

# COMMERCIALDW Plus

## Terms and Conditions

The Customer, the Client and the Purchaser are asked to note these terms which govern the basis on which this drainage and water report is supplied.

### Definitions

“Company” means Anglian Water Services Limited trading as GEODESYS who produce the Report; its registered office being at Anglian House, Ambury Rd, Huntingdon, PE29 3NZ, and whose principle place of trading is at Osprey House, 1 Percy Road, Huntingdon, PE29 6SZ, company number 2366656.

‘Order’ means any request completed by the Customer requesting the Report.

‘Report’ means the drainage and water report prepared by the Company in respect of the Property/ies.

‘Product’ means the Report(s) requested in the Order, in respect of one or more Properties (subject to a maximum of three) which are adjacent to each other.

‘Property/ies’ means the address/es or location(s) supplied by the Customer in the Order.

‘Customer’ means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

‘Client’ means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property/ies.

‘Purchaser’ means the actual or potential purchaser of the Property/ies including their mortgage lender.

Where more than one Report is prepared hereunder the “Report” shall be construed in the plural where the context so requires.

### 1.0 Agreement

- 1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms.** The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client and/or the Purchaser then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.
- 1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Client and/or the Purchaser indicates their acceptance of these terms.**

### 2.0 The Report

Whilst the Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and the Purchaser on the basis that they acknowledge and agree to the following:

- 2.1 The information contained in the Report can change on a regular basis so the Company cannot be responsible to the Customer, the Client or the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.**
- 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection.** Further advice and information from appropriate experts and professionals should always be obtained.
- 2.3 The information contained in the Report is based upon the accuracy, completeness and legibility of the address and/or plans supplied by the Customer or Client or Purchaser.**
- 2.4 The Report provides information as to the location and connection status of existing services and other information in relation to drainage and water enquiries and should not be relied on for any other purpose.** The Report may contain opinions or general advice to the Customer, the Client and the Purchaser. The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and therefore accepts no liability.
- 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate and are furnished as a general guide only, and no warranty as to its correctness is given or implied.** The exact positions and depths of apparatus should be obtained by excavation trial holes.

### 3.0 Liability

- 3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure, defect or non-performance of its obligations arising from any failure of, or defect in any machine, processing system or transmission link or anything beyond the Company’s reasonable control or the acts or omissions of any third party.**
- 3.2 Where a Report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by each company will remain with the company providing the data in respect of the accuracy of the information supplied.** A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 Each Report is produced for use in relation to individual commercial property transactions where the property is used solely for carrying on a trade or business, the property is intended to be developed for commercial gain or the property is not a**

**single residential, domestic property.** The Company’s entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Product (whether for breach of contract, negligence or any other tort under statute or statutory duty or otherwise at all) shall be limited to £10 million for the Product irrespective of the number of Reports provided hereunder. In any event, the Company shall not have any liability in contract, negligence or any other tort or for breach of statutory duty or otherwise in respect of any loss of profit, loss of revenue, loss of opportunity, or anticipated savings or any indirect or consequential loss or damage that may be suffered by the Customer, Client or Purchaser howsoever arising. The plans attached to the Report are provided pursuant to the Company’s statutory duty to make such plans available for inspection (notwithstanding the provisions of this clause) and attention is drawn to the notice on the plan(s) attached to the Report which applies to the plan(s) and its contents.

- 3.4 Nothing in these terms shall exclude the Company’s liability for death or personal injury arising from its negligence.**

### 4.0 Copyright and Confidentiality

- 4.1 The Customer, the Client and the Purchaser each acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser.** The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided herein.
- 4.2 The Customer, the Client or the Purchaser is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.**
- 4.3 The Customer, the Client and the Purchaser each agree (in respect of both the original and any copies made) to respect and not to alter any part of the Report including but not limited to the trademark, copyright notice or other proprietary marking which appears on the Report.**
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.**
- 4.5 The Customer, the Client and the Purchaser each agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by them of the terms of paragraphs 4.1 to 4.4 inclusive.**

### 5.0 Payment

- 5.1 Unless otherwise stated all prices are inclusive of VAT.** The Customer shall pay the price of the Report specified by the Company, without any set off, deduction or counterclaim.
- 5.2 Payment must be received in advance unless an account has been set up with the Company.** In these cases, payment terms will be as agreed with the Company, but in any event any invoice must be paid within 30 days.
- 5.3 The Company reserves the right to increase fees on reasonable prior written notice at any time.**

### 6.0 Data Protection

- 6.1 The Company will process any personal data you provide to it in accordance with the Data Protection Act 1998.** Any personal information you provide to the Company may be used for the purposes for which the information is provided and to assist with our debt recovery processes. The Company may also disclose it to other companies in the Anglian Water Group (being Anglian Water Group Limited and its subsidiary companies) and their sub-contractors in connection with those purposes, but it will not be processed for other purposes or disclosed to other third parties without your express permission. The Company may also utilise any information it collects so that it is able to correctly administer, develop and improve the business and services it provides to customers.

### 7.0 General

- 7.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable.** No other provision of these terms shall be affected.
- 7.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.**
- 7.3 Nothing in these terms and conditions shall in any way restrict the Customer’s, the Client’s or the Purchaser’s statutory or any other rights of access to the information contained in the Report.**
- 7.4 These terms and conditions may be enforced by the Customer, the Client and the Purchaser but no other third party.**
- 7.5 Before you agree to these Terms and Conditions, please note it is your responsibility to ensure your client/customer is aware of them and that any objections are raised accordingly.**



**GEODESYS**  
LAND & PROPERTY INFORMATION

For more information, please contact us on:

**01480 323889**  
**www.geodesys.com**

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