

THE NATIONAL DEEDS DEPOSITORY - TERMS AND CONDITIONS

1. THESE TERMS

1.1 These are the terms and conditions on which we supply our services.
1.2 Please read these terms carefully before you apply for our services. These terms tell you who we are, how we will provide our services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are The Deeds Depository Limited (trading as The National Deeds Depository), a company registered in England and Wales. Our company registration number is 06356643 and our registered office is at 5 Poole Road, Bournemouth, Dorset BH2 5QL. Our registered VAT number is 245104244.

2.2 You can contact us at admin@thedeedsdepository.com or by writing to us at 5 Poole Road, Bournemouth, Dorset BH2 5QL.

2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your subscription form.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your application will take place when we email you to accept it, at which point a contract will come into existence between you and us. If we are unable to accept your application, we will inform you of this and will not charge you for our services.

3.2 We will assign a reference number to your subscription and tell you what it is when we accept your application. It will help us if you can tell us the reference number whenever you contact us about your subscription.

3.3 Our website is solely for the promotion of our services in England, Scotland and Wales. We do not currently accept applications from addresses outside England, Scotland and Wales.

3.4 By subscribing to our services, you confirm that you are the owner of the documents that you shall deposit with us (including but not limited to any property documents, personal ID or bank information, "Documents") and are entitled to place them into storage with us. Ownership of the Documents shall not transfer to us as a result of you placing them into storage with us, subject to clause 4.6.

4. OUR SERVICES

4.1 The nature of the services that we offer means that we rely on you and your lawyers to provide us with the correct information and documentation. You agree that we shall not be responsible for ensuring that the information we are provided with is correct. We will contact you and/or your lawyer where we require any information or documentation to provide our services. We will not be responsible for supplying our services late or not supplying any part of them if this is caused by your lawyer not giving us the information and documentation we need within a reasonable time of us asking for it (or, where we have requested the information or documentation from you, if this is caused by you not giving us the information and documentation we need within a reasonable time of us asking for it). We will however take reasonable steps to minimise the effect that any such delay or failure has on the performance of our obligations to you.

4.2 We shall become responsible for your Documents once we notify you that we have received them. You (or your lawyer) shall continue to be responsible for these Documents until this time. We shall not therefore be responsible for:

(a) any Documents that are lost or damaged before they are sent to us;
(b) any Documents that are lost or damaged during transit to us; and/or
(c) any Documents that are not sent to us by you, your lawyer or any other person you or your lawyer has asked to send the Documents on your behalf.

4.3 This contract is limited to the storage of the Documents and you confirm that any envelope or box will contain nothing other than Documents. In particular, you confirm that you will not provide us (directly or through your lawyer or any other party) with anything which is dangerous, damaging, polluting, harmful to human health or explosive, anything which is likely to encourage vermin or pests, or which requires any official consent or licence to handle, possess, or deal with.

4.4 You agree not to store Documents with us for any illegal, immoral, obscene or defamatory purpose. If you do so, you acknowledge that we may report this to the police or other relevant authority.

4.5 Documents above A3 size shall not ordinarily be scanned by us as part of the Services.

4.6 We shall be the owners of any electronic property logbook that is passed to us by you or on your behalf. We shall be entitled to retain a copy of any scanned images forming part of the Documents after the expiry or termination of this contract, providing we comply with our obligations under data protection law.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to your subscription, please contact us. We will let you know if the change is possible.

6. OUR RIGHTS TO MAKE CHANGES

6.1 We may change our services:

(a) to reflect changes in relevant laws and regulatory requirements; and
(b) to implement minor technical adjustments and improvements, for example to address a security threat.
6.2 In addition, we may make more fundamental changes to these terms or our services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any services paid for but not received.

6.3 We may update or require you to update digital content, provided that any update does not materially impact the services we have agreed to provide to you.

7. PROVIDING OUR SERVICES

7.1 We shall contact your lawyer using the contact details provided and request that they send the Documents to us. We shall confirm once we have received each Document from your lawyer and make scanned copies of these Documents available to you via secure login to our website as soon as reasonably possible.

7.2 We shall provide our services (which shall include making the digital content available to you) until your subscription expires, you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

7.3 We will take all reasonable steps to store the Documents securely. Whilst we anticipate that the Documents will remain at the location where they were deposited, we reserve the right to change the location of the Documents.

7.4 We shall, unless requested otherwise, provide your lawyer with access to the digital copies of the Documents but shall not be responsible for the lawyer's use of the Documents, nor can we guarantee that your lawyer shall have uninterrupted access to such Documents.

7.5 We are not responsible for delays outside our control (such as the acts of your lawyer). If the supply of our services is delayed by an event outside our control then we will contact you to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

7.6 We may have to suspend the supply of our services (such as access to digital content) to:

(a) deal with technical problems or make minor technical changes;
(b) update our services to reflect changes in relevant laws and regulatory requirements; and/or
(c) make changes to our services as requested by you or notified by us to you.

8. PRICE AND PAYMENT

8.1 The price of the once-off administration and annual subscription services will be the price indicated by your lawyer on their bill and statement to you.

8.2 An optional service is offered to all clients who wish to have additional property-related paper documents added, post completion, to their existing file in storage. The price is fixed at £5.00 (including vat) and is a one-off charge.

8.3 We shall collect subscription payments by way of a Direct Debit instruction. **By subscribing to our services, you consent to us requesting, and receiving, payment in this way.** The Administration charge for registering your details onto the system will be collected by your solicitor as part of their bill and statement to you for their services. The documents will only be stored, scanned and images made available once the Administration payment has been collected and first subscription payment has been received by way of Direct Debit.

8.4 You shall be responsible for ensuring that we receive payment, and payment must be received for our services before we provide them.

8.5 We may amend our annual fees and once-off charges providing that we provide you with no less than 30 days written notice. If you do not agree with this change then you may end the contract by giving us no less than 7 days' notice in accordance with clause 9.2(a).

8.6 We shall notify you if any Direct Debit payment has not been received on the date on which it falls due. We shall attempt to collect the payment again 8 working days after the due date for such payment (a working day being a day other than a Saturday, Sunday or public holiday in England where banks in London are generally open for business).

8.7 Where any second attempt that we make to collect any Direct Debit payment under clause 8.6 has been unsuccessful, we shall allow you 30 days to access any electronic Documents (and recommend that you download and/or delete any electronic Documents during this time) after which you shall no longer have access to any electronic Documents. We shall however continue to allow your lawyer with access to any original deeds pack folders and uploaded property folders.

9. YOUR RIGHTS TO END THE CONTRACT

9.1 Your rights when you end the contract will depend on how we are performing and when you decide to end the contract:

(a) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;

(b) If you have just changed your mind about the product, see clause 9.3. You may be able to claim back any fees you have paid if you are within the cooling-off period, but this may be subject to deductions;

(c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.5.

9.2 If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any services which have not been provided (less any expenses we have incurred in

providing the services up until the date the contract comes to an end) and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to our services or these terms which you do not agree to (see clause 6.2 and clause 8.5);

(b) there is a risk that supply of our services may be significantly delayed because of events outside our control; and/or

(c) you have a legal right to end the contract because of something we have done wrong.

9.3 For most products bought online you have a legal right to change your mind within 14 days of entering into the contract and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms. You do not however have a right to change your mind in respect of:

(a) digital products after you have started to download or stream these; and/or

(b) services, once these have been completed, even if the cancellation period is still running.

9.4 You have 14 days after the date of first registering to use the services to end the contract in accordance with clause 9.3. However, if you cancel after we have started the services, we shall be entitled to payment for the services provided up until the time you tell us that you have changed your mind. Please note that we may begin to provide our services before the above 14-day period comes to an end. You shall also be responsible for any costs we have to pay in order to return any Documentation to you or any person you would like us to return the Documentation to.

9.5 Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed and ask for the return of your Documents in accordance with clause 12, but you will not be entitled to any refund and you shall be responsible for any costs we have to pay in order to return any Documentation to you or any person you would like us to return the Documentation to.

10. HOW TO END THE CONTRACT WITH US

10.1 To end the contract with us, please let us know by doing one of the following:

(a) Email us at admin@thedeedsdepository.com. Please provide your name, home address, reference number and, where available, your phone number and email address.

(b) Write to us at The National Deeds Depository, 5 Poole Road, Bournemouth, Dorset, BH2 5QL including your reference number and your name and address.

10.2 We will pay any monies that we owe you by an agreed method, ordinarily by bank transfer

10.3 We will make any payments that may be due to you as soon as possible. If you are exercising your right to change your mind then any payment due to you will be made within 14 days of your telling us you have changed your mind.

11. OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract for a product at any time by writing to you if:

(a) we do not receive any payment due to us when it is due and have still not received payment within 30 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide our services

(c) your death or mental incapacity; or

(d) the repossession of the property to which the Documents relate.

11.2 If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract. Additionally, we reserve the right to provide bona fide access to the Documents and electronic copies to lawyers or persons acting for or on behalf of the property or properties to which the Document(s) relate.

11.3 We may write to you to let you know that we are going to stop providing our services. We will let you know at least two months in advance of our stopping the supply of our services and will refund any sums you have paid in advance for services which will not be provided less any costs that we have incurred in providing the services up until the date the contract comes to an end.

12. RETURNING YOUR DOCUMENTS

12.1 If this contract comes to an end for any reason we shall arrange for the Documents you have stored with us to be returned to you or your lawyer and shall be entitled to charge our reasonable costs for returning such Documents. We shall contact you or as appropriate your lawyer at (or if reasonably possible before) the end of the contract to arrange the return of your Documents. **It is important that you arrange for the Documents to be delivered to you within two months of this contract coming to an end. We shall not be responsible for any loss or damage you incur as a result of you or your lawyer failing to take delivery of or collecting your Documents in accordance with this clause 12.1.**

12.2 Any Documents we return shall be your responsibility from the time we deliver them in accordance with this clause 12.

13. IF THERE IS A PROBLEM WITH OUR SERVICES

13.1 We hope that you are happy with the services that we offer, but if you have any questions or complaints please contact us. You can contact us at admin@thedeedsdepository.com or by writing to us at 5 Poole Road, Bournemouth, Dorset BH2 5QL.

13.2 This contract is in addition to any legal rights you have as a consumer. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or, at the time the contract was made, both we and you knew it might happen.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation and for breach of your legal rights in relation to our services.

14.3 We shall not be responsible for checking the ownership of any Documents you ask us to store nor shall we be responsible for ensuring that these Documents are correct, accurate or complete.

14.4 **Whilst we have insurance cover in place this is limited in terms of value and the risks to which it relates and you should make arrangements to cover them against all risks to their full insurable value.**

14.5 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

14.6 Documents will only be deemed to be lost by us if we are unable to provide the original copy or any electronic or other copy of the Documents to you.

14.7 We only supply our services for domestic and private use. If you use our services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 We will use the personal information you provide to us:

(a) to supply our services to you;

(b) to process your payments; and

(c) to market the services of carefully selected third parties where you have given your prior consent for us to do so

15.2 You consent to us requesting the Documents and our fees from your lawyer and permit us to disclose your personal information to your lawyer as far as this is necessary for us to carry out our obligations under this contract.

15.3 We will obtain certain information about the property transaction to which the Documents relate from your lawyer and/or the party that referred you to us (such as your mortgage broker). This could include, amongst other property related data, the value of the transaction, the value and length of your mortgage. By submitting your application, you consent to us obtaining this information in this way.

15.4 We will only give your personal information to other third parties where:

(a) the law either requires or allows us to do so; or

(b) you have given your prior consent for us to do so as set out in paragraph 15.1(b).

16. OTHER IMPORTANT TERMS

16.1 To the extent that we are legally entitled to do so, we shall exercise a "lien" over the Documentation to the extent required by our subcontractors. This means that we will be entitled to hold on to the Documentation (where the law allows us) where our subcontractors have requested this.

16.2 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our services, we can still require you to make the payment at a later date.

16.7 These terms are governed by English law and you can bring legal proceedings in respect of the services we offer in the English or Welsh courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts.