

CENTRAL ADMINISTRATION

Building 2, Riverside Court
Bowling Hill
Chipping Sodbury
Bristol BS37 6JX
Tel: 0333 666 7777
Email: info@alliedsurveyors.com



RICS Home Survey Level 3

Thank you for your preliminary instructions for Allied Surveyors and Valuers to carry out a RICS Home Survey Level 3 on the above property and we are pleased to provide you with details of this service.

Allied Surveyors and Valuers is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.RICS.org. As an RICS Regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. Details of the firm's RICS nominated Responsible Principal can be obtained by emailing datarequest@alliedsurveyors.com

Our survey will be dated as the date of the inspection which will be arranged as soon as possible after receipt of the survey fee (please see payment options at the end of this letter).

The fee is based on information given to us as to the type and size of the property. If, on arrival at the property, the survey is considerably more complicated, or the premises substantially larger than that which has been described to us, we reserve the right to make an increased charge. We would, of course, contact you before proceeding so that we can agree alternative terms.

This report is designed for an owner occupier rather than a buy to let purchase. Although it will identify some risks as specified in the Home Survey Standard, it does not purport to identify all possible risks contained within the Health and Safety Rating System. It is recommended that if you propose to let the property, that you obtain specialist advice from a suitably qualified Housing Health and Safety Rating practitioner.

This type of Survey is designed for large or older properties, or those that are unusual or have been altered, or if you are planning major works. To ensure that this is the right type of survey for your requirements, we enclose the [RICS helping you choose the right survey](#) which gives a comparison between the different levels of survey available.

We can confirm that the Surveyor undertaking this work is experienced in the area where the property is located and has the appropriate expertise for this type of property. We have also undertaken a conflict check and can find no reason why we would be unable to undertake the report on your behalf. If you have provided us with additional information or advised us to contact a third party for further information, it is implicit that we can safely rely on that information.

There is a requirement on RICS members and regulated firms to be transparent and open with their clients or potential clients by acknowledging whether they have offered or received a referral fee or other inducement prior and relating to taking the instruction. Accordingly, we can confirm that there may be certain limited circumstances where a payment may have or be made, either individually or part of a third-party commercial relationship.

This service is delivered in accordance with the Home Survey Standard (1st edition) RICS professional statement and is equivalent to "level three."



Allied Surveyors & Valuers Ltd
Regulated by RICS

Registered office: Building 2, Riverside Court, Bowling Hill, Chipping Sodbury, Bristol, BS37 6JX
Registered in England no: 6936426. A list of directors is available on request

www.alliedsurveyors.com



Our Surveyor will be pleased to discuss any queries with you and will discuss his/her findings with you after you have received the report. **By signing these instructions, you acknowledge that you have had the opportunity to discuss the level of service with our office and are satisfied that this RICS product meets your requirements.**

Please advise us as soon as possible (certainly before the inspection date) whether you require any additional information within the scope of our reporting format, for example, if any aspect of the construction gives you particular concern, or if you propose to make any alteration or improvement to the property, in order that we can pay special attention to this in the report.

If you require any additional services, a separate contract might be required as these will incur an extra charge. Therefore, it is important to clarify such matters with your Surveyor as soon as possible.

If you require us to undertake a Valuation as one of these additional services, then we will need to send you the relevant Terms & Conditions. If this is required, please enter the agreed purchase price of the property at the end of this letter. The valuation will be dated for the day we undertake the inspection and will comply with the current RICS Red Book specification. We must also advise that if a valuation is included, the RICS may, as part of its Regulatory function, check the report for compliance with the Red Book.

We enclose the [Description of the RICS home survey level 3](#) which includes the standard Terms of Engagement. Please read these carefully as they, along with this letter, form the basis of our contract with you and it is vital that you understand the scope of work to be undertaken. We draw your attention in particular to RICS Clause 6 on Liability.

The Company's entire financial liability (including that of its employees etc, as set out in the terms and conditions) is hereby limited to the Valuation for the Property contained in the Report, if requested, or £500,000 (Five hundred thousand Pounds), whichever is the lower and in as far as such limitation is lawful.

If you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

Please note the following should be read in conjunction with our standard terms and conditions set out in Appendix "A":

Properties which have been subject to substantial alteration/significant extension in the last ten years.

The surveyor assumes that:

- no particularly troublesome or unusual restrictions apply to the property, nor is it affected by problems which would be revealed by the usual or appropriate legal enquiries.
- all necessary Planning and Building Regulations permissions (including permission to make alterations) have been obtained and that all works which have been undertaken fully comply with those permissions. Furthermore, in the case of a newly built, extended or converted property the surveyor will assume that a valid and satisfactory 10-year warranty or professional consultants certificate exists.

The surveyor will report any further or additional assumptions that have been made, but it is of critical importance that your solicitor asks for the Professional Consultant's Certificate (PCC) to be supplied, as we will almost certainly be unable to see some of the important components which could cause damage if missing or incorrectly installed. You should not proceed with your purchase if this is unavailable.

Boundaries, grounds and outbuildings relating to normal domestic gardens: please refer to the Description of the RICS Home Survey level 3.

The inspection will include the immediate gardens that belong to the property, but the inspection specifically excludes any additional land such as pasture or amenity land. The client is recommended to seek separate advice in respect of this additional land to ascertain (among other things) the extent and condition of boundaries, the presence of any invasive species, quality of the land, possible land contamination, flood risk or any other liabilities in respect of river bank maintenance, culverts and ditches and any other specific concerns, to the client's satisfaction.

For the avoidance of doubt, if a valuation is requested, the valuation figure will include the full extent of the property's title, however for areas that have not been included within the inspection, the report and valuation will assume that no material issues exist.

Data Protection: The Firm takes its responsibility under the General Data Protection Regulation very seriously. Please refer to our [Privacy Policy](#) on our website (or available upon request) for information on how we collect, use, maintain and disclose personal data.

Consumer Right to Cancel Regulations ('Cooling-off' period)

- a) Consumers have the right to cancel a contract for services within 14 days of receiving the agreement, without giving any reason. Cancellation must be received in writing, or by email.
- b) This means that we shall not undertake the inspection of the property before the expiration of 14 days from the day after the date of this letter. **However, if you would like to avoid this delay then you must confirm this by ticking the relevant box on the web order, agreeing to waive that cooling off period.** This confirms that if you subsequently wish to terminate the contract, you will not be eligible for a refund of the fees and charges incurred by the Valuer, up to and including the date the cancellation is received. This does not affect any of your normal consumer rights.

Please note the 'Right to Cancel' Regulations mean that we should delay undertaking the inspection by at least 14 days unless you elect otherwise. You may avoid this delay if you give us your confirmation that you waive your 'cooling off' period rights, by selecting the relevant box on the web order, and making full payment, the inspection will be arranged as quickly as possible.

Allied Surveyors and Valuers Ltd is regulated by the RICS and we advise that the RICS may, as part of its Regulatory function, check the report for compliance with the current RICS Red Book. We also operate a complaints-handling procedure, details of which are available on request.

Please contact us if you have any queries. We will email the completed report as soon as possible after the inspection and can also post you a hard copy if required.

Yours sincerely,
Allied Surveyors & Valuers Ltd

Appendix A

STANDARD TERMS OF ENGAGEMENT

These standard terms and conditions should be read in conjunction with the above.

The Client's attention is drawn particularly to the provisions of Clause 4.

1. DEFINITIONS:

The Client (or Customer)

The person/s to whom the Report is to be addressed.

The Company

The Company which is contractually responsible for the provision of the Valuation Report, is:

Allied Surveyors & Valuers Ltd

Registered Office and Administration Centre address: Building 2, Riverside Court, Bowling Hill, Chipping Sodbury, Bristol BS37 6JX (Telephone: 0333 666 7777,

Email: info@alliedsurveyors.com

Company No: 6936426

The Service

The Allied Standard Survey as described in the above details.

RICS

The Royal Institution of Chartered Surveyors

RICS Red Book (Current Edition)

This publication sets out the professional standards as codified by the RICS under which each Report or, if requested, each Valuation are required to be undertaken. The Company will conform to the latest version of these professional standards and the standards set out within the RICS Home Survey Standard dated November 2019.

The Surveyor

The Surveyor will be an appropriately qualified RICS member and, if a valuation is requested, they will be registered under the RICS Valuer Registration Scheme. The Surveyor will be an employee of, a shareholder in or an employee or associate of the shareholder in the Company. The Surveyor will have the skill, experience and local knowledge necessary to undertake the instruction, and will be adequately equipped to inspect the Property and to produce and sign the Report.

Residential Property

A self-contained domestic dwelling as defined by The Town and Country Planning (Use Classes) Order 1987 (as amended) as Class C3, which may also include small HMOs within Class C4.

The Report

The Report will be made available to the Client in either hard copy or electronic format, depending on the Client's instructions.

Valuation (if requested)

Any valuation of the Property will be undertaken by the Surveyor in accordance with the following provisions of these Terms and Conditions.

Valuation Date

The date upon which the Valuation applies which shall be the date of Inspection of the Property unless otherwise stated in the Report.

Market Value (MV) (as prescribed by the RICS):

'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

Market Rent (MR) if required (as prescribed by the RICS):

'The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'

This is based on the assumption that the Property is let on a six month assured shorthold tenancy.

Valuation Approach and Reasoning (as prescribed by the RICS):

The market approach (as defined below) will be used.

'The market approach provides an indication of value by comparing the subject asset (the Property) with identical or similar assets for which price information is available.'

This method compares similar property which has changed hands in the open market and makes appropriate adjustment to enable accurate comparison.

However in the event that the Property is for investment purposes, the Surveyor may also consider an income approach which takes account of the potential income stream on such property as Houses in Multiple Occupation (depending on the local market).

Property

Means the subject property specified above.

Data Protection Legislation

Means all applicable law relating to the processing, privacy and use of personal data including the Data Protection Act 2018 and (for so long as and to the extent that the law of the EU has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to data protection and privacy.

The terms "controller", "personal data", "process" and "processing" shall have the meanings set out in the Data Protection Legislation.

Inspection

Means the physical inspection of the Property

Contract

Means these Terms and Conditions and the Client's instructions.

Currency

Monetary amounts shall be reported in Pounds Sterling (GBP/£) unless otherwise agreed in writing.

'In writing'

With regard to terms being agreed in writing, this shall include exchanges of letters and memoranda, electronically traceable and recordable data, such as faxes and e-mails, but it shall exclude text messages on mobile phones.

2. PURPOSE OF THE REPORT

The purpose for which the Service is provided is set out above in the details section.

The Company shall provide to the Client a Report setting out the Surveyor's opinion of the Property. The Surveyor responsible for the Report will be named on the Report, which is provided for your benefit alone and solely for the purpose of the instruction to which it relates. The Report may not, without the Company's written consent, be used or relied upon by any third party, even if that third party pays all or part of the Company's fees, or is permitted to see a copy of our Report.

If the Company provides written consent to a third party relying on the Report, any such third party is deemed to have fully accepted both the Allied Standard Survey details and these Standard Terms of Engagement. Neither the whole nor any part of the Report or any reference to it may be included in any published document, circular or statement nor published in any way without the Company's written approval of the form and context in which it may appear.

It is confirmed that the Surveyor, shall, to the reasonable knowledge of the Company, have no known interest in the Property or any other conflict that will prevent the Service from being undertaken in an objective and unbiased way. If the Surveyor has had a previous involvement with the Property or the other parties to this transaction which impacts upon the Service, this will be disclosed to the Client before the Service is commenced. The Surveyor chosen to undertake this work has reasonable knowledge of this area and the appropriate expertise for the Service required. If the Client has provided additional information or advised the Surveyor to contact a third party for further information, it is implicit that the Company may safely rely on that information as being accurate without any further verification.

If the Client requests an **Insurance Value** it will be on the following basis:

The reinstatement cost figure for the permanent buildings is provided for insurance purposes and is not directly related to the market value of the Property. Unless the Surveyor has access to particular cost information relating to the Property or the locality, the reinstatement cost will be calculated by reference to the indices and guidance published by the Building Costs Information Service (BCIS). The figure stated will only include Value Added Tax on professional fees (not on building costs) and will not take into account other potential or consequential losses such as costs of alternative accommodation.

The reinstatement cost figure should be revised annually or when any significant alterations or extensions are undertaken.

Where the Property is a flat, the figure which will be given will be for the subject property only and it will be assumed that the Client's legal adviser will confirm what appropriate alternative arrangements will require to be made.

NB: an explanation of the definitions is available from the Company if requested.

3. INSPECTION AND REPORTING ASSUMPTIONS AND LIMITATIONS

When undertaking the requested Service, we shall make reasonable assumptions, some of which are set out in the Allied Standard Survey details section above. Any other assumptions that are made will be set out in the Report itself.

In addition, unless advised to the contrary, we shall assume the Property is freehold. If we are informed that the Property is leasehold, then we shall assume that there is an unexpired lease term of at least 85 years and that the ground rent is nominal and non-reviewable. We will also assume that there are no event charges within the lease for such items as extensions, alterations or decorative changes to the Property.

The Company and the Surveyor is entitled to, and shall, rely upon any information provided to him/her by you or your legal or other professional advisers relating to tenure, tenancies and any other relevant matters. It is specifically acknowledged by you that the Company and the Surveyor may so rely without further verification and that you are solely responsible ensuring that all such information is accurate.

Some of the assumptions contained in the Allied Standard Survey details section merit further explanation for the avoidance of all doubt:

Our report assumes that if the property falls within the scope of the Building Safety Act, that all the requisite information has been lodged with the relevant body. We also assume that the responsible person has undertaken a detailed fire risk appraisal of the external walls under PAS 9980 to confirm any risk arising from the form of construction used for the external wall, such as the presence of combustible materials used for cladding, external wall insulation or balconies. You should involve your legal advisor prior to making any financial commitment.

External Wall Systems:

Composite external panels which sandwich insulating material (including polyurethane/polystyrene types of material) between inner and outer plastic-coated/painted aluminium/steel sheeting (frequently referred to as MCM or ACM panels – metal or aluminium composite material panels) have been extensively used in recent years in both the refurbishment of existing buildings and in the construction of new buildings.

Some panel cladding systems have been shown to increase fire and health risks due to the combustibility of the panels, the cyanide and other toxins which are carried in the thick black smoke when the panels burn, and by aiding the spread of fire due to the chimney effect caused by the gap between the panels and the main structure. These hazards also make fire-fighting more dangerous, increasing risk to life and damage to buildings. Consequently, insurance companies may decline to insure unless modifications are made and/or increase insurance premiums, all of which could impact on the value of the building.

Unfortunately, the type of insulant and fire checking of the panel system cannot be identified from a visual inspection. Thus, where the existence of such panels has been reported, it is crucial that you and your legal advisers should make further enquiries to satisfy yourself as to the type and suitability of the panel system as this is outside the scope of this Report. The Fire Safety Act (2021) also requires Freeholders (Responsible Person) to commission an FRAEW on all multi-storey/multi-occupied buildings. Prior to introduction of the Act, an EWS1 certificate might exist following a specialist assessment of the wall system but moving forward it is expected that the FRAEW will supersede EWS1 forms.

For residential buildings with any form of external wall system it is essential that the Fire Safety Certificate, from an assessor registered with a Fire Risk Assessment Competency Council approved body, includes confirmation of the satisfactory nature of the panel system as installed, which requires successful completion of a BS8414 test resulting in BR135 classification.

The Company and the Surveyor will assume that an acceptable certificate exists when completing the Report and providing, if requested, a Valuation and it is incumbent upon you to ensure that this is the case. Neither the Company or the Surveyor will be under any obligation to ascertain whether any acceptable certificate exists.

Accordingly, the Report and any requested Valuation is subject to the assumption that an acceptable and valid certificate exists. Further, you accept that if that is not in fact the case it is unlikely that the property will be considered to provide acceptable security for any lending purposes.

Where we have relied on an EWS1 form (or FRAEW), we accept no liability towards yourself or any lender, or any person deriving title to the mortgage, for any losses or potential losses arising directly and solely from our valuation being provided in reliance upon the EWS1 (or FRAEW form).

Asbestos and other hazardous materials:

The construction of property, especially during the 20th Century and particularly the finishes used, may have contained hazardous materials; these are impossible to detect without specific tests and these are beyond the scope of the Service. There is a strong possibility that property built or modernised during this period may contain asbestos in one or more of its components or fittings. The use of asbestos has been extremely diverse, from acting as an insulant in boilers to being added to decorative finishes to improve the binding. It is frequently unexposed and as it was used as an

additive to products such as cement-based guttering and insulation and roofing sheeting, its presence can only be confirmed by testing.

It is beyond the scope of the Service to test for asbestos. Should there be any particular concerns about these matters a specialist should be engaged to undertake appropriate tests. Asbestos becomes a particular health hazard when its fibres are released into the air. Therefore it should not be disturbed, sanded ready for decorating, drilled, cut etc and should only be removed by experts. It is beyond the scope of the Service to test for asbestos. Should there be any particular concerns about these matters a specialist should be engaged to undertake appropriate tests. Asbestos becomes a particular health hazard when its fibres are released into the air. Therefore it should not be disturbed, sanded ready for decorating, drilled, cut etc and should only be removed by experts.

The Surveyor does not carry out an asbestos inspection and does not act as an asbestos inspector when inspecting properties that may fall within the Control of Asbestos Regulations 2012. With flats or properties designated as House of Multiple Occupation, the Surveyor assumes that there is a 'dutyholder' (as defined in the regulations), and that in place are an asbestos register and an effective management plan which does not present a significant risk to health or need any immediate payment. The Surveyor does not consult the dutyholder.

Accordingly, the Report and any requested Valuation is subject to the assumption that the property is not effected by asbestos containing materials or, if that such is a possibility, that any such materials do not present any risk to health and all necessary statutory requirements have been fully complied with.

Contamination

It is assumed that the ground conditions are not affected by the existence of noxious substances, landfill or mineral extraction, or other forms of contamination; no high alumina cement concrete or calcium chloride additive or other potentially deleterious material was used in the construction of the Property or has since been incorporated; and that the Property is not susceptible to radon gas pollution. If you or your legal advisers have any concerns relative to these matters you are recommended to undertake further investigations.

For the avoidance of doubt, neither the Company nor the Surveyor is under any obligation to verify any assumptions made, whether as set out above or specifically referenced as additional assumptions within the Report, and no responsibility is accepted for any matters effecting the property relative to these assumptions should any be subsequently found to have been unjustified.

Boundaries, grounds and outbuildings relating to normal domestic gardens:

As noted above in the Allied Standard Survey details, the Inspection includes only the immediate gardens that belong to the Property and excludes pasture, paddock or amenity land and any fixtures or structures erected thereon.

The Company does not accept any responsibility for these areas and you are recommended to seek separate advice in respect of any such additional land to ascertain (among other things) the extent and condition of boundaries, the presence of any invasive species, the quality of the land, possible contamination, flood risk or any other liabilities in respect of river bank maintenance, culverts and ditches and/or any other specific concerns.

4. LIMITATION OF LIABILITY

The Company shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract;

The Client hereby accepts that any claim for losses arising in connection with any matter under the Allied Standard Survey details or the Standard Terms of Engagement must be brought against the Company, irrespective of whether such claim is made in respect of alleged breach of contract, or breach of duty of care, or in respect of any alleged tortious act or omission.

Furthermore, the Company will cease to carry any liabilities for any alleged loss unless the Client has notified the Company in writing within six years of the date of the Report.

None of the Company's employees, partners, affiliates or consultants individually has a contract with the Client or owes the Client or the prospective purchaser or any other party a duty of care or personal responsibility. The Client therefore agrees not to bring any claim against any such individuals personally in connection with the Service provided. Whilst the Company's employees are protected by this clause under the Contracts (Rights of Third Parties) Act 1999, it is agreed between the Client and the Company that these Terms and Conditions (including this clause) may be varied by mutual consent at any time, without the need for the Company to seek leave or permission from its employees. To the extent that any part of this notification is a restriction of liability within the meaning of Section 1 of the Unfair Contract Terms Act 1977, it does not apply to death or personal injury resulting from negligence.

For the avoidance of doubt, where a surveyor refers to themselves in the first person within any advice provided, this is strictly within the context of their role as employee of the company and any liability rests solely with the company and not that individual personally.

The Company's entire financial liability (including that of its employees etc, as set out above) is hereby limited to the Valuation for the Property contained in the Report, if requested, or £500,000 (Five hundred thousand Pounds), whichever is the lower and in as far as such limitation is lawful. These Standard Terms of Engagement do not include any warranties, conditions and other terms except as stated herein and as required by law.

If a Valuation has been requested, this will be provided after diligent consideration and research but property values are subject to fluctuation and the valuation process is inexact and thus the Surveyor's opinion is subject to a degree of tolerance depending on the property and the availability of comparable evidence. Valuations are provided to assist the Client in making a prudent decision: they are not provided as some form of guarantee of value.

Where loss is suffered by the Client for which the Company and a third party or any other party are jointly responsible, any recoverable loss by the Client from the Company will be proportionate to the Company's relative contribution to the loss suffered and subject to the provisions of clause 4(e).

Where the Client is composed of more than one entity, then the Client's liability will be joint and several with such other entity or entities.

The Client acknowledges that the Company shall have no liability for any inaccuracies in the Service where this arises of out any information which is provided by the Client, their legal or other professional advisers, or any third party acting on the Client's instructions, which is itself inaccurate.

The terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

This Clause 4 shall survive termination of the Contract.

The Client's failure to follow the requirements set out in these Standard Terms of Engagement will invalidate the Service.

Nothing in these conditions shall limit or exclude the Company's liability for:

- i. Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- ii. Fraud or fraudulent misrepresentation; or
- iii. Breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982 (Title and Quiet Possession).

5. GENERAL TERMS

In the event of one of the Standard Terms and Conditions herein being held to be unenforceable, the remainder of the contract is not affected.

The Client shall pay the Company in respect of the said professional advice a fee to be agreed between the Client and the Company. Money paid in advance will be held in the Company's Clients' Account: Allied Surveyors Ltd – Client Account, HSBC Bank, 62 George White Street, Bristol. BS1 3BA. This account is non-interest bearing. In addition, the Client will reimburse the Company the cost of all reasonable out-of-pocket expenses which may be incurred and pay the amount of any Value Added Tax on the fee and expenses.

If the Client has agreed to accept reimbursement of the fee paid, or the Company's fee account has not been settled within three months of the date of the invoice, then it is agreed that the Client has placed no reliance on the report and thus the Client or any permitted assignees will not be entitled to pursue any action for alleged negligence, breach of contract or breach of duty. This does not limit the Company's entitlement to the agreed fee.

If the Client has any dissatisfaction with the Service, the Company has a complaints procedure in accordance with the requirements of the RICS. A copy of this will be provided on request.

The Company is regulated by the RICS and it is advised that the RICS may, as part of its Regulatory function, check the report for compliance with the current version of the RICS Red Book.

Failure to follow the requirements set down by these conditions will invalidate the Report and, if requested, the Valuation.

This contract for the provision of this Service is subject to English law. Any dispute in relation to this contract, or any aspect of the Valuation, shall be subject to the exclusive jurisdiction of the Courts of England and Wales, and shall be determined by the application of English law, regardless of who initiates proceedings in relation to the valuation.

Data Protection: the Company takes its responsibility under the General Data Protection Regulation very seriously. Our [Privacy Policy](#) details how we collect, use, maintain and disclose personal data.

Intellectual Property: All intellectual property rights arising out of the Service ('Deliverables') shall be owned by the Firm excluding the Customer Information. The Company grants the Client, or shall procure the direct grant to the Client of, a fully paid-up, worldwide, non-exclusive, royalty-free licence for the duration of the Service to use the Deliverables for the purpose of receiving and using the Service and the Deliverables in its business.