

# Geodesys Terms for CommercialDW

## 1) Introduction

- a) These Terms (together with our General Terms) set out the terms which will apply in respect of any Orders you place with us for any of our commercial drainage and water enquiry products being (i) a CommercialDW Report, (ii) a CommercialDW Premium Report, (iii) a CommercialDW Plus Report and / or (iv) a CommercialDW Plus Premium Report.
- b) In addition to any defined terms in the General Terms (which shall apply to these Terms), the following words shall have the following meanings:
  - i) "Commercial Property" means the address or location provided by you when you place an Order in respect of which you request a Report which is either (a) a commercial property used solely for carrying on a trade or business or is intended for commercial use or (b) a property or site which is intended to be developed;
  - ii) "Large Commercial Property" means a Commercial Property which either (a) covers more than 2 hectares, and / or (b) has more than one drainage and water connection on the site;
  - iii) "Small Commercial Property" means a Commercial Property which is either (a) less than 2 hectares and / or (b) only has one drainage and water connection;
  - iv) The term "Report" for the purposes of these Terms, shall mean the commercial drainage and water report prepared by us in relation to the Commercial Property being one of the following which you select at the time you place your Order:
    - (1) A CommercialDW Report;
    - (2) A CommercialDW Premium Report;
    - (3) A CommercialDW Plus Report; and or
    - (4) A CommercialDW Plus Premium Report.
- c) The CommercialDW Report and the CommercialDW Premium Report should be used for Small Commercial Properties.
- d) The CommercialDW Plus Report and the CommercialDW Plus Premium Report should be used for Large Commercial Properties.
- e) Further details of the characteristics of the Geodesys Reports are set out on the Website. It is your responsibility to select the Report that is most suitable for your needs.

## 2) Scope of the Report

- a) We will prepare the Report using the Commercial Property details you provide at the time you place your Order. The Report you receive will rely on the accuracy, completeness and legibility of the address and/or plans that you supply with your Order.
- b) The Report is produced only for use in relation to a Commercial Property which require the provision of drainage and water information. Where you require a report for a residential property, you can order a different report from us, and different terms shall apply.
- c) The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice. We cannot ensure that any such opinion or general advice is accurate, complete, valid or fit for your particular purpose, and neither you nor your Client should rely solely on this advice.
- d) As you may expect, the information contained in the Report can change on a regular basis so we cannot be responsible to you or your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).
- e) The Report does not give details about the actual state or condition of the Commercial Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Commercial 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 by the Client.
- f) The position and depth of apparatus shown on any Maps attached to the Report are approximate and are provided as a general guide only. Where you or your Client intend to carry out any excavation or other works at the Commercial Property, the exact positions and depths of any apparatus should be obtained by excavation trial holes and the Maps must not be relied on in the event of excavation or other works made in the vicinity of our apparatus. We do not give any warranty as to the accuracy or completeness of such information.

## 3) Additional Provisions relating to our Liability to you for the CommercialDW Report and the CommercialDW Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the CommercialDW Report or the CommercialDW Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £2,000,000.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide a Report for a Commercial Property which receives either water or drainage services from us, and another company ("other service provider") provides the other service, then our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the supply of the information from the other service provider is limited to such sums as we are entitled to and able to recover from the other service provider.

## 4) Additional Provisions relating to our Liability to you for the CommercialDW Plus Report and the CommercialDW Plus Premium Report

- a) Our total liability whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or any other cause of action arising under or in connection with the CommercialDW Plus Report or the CommercialDW Plus Premium Report shall be limited in accordance with the General Terms and limited to a maximum aggregate financial limit of £10,000,000. Where you require multiple reports because of the multiple supply points at the property or because the property / land is so large, then this limit of liability will apply only once in respect of the multiple Reports you may receive.
- b) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding the provisions of the Terms, your attention is drawn to the notice on the Map(s) attached to the Report which applies to the Map and its contents.
- c) Where we provide Report for a Commercial Property which receives either water or drainage services from us, and another company provides the other service, then we will not have any liability for information provided by that other company in respect of the water or drainage services they provide in respect of the Commercial Property. Any such information will be provided by us as an agent for the company from which the information was obtained.

## 5) General

- a) These Terms (and any documents referred to herein) are the only terms and conditions that shall apply to any order in respect of the Report and shall constitute the entire agreement between you and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to such Report.
- b) Any dispute or claim arising out of or in connection to these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- c) If there is any conflict or inconsistency between the provisions of these Geodesys Terms and the General Terms, the provisions of these Geodesys Terms shall prevail.
- d) In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and the Terms, then the Terms shall prevail.
- e) Where you are acting in the normal course of your business, your Client is entitled to the benefit of these Terms. No other person who is not a party to these Terms has any right to enforce their terms.

## 6) Customer Complaints Procedure

- a) Geodesys offer a robust complaints procedure which can be found by visiting <http://www.geodesys.com/complaints-process/>
- b) If your complaint has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales, you may refer your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or email [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

Geodesys is a leading provider of conveyancing information in England and Wales.

**0800 085 8050**  
**[www.geodesys.com](http://www.geodesys.com)**



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