



Property Searches

Thames Water Property Searches Terms and Conditions

1. Introduction

- a. These Terms and Conditions (together with the documents expressly referred to in it) (the “Terms and Conditions”) set out the terms on which you may request and receive property-related reports from our website thameswater.co.uk/propertysearches (the “Website”) and make use generally of our services as a registered user. Please read these Terms and Conditions carefully.
- b. By registering your details and clicking “register”, you agree that these Terms and Conditions will apply to your registration as a user of the Website and the Services.
- c. By placing an order for a Search Report and ticking the button marked “Please agree to our terms and conditions.” on the Website you indicate that you accept these Terms and Conditions and that you agree to be bound by them in relation to your order. If you do not agree to these Terms and Conditions, you will not be able to place an order on the Website and place an order for property-related reports.
- d. We may amend these Terms and Conditions from time to time. Every time you wish to place an order for a Search Report, please check these Terms and Conditions to ensure you understand the terms which apply at that time. It is your responsibility to check whether these Terms and Conditions have been updated since your last order.
- e. These Terms and Conditions, and the contract between us, are only in English language.

2. Interpretation and definitions

Whilst the Company will use reasonable care and skill in producing the Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-

- a. In these Terms and Conditions, ‘we’, ‘our’ and ‘us’ refer to Thames Water. ‘You’ and ‘your’ refer to the individual consumer or ‘business customer’ requesting the provision of property-related reports from us. For the avoidance of doubt, ‘you’ are an ‘individual consumer’ if you are purchasing a Search Report from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession and ‘you’ are a ‘business customer’ if you are purchasing a Search Report from our site for purposes relating to furtherance of your trade, business, craft or profession.
- b. In these Terms and Conditions, the following words and expressions have the following meanings:

Client – the individual consumer, for whom you as a business customer have agreed in writing to supply one or more Search Reports in the normal course of your business acting in a professional capacity in advising a member of the public.

Map Data – means any Ordnance Survey map data provided as part of the Services.

Online Account – means the online account through which you are able to use and access the Services and which is accessible on, or via the Website.

Search Request – your electronic request to us on the Website to provide particular property-related reports.

Search Report – means a Thames Water Search Report.

Services – the services we provide in response to your Search Request.

Terms of Use – the terms of use on which you may make use of our website thameswater.co.uk/propertysearches, whether as a guest or a registered user, available here.

Thames Water – Thames Water Utilities Limited.

Thames Water Search Report – an electronic report produced by us in response to your Search Request.

Thames Water Product Terms – additional product terms and conditions which are imposed by us in respect of certain Thames Water Search Reports that may be purchased by business customers (as applicable), to be found here: thameswater.co.uk/psresidentialtc
thameswater.co.uk/pscommercialtc

3. Your status

- a. You need to be registered on the Website in order to make use of our Services.
- b. By registering your details on the Website, you warrant that:
 - i. you are legally capable of entering into binding contracts;
 - ii. where relevant, you are authorised to act on behalf of the Client and to provide, where relevant, any personal data required for the Search Request; and
 - iii. you are at least 18 years old.

4. Information about us

Thames Water Utilities Limited (company number 2366661) is a company registered in England & Wales with its registered office at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB.

5. The contract

- a. Your Search Request on the Website constitutes an offer by you to purchase Search Report(s) from us.
- b. If you are a business customer, you may purchase certain residential and commercial conveyancing products as set out on the Website. Where this is the case, you also accept the applicable Thames Water Product Terms.
- c. Our Services are provided on the basis of these Terms and Conditions and, where applicable, the Thames Water Product Terms.
- d. We may choose whether to accept your Search Request.
- e. Our order process allows you to check and amend any errors before submitting your Search Request to us. Please take the time to read and check your Search Request on each page of the order process.
- f. After you place a Search Request, you will receive an e-mail from us acknowledging that we have received your Search Request, at which point a legally binding contract is formed between you and us.
- g. If we cannot accept your Search Request owing to reasons outside of our control, for example, if your Search Request does not fall within our area or if we require further information from you which you do not provide (such as confirmation of the site details), we will email you using the details you provided when you placed your Search Request to set out these reasons and will put your order on hold until such details can be confirmed. If we do not receive the information requested within a reasonable time, we may cancel your Search Request and end our contract by giving notice to you by email.

- h. Where you submit a Search Request in your capacity as an individual consumer, we will not process your order for 14 days unless you have confirmed that you waive your right to cancel at the time you place your order. Your right to cancel is set out in full at clause 6, below.
- i. Where you submit a Search Request on behalf of a Client, you remain responsible for your compliance with all applicable data protection and privacy laws at all times, including but not limited to, ensuring you have an appropriate lawful basis to share any personal data of the Client or any other individual with us for the purpose of the Services, obtaining any required consents (if applicable), and providing any required notices to data subjects.

6. Cancellations or Alterations

- a. You may cancel your Search Request on the Website at any time as follows:
 - i. Before we start to process it; and/or
 - ii. If you are an individual consumer, within 14 days after the day on which the contract is entered into (The Cancellation Period),
without giving any reason.
- b. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement, for example, by telephoning us at 0800 009 4540, emailing property.searches@thameswater.co.uk or using such other means as may be provided for on the Website.
- c. Where you are ordering a Search Report as an individual consumer, we will not process your order or provide the Search Report to you before the end of the Cancellation Period unless you provide your express consent and you acknowledge that you will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.
- d. If you require supply of the Search Report before the end of the Cancellation Period and provide your consent in accordance with clause 6(c), you will lose your right to cancel your Search request in accordance with clause 6(a)(ii).
- e. The Cancellation Period does not apply to your order if you are placing the order as a business customer in the capacity your business, trade, craft or profession.
- f. If you cancel in circumstances outside those set out at clause 6(a) you may be liable for fees incurred by us.

7. Search reports

- a. We will send an email to the email address you have provided in your Search Request to tell you when the Search Report is ready to download from our Website.
- b. If you have a query about the content of a Search Report, please contact property.searches@thameswater.co.uk.

8. Service standards

- a. We will comply with all laws and regulations which apply to the provision of the Services.
- b. Where we accept your Search Request:
 - i. we will provide the Services with reasonable skill and care;
 - ii. we will use reasonable endeavours to fulfil your Search Request within the timeframe described for your applicable Search Request on the Website when you place your Search Request. Any timeframes stated during the order process are estimates only and are subject to you providing any missing relevant information we require and/ or circumstances beyond our reasonable control; and
 - iii. we warrant that we have all necessary licences and permissions, including intellectual property rights to perform the Services.
- c. We do not warrant that the Services will meet your requirements. It is your responsibility to ensure that your Search Request, the Services, and the Search Report meet your requirements and (if applicable) the requirements of your Client.
- d. To the fullest extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms implied by statute, common law or the law of equity.

9. Disclaimers with regard to the Search Reports

- a. To the fullest extent permitted by law, we do not accept liability for errors, omissions and/or inconsistencies in the content of the Search Reports unless due directly to our wrongful or negligent acts or omissions.
- b. You acknowledge and accept that you have not submitted a Search Request in reliance on any statement, opinion, commentary, representation, guarantee or warranty contained or posted on the Website and/or given by us.
- c. If you order an Asset Location Search, the position of the apparatus shown on the plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

10. Prices and payment

- a. We will publish our prices on the Website.
- b. Stated prices are in pounds sterling and will be provided inclusive (at the applicable rate) of VAT for consumer customers and exclusive (at the applicable rate) of VAT for business customers.
- c. Unless paragraph 10 (f) applies, the price you pay for each Search Report is fixed when you make your Search Request on the Website.
- d. Prices published on our Website are liable to change at any time. We may give prior notice of any adjustment to our prices, such notice to be sent to the email address or telephone number you provide to us, but we are not required to do so. Please note that no adjustment to our prices will be retrospective and changes in the prices will not affect orders which have been accepted prior to the change.

- e. Payment for the Search Reports is due within 14 days from the date of invoice which will be supplied after we have provided you your Search Report. Payment must be made in accordance with the payment terms and conditions supplied to you with the invoice.
- f. In some cases, our charges may be subject to amendment even after you have placed a Search Request with us to take account of property specific factors including, for example, plot size and multiple occupancy which may affect charges for Search Reports. Where this applies, we will ask you to confirm whether or not you wish us to continue with the Search Request at the amended price.
- g. If there has been an error on the Website regarding the pricing of our Search Report and this affects your order, we will try to contact you using the email address or telephone number provided by you when you placed the Search Request. Where this is the case, we will ask you to confirm whether or not you wish to still submit a Search Request at the correct price or to cancel the Search Request. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

11. Intellectual property rights

- a. Unless paragraph 11 (b), we grant you a non-exclusive and non-transferable licence:
 - i. to use the Website for the purpose of making Search Requests and receiving Search Reports;
 - ii. to make copies of the Search Reports (except the Map Data) for your own internal purposes;
 - iii. to incorporate the Search Reports (other than the Map Data) into any written advice you provide in the normal course of your business; and
 - iv. to disclose the Search Reports in the normal course of your business to:
 1. your Client;
 2. anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Search Report relates; and
 3. to the professional advisers of those referred to in (2), above.
- b. If you are an individual consumer, any Services we provide are for your domestic and personal use only. You must not use the Services for commercial, business or resale purposes.
- c. All intellectual property rights, including trademarks, domain names and copyright in the Search Reports are owned by us or licensed to us by our licensors.
- d. All intellectual property rights, including trademarks, domain names and copyright in the form and content of the Website (together with the website design, text and graphics and the arrangement of them) are owned by or licensed to us. All such rights are reserved.
- e. The name Thames Water, our logos or other proprietary rights must not be used in any way without our prior written approval. Nothing in these Terms and Conditions and/or the Website constitutes a licence to use any such rights in any way except as expressly permitted herein.
- f. You must not alter, remove or obscure any logos and/or branding which is contained in a Search Report.

- g. Reproduction of any page(s) from the Website that does not constitute the Search Report itself is limited to the downloading to a local hard disk for your personal, non commercial use. The content of the Website may not be copied or otherwise incorporated into or stored in any other website, electronic retrieval system, publication or other work in any form without our prior written consent or in accordance with the Copyright, Designs and Patents Act 1998 as amended. If you download or print copies of the content you must retain any copyright or other intellectual property notices in their original format.

12. Map data

- a. Ordnance Survey have set limits on rights to print out and copy Map Data.
- b. If you need further copies of the Map Data or to pass it on to others you must obtain and pay for a licence directly from Ordnance Survey.

13. Third party rights

- a. Where you are acting in the normal course of your business, your Clients are entitled to the benefit of these Terms and Conditions.
- b. Your Clients' consent is not required to any amendment or variation to these Terms and Conditions or to each party's rights and obligations under it.
- c. No other person who is not a party to these Terms and Conditions has any right to enforce these Terms and Conditions.

14. Circumstances beyond our control

Neither you nor we will be in breach of these Terms and Conditions or contract to the extent that you or we are unable to perform our respective obligations because of circumstances beyond our reasonable control.

15. Termination

- a. If you breach of these Terms and Conditions (for example, if you fail to pay our invoice in accordance with the provisions of these Terms and Conditions all or any of the following actions (as appropriate):
 - i. closure of your account;
 - ii. suspension and/or termination of the provision of the Services to you;
 - iii. immediate, temporary or permanent withdrawal of your right to use the Website;
 - iv. immediate, temporary or permanent termination of your registration on the Website;
 - v. issue of a warning to you;
 - vi. taking legal proceedings against you, including for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - vii. further legal action against you;
 - viii. disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

- b. To the fullest extent permitted by law, we exclude liability for actions taken by a third party (including where applicable your Client) in response to breaches by you of these Terms and Conditions. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.
- c. You shall be entitled to close your account and/or terminate your order for a Search Report if we are in material breach of our obligations under these Terms and Conditions.

16. Terms of use and privacy policy

- a. Our Terms of Use apply to you (including, where relevant, your Client) and any other visitors to and users of the Website and the Services. In the event of a conflict between the Terms of Use and these Terms and Conditions, these Terms and Conditions will prevail.
- b. Our [Privacy Notice](#) (as may be updated from time to time) explains how we process personal data in connection with the Services.
- c. You confirm that any personal data submitted through your registration is accurate (and where acting for a Client, warrant you are authorised to act for them, submit the registration and make a Search Request on their behalf).

17. Applicable law and jurisdiction

These Terms and Conditions and our contract are governed by English law and wherever you live you can bring claims against us in the English courts.

18. Variations

- a. We may revise these Terms and Conditions at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you (including, where relevant, your Client).
- b. Any such changes to these Terms and Conditions will not be retrospective and changes to these Terms and Conditions will not affect orders which you have placed prior to the change.

19. Your concerns

If you have any concerns about material which appears on the Website, please contact property.searches@thameswater.co.uk.

20. Customer complaints procedure

- a. We offer a robust complaints procedure. Queries or complaints can be made by telephone, in writing, by email at property.searches@thameswater.co.uk or through our website at thameswater.co.uk/propertysearches.
- b. As a minimum standard we will endeavour to resolve any complaint made over the telephone at the time of the call, however, if that is not possible we will advise you as to how soon we can respond, investigate and research the matter in detail to identify any error and if third party consultation will be required. For this reason we will log all complaints on our system and, subject to clause 20(d) below, a substantive response will be provided to you and/or your agent within 10 working days of receipt of their complaint.
- c. If no error has occurred a full explanation of our investigation will be provided.
- d. Depending on the scale of the investigation required, we will keep the customer informed of the progress and update them with new timescales if necessary.
- e. Where necessary we will provide a revised search free of charge and the amended copy will be dispatched to our customer as soon as possible.
- f. If you are still not satisfied with the outcome provided we will refer the matter to a Senior Manager for resolution who will respond within 5 working days.
- g. If you remain dissatisfied with our final response, and in certain circumstances such as you are buying a residential property or commercial property within certain parameters, The Property Ombudsman will investigate your case and give an independent view. The Ombudsman can award compensation of up to £25,000 to you if he finds that you have suffered actual financial loss and/or aggravation, distress, or inconvenience because of your search not keeping to the Code. Further information can be obtained by visiting www.tpos.co.uk or by sending an email to admin@tpos.co.uk.

21. Entire Contract

These Terms and Conditions (and any documents referred to herein) are the only terms and conditions relating to the subject matter thereof and constitute the entire agreement between you and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to the subject matter they cover.