

# **TERMS and CONDITIONS & DISCLAIMERS and LIMITATIONS OF LIABILITY**

## **We are a service-oriented firm.**

Please advise us of your specific needs and we will do everything possible to meet them. If you have a concern, please tell us immediately so we can deal with it promptly. We will do everything we can to assist you in resolving it.

## **FEES**

The fees listed are the normal ones charged and do not include disbursements or GST. Where extra work is required, our fees will reflect the additional work. West Coast Title Search Ltd. ("West Coast") reserves the right to change our fees, service charges and disbursement policies without notice. All government fees are subject to change without notice. All invoices should read **E & OE - Errors and Omissions Excepted**.

## **CREDIT POLICY**

All disbursements are made on the condition that we will be reimbursed promptly. All disbursements over \$500.00 per invoice, are made on the understanding that they are covered by funds held in trust, and that in all instances, remittance will follow immediately. These disbursements are considered overdue if not received the next business day. All disbursements are conditional upon accounts being in good standing and complying with West Coast account and credit requirements.

As most accounts involve disbursements, accounts are due upon presentation of our statement and are overdue if not paid in 30 days. Overdue accounts are subject to a service charge of 2% per month (26.83% per annum) from the date of the invoice. A Service Charge of **\$35.00** will be applied to all NSF cheques.

## **LEGAL ADVICE DISCLAIMER**

West Coast does not provide legal advice. All information given by West Coast should not be acted upon without reference to the relevant statutes, regulations, case law, administrative guidelines and other primary sources. This includes any information given concerning our understanding of the law or about registry practice (or the practices of legal offices).

## **DATABASE AND LEGAL DESCRIPTION DISCLAIMER**

West Coast cannot guarantee the accuracy of government, British Columbia Assessment Authority or other third-party databases. West Coast will not be responsible for any loss, damage or injury arising from the inaccuracy/deficiencies/limitations of government and third-party databases which we use for our reports, searches and other activities.

British Columbia Assessment Authority does not guarantee the accuracy of its information. While West Coast can provide a fast convenient and inexpensive method of obtaining legal descriptions, care must be taken in relying on them. The only legal sufficient to prepare legal documents is the legal found on the Online Title Search Print.

## **THIRD PARTY DISCLAIMER AND OTHER DISCLAIMERS**

West Coast cannot guarantee the performance of agents and sub-agents including contractors, process servers and couriers who are not directly employed by West Coast and we will not be responsible for any loss, damage or injury arising from their actions or omissions. Where West Coast utilizes couriers, carriers or public transit, we cannot guarantee their performance or timeliness and disclaim responsibility for any loss, damage or injury arising from their actions, including loss of documents and late delivery. The same applies to damage caused by delay due to traffic accidents, heavy traffic or weather conditions.

In no event shall West Coast be liable for any damages whatsoever, whether direct or indirect, punitive, special, incidental, or consequential damages (including, without limitation, for any loss of business, revenue, profits, goodwill, data, documents, property, materials or equipment, or other economic advantage or intangible loss), arising out of or in connection with (1) failures of third parties including, but not limited to; subcontractors, couriers, transportation services, and other service providers (including telecommunications, hosting, and power providers); (2) problems inherent in the use of the internet and electronic communications; (3) natural disasters or other destruction or damage of West Coast's facilities, acts of nature, war, civil disturbance, or any other cause beyond West Coast's reasonable control; or (4) statements, products, proceedings or conduct of any third party. Without in any way limiting the generality of the foregoing, West Coast is not liable for the acts or omissions of any third party acting on instructions from West Coast.

## **INSURANCE**

We carry \$5,000,000 Errors and Omissions Insurance. We are proud to report that we have never had a claim against our insurance since our founding in 1969. A copy of our insurance binder is available on request.

Terms & Conditions and Disclaimers and Limitations of Liability are subject to change without notice. For the most current policies and more details, please visit our website at [www.wcts.com](http://www.wcts.com).

**Please complete the following:**

Firm/Company Name \_\_\_\_\_ Type of Business \_\_\_\_\_

Address \_\_\_\_\_ Billing Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

Form of Business:     Sole Proprietorship     Partnership     Corporation

Principals:

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Which services do you normally expect to use?

Land     Court     Process Serving     Victoria     All     Other \_\_\_\_\_

Are you an existing client of another agent?     No     Yes \_\_\_\_\_

Reason for changing agents, if you will share \_\_\_\_\_

How did you hear of West Coast Title Search Ltd.? \_\_\_\_\_

I hereby authorize **West Coast Title Search Ltd.** to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of a credit account or any other direct business requirement. This consent is given pursuant to Chapter 2, Section 107, of the Business Practices and Consumer Protection Act, S.B.C. 2004.

*The credit requirements, Terms and Conditions & Disclaimers and Limitations of Liability on page 1 of this application are acceptable and agreed to by the applicant.*

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please return by fax to 604-525-2593 or email to info@wcts.com

**THANK YOU very much for choosing West Coast!**