individual or organization to whom You provide professional services as an agent and/or Your professional advisors where applicable.

“**Content**” means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or in any other way by SiteScope and shall include SiteScope developed and Third Party Content.

“**Designated Users**” means individuals appointed by Members to transact across the Member’s Account.

“**Homecheck™**” is a trademark of SiteScope Limited.

“**Intellectual Property Rights**” means all forms of intellectual property or protective rights recognised in law.

“**Member**” means the person, firm or organisation who establishes and/or uses the Account.

“**Order**” means the request for Services from SiteScope by You.

“**Property Site**” means a land site on which a Member requests SiteScope provide either a Report or any other Service.

References to “**We**”, “**Us**” and “**Our**” are references to SiteScope Limited (“**SiteScope**”), whose registered office is 22 Great James Street London WC1N 3ES.

References to “**You/Your/Yourself**” refer to the contracting party who places an Order with SiteScope Limited and for whom the Services are to be provided by SiteScope.

“**Report**” includes any information that SiteScope supplies to You including all reports, services, datasets, software or information contained in them.

“**Services**” means the provision of any service by SiteScope pursuant to these Terms which at the sole discretion of SiteScope, may be time limited, for the purposes of evaluation only, offer reduced functionality, offer limited access to the Content, or be free of charge.

“**SiteScope®**” is a registered trademark of SiteScope Limited. “**SiteScope Administrative Office**” is Imperial House, 21-25 North Street Bromley, BR1 1SS.

“**SiteScope Fees**” means any charges levied by SiteScope for Services provided to You

“**Suppliers**” means any organisation who provides data or information of any form to SiteScope.

“**Terms**” means these Terms & Conditions.

“**Third Party Content**” means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

“**Websites**” means SiteScope’s websites,

www.homecheckpro.co.uk, www.sitescope.co.uk and www.homecheck.co.uk and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

1. Terms & Conditions

a. These Terms govern the relationship between You and SiteScope whether You are an unregistered visitor to either of the Websites or a registered Member purchasing “SiteScope®” or “Homecheck™” products or Services from SiteScope.

b. In order to receive chargeable Services from SiteScope You have to set up an Account. Once You have opened an Account You will be able to set up Designated Users and You will be able to purchase the Services.

c. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, set up an Account or pay SiteScope for any Services provided or Reports ordered.

d. If the person communicating with SiteScope is an agent, they must ensure their principal agrees to these Terms.

e. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

f. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

g. SiteScope reserves the right to refuse to supply Services to You or any other potential client without notice or reason.

2. Reports

a. You acknowledge that the Content is derived from historical sources and/or information available in public records and/or from Third Party Content suppliers and that in general Third Party Content is supplied to Us without warranty and SiteScope does not warrant that the data within either the Third Party Content or the Content provided is comprehensive or accurate.

b. You acknowledge that the Services contain large amounts of information compiled from many different sources for many different purposes to many different standards and it is therefore impossible for the Content to be error free and that while We may identify and correct errors brought to our attention, many errors and omissions will remain and some new errors or omissions may be introduced as a result of our data processing.

c. You accept that Reports are only the result of an analysis of a collection of historical database(s) that We have been able to

accumulate from public and third party sources whom We trust.

d. SiteScope reserves the right, without limitation to change the Reports or Services on offer at any time.

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Report and Services are and shall remain owned by either SiteScope or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

b. You are entitled to make the following use of the Services and Reports subject always to these Terms; either

i. within Your organization subject to You not providing, disclosing, making available, or using for the benefit of anyone outside Your organisation any portion of the Services or the Content provided under these Terms; or

ii. for a Client as part of professional services provided by You in respect only of the instruction received from one Client (the person to whom You provide a professional or business service which incorporates or is derived from any part of the Services) and only in respect of the one Property Site included in that one instruction. You may not provide, disclose or make available to anyone other than the Client any portion of the Services or the Content provided under these Terms.

c. You agree that You will not, and You will take all reasonable steps to ensure that Your employees, agents or contractors who may from time to time have access to the Services will not, except as permitted herein or by separate agreement with SiteScope:-

i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or

ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Reports, Content or Web site; or

iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.

d. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.

e. You are permitted to make five hard copies of any Report, but are not authorized to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller.

f. You hereby agree to fully indemnify SiteScope against any claim losses or other damages suffered by SiteScope as a result of Your breaching any provision within these Terms.

g. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You or Your Client.

h. We confirm that We have used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe any third party rights of any kind.

4. Charges

a. SiteScope may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.

b. You are fully responsible for all charges that accumulate on Your Account.

c. VAT at the prevailing rate shall be payable in addition to the SiteScope Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

d. An individual invoice will be generated for each Order created subject to these Terms. The SiteScope Fees are payable in full within 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of SiteScope Fees may, at Our sole discretion result in SiteScope terminating or limiting the use of Your Account and its provision of Services to You.

e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of HSBC Bank plc.

5. Termination

a. SiteScope may terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

i. You fail to make any payment due in accordance with Clause 4;

ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or

iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so SiteScope may remedy the breach and recover the costs thereof from You; or

iv. You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

b. If Your rights are terminated under this Clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined in relation to the value of Services previously purchased.

c. We may suspend the Agreement between You and SiteScope

for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

d. SiteScope may terminate this agreement with 30 day’s notice in writing if in Our opinion it is no longer appropriate for this Agreement to remain in force between You and SiteScope.

e. Termination of this Agreement shall not affect Your liability for any and all outstanding charges whether or not invoiced before termination.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 6.

b. Nothing in these Terms excludes either party’s liability for death or personal injury caused by that party’s negligence or wilful default.

c. Subject to Clause 6. b, SiteScope shall only be liable to You for accidental loss or damage caused by the wilful default of SiteScope and SiteScope shall have no liability if the Services are used otherwise than as provided or referred to in these Terms.

d. Save as precluded by law, SiteScope shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by SiteScope or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.

e. In any event, and notwithstanding anything contained in these Terms, SiteScope’s liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £350,000 if the complaint is in relation to a Report on residential property and an amount not exceeding £500,000 in respect of any other Report purchased from SiteScope, except in so far as SiteScope will not be liable for any defect, failure or omission relating to the Services that is not notified to SiteScope within six months of the date of the issue becoming apparent and, in any event within twelve months of receipt of the Report except where any claim relates either to a part of the Services that is not chargeable or if You have been in breach of any part of these Terms SiteScope’s liability shall be limited to £1,000.

f. You acknowledge that:-

i. You shall have no claim or recourse against any Third Party Content supplier or any of our other Suppliers;

ii. You will not in any way hold us responsible for any selection or retention of, or the acts or omissions of, Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services;

iii. SiteScope does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although SiteScope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;

iv. SiteScope’s only obligation is to exercise the reasonable skill and care of a business to business environmental property risk information company supplying information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;

v. no physical inspection of the Property Site reported on is carried out as part of any Services offered by SiteScope and as such We do not warrant that all land uses or features whether past or current will be identified in the Services and 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;

vi. You should carefully inspect the Property Site, and take any other advice reasonable prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other SiteScope Services in terms of valuing the Property Site;

vii. SiteScope will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered;

viii. The Services have not been prepared to meet You or anyone else’s individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and that You are solely responsible for the selection or omission of any specific part of the Content;

ix. there are a large number of data sets that could be provided by the Services and SiteScope does not claim that the Content or the Services are comprehensive with respect to or sufficient for any specific purpose;

x. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users’ password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;

xi. You must observe and comply with all applicable

regulations and legislation;

xii. before making any significant commercial or professional decision, it is prudent to consult a number of different sources of information and that You are responsible for the consequences of any use of the Services;

xiii. You indemnify and hold us, our Third Party Content suppliers, our licensors, parents, subsidiaries, affiliates, officers and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out of Your use or misuse of the Services, or the Content;

xiv. We offer no warranty for the performance of any linked internet service not operated by Us;

xv. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures in the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

xvi. that, without prejudice to any restrictions 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 part of the Web site, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;

xvii. any support or assistance provided to You in connection with these Terms is at Your risk;

xviii. You will allow us to check Your use of the Services at all reasonable times and that We may on reasonable notice to You send a representative to any of Your premises to verify compliance with these Terms and that You irrevocably consent to us and such representatives entering any of Your premises for this purpose;

xix. the information contained in the Websites has been extracted from various Crown Copyright and other published sources, and accordingly, Sitescope Limited does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these websites;

g. All liability for any insurance products purchased by You rests solely with the insurer. Sitescope does not endorse any particular product or insurer and no information contained within either the Websites or in any material or Report produced by Sitescope should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Sitescope will deem such as Your consent to forward a copy of the Report to the insurers.

h. If Sitescope provides You with any additional service obtained from a third party, including but not limited to any

professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, Sitescope will not be liable in any way for any issues arising out of the provision of those additional services to You or Your Client. Sitescope will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties

7. Events Beyond Our Control

You acknowledge that Sitescope shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer, in the course of electronic communication, or printing.

8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

9. Governing Law

These Terms shall be construed in accordance with English Law and interpreted in accordance with English law. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of High Court proceedings, they 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 (CEDR), by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 30 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the High Court.

10. Entire Agreement

a. These Terms, together with the prices and delivery details set out on our Websites comprise the whole of our agreement relating to the supply of goods to You by Sitescope. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a

variation of these Terms or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or misrepresentation, Sitescope shall have no liability for any such representation being untrue or misleading.

b. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply except as otherwise agreed in accordance with Clause 1.f.

c. These Terms shall override any other provisions related to the Services which You may seek to impose upon us even if such other provisions are submitted in a later document or purport to exclude or override these Terms and, subject only to the Clause 1.f, neither the course of conduct between parties nor trade practice shall act to modify these Terms.

11. General

a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms. Your right to use the Services, operate Your Account or to designate users is not transferable

b. Sitescope may assign its rights and obligations under these Terms without prior notice or any limitation.

c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999, to enforce any terms of such contract and Sitescope shall not be liable to any such third party in respect of any Services supplied.

e. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

f. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

g. Unless otherwise stated in these Terms, all notices from You to Sitescope must be in writing and sent to the Sitescope Administrative Office and all notices from Us to You will be displayed on our Websites from time to time.