



**checkmate.uk.com**

***Checkmate Warranty Scheme Insurance***

**Terms and Conditions for Members**

These Terms and Conditions apply to the *development* registered by:

.....  
[the *Member*]

under the name of:

.....  
[the *Development*]

**By completing the registration of the *Development* with *Checkmate the Member* confirms that these Terms and Conditions have been read and understood.**

## **1 About Our Company**

Checkmate.uk.com is a division of Lockton Companies LLP; an independent insurance intermediary and Lloyd's broker. Our Registered Office is located at The St. Botolph Building, 138 Houndsditch, London, EC3A 7AG. Registered Company Number: OC353198. VAT Registration Number GB 449 6862 93.

We are authorised and regulated by the Financial Services Authority ("FSA"). You may check our details on the FSA Register at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), FSA ref "**523069**", or by telephoning the FSA on **0845 606 1234**.

## **2 Definitions**

The words and phrases printed in italics shall have the special meaning set out below.

***Builder Developer:*** The vendor of the *New Home* or *New Premises* who registers the *Development* with *Checkmate* and builds the *New Home* either for private sale or rent or acts as a *Contractor* for a *Developer*.

***Building Period Certificate:*** The *Certificate* issued by *Checkmate* signifying agreement to the provision of the protection set out in Part One of the *Warranty* subject to any endorsements.

***Buyer:*** The persons, including the *Original Buyer*, having a freehold, commonhold or leasehold interest in a *New Home* or *New Premises*. or their successor in title or any mortgagee in possession or lessor (excluding the *Builder Developer*, *Developer*, *Contractor*, directors, partners and their relatives and associated companies, and all those involved with or having an interest in the construction and sale of the *New Home* or *New Premises*.).

***Certificate:*** The document that confirms the cover provided by the *Warranty* is in force as stated therein. *Checkmate* reserve the right to modify the cover brought into effect, such modification to be evidenced by an endorsement on the *Building Period Certificate* and/or *Insurance Certificate*. *Certificate* includes any cover note that may be issued.

***Checkmate:*** This is Checkmate.uk.com, which is a division of Lockton Companies International Limited who are Authorised and Regulated by the Financial Services Authority.

***Contractor:*** The person or company who builds the *New Home* or *New Premises* under contract to the *Developer* or *Builder Developer*.

**Defect:** A failure to comply with the *Requirements* in respect of the *New Home* or *New Premises*.

**Developer:** The vendor of the *New Home* or *New Premises* who registers the *Development* with *Checkmate* but who employs a *Contractor* or *Builder Developer* to construct the *New Home* or *New Premises*

**Developer's Warranty Period:** A period of two years commencing on the effective date of the *Insurance Certificate* or contract exchange date, or exchange of missives in Scotland, whichever is the later.

**Development:** A single *New Home* or *New Premises* or a number of *New Homes* or *New Premises* built or converted on a site.

**Directory:** A list of all *Developers*, *Builder Developers* and *Contractors* who have registered *Developments* with *Checkmate*.

**Images:** Digital photographs provided by and loaded onto the *Checkmate REDI* tool by the *Developer*, *Builder Developer*, or *Contractor* employees or agents.

**Insurance Certificate:** The document issued by *Checkmate* to signify acceptance of the completed *New Home* or *New Premises* for insurance under the *Warranty* including any endorsement to include or exclude specified items.

**Member:** The *Developer*, *Builder Developer* or *Contractor* that is party to these Terms and Conditions.

**New Home:** Any newly built or newly converted residential property which is being or has been registered with *Checkmate* for a *Warranty* by the *Developer*, *Builder Developer* or *Contractor*.

**New Premises:** Any newly built or newly converted non residential property which is being or has been registered with *Checkmate* for a *Warranty* by the *Developer*, *Builder Developer* or *Contractor*.

**Original Buyer:** The first purchaser of a freehold, commonhold, or leasehold interest in a *New Home* or *New Premises* from the *Developer* or *Builder Developer* or landowner who instructs a *Checkmate Builder Developer* or *Contractor* to construct a new home for their occupation by way of contract on the *Effective Date* of the *Building Period Certificate* excluding the *Member*, builder, directors, partners and their relatives and associated companies, and all those involved with or having an interest in the construction and sale of the *New Home* or *New Premises*.

**REDI:** Review & Evaluation of Digital Images. A system used by *Checkmate* to evaluate the *Images* and which contributes to the risk management of the *Development* for insurance purposes.

**Requirements:** The technical standards published by *Checkmate* in the form of a technical manual and varied from time to time and include mandatory compliance with the Building Regulations that apply to the *Development*.

**Warranty:** The *New Home* or *New Premises* latent defect insurance policy from *Checkmate* arranged with AmTrust Europe that inter alia describes the *Member's* obligations to the *Buyer* and the insurance cover.

**Warranty Documents:** The relevant documents, excluding the *Insurance Certificate*, which include without limitation the policy document, the *Building Period Certificate* and Homeowner's Guide.

### **3 Miscellaneous**

- 3.1 In these Terms and Conditions (including the defined terms), the singular includes the plural and the use of any gender shall include all genders.
- 3.2 Any reference to any statute shall include any statutory modification or re-enactment and any subordinate legislation for the time being in force.
- 3.3 The headings in these Terms and Conditions are for descriptive purposes only do not in any way control, limit or amplify the terms of these Terms and Conditions.
- 3.4 Except in any definition in these Terms and Conditions, references to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time. References to any codes of practice include any amendments or revisions from time to time (save to the extent that they conflict with any express term or condition within these Terms and Conditions).
- 3.5 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part that whole or part shall be severed and the validity or enforceability of the remaining whole or part shall not be affected and shall remain in full force and effect.

### **4 Duration of these Terms and Conditions**

- 4.1 These Terms and Conditions shall apply to the *Development* and remain in force from the date of registration of the *Development* until the period of the *Warranty* on the *New Home* or *New Premises* has expired.

### **5 The Member's rights and obligations**

- 5.1 The *Member* must provide *Checkmate* with such information as it may reasonably require showing that the following conditions are and continue to be satisfied:

5.1.1 the financial tests required by *Checkmate*, as varied from time to time. *Checkmate* reserves the right to carry out financial tests in relation to the *Member* and *Member's* associated companies to ensure that the *Member* and the *Member's* group of companies meets *Checkmate's* underwriting criteria during the period from registration of the *Development* until the *Insurance Certificate* is issued for the completed *Development*. In the absence of this condition being met *Checkmate* may withhold any *Certificate* and may cancel the registration of the *Development* until the *Member* gives *Checkmate* such securities as it may require, or can meet the financial tests.

5.1.2 the *Member* has and continues to have the technical ability to build *New Home* or *New Premises* to the *Requirements* or to procure that *New Home* or *New Premises* are so built. In the absence of this condition being met (to be determined at *Checkmate's* sole discretion) the *Member* shall at *Checkmate's* direction appoint a *Checkmate* registered *Contractor* approved by *Checkmate*, such approval to be given in writing and before any such appointment, to complete the *New Home* or *New Premises* in accordance with the *Requirements*.

- 5.2 Where they are liable for such payments the *Member* shall pay to *Checkmate* such fees and premiums and taxes as are required from time to time before the *Warranty* shall be made available, payment to be received within 31 days of the date of the invoice.
- 5.3 The *Member* shall include the *Warranty* in the purchase price of all *New Homes* registered with *Checkmate* and shall not make or indicate any separate charge for it.
- 5.4 The *Member* shall give *Checkmate* 10 working days' notice before any construction work commences on the *New Home* or *New Premises*. Where the *New Home* or *New Premises* is a conversion or is to be built on land that presents an unusual risk the *Member* shall give *Checkmate* 10 additional working days' notice before the work commences on the *New Home* or *New Premises*. For the purposes of this clause an unusual risk shall include, but not be limited to, contaminated land, mining or mineral extraction area, peat soil, ground conditions which include "made ground" and clay sites with either trees present or recently removed.
- 5.5 Before work starts on any part of the *Development* the *Member* shall at *Checkmate's* request provide a copy of the site investigation report for the *Development*.
- 5.6 The *Member* shall ensure that all statutory approvals as may be required have been obtained before the work commences on the *New Home* or *New Premises*.
- 5.6.1 Where the *New Home* or *New Premises* is to be constructed on contaminated land the *Member* must obtain such specific approvals from the relevant Local Authority and/or Environment Agency as may be required.
- 5.6.2 The *Member* must ensure that all relevant Building Regulation approvals are obtained for the *New Home* or *New Premises* from either the Local Authority or an Approved Inspector.
- 5.7 The *Member* shall ensure that the *New Home* or *New Premises* is built to comply with *Checkmate's Requirements* and in a competent and workmanlike manner to *Checkmate's* satisfaction. Where methods of construction or materials do not meet the guidance contained in *Checkmate's Requirements*, the *Member* shall obtain *Checkmate's* written consent to the proposed methods of construction or materials prior to executing the work.
- 5.8 Where the *Developer* or *Builder Developer* contracts with a *Builder Developer* or *Contractor* to construct the *New Home* or *New Premises*
- 5.8.1 the *Developer* or *Builder Developer* must notify *Checkmate* of the *Builder Developer/Contractor's* details with the proposal.
- 5.8.2 the *Builder Developer* or *Contractor* must be registered with *Checkmate* before works on the *Development* commence
- 5.8.3 any change to the *Builder Developer* or *Contractor* must be notified in writing to *Checkmate* as soon as practically possible and in any event no later than seven days after the change coming into effect.
- 5.8.4 The *Developer* or *Builder Developer* shall deliver the *Warranty Documents* made available by *Checkmate* to the *Original Buyer* but shall not permit the sale to proceed to legal completion unless the *New Home* is subject to vacant possession and the *Insurance Certificate* has been issued. The *Developer* or *Builder Developer*

acknowledges that the *Insurance Certificate* shall only be issued if the *New Home* or *New Premises* is accepted by *Checkmate* for a *Warranty*.

- 5.9 Once a *Certificate* has been issued, the *Developer* or *Builder Developer* shall deliver it to the *Original Buyer*. The *Developer* or *Builder Developer* shall supply the full details of the *Original Buyer* to *Checkmate* in writing before the *Certificate* is made available.
- 5.10 The *Developer* or *Builder Developer* shall not, without *Checkmate's* prior written consent, make available any *Certificate* to persons excluded under the definition of *Original Buyer*. Where *Checkmate's* written consent is given this will be shown as an endorsement on the *Certificate*.
- 5.11 The *Member* agrees to honour the terms of the *Warranty* where it places any obligation or responsibility on him either to *Checkmate* or to a *Buyer*.
- 5.12 The *Member* agrees to correct any *Defect* and repair any consequent material damage to the *New Home* or *New Premises* within the time notified to the *Member* in writing by *Checkmate*, including if such notice is given by e-mail.
- 5.13 Where the *New Home*, *New Premises* or *Development* is destroyed or damaged and requires partial or complete rebuilding before the *Insurance Certificate* has been issued *Checkmate* reserves the right to charge additional fees together with any associated taxes for any additional work required by *Checkmate* to assess whether the building works comply with the *Requirements*. *Checkmate* reserves the right to charge additional premiums and associated taxes for the partial or complete rebuilding works.
- 5.14 Where *Checkmate* pays any sum relating to the *Member's* obligations or responsibilities under these Terms and Conditions or a *Warranty* the *Member* agrees that it shall reimburse *Checkmate* with all of the reasonable associated costs *Checkmate* incurs in so doing.
- 5.15 The *Member* shall reply fully and within 28 days to any correspondence from *Checkmate* that has been sent to the *Member* by recorded delivery to the last address notified to *Checkmate*.
- 5.16 While these Terms and Conditions are in force the *Member* may in its marketing materials refer to *Checkmate* and to the *Checkmate Warranty* and may with prior written approval use the *Checkmate* trade name or logo in advertising. Any reference to the *Warranty* must be approved in advance by *Checkmate* in writing.
- 5.17 The *Member* agrees to comply with the Consumer Code for Home Builders in so far as they apply to a *New Home*.

## **6 Technical Review of works & Checkmate REDI**

- 6.1 The *Member* shall grant access to *Checkmate*, or its agents, in order for it to carry out such inspections as *Checkmate* deems necessary to establish to its satisfaction that the *New Home* or *New Premises* has been or is being constructed to *Checkmate's Requirements* and in a competent and workmanlike manner.
- 6.2 The *Member* shall provide *Images* to *Checkmate* via *Checkmate's REDI* tool as specified in a schedule provided by *Checkmate* with 2 working days' of being notified that work on the *Development* is to commence.

- 6.3 Following registration of the *Development Checkmate* will provide a username and password within 48 hours to enable access to the *Checkmate REDI* tool.
- 6.4 The information contained in the *REDI* tool is based on the information provided when the *Development* was registered and information obtained during construction, including any relevant *Images* taken. Whilst *Checkmate* has taken all reasonable steps to ensure the information provided in the *REDI* tool is accurate, the *Member* or its agent(s) is responsible for validating the integrity of any information provided by the *REDI* tool.
- 6.5 The *REDI* tool provides construction information and general management information that the *Member* can make available about the *Development*. It does not provide advice nor offer any commitment from *Checkmate* to issue a *Warranty*.
- 6.6 *Checkmate* shall have no liability for direct, indirect or consequential losses (including without limitation claims against the *Member* by third parties or claims for loss of profit or loss of revenue) to the *Member* or employees, associates, agents or customers in tort (including negligence), contract, or otherwise in respect of your use of the *REDI* tool. Nothing in these Terms and Conditions shall exclude or restrict *Checkmate's* liability for fraud, or for death or personal injury caused by *Checkmate's* negligence. You use the *REDI* tool at your own risk.
- 6.7 Any *Images* and/or information in whatever form that you provide it via the *REDI* tools ("the *Images*") remain the *Member's* property. The *Member* hereby authorise *Checkmate* to use, copy, distribute the *Images* for such purposes that *Checkmate* requires for as long as such information is required. In particular and without limitation, the *Member* hereby authorise *Checkmate* to anonymise (wherever possible) and use, copy and display the *Images* for training purposes both internally within *Checkmate* and with third parties, in any form and via any medium.
- 6.8 The *Member* warrant the accuracy and completeness of any *Images* provided and submit such *Images* and uses the *REDI* tool at the *Member's* own risk. The use by *Checkmate* of any of such *Images* does not deem acceptance by *Checkmate* of the *Development* nor should it be construed as an indication that *Checkmate* may or may not issue a *Certificate*.
- 6.9 The *REDI* tool is provided by *Checkmate*. Subject to the information set out in these Terms and Conditions. *Checkmate* has taken all reasonable steps to ensure that the information provided by the *REDI* tool is accurate and current at the date of issue. However it is not guaranteed that such information is accurate as of the date of receipt or use by the *Member* or that it will remain so in future. The *Member* is responsible for validating the integrity of any information provided by the *REDI* tool.
- 6.10 The *Member* should always be satisfied that any action it takes or advice it gives to others that rely on any of the information and guidance provided by the *REDI* tool is suitable in any particular case. It is the *Member's* responsibility to ensure that any person to whom advice or recommendations are provided based on the use of the *REDI* tool is made aware of the limitations of the tool. The *Member* should also ensure that such persons are made aware of any limitations, warnings and disclaimers relevant to the use of the *REDI* tool and highlighted in the *REDI* tool and,

where relevant and any other documentation on which such limitations, warnings and disclaimers are explained or reproduced.

- 6.11 The *Member* acknowledges responsibility for all acts and omissions of any person or organisation that accesses the *REDI* tool using the password provided at registration whether with or without the *Member's* authority to do so.
- 6.12 Unless clearly stated otherwise, nothing in the *REDI* tool shall be construed as a certificate of completion, a *Certificate*, or act as a recommendation of the *Development*, *New Home* or *New Premises*.
- 6.13 *Checkmate* reserves the right in its absolute discretion and without cause to restrict full or partial access to the *REDI* tool or withdraw it entirely at any time without notice to all or any users. *Checkmate* accepts no liability for any loss that may arise (directly or indirectly) if, for any reason, the *REDI* tool is unavailable at any time.
- 6.14 Copyright and all other intellectual property rights worldwide in the *REDI* tool are owned by *Checkmate*. The *Member* may use the *REDI* tool only for business use in respect of the *Development*.
- 6.15 *Checkmate* has a policy of continued improvement and reserves the right, without notice, to change the content, presentation, performance, and availability of any part of the *REDI* tool at any time.
- 6.16 The *Member* shall not acquire any title copyright or other proprietary rights in the *REDI* tool or in any copies of it.

## **7 Data Protection**

This section outlines the basis of operation of the *REDI* tool and includes important information on some of its limitations of which *Checkmate* is reasonably aware.

- 7.1 No personal information about the *Member* or clients can be stored by *Checkmate* when the *REDI* tool is used. The *Member* may choose to input such personal information using the facilities provided but *Checkmate* will only access or amend such information for essential maintenance or problem resolution.
- 7.2 For the purposes of the Data Protection Act 1998 (as amended or re-enacted, the "Data Act") the *Member* is the data controller of any information the *Member* makes available via the *REDI* tool and is responsible for ensuring compliance. By registering the *Development* the *Member* confirms acceptance of these Terms and Conditions and agrees to comply with all provisions of the Data Act. *Checkmate* is not liable for any loss or damage suffered as a result of any breach of the Data Act or otherwise for personal information in respect of which the *Member* is the data controller. *Checkmate* agrees to comply with all provisions of the Data Act.
- 7.3 As part of the registration process *Checkmate* requires some 'identifying data' about the *Member*, and also an e-mail address. *Checkmate* will use the identifying data only to check who has downloaded the *REDI* tool. *Checkmate* will use the e-mail address to more quickly advise the *Member* of significant events that affect the *REDI* tool.

- 7.4 The *REDI* tool is focused on gathering certain specific information relevant to the technical review of works. There will be circumstances where the *REDI* tool cannot accept some data. In such circumstances, it is the responsibility of the user to record such occurrences, and inform their *Checkmate* Regional Surveyor.
- 7.5 Any links made by *Checkmate* from the *REDI* tool to other websites are designed to allow you to access more information. *Checkmate* gives no endorsement and accepts no liability for the operation, accuracy or content of linked websites. The *Member* agrees that no other person or company whatsoever may link into the *REDI* tool without *Checkmate's* prior written consent.

## **8 Checkmate's rights and obligations**

- 8.1 *Checkmate* will maintain a *Directory of Members* that are eligible to seek a *Warranty* for their *Developments* from *Checkmate*. A copy of the names of all the *Members* contained in the *Directory* will be made available for inspection within 7 days of a request being received.
- 8.2 *Checkmate* shall have the right to take such additional security and to set such additional conditions as from time to time may be deemed necessary in order to ensure that it has sufficient security relating to any liability.
- 8.3 *Checkmate* shall publish and make available to the *Member* the *Requirements*, in such format as it deems appropriate, relating to the construction of *New Home* or *New Premises* and may vary them from time to time. *Checkmate* may levy a fee for the supply of the *Requirements*.
- 8.4 Where the actual selling price of the *New Home* exceeds the estimated selling price given when the *Development* was registered, *Checkmate* may invoice the *Member* for additional fees and premiums owed. Where the actual selling price of the *New Home* is below the estimated selling price given when the *Development* was registered, *Checkmate* may credit the *Member's* account for any reduction in premiums paid for use against future invoices. No cash refunds will be made.

*Checkmate* may refuse to issue any *Building Period Certificate* or any *Insurance Certificate* if:

- 8.4.1 the *Member's* proposals fail to meet *Checkmate's* risk assessment for insurance purposes; or
- 8.4.2 the *Development, New Home* or *New Premises* fails to meet the standards in *Checkmate's Requirements*; or
- 8.4.3 notwithstanding the *Development* obtaining a final/completion certificate from Local Authority building control or an Approved Inspector, in *Checkmate's* opinion the *Development, New Home* or *New Premises* fails to meet standards in *Checkmate's Requirements*
- 8.4.4 any unresolved dispute exists between the *Member* and *Checkmate*
- 8.4.5 any unresolved dispute exists between the *Member* and a *Buyer*
- 8.4.6 *Checkmate* has not received payment of invoiced fees and premiums
- 8.5 *Checkmate* shall have the right to request such reports, certificates, plans, specifications or other information from the *Member* as it deems necessary before agreeing to issue a *Warranty*.
- 8.6 *Checkmate* may impose such conditions or endorsements on a *Certificate* as it deems necessary.

- 8.7 Subject to clauses 8.4 and 8.5 above, *Checkmate* shall issue the *Insurance Certificate* to the *Member* where *Checkmate*:
- 8.7.1 has carried out such risk management and received such documents as deemed necessary
  - 8.7.2 is satisfied, at *Checkmate's* sole discretion, that the *New Home* or *New Premises* has been accepted following a final inspection of *Images* or physical inspection;
  - 8.7.3 has received any invoiced fees and premiums or security required and any other monies outstanding have been received.
- 8.8 Unless agreed otherwise in advance and in writing by *Checkmate*, if either building work has not started within 12 months of a *Development* being registered or having been started is not finished within 2 years then *Checkmate* shall be entitled to set such additional fees and premiums or require such additional reports or certificates and security or cancel the registration of the *Development* as *Checkmate* deems necessary before issuing any *Certificate*.
- 8.9 Where a *Buyer* makes any claim under any part of the *Warranty Checkmate* shall notify the *Member*. Where the terms of the *Warranty* places any obligation or responsibility on the *Member* either to *Checkmate* or to a *Buyer*, the *Member* shall, at their expense, co-operate with any reasonable request by *Checkmate* to assist with the investigation, including providing plans, specifications and other documentation.

## **9 Security Deposits and Bank Guarantees**

- 9.1 Where security deposits or bank guarantees or other forms of guarantee are required in order for a *Member* to meet *Checkmate's* underwriting criteria the terms under which they are held are set out below.
- 9.1.1 The security deposit account will be held in the name of Lockton Companies International Limited at Halifax Bank Of Scotland in accordance with a Declaration of Trust made by Lockton Companies International Limited.
  - 9.1.2 Interest will be paid to the account net of tax at a rate of 0.25% below Base Rate as determined by the Bank of England from time to time. [The interest rate will never be negative.]
  - 9.1.3 Original bank guarantees, carrying the bank seal and original parent or cross company guarantees will be held at our registered offices.
- 9.2 For single purpose vehicle companies or single *Development* companies the deposit or bank guarantee or other form of guarantee will only be released following closure of the registration and where all the conditions in clause 9.3.2 and its sub clauses (below) have been met to *Checkmate's* satisfaction.
- 9.3 Consideration for the release of the security deposit or bank guarantee or other form of guarantee will be given on your written application and/or when *Checkmate* review the level of security required will be subject to the following conditions having been met:
- 9.3.1 Where a *Member* wishes to remain on *Checkmate's Directory*, we will require:
    - 9.3.1.1 audited accounts demonstrating three full years' trading, which must meet *Checkmate's* then current underwriting requirements for the release of funds; and
    - 9.3.1.2 all *Developer's Warranty Period* claims outstanding and notified have been settled to *Checkmate's* satisfaction.

- 9.3.2 Where a *Member* wishes to leave *Checkmate's Directory*, we will require:
- 9.3.2.1 that there are no properties in the course of construction for which a *Certificate* has yet to be issued; and
  - 9.3.2.2 that there are no properties remaining within the *Developer's Warranty Period*; and
  - 9.3.2.3 all *Developer's Warranty Period* claims outstanding and notified have been settled to *Checkmate's* satisfaction.
- 9.4 A call will be made on either the security deposit or bank guarantee should a *Member* fail to meet its obligations under these Terms and Conditions or the *Warranty*, for example, but not limited to, the meeting of claims costs and unpaid invoices.
- 9.5 On release or partial release of the security deposit the monies will be returned to the original depositor only. Any requests for monies to be paid to a different account must be submitted in writing and will be subject to the bank's current money laundering requirements.
- 10 Termination** - The registration of the *Development* may be cancelled by *Checkmate* before the *Building Period Certificate* or *Insurance Certificate* for the *Development*, *New Home* or *New premises* is issued in the following circumstances:-
- 10.1 Where the *Member* is the subject of any publicity which, in the opinion of *Checkmate*, may be detrimental to *Checkmate* or other *Members* who are listed in *Checkmate's Directory*
  - 10.2 Where the *Member*, its employees or agents act in any way which, in the opinion of *Checkmate*, may be detrimental to *Checkmate* its employees or agents and sub-contractors or to the other *Members* listed in the *Directory*.
  - 10.3 Where the *Member* is subject to a change of ownership or in the opinion of *Checkmate* becomes otherwise associated with a Company, Partnership, person or persons that *Checkmate* has refused to admit to the *Directory* or has removed from the *Directory*.
  - 10.4 The *Member* has failed to reply fully within 28 days to any correspondence from *Checkmate* that has been sent by recorded delivery to the last address notified by the *Member* to *Checkmate*.
  - 10.5 The *Member* has refused or repeatedly failed to rectify *Defects* notified to them by *Checkmate* in writing, including by e-mail.
  - 10.6 By mutual agreement with the *Member* or at the *Member's* request
  - 10.7 Where a *Development* is cancelled under the provisions of clause 8.8
  - 10.8 Where a *Development* is terminated under clauses 10 to 10.7 any Premiums will be refunded only where all *Warranty Documents* and *Certificates* issued or downloaded have been returned to and received by *Checkmate* and a signed declaration stating that all *Certificates* have not and will not be passed onto any 3<sup>rd</sup> party and all prospective *Buyers* and their conveyancing solicitors have been informed that the property no longer has nor will have the benefit of a *Checkmate Warranty*. All such refunds will be subject to a charge for *Checkmate's* administration and subject to any administration deductions applied by AmTrust Europe Ltd.

- 11 Automatic Termination** - These Terms and Conditions shall terminate immediately without notice where the *Member*:
- 11.1 Being a sole trader or partnership has made or has attempted to make any arrangement or composition with his creditors or a petition has been filed for bankruptcy or the sole trader or any member of the partnership becomes bankrupt.
  - 11.2 Being a company:
    - 11.2.1 has made or has attempted to make any arrangement or composition with its creditors
    - 11.2.2 has passed any resolution to stop trading or to enter voluntary liquidations or
    - 11.2.3 has a petition for its winding up or
    - 11.2.4 enters liquidation or
    - 11.2.5 has a receiver or administrator appointed in respect of any of the *Member's* affairs.
  - 11.3 Where clause 11.1 or clause 11.2 and its sub clauses apply the *Member* must immediately inform the trustees, receiver, liquidator or administrator as the case may be of *Checkmate's* interest.
  - 11.4 Where clause 11.1 or clause 11.2 and its sub clauses apply any *Insurance Certificates* previously issued to the *Member* are invalid where contract exchange, exchange of missives or completion of sale has not taken place.
- 12 Notices** - Any communication between *Checkmate* and the *Member* shall be deemed to have been received two days after posting provided that it has been sent by Recorded Delivery Post to the address contained in these Terms and Conditions or to the *Member's* last address notified to *Checkmate* by the *Member*. Any change of address must be notified as soon as possible to the other party in writing including by email.
- 13 Assignment** - These Terms and Conditions form a binding agreement between the *Member* and *Checkmate*. The *Member* may not assign or otherwise transfer any rights or obligations contained herein without *Checkmate's* prior written consent. *Checkmate* reserves the right to assign its benefits and/or its obligations to any Company who is a successor.
- 14 Disputes** - The parties shall use their best endeavours to negotiate in good faith and settle amicably within a reasonable period any dispute that may arise out of or relates to this contract. In the event such negotiations fail the parties shall attempt in good faith to settle any dispute by mediation. Each party shall bear its own costs and one half of the mediator's fees.
- 15 Complaints** - *Checkmate* takes all complaints seriously and maintains procedures to ensure that all complaints are dealt with promptly and fairly. If you wish to complain please notify your usual *Checkmate* contact or the Head of Compliance at Lockton either in writing to our registered address or by telephone to 020 7933 0000.
- 16 No Partnership** - Nothing in these Terms and Conditions shall be deemed at law to constitute a partnership relationship between the parties and neither of them shall have any authority to bind the other save as provided for by these Terms and Conditions.

- 17 Variation and Waiver** - No partial exercise of, or failure in exercising, any right under these Terms and Conditions shall constitute a waiver or preclude any other or further exercise of that or any other right.
- 18 Entire Agreement** - These Terms and Conditions and any Schedules hereto contain the entire agreement between the parties relating to the subject matter thereof and shall supersede any and all promises, representations, warranties and undertakings whether oral or in writing, express or implied unless expressly set out or referred to in these Terms and Conditions.
- 19 Jurisdiction** - English law governs these Terms and Conditions and the *REDI* tool and any dispute shall be resolved under the exclusive jurisdiction of the English courts.

Signed on behalf of *Checkmate*: .....

Name (please print): .....

Signed on behalf of the  
*Member*: .....

Name (please print): .....

Position: .....