



Version 1.0

General Terms of Business

About Chancel NSR

- Chancel NSR is a trading brand of Commercial Chameleons Ltd
- Commercial Chameleons are an introducer appointed representative to Hera Indemnity Ltd.
- Hera Indemnity Ltd are regulated by the Financial Services Authority and are entered on the FSA register under reference 306416 which can be checked on the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234
- SearchesOnline.co.uk Ltd provides the registration process, login and ordering mechanism, policy issue, invoicing and premium collection for the Chancel NSR policies.
- All policies are underwritten by Milburn Insurance Ltd whose registered office is at, 106 Coppergate House, 16 Brune Street, E1 7NJ who are authorised and regulated by the Financial Services Authority and are entered on the FSA register under reference 202177

Copyright, Intellectual Property, and Trademarks

All copyright and other intellectual property rights in any material (including text, photographs and other images and sound) contained in this website is either owned by Commercial Chameleons Ltd, including ChancelNSR which is a trading brand of Commercial Chameleons Ltd or has been licensed to Searches Online.co.uk Ltd by Commercial Chameleons Ltd or the rights owner(s) so that SearchesOnline.co.uk can use this material as part of its website. You are only allowed to use this website and the material contained in the website as set out below. If you wish to do anything else with any of the material you must obtain the written permission of the owner of the rights in that material. If you need any assistance contact us on info@chancelnsr.co.uk.

This website contains trademarks, including the Chancel NSR name and logo. All trade marks included on this website belong to Commercial Chameleons Ltd or have been licensed to Commercial Chameleons Ltd by the trademark owner(s) for use on this website. You are not allowed to copy or otherwise use any of these trademarks in any way except as set out below. If you wish to do anything else with any of the trademarks you must obtain the written permission of the owner of that trademark. If you need any assistance contact us on info@chancelnsr.co.uk.

Charges

Unless stated in our documentation, or separately agreed with you, no fees or service charges are payable in addition to your insurance premiums. However, SearchesOnline reserve the right to make an administration charge for issuing the following documentation:

- Replacement policies or certificates in the event of the loss or misappropriation of the original paperwork
- Copy policies or certificates requested by other parties, such as solicitors or banks

Methods of Payment

- For clients who have registered and have an account a weekly statement will be produced detailing all policies ordered and invoiced that week. Payment is collected by DD within 14 days or a cheque is required within 14 day of production. If payment is not received within 14 days from production of statement then policy cover will be cancelled.
- For individuals and entities buying individual policies invoice payment is by debit card or credit card at point of purchase. If payment is then policy cover will be cancelled.

Confidentiality

All client information provided to us, Searchesonline, Hera, and Milburn is treated as confidential and only disclosed in the normal course of negotiating, arranging and administering the insurance.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Changes to your Cover

SearchesOnline will normally deal with requests to increase or amend your insurance cover on the day your instructions are received, or the next working day if a weekend or public holiday. Sometimes changes cannot be processed without obtaining additional information. If additional information is required we will contact you as quickly as possible.

We will confirm changes to your policy, once agreed, in writing. We will also advise you of any extra premiums you must pay or premiums we must return to you.

Please note instructions sent by post, electronic mail or fax are not deemed to be received until they reach the relevant personnel in our offices; we cannot accept responsibility for failures in the postal, electronic or telecommunications systems.

Documentation

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are happy to clarify the cover provided.

You should check all policy documentation issued to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

Complaints Procedure

Should you need to complain then please contact:

Customer Services
Hera Indemnity Ltd
68 Lombard Street
London
EC3V 9LJ

Should we be unable to satisfy your complaint then you may be entitled to refer the matter to the Financial Ombudsman Service.

We are also covered by the Financial Service Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim.

Further information is available from the FSCS.

Terms and conditions

Please read carefully the following terms and conditions for the use of the Chancel NSR website. By using the service you agree to be bound by these terms. These terms and conditions may be materially different to those governing other Commercial Chameleons Ltd or Searchesonline.co.uk Ltd websites.

1. Terms & Conditions

Definitions

"**ChancelINSR**" means the insurance policy that indemnifies the policyholder against a financial loss resulting in a Chancel Repair Liability.

"Product" means an insurance policy or any information that the Company supplies to You including all reports, software or information contained in them.

"Customer" means the authorised person, firm or organisation who registers for and or establishes and/or uses the Account.

"Client" means the individual, body corporate or other organization to whom You provide your professional services.

"The Company" means Commercial Chameleons 4 Van Alen Mews, Camelford Street, Brighton BN2 1WQ

"The Company's Fees" means any charges levied by the Company for Services provided to You as set out on the Site or as varied from time to time and notified to You.

"Terms" means these Terms & Conditions.

"Reseller" means a reseller of the Company whom the Company has authorised and appointed to resell its Products and Services.

"Account" means the account established by an authorised Customer with the Company and/or the Reseller for the purpose of purchasing Products or Services

"Agreement" means the agreement between us after Your acceptance of these Terms.

"Approved Users" means authorised individuals appointed by authorised Customers to set up or log on to the Customer's Account.

"Suppliers" means any organisation who provides data or information of any form to the Company.

"Content" means any computer generated information and software or data and any other service or content, documentation or support materials included within or supplied by or through the Site, in Product information or services or in any other way by the Company and shall include the Company developed and any Third Party Content.

"Services" means the provision of any service by the Company pursuant to these Terms and conditions.

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

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

"Order" means a request by You for Services from the Company.

"Property" means a land site on which a Customer requests the Company provide either a Product or any other Service. References to **"We"**, **"Us"** and **"Our"** are references to the Company Limited ("the Company"). Where You are not ordering the Products or Services directly from the Company, but from a Reseller, references to the "Company" or "We", "Us" and "Our" shall be construed so as to mean either the Company and/or the Reseller as the context shall indicate.

References to **"You/Your/Yourself"** refer to the contracting party who places an Order with the Company Limited and for whom the Services are to be provided by the Company. **"Site"** means the website, www.chancelnsr.co.uk and includes the specific registration and order process Content and any report, service, document, software or information contained therein.

a. These Terms govern the relationship between You and the Company whether You are a registered Customer purchasing products or Services from the Company or an unregistered visitor to the Site.

b. No party save Commercial Chameleons may provide any form of insurance advice or any other form of assistance or involvement in insurance matters in relation to the clients which could render the Introducer subject to the FSA rules, other than in the course of their own activities governed by their own registration within the FSA.

c. These Terms will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, register or set up an Account or pay the Company for any Services provided or Products ordered.

d. The Company reserves the right to refuse to supply Services to You without notice or reason.

e. We can modify these Terms, and can 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 Site. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

f. The person who sets up or registers and uses an account with the Company must ensure they are fully authorised to do so.

2. Intellectual Property Rights

a. You acknowledge that You shall not acquire by reason of these Terms or otherwise any right to or interest in any intellectual property rights of Commercial Chameleons or its Suppliers or Clients and the Product and Services are and shall remain owned by either the Company 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.

3. Products

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 the Company without warranty and the Company 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. The Company reserves the right, without limitation, to change the Products or Services on offer at any time.

d. These Products are available for properties in England and Wales.

4. Payment

a. You are fully responsible for all Fees and or insurance premiums that accumulate on Your Account.

b. Any Company Fees and or insurance premiums are payable in full without deduction, counterclaim or set-off.

c. Invoices will be generated for Your Account subject to these Terms. time is of the essence with respect to the payment of such invoices. Non-payment of the Company Fees and or insurance premiums may, at Our sole discretion result in the Company terminating or limiting the use of Your Account and its provision of Services to You.

d. The Company shall be entitled to charge interest on late payments at a rate equal to 6% per annum above the base lending rate of Barclays Bank plc, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

e. The Company shall, at its sole discretion, be entitled to increase the Company Fees and or premiums by giving not less than 30 days' notice to You.

f. All insurance premiums paid to the company will be for the credit of the HPL Statutory Trust Client Account.

5. Termination

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

1. You commit a breach and You fail to remedy the breach within 30 days of receipt of a written notice to do so the Company may remedy the breach and recover the costs thereof from You; or
2. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
3. You fail to make any payment due in accordance with Clause 4;
4. 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 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 or if You cease or prepare to cease trading. Termination of this Agreement shall not affect Your liability for any and all outstanding charges whether or not invoiced before termination.

6. Registration

- a. To use the Service, You must first complete the registration process on the Site.
- b. If You register with the Site on behalf of another individual, firm, company or other person, You must ensure that the other person is aware of and agrees to these Terms, and You warrant that You have done so and are authorised to bind that other person. In order to access the Service, You will be required to enter the username and password you selected during the registration process.
- c. You may change Your password at any time. You are responsible for the security and proper use of all passwords and must take all necessary steps to ensure that all passwords are kept confidential, and are used properly and not disclosed to unauthorised persons.
- d. You must inform the Company immediately if you have any reason to believe that any passwords have been compromised or likely to be used in an unauthorised way. the Company will not be liable if passwords are disclosed or used improperly.
- e. If the Company has reason to believe that there is likely to be a breach of security or misuse of the Service, the Company may change any or all of Your passwords and notify You accordingly.
- f. If you forget any password, You will be given a new password when the Company has completed any security checks which it may operate at the time.
- g. You confirm that all the information supplied by You during the registration process is true, complete and accurate. You agree to notify the Company immediately of any changes to Your registration information. If the Company believes that You have provided false information or that You have intentionally failed to notify the Company of any changes to this information, the Company reserves the right to terminate Your access to the Service immediately and without notice.

7. Warranties & Liability

- a. Save as precluded by law, the Company 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 the Company 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.
- b. The Company shall only be liable to You for accidental loss or damage caused by the wilful default of the Company and the Company shall have no liability if the Services are used otherwise than as provided or referred to in these Terms.
- c. You acknowledge that:
 - the Company 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 although the Company will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
 - the Company's only obligation is to exercise the reasonable skill and care of a business to business company supplying information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;
 - 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;
 - You shall be solely responsible for maintaining the confidentiality of Your passwords 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 by anyone;
 - The company offers no warranty for the performance of any service not operated by Us;

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;

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 Your use or misuse of the Services, or the Content;

You must observe and comply with all applicable regulations and legislation;

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;

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

e. If the Company provides You with any additional service obtained from a third party, including but not limited to any professional opinion or search carried out in relation to a Product on Your Property Site, the Company will not be liable in any way for any issues arising out of the provision of those additional services to You or Your Client the Company 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.

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. Force Majeure

You acknowledge that the Company shall not be liable for any interruption, delay, 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, computer malfunction, inaccurate processing of data, or delays in receiving, corruption of data whilst in the course of conversion, printing, telecommunications failure or overload, loading or checking data, geo-coding, or processing by computer in the course of electronic communication.

10. This Agreement

a. These Terms shall prevail at all times to the exclusion of all other terms and conditions.

b. These Terms, together with the prices and delivery details set out on our Site comprise the whole of our agreement relating to the supply of goods to You by the Company. 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;

1 Save for fraud or misrepresentation, the Company shall have no liability for any such representation being untrue or misleading.

11. Jurisdiction

The Contract shall be construed in accordance with and governed by the laws of England and Wales.

12. General

a. Unless otherwise stated in these Terms, all notices from You to the Company must be in writing and sent to the Company Registered Office and all notices from Us to You will be displayed on our Site from time to time.

b. The Company may assign its rights under the Contract to any person and upon any such assignment the Company will be relieved of any further obligation under the Contract, but the Contract is personal to You and may not be assigned by You. Nothing in the Contract shall constitute or be deemed to constitute a partnership between the Company and You or create or be deemed to create a relationship of principal and agent between the Company and You. 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 save as provided by Clause 2.b. Your right to use the Services, operate Your Account or to designate users is not transferable.

c. 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.

d. 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.

e. 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 the Company shall not be liable to any such third party in respect of any Services supplied.

f. Headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

g. 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.

Privacy Statement

This section explains our policy regarding any personal information which you might supply to us when you visit this site.

We use the information we collect about you to process orders and to provide an improved service for both our customers and visitors. Commercial Chameleons wants to help you maintain your privacy on the internet.

What information will I need to provide?

You can visit our site without providing us with any information about yourself. You will however have to provide personal details when you wish to login as a registered Customer and order products or services from the site. To register you will have to provide an authenticated password to fully identify yourself. If you want to order products or services from us, you will need to be a registered Customer.

Data Protection

As required by the UK Data Protection Act 1998, we follow the strict security procedures in the storage and disclosure of the information you have given to us. This Privacy Policy is compliant with the Data Protection Act 1998 and associated legislation.

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control from unauthorised modification

- unlawful destruction or accidental loss
- unauthorised access
- improper use or disclosure
- unauthorised modification

All our employees and data processors, who have access to, and are associated with the processing of personal data, are obliged to respect the confidentiality of our visitors' personal data.

We ensure that your personal data will not be disclosed to State institutions and authorities except if required by law or other regulation.

Does Commercial Chameleons share information it holds with third parties?

Information that you provide us will be used solely by us or a third party where necessary to process and administer your order unless you have agreed in the registration process or at any subsequent use that we may send you information about important functionality changes to the web site or any new Commercial Chameleons products or services.