



Petrolab Website Terms and Conditions of Use

Your access to and use of this website including the 'Mundic Search' tool will be subject to the following terms and conditions of use. Please read and accept the terms and conditions. If you do not accept these terms and conditions, do not access or use this website.

Petrolab may change these terms and conditions at any time without giving you notice. Please check the latest terms and conditions available on this website. These terms and conditions of use are effective from 08/12/2015. If you have any concerns about the terms and conditions of use of this website or the privacy policy below then please contact Petrolab by writing to the registered office address or by email to petrolab@petrolab.co.uk.

Information about Petrolab

Company name: Petrolab Limited (registered no. 4777735)
Registered office: C Edwards Offices, Gweal Pawl, Redruth, Cornwall TR15 3AE.
VAT registration number: GB 557 7140 26.

General

1.1. These Terms and Conditions apply to all dealings between Petrolab Limited (registered no. 4777735) whose registered office is at C Edwards Offices, Gweal Pawl, Redruth, Cornwall TR15 3AE ('Petrolab') and any individual, organisation or entity using the Website, including for completion of a Mundic Search request ('you').

1.2 In order to request and obtain information through the Website Mundic Search tool you must register with Petrolab and create a User Account and pay the applicable Fee. To create the account you must read and agree to these Terms and Conditions. If you do not agree with the Terms and Conditions you cannot create a User Account or use the Mundic Search tool.

1.3 On successful registration you will be supplied with a Username and Password, and a User Account. This will enable you to use the Mundic Search tool without having to register again.

1.4 The User Account will automatically be cancelled without giving you prior notice on or after twelve months after the account was last used. You will then need to re-register to use the Mundic Search tool.

1.5 The Website and the Product are displayed in English language only.

Definitions

2.1 The following terms shall have the following meanings:

'You' - is defined in Clause 1.1.

'Petrolab' - is defined in Clause 1.1.

'Data' - the data and information used in connection with the provision of the Product and held as part of the Database.

'Database' – Petrolab's database on which is stored the Data together with other data which you are not entitled to access.

'Fee' - means the fee due for the provision of the Product as currently shown on the website in G.B.P. (£), inclusive of Value Added Tax (unless stated otherwise) at the current rate in force.

'Mundic Search' – refers to the interactive tool on the Website. It allows you to enter a property postcode and view associated property addresses for which a Stage 1 concrete screening test ('mundic' test) record has been entered on the Database. Entries on the Database are restricted to those tests undertaken and recorded by Petrolab since the 01/04/1997 implementation date of the RICS Mundic Guidance Note, 2nd Edition. You can request further information (the 'Product') on a selected property, which may comprise any or all from the test reference, date of test and the name of the supervising surveyor or testing company.

'User Account' - the account Petrolab will set up for you on successful registration.

'Product' – means the information, data or other material provided by Petrolab in response to a Mundic Search request from you made through the Website in respect of a specified property.

'Terms and Conditions' - the terms and conditions set out here and known as the Petrolab Website Terms and Conditions of Use.

'Username and Password' - the security credentials that will need to be entered to allow access to request the Product once a User Account has been created.

'Website' – means the Petrolab website, including that from which you can make Mundic Search requests (the current address of which is <http://www.petrolab.co.uk>).

Rights Granted and Products Provided

3.1 The Product provided comprises the test reference and test date of a Stage 1 concrete screening test report on a specified property where this has been recorded on the Database. If a specified property has been tested on more than one occasion and recorded on the Database then the most recent test information or most recent extant test information recorded on the Database is provided. Additionally, the name of the supervising surveyor or testing company and, for the majority of specified properties, an indication of whether they are currently practising along with contact details are provided.

3.2 The Product does not provide the result (concrete classification) of the Stage 1 concrete screening test ('mundic' test) or any property ownership information.

3.3 The Product does not provide information on any additional stages of testing (e.g. Stage 2, Stage 3) that may or may not have been undertaken on the specified property.

3.4 Delivery of the Product is by display of the requested information comprising the Product on the Website following payment of the Fee. A copy of this information is also automatically sent to the e-mail address provided by you during registration for a User Account.

3.5 Mundic Search and the Product refer only to postcodes extant at the point a recorded test was undertaken. Whilst Petrolab may occasionally up date the postcode dataset, Petrolab accepts no liability for incorrect advice resulting from the entry of a newly appointed postcode that succeeds the latest update.

3.6 Petrolab has used reasonable endeavours to ensure the accuracy of the data and information provided by the Mundic Search tool and the Product but does not warrant that they are free from errors or omissions.

Privacy Policy

4.1 Your privacy is important to Petrolab. By providing personal information such as your name and e-mail address via the forms on the Website, you agree to Petrolab contacting you with regard to the requested information.

4.2 Petrolab may change this privacy policy from time to time. You should check the Website from time to time to ensure that you are happy with any changes.

4.3 For any purchases made through the Website your attention is drawn to the terms and conditions of [Sage Pay](#) or successor specialist electronic payment processor for the service as Petrolab is not directly responsible for the information practices of the processor or third party service providers.

4.4 Some forms on the Website may include a check box asking you for permission to add you to Petrolab's mailing list. This is an opt-in mailing list and your personal information will be used solely by Petrolab. You may request removal of your details from the mailing list by writing to the registered office address or by email to petrolab@petrolab.co.uk.

4.5 Under no circumstances will your personal information be sold, distributed or otherwise used by any other organisation (other than by the specialist electronic payment processing service provider) unless we have your permission or are required by law to do so.

4.6 you may request details of personal information which Petrolab hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please request it by writing to the registered office address or by e-mail to petrolab@petrolab.co.uk.

4.7 If you believe that any information Petrolab are holding on you is incorrect or incomplete, please write to the registered office address or e-mail with the details to petrolab@petrolab.co.uk. Petrolab will promptly correct any information found to be incorrect.

4.8 From time to time, Petrolab may include links in e-mails or on the Website to other websites which we think may be of interest to you. However, once you have used these links, you should note that Petrolab do not have any control over that other website. Therefore, Petrolab cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy policy. You should exercise caution and look at the privacy policy applicable to the website in question.

4.9 During the course of any visit to the Website, the pages you see, along with a short text file called a "cookie", are downloaded to your computer. Many websites do this, because cookies facilitate useful features such as the ability to identify whether a user has successfully logged into the site or to find out whether the computer (and probably its user) has visited the website before. By continuing to use the Website you consent to this.

Cancellation and Refunds Policy

5.1 The Product provided is a service delivered following payment of the appropriate Fee

5.1.1 as a single delivery of requested information, or

5.1.2 as an Annual Subscription Service allowing multiple deliveries of requested information within a 12 month period.

5.2 Subject to 5.3 below, you have the legal right to cancel the service within 7 days of paying the Fee without giving any reason. The cancellation period will expire after 7 days from the day that payment of the Fee is received.

5.3 You expressly agree that Petrolab may begin supply of the Product, either as a single delivery of the requested information or as part of your Annual Subscription Service, before the end of the 7 day cancellation period referred to in 5.2. You also acknowledge that your legal right to cancel the service as described in 5.2 will be lost when you use the Mundic Search tool to request information on a property because, at that point, the supply of the Product to you will have begun.

5.4 To exercise your legal right to cancel, you must inform Petrolab of your decision to cancel the service by a clear statement (e.g. a letter sent by post to the registered office address or email to petrolab@petrolab.co.uk).

5.5 If you cancel the service before delivery of any requested information as described in 5.1, Petrolab will refund to you all payment received from you without undue delay, and not later than 14 days after the day on which Petrolab are informed about your decision to cancel the service.

5.6 If you cancel the service after delivery of any requested information as described in 5.1.1 (single delivery of requested information), Petrolab will be unable to refund any payment received unless there are exceptional circumstances, which Petrolab will assess on a case by case basis. If Petrolab then decide that exceptional circumstances apply we may give you a proportionate refund.

5.7 If you cancel the service after delivery of any requested information as described in 5.1.2 (Annual Subscription Service), Petrolab will refund a one-twelfth proportion of any payment received for each full calendar month of the subscription remaining (for the avoidance of doubt this excludes the calendar month or part-month in which cancellation is made and the final calendar month or part-month of the subscription period).

5.8 If you have a query about obtaining a refund, please contact Petrolab by post to the registered office address or email to petrolab@petrolab.co.uk.

Your Obligations

6.1 You shall not:

6.1.1 use or rely on the Mundic Search tool or the Product in any way as bona fide evidence that a concrete screening test has been undertaken and that the specified property does or does not contain 'mundic' concrete.

6.1.2 use the Mundic Search tool in any way that causes the Petrolab Website or access to it be interrupted, damaged or impaired.

6.1.3 use or attempt to use any automated software agents (including without limitation, any screen scraper, spider or other web crawler) to access the Database or to search, copy or monitor, display or obtain links to any part of the Database.

6.1.4 use the Mundic Search tool to copy or display the Data and information for display on any other website.

6.1.5 allow simultaneous access to the Database using the same log in or Username and/or Password and/or transfer or share your Username or Password.

6.1.6 tamper with or make or attempt to make any deletions, additions, notifications, adjustments or alterations to any of the Data or the Database.

Liability

7.1 Neither Petrolab nor any third party shall be liable to you or any third party for any loss or

damage, direct, indirect or consequential, arising from

7.1.1 any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of the Data or any other information supplied to you through this site or

7.1.2 any decision made or action taken by you or any third party in reliance upon the Data and information. Neither Petrolab nor any third party shall be liable for loss of business resources, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract or tort or otherwise, even if advised of the possibility of such damages incurred by you or any third party or

7.1.3 the delay in or loss of use of the Product.

7.2 Petrolab is not responsible for any damage to equipment (including computer, software, modem, telephone or other property) that may arise from using or downloading information from the Website.

7.3 Transmission of the Data and information over the internet may be subject to arbitrary delays beyond Petrolab's control, which may delay the provision of the Product. There may be periods of delay or shutdowns in the Product beyond Petrolab's control. You acknowledges that Petrolab shall not be liable to you or any third party for any losses arising from such delay.

7.4 Any links to third party websites from the Website do not amount to any endorsement of that site by Petrolab and any use of that site by you is at your own risk. Petrolab takes no responsibility for the content or privacy policies of other sites.

7.5 Petrolab reserve the right to make changes to it's Website, policies, and these Terms and Conditions at any time. You will be subject to the latest policies and Terms and Conditions (legislation permitting) at the time that the Product is requested.

Intellectual Property

8. This site and its contents are protected by copyright © 2015 Petrolab Ltd. You may not copy, reproduce, republish or otherwise use any content on this site in any way except in accordance with these Terms and Conditions.

Currency and Taxation

9. All fees and prices shown on the Website are in G.B.P. (£) and are inclusive of any applicable Value Added Tax (VAT) unless stated otherwise.

Jurisdiction

10. The law of England and Wales will apply to these Terms and Conditions.