

# Cheshire Brine Subsidence Compensation Board

## Terms and Conditions

### 1. Definitions (in alphabetical order)

- 1.1. **Agent:** means any third party authorised by The Brine Board to supply the Report.
- 1.2. **Cheshire Brine Compensation District:** The Compensation District boundary is identified by description in the Cheshire Brine Pumping (Compensation for Subsidence) Act, 1952 as amended by description in Regulations in 1993. The Cheshire Brine Subsidence Compensation District represents a geographic area largely situated within Cheshire, but excluding Nantwich, whereby redress is available, in certain circumstances, for damage associated with the pumping of brine.
- 1.3. **Client:** the party placing an Order.
- 1.4. **Contract:** the contract between The Brine Board and the Client which shall incorporate these Terms.
- 1.5. **End User:** the person or entity for whose benefit the Client orders the Report.
- 1.6. **Fees:** means any charges levied by The Brine Board for the Report as set out on the Website or as notified by The Brine Board from time to time.
- 1.7. **Intellectual Property Rights:** means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), records, database right, or other data right, moral right or know how or any other intellectual property rights.
- 1.8. **Order:** means a request from the Client to The Brine Board made through the Website, for the Report.
- 1.9. **Services:** means the supply of services by The Brine Board via the Agent's Website.
- 1.10. **Report:** means the Cheshire Salt Search report supplied by the Brine Board.
- 1.11. **Reseller:** any company or individual that purchases the Report with the intention of reselling it to another user.
- 1.12. **Terms:** means these terms and conditions and shall include, where relevant, the Third Party Supplier Terms & Conditions.
- 1.13. **The Brine Board:** means Cheshire Brine Subsidence Compensation Board of Sir Henry Doulton House Forge Lane, Stoke-On-Trent ST1 5BD.
- 1.14. **Third Party Data:** means any data, information and other content or functionality provided by third parties and linked to or otherwise employed in providing the Services.
- 1.15. **Third Party Data Supplier:** means any person or organisation providing data or information in any form to The Brine Board.
- 1.16. **Third Party Supplier Terms & Conditions:** means specific terms and conditions that apply to Third Party Data contained within the Report.
- 1.17. **Website:** the Agent's website.
- 1.18. **Unauthorised Use:** any use of the Report that is inconsistent with these Terms, except where such use is authorised in writing by the Brine Board and/or its Agent.

### 2. Contract

- 2.1. The terms of the Contract govern the relationship between the Client and The Brine Board. These Conditions shall apply whether the Client purchases the Report directly from the Agent or through a Reseller. The Client will be deemed to have accepted the Terms and to have to be bound by them if the Client places an Order for a Report.
- 2.2. Any quotations or proposals given by The Brine Board are valid for 30 days only in relation to the Report or Services.

- 2.3. The Brine Board may vary these Terms from time to time and The Brine Board will post such amended Conditions on the Website. Any changes to the Conditions shall not affect any Orders received before such changes are posted save where a third party provider requires such change to take place immediately.
- 2.4. If there is any inconsistency between the terms of an Order and these Conditions, these Conditions shall prevail.

### **3. Orders**

- 3.1. The Report may only be ordered directly through the Website.
- 3.2. During the order process on the Website the Client may select an additional delivery email address for the Report. The Client is responsible for ensuring that the recipient of the additional email shall keep the terms of the Report confidential.
- 3.3. An Order is accepted when the Client is sent an email order confirmation from the Agent.

### **4. Report**

- 4.1. The Report will be based on, and limited to, The Brine Board's records at the time the search is answered.
- 4.2. The records available to The Brine Board are updated as considered appropriate and added to the relevant computer database. The Agent, acting on behalf of The Brine Board, will make use of the most up to date approved records held at the time of issuing the Report. However, no warranty is given or representation made that such records will be accurate or not become obsolete or incorrect over any period of time.
- 4.3. It is the responsibility of the Client to specify the land or property for which the Report is required and to make clear the full extent of the enquiry boundary i.e. buildings and associated land.
- 4.4. The Report only includes areas covered by the Cheshire Brine Compensation District. For the avoidance of doubt, the responsibilities and information held by The Brine Board does not extend to the working of salt and/or brine in Nantwich, Droitwich, Manchester or any other area outside the defined Compensation District. There are parts of Cheshire (and other parts of the country) where salt/brine can still pose a risk of subsidence. Further research may be necessary in these areas to determine the nature of this risk (if any).
- 4.5. Claims made under the Cheshire Brine Pumping (Compensation for Subsidence) Acts 1952 and 1964 are property specific. Consequently, where a property is the subject of a claim under these Acts is subsequently demolished, the remaining land and/or any subsequent built property will not be deemed to have the original Notice of Damage filed against it, and reasonable endeavours will be taken to ensure that the response in the report will reflect this position.
- 4.6. Where appropriate the Report will reveal the proximity in relation to the property of recorded current or abandoned shafts, wells, boreholes or other entrances to salt workings, used in connection with brine pumping or current or abandoned salt mine workings and associated shafts. No comment will be made regarding the likelihood of the property being affected by such works for which The Brine Board has no responsibility. The Client and/or the End User should make separate enquiries regarding such matters to the appropriate sources of information in certain areas where these are known to exist or have been worked.
- 4.7. The Brine Board is not connected with the industry of salt extraction and cannot therefore supply details of current natural or controlled brine pumping activities or any proposals for the future development. If this information is required, it is suggested that an enquiry be

directed to the operator or reference made to the Local Plan of Cheshire East Council, and Cheshire West and Chester Council respectively.

- 4.8. The Brine Board shall be deemed not to know the purpose for which the Report is required even if such purpose is made known to them. The Brine Board gives no warranties or representations as to either the suitability of land/property for any particular use or purpose or its value, and shall not in any circumstances be liable for any loss or damage at all arising from reliance on the Report in relation to these matters.
- 4.9. Where the land/property lies outside the Cheshire Brine Subsidence Compensation District, the Report will state that the land/property is not in the Cheshire Brine Subsidence Compensation District prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952 and no records were found in The Brine Board's archives.
- 4.10. In issuing the Report the Client, End User and/or Reseller acknowledges to The Brine Board that it owes a duty to protect the integrity and ownership of the information contained therein. It also acknowledges that in reproducing the Report it will not make false claims as to the ownership of information contained therein.  
Any Reseller must have prior written approval from The Brine Board before reselling the Report to another user. Any resale of the Report without prior express approval shall be considered a serious breach of these Terms.

## **5. Intellectual Property Rights**

- 5.1. Copyright and any other Intellectual Property Rights subsisting in the Report or Services are vested in The Brine Board. The information used to prepare the Report is protected by The Brine Board's legal rights. All rights are reserved and unauthorised use is prohibited. By using the Agent's services, the subsistence and validity of such rights is acknowledged and it is agreed not to challenge the rights, whether directly or indirectly, or take any action which may have the foreseeable consequence to undermine the integrity or validity of the rights.
- 5.2. The Client, End User and/or Reseller further agrees to make no use of any registered or unregistered trademarks of The Brine Board without The Brine Board's express written licence and consent and agree not to challenge any current or future trademarks belonging to The Brine Board, whether directly or indirectly, or take any action which may have the foreseeable consequence of undermining the integrity or validity of such trademarks.
- 5.3. Copyright and other Intellectual Property Rights are not transferred to external parties by possession of the Report; however, recipients of the Report can use them for the purposes for which the Report was provided. Copyright in any third party material contained within the Report other than that owned by The Brine Board is owned by the Third Party Data Supplier any details of which will be acknowledged as appropriate.
- 5.4. The Report is provided without any warranty that the material contained therein shall not infringe third party rights.
- 5.5. The Client, End User and/or Reseller must not store or harvest the information provided within the Report (or extracts or elements thereof) in any form (other than for legal or regulatory compliance purposes) or make ongoing/multiple uses of the information to provide reports or unrelated services. The Client, End User and/or Reseller shall make no use of the information in the Report other than for the purpose for which the Report is intended. The Client, End User and/or Reseller must not plagiarise the Report in the production of Third Party and/or Reseller reports. If the Report is passed by the Client, End User and/or Reseller to another party then it must be passed in its original complete format and not in a modified, plagiarised or other summarised version or report.
- 5.6. Where the Report is incorporated into another document, the integrity of the text must be preserved and may not be disassembled, modified or paraphrased in any way and no deletions, omissions or reorganisation shall be made to the text. The relevant text shall be

identified as originating with the Cheshire Brine Subsidence Compensation Board which must be acknowledged as the author.

- 5.7. Where any material belonging to The Brine Board is reproduced as above or otherwise with the licence and consent of The Brine Board, The Brine Board asserts all its moral rights to protect its integrity and ownership of information and in particular that of being identified as the source of the material which must be acknowledged.
- 5.8. The Client, End User and/or Reseller shall not create any product or report which is derived directly or indirectly from the Report nor combine the Report into any other information data, report or service, nor reformat, modify, amend or add to the Report nor sell or distribute all or part of the Report except if the Client:
  - 5.8.1. is authorised by The Brine Board in writing to do so; and/or
  - 5.8.2. is authorised to provide legal advice by an approved regulator or licensor in the United Kingdom (including but not limited to the Solicitors Regulation Authority, Chartered Institute of Legal Executives and the Chartered Institute of Licensed Conveyancers) and is appointed to provide legal advice by an End User.

## **6. Fees**

- 6.1. The Brine Board reserves the right to amend its prices for the Report or the Services from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 6.2. The Report will be ordered directly with the Agent. The Fees shall be calculated and paid as set out in:
  - 6.2.1. the Website; or
  - 6.2.2. the quotation provided by the Agent together with all applicable value added tax.
- 6.3. For a Report ordered through a Reseller, the Fee shall be agreed with the Agent.

## **7. Cancellation of Services**

- 7.1. The Brine Board shall be entitled to suspend the provision of the Report or terminate the Contract if: (i) the Client fails to pay any sum due to the Agent or the Reseller as the case may be, within 30 days of the due date; (ii) the Reseller fails to pay the relevant fee for the Report provided to the Client; or (iii) the Client and/or End User breaches any provision of these Terms which is incapable of remedy or if remediable, is not remedied within seven (7) days of written notice of the breach.

## **8. Liability**

- 8.1. Subject to Condition 8.2, The Brine Board and its appointed Agent shall exercise reasonable skill and care in the preparation of the Report and the Report shall comply with the description on the Website. All other warranties, conditions and other terms implied by statute or common law are excluded from the Contract, to the fullest extent permitted by law.
- 8.2. The Brine Board shall not be liable for: (i) loss of profits; (ii) loss of business; (iii) loss or corruption of data or information; (iv) business interruption; (v) any kind of special, indirect, consequential loss or pure economic loss; (vi) loss or damage that arises as a result of the use of all or part of the Report in breach of the Contract; (vii) loss or damage arising as a result of any error, omission or inaccuracy in the Report where such error, omission or inaccuracy is caused by any data provided by the Client, any Third Party Data or any reasonable interpretation of the data provided by the Client; (viii) loss or damage caused by

- a delay or loss of use of the Website; and/or (ix) any advice, act or omission of the Client, the Reseller or any other third party.
- 8.3. The Brine Board will only be liable to the Client for accidental loss or damage caused by its own default.
  - 8.4. The Brine Board will not be liable to the Client if the Services are used other than as provided or referred to in these Terms.
  - 8.5. Subject to the other provisions of this Condition: (i) The Brine Board's total liability to the Client for all claims or series of claims relating to the Report or Services whether in contract, tort, negligence or otherwise for any damages, losses or expenses shall be limited to the higher of:
    - 8.5.1. £2,000; or
    - 8.5.2. an amount equal to four times the amount paid by the Client to The Brine Board in the last 12 months prior to the breach
  - 8.6. The Brine Board cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by the Client.
  - 8.7. The Client acknowledges and agrees that neither the Client, the End User and/or Reseller shall have any claim or recourse against any Third Party Supplier under the Terms.
  - 8.8. The Report is valid for 12 months from the date of issue.

## **9. Further Information**

- 9.1. When the Report refers to further details, these may be able to be obtained from The Brine Board but such enquiries would be subject to a bespoke charge. A written response to enquiries shall be issued within 10 working days.

## **10. Complaints procedure**

- 10.1. If the Client has a complaint regarding the Report, details of the complaint must be sent in writing to:

Cheshire Brine Subsidence Compensation Board  
Sir Henry Doulton House  
Forge Lane  
Etruria  
Stoke-on-Trent  
Staffordshire  
ST1 5BD

or emailed to [info@cheshirebrine.com](mailto:info@cheshirebrine.com). The Client may also call on 01782 276859.

- 10.2. The complaint will be acknowledged within 5 working days of receipt and should receive a written response within 20 working days. Where this is not possible, The Brine Board will inform the Client of the reasons for this and give the Client an indication of when they should receive a response.

## **11. General**

- 11.1. No amendment or variation to the Contract shall be valid unless signed by an authorised representative of the parties.

- 11.2. Except as expressly provided in the Terms, no person other than The Brine Board and the Client shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.3. The Report is provided for business purposes only however, if the Client is a consumer (being an individual not acting in the course of its trade or profession) then nothing in these Terms will affect the Client's statutory rights.
- 11.4. The Brine Board shall not be liable to the Client if the provision of the Report is delayed or prevented for reasons beyond The Brine Board's control including any telecommunications, network or system failure.
- 11.5. Any notice shall be in writing and delivered by hand or sent by first class post or by email to the other party's address or email address. Deemed delivery shall be the day of delivery if delivered by hand, or email (unless that day is not a working day, then, deemed delivery shall be the next working day) and on the second working day after the day of posting if sent by first class post.
- 11.6. Each of the provisions of the Contract is severable and distinct from the others. If one or more provisions is becomes unenforceable, the enforceability of the remaining provisions shall not be affected.
- 11.7. The Client may not assign or otherwise transfer any of its rights or obligations under the Contract to a third party.
- 11.8. The Brine Board may assign or otherwise transfer any of its rights or obligations under the Contract to a third party and/or subcontractor.
- 11.9. The Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with the Contract shall be subject to the exclusive jurisdiction of the English courts.