CONDITIONS OF CONTRACT FOR D&D UK (formerly Terrafirma) REPORTS

Definitions

"**D&D UK**" means Dye & Durham (UK) Limited company number 06029390, registered office: 9th Floor, The Point, 37 North Wharf Road, London, United Kingdom, W2 1AF;

"**Beneficiaries**" means those persons, as relevant, defined in Condition 5.1;

"**Client**" means the client of the Customer for whom the Customer has procured the Report;

"**Conditions**" means these conditions, as amended by D&D UK from time to time;

"**Customer**" means the party that places the Order, directly or via a third-party provider of conveyancing searches;

"**Information Access Regime**" means any of the Freedom of Information Act 2000, Environmental Information Regulations 2004 and other associated legislation and guidance;

"**Loss of Value Protection**" means the insurance backed guarantee for coal and/or brine data, as outlined in the relevant Report, provided by Great Lakes Insurance SE (UK) to D&D UK, through CLS Property Insight Ltd.

"**Order**" means the order for the Report;

"**Report**" means a report in any media or a data result, prepared by D&D UK in respect of the Site;

"**Search Code**" means the Code of Practice for Search Compilers and Retailers published by the Council of Property Search Organisations, regulated by the Property Codes Compliance Board;

"**Site**" means the site specified in the Order.

1. Conditions

1.1 The Customer agrees that by placing an Order it accepts these Conditions.

1.2 Following receipt of the Order, D&D UK agrees to supply the Report to the Customer.

1.3 Supplementary terms and conditions shall be applicable to D&D UK Reports prepared by D&D UK and a copy is available within the back of each report.

1.4 These Conditions govern the Order to the exclusion of any other terms and conditions which may be supplied by the Customer or anyone else, and any terms which may be implied by law or custom and practice (to the maximum extent permitted by law).

1.5 In the event of any conflict between the terms of the Order and these Conditions, these Conditions shall take precedence.

2. Reports

2.1 The Customer shall rely on its own skill and judgement in determining the suitability of the Report for its own purpose and use and always with reference to "Limitations" in the "Further Information" section of each report.

2.2 D&D UK acknowledges that in providing the Report it owes a duty of care to the Customer and to the Beneficiaries and shall use all reasonable care, skill and diligence in the preparation of the Report.

2.3 In providing Reports, D&D UK shall comply with the Search Code.

2.4 The Customer acknowledges and agrees that the Report is provided on the following basis:

2.4.1 D&D UK does not warrant the accuracy or completeness of information, map and data supplied in the Report or Order process, as they are derived from third party sources;

2.4.2 D&D UK does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted;

2.4.3 D&D UK does not guarantee that all risks, features or past, current and future uses which may affect the Site will be identified in the Report;

2.4.4 in preparing the Report, D&D UK shall not verify the data or information by a physical inspection of the Site, unless previously agreed in writing; and

2.4.5 the Report is only intended for business purposes and for use or interpretation by professional persons skilled in the use of property-related information.

2.5 The Customer shall on receipt of the Report carry out a reasonable inspection to satisfy itself that there are no apparent defects or failures with respect to the description and location of the Site and shall promptly inform D&D UK if there are.

2.6 D&D UK are committed to handling any complaints fairly. D&D UK request in the first instance, you contact us directly, however if required we will comply with an independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction, you may refer the complaint to The Property Ombudsman (TPO) scheme (website: www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with the Ombudsman's final decision.

3. Liability

3.1 D&D UK shall be liable, subject to Condition 3.2, to the Customer and the Beneficiaries only, for loss caused by the negligence of D&D UK in its mapping of the Customer's plan of the Site onto the D&D UK system or in its interpretation of information or mapping supplied by third parties.

3.2 D&D UK shall not be liable in any other circumstances, including, without limitation:

3.2.1 for any error in the Report resulting from inaccuracy, latent defects, corruption or omission of information and data provided by a third party, the Customer or any Beneficiary, or from computer malfunction or corruption of data whilst in the course of processing, except to the extent that D&D UK should reasonably have been alerted to such error;

3.2.2 for loss of profits, loss of contracts or other indirect or consequential loss or damage resulting from any error or omission by D&D UK in the provision of the Report;

3.2.3 if the Report is designed specifically for property used for residential purposes, but is relied upon for property used for commercial purposes, or if the Report is relied upon for property more extensive than the Site;

3.2.4 for any third-party service obtained or purchased in connection with the Report, including, but not limited to, consultancy reports, risk models, risk assessments and professional opinions;

3.2.5 for any insurance policy purchased in connection with any risk identified in the Report. Independent advice should be sought as to which insurance policy is suitable; and

3.2.6 for any losses whatsoever to the fullest extent possible for any 'The Climate Report' and/or the 'Radon Report' provided by D&D UK to

the Customer. For the avoidance of doubt, D&D UK's total aggregate liability to the Customer shall be limited to the cost of the Report.

3.3 Any party, other than the Customer or the Beneficiaries, who relies on the Report does so entirely at its own risk, including, without limitation, any insurers. D&D UK accepts no responsibility and shall not be liable to any such party for any loss caused as a result of reliance upon the Report.

3.4 D&D UK shall use reasonable endeavours to meet any reasonable deadlines requested by the Customer. However, time shall not be of the essence in respect of the provision of the Report, and D&D UK shall not be liable for any delay, interruption, or failure in performance of its obligations arising from circumstances outside its control, including, without limitation: war, flood, riot, Act of God, strike or other labour dispute, suspension or delay of service at public registries, lack of power, telecommunications failure or overload or computer malfunction.

3.5 Subject to clauses 3.2.6 and 3.7 below, D&D UK's aggregate liability arising out of the provision of the Report in contract, negligence or otherwise, for damages or loss sustained or incurred by the Customer and the Beneficiaries shall be limited (except in relation to fraud, death or personal injury) to an aggregate amount in respect of each Report not exceeding £10 million. For the avoidance of doubt, if multiple parties make use of the Report, the limit referred to above applies to all users of that Report in aggregate.

3.6 D&D UK's liability under the Conditions for the Report shall cease upon the expiry of six years from the date when the Customer or any of the Beneficiaries became aware that it may have a claim in respect of the Report, provided always that there shall be no liability at the expiration of twelve years from the date of the Report. For the avoidance of doubt, any claims in respect of which proceedings are notified to D&D UK prior to the expiry of the time periods referred to in this Condition shall survive the expiry of those time periods.

3.7 D&D UK shall maintain professional indemnity insurance in respect of its liability under these Terms. In the event of any claim resulting only from the sole negligence of D&D UK, then D&D UK'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).

3.8 In the case of every Report (except Commercial No Coal Certificate, Commercial Regulated Coal Report, Commercial Regulated Coal Extra Report, Action Reports, Radon Report and Climate Report) D&D UK undertakes to maintain Loss of Value Protection in respect of the loss in market value of a property directly attributable to any inaccurate/changes in the coal and/or brine data revealed in a subsequent search report. The liability limit shall be not less than £100,000 in respect of each Report, provided that such insurance is available at commercially reasonable rates. Details of the Loss of Value Protection shall be made available to the Customer on request as well as a summary, in the back of the Report. The proceeds of any successful claim under Loss of Value Protection will be paid in full to the Customer (or Beneficiaries as appropriate). D&D UK shall have no separate liability in respect of claims covered by the Loss of Value Protection.

3.9 Nothing in these Conditions shall exclude D&D UK's liability for fraud or fraudulent misrepresentation or for death or personal injury caused by D&D UK's negligence or breach of its statutory duty.

4. Copyright

4.1 The Customer and the Beneficiaries acknowledge that all intellectual property rights in respect of the data and information contained in the Report, including copyright and design rights, are and shall remain the property of D&D UK or any third party that has supplied information or data used to create the Report, as appropriate, and these Conditions do not grant or purport to grant, assign, or transfer any such rights.

4.2 The Customer and the Beneficiaries are each entitled to make up to six printed copies only of the Report. Copies of the Report may be provided for information purposes only to a person who is considering whether to acquire or hold an interest in the Site or to provide funding in relation to the Site. Further copies may not be made in whole or in part without the written permission of D&D UK who shall be entitled to make a charge for each additional copy.

4.3 The Customer shall (and shall procure that the Beneficiaries shall):

4.3.1 not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to D&D UK or any third party from the Report;

4.3.2 not create any product which is derived directly or indirectly from the information and data contained in the Report or combine the Report with or incorporate it into any other information, data or service;

4.3.3 not re-format, add to or otherwise change any data or material contained in the Report; and

4.3.4 not store or use the Report in any way which would facilitate its use in providing such information as contained in the Report in relation to the Site, a different Site or a different Client.

4.4 Conditions 4.3.2 and 4.3.3 shall not prevent the Customer and those Beneficiaries who are acting in a professional capacity from providing written advice based upon the Report to other Beneficiaries.

4.5 The Customer and the Beneficiaries shall notify D&D UK as soon as they become aware of any requirement to disclose, publish or disseminate any information contained in the Report in accordance with the Information Access Regime, and they shall, where possible, consult with D&D UK prior to disclosure.

4.6 The mapping contained in the Report and the Order service is protected by Crown Copyright and must not be used for any purpose outside of this context.

5. Confidentiality and Reliance

5.1 Subject to Condition 5.2, the Customer may without further charge make the Report available to (each a Beneficiary):

5.1.1 the Client;

5.1.2 any other person for whom the Customer acts in a professional or commercial capacity in relation to the Report;

5.1.3 the first person who acquires a freehold or long leasehold interest in the Site following production of the Report, except that nothing shall entitle any such person to recover twice (whether directly or indirectly) in respect of the same loss;

5.1.4 any person who provides funding to the Client or to a person referred to in Condition 5.1.3; and

5.1.5 any person acting in a professional or commercial capacity in relation to the Site for the Client or for any person referred to in Conditions 5.1.3 or 5.1.4.

5.2 The Beneficiaries shall be entitled to rely on the Report as if it was addressed to them and any such person shall be entitled to enforce each of these Conditions as if they were named in the Order, provided always that the person to whom the Report is made available accepts these Conditions.

5.3 The Report is to be used solely for the benefit of the Customer and the Beneficiaries.

5.4 The Report and any information provided by the Customer to D&D UK in contemplation of the preparation of the Report shall be treated as confidential information.

5.5 D&D UK agrees not to disclose or publish any statement relating to such confidential information to any third party without the prior written consent of the Customer or unless required by law or a court of competent jurisdiction.

6. D&D UK's Charges (Orders placed by the Customer directly with D&D UK only)

6.1 The Customer shall pay D&D UK's charges for the Report at the rate set out on D&D UK's website, including any Value Added Tax which may be payable.

6.2 The Customer shall pay D&D UK's charges for the Report without any set off, deduction or counterclaim and within 30 days of the date of D&D UK's invoice.

6.3 If the Customer fails to make any payment on the due date, D&D UK shall be entitled to charge interest on overdue amounts at 2% per annum above the Lloyds Bank plc base rate (as varied from time to time) from the due date until payment in full is made (whether before or after judgement).

7. General

7.1 These Conditions constitute the entire agreement between the parties and no statement given orally or in writing shall be deemed incorporated unless executed in writing by a Director of D&D UK and countersigned by the Customer.

7.2 Each of the Conditions and sub-conditions of these Conditions is distinct and severable. If any of them shall be determined to be invalid, illegal or unenforceable, the remainder of these Conditions shall continue to be enforceable.

7.3 Any time or indulgence granted by D&D UK or the Customer or delay in exercising any of its rights under these Conditions shall not prejudice or affect D&D UK's or the Customer's rights or operate as a waiver of them.

7.4 Neither D&D UK nor the Customer shall be entitled to assign its rights or obligations pursuant to these Conditions.

7.5 These Conditions shall at all times be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.

7.6 Except as otherwise provided in these Conditions, a person who is not a party to any contract to which these Conditions apply shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract.

7.7 D&D UK's use of personal information of any Customers or other third parties are governed by the terms of its Privacy Policy: https://dyedurham.com/privacy-policy/.

Date: 23.10.2025