

Geodesys General Terms

1 Introduction

- 1.1 These terms and conditions ("General Terms") (together with the documents expressly referred to in it) set out the terms which will apply in respect of any Orders placed using our website www.geodesys.com (the "Website") in respect of our land and property information services.
- 1.2 If you register as a user of the Website and / or you place an Order, you agree to be bound by these General Terms.
- 1.3 These General Terms, the Geodesys Terms and or the Third Party Terms may need to be amended from time to time. These General Terms have a publication date which will be updated when any changes are made to these General Terms. Every time you wish to place an Order, please check these General Terms, the Geodesys Terms and or the Third Party Terms (as applicable to your Order) to ensure you understand the terms which apply at that time, as they may have changed since any earlier order you may have placed.
- 1.4 If you do not accept these General Terms, the Geodesys Terms and or the Third Party Terms (where applicable), you must not place any Orders with us.
- 1.5 It is also your responsibility to ensure that prior to placing an Order on behalf of a Client, that you make your Client aware of the Terms, and that they accept them.

2 Interpretation and definitions

- 2.1 In these General Terms, the following words and expressions have the following meanings:
 - a "Client" means the person, company or body (including where required, their mortgage lender) for whom you have agreed to supply one or more Reports in the normal course of your business;
 - b "Geodesys Report" means the report(s) produced by us in response to your Order;
 - c "Geodesys Terms" means the additional terms and conditions which are imposed by us in respect of any Geodesys Report;
 - d "Map" means any Ordnance Survey map (and any data contained therein) provided as part of the Services.
 - e "Order" means any request for a Report made by you to us.
 - f "Report" means a Geodesys Report and/or a Third Party Provider Report.
 - g "Terms" means these General Terms, together with the Geodesys Terms and the Third Party Terms;
 - h "Third Party Provider" means any third party provider which provides a Third Party Report;
 - i "Third Party Report" means a report produced by a Third Party Provider in response to your Order;
 - j "Third Party Terms" means additional terms and conditions which are imposed by a Third Party Provider in respect of a Third Party Report;
 - k "You" and "your" means the person, firm or company requesting the provision of property-related and company search information and reports from us;
 - l "We," "Our" and "Us" means Anglian Water Services Limited trading as Geodesys, being a company registered in England and Wales with company number 2366656, and whose registered office address is at Lancaster House, Lancaster Way, Huntingdon, Cambs PE29 6XU, and whose principal place of trading is at Osprey House, 1 Percy Road, Huntingdon, Cambs PE29 6SZ.

3 Placing Orders and our Agreement

- 3.1 Your Order constitutes an offer by you to purchase Report(s) from us.
- 3.2 Where you place an Order on our Website, you will receive an e-mail from us acknowledging that we have received your Order but this does not mean we have accepted your Order.
- 3.3 We may choose not to accept your Order, but on the rare occasion that this may occur, we will notify you within 48 hours. If you have not heard from us within this time period, the contract between us for your Order will have been entered into at the time you placed the Order.
- 3.4 Where we supply a Report to you, it will be upon these General Terms, together with (a) the Geodesys Terms and/or (b) the Third Party Terms as applicable to the Report(s) you have ordered.

4 Cancellation rights

As a consumer

- 4.1 Where you are an individual consumer (and not trading as a business), you have specific legal rights relating to cancellation of any Order you may place. You may cancel your Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period")
- 4.2 To exercise the right to cancel, you must tell us of your decision to cancel this contract by a clear statement.

- 4.3 Where you are ordering a Report as a consumer, due to your cancellation rights, we will not process your order or provide the Report to you before the end of the Cancellation Period unless you provide your express consent and you acknowledge that you will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2014.
- 4.4 In addition to these rights, where we are able to, we will cancel any order in accordance with our cancellation policy, which can be found on our Website.

As a Business

- 4.5 The Cancellation Period does not apply to your order if you are placing the order in a business capacity.
- 4.6 If you cancel your Order other than in accordance with this clause you may be liable for fees incurred from Third Party Providers or Geodesys where we or our Third Party Provider(s) have already started processing your Order. To see our cancellation policy visit www.geodesys.com/cancellation-policy/ for further details

5 Geodesys Terms

- 5.1 Where you place an Order for a Geodesys Report, it will be subject to the Geodesys Product Terms and you agree to be bound by those Geodesys Product Terms. The Geodesys Product Terms are available at www.geodesys.com/terms-and-conditions.
- 5.2 The Geodesys Product Terms may be amended from time to time. Please check the Geodesys Product Terms each time you place an Order for a Geodesys Report.

6 Third Party Provider Terms

- 6.1 Where you place an Order for a Third Party Report, it will be subject to the Third Party Terms imposed by the Third Party Provider and you agree to be bound by those Third Party Terms. The Third Party Terms are available at www.geodesys.com/terms-and-conditions
- 6.2 Upon receipt of your Order, we will submit that Order to the Third Party Provider.
- 6.3 Such Third Party Terms may be amended from time to time. Please check the Third Party Terms each time you place an Order for a Third Party Report.
- 6.4 If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the Third Party Terms, the provisions of the Third Party Terms shall prevail in relation to the supply of the Third Party Report.

7 The Report

- 7.1 We will send the Report to the email address you have provided in your Order, unless an alternative delivery method has been specified.
- 7.2 You agree only to use the Report for the purpose for which it is supplied in accordance with these Terms.
- 7.3 Where we accept your Order:
 - a we will provide the Services with reasonable skill and care; and
 - b your Order will be fulfilled within a reasonable period; and
 - c we will comply with the terms of the Council of Property Search Organisation's Search Code.
- 7.4 In providing the Report, we will comply with all laws and regulations which apply to the provision of the Report including ensuring that we have all the necessary licences and permissions, including intellectual property rights to provide the Report.
- 7.5 It is your responsibility to ensure that your Order, and the Report meet your requirements and (if applicable) the requirements of your Client.
- 7.6 To the fullest extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms implied by statute, common law or the law of equity.

8 Disclaimers with regard to the Reports

- 8.1 We are not responsible for checking, examining or evaluating the content of the Third Party Reports and we do not carry out such checks, examinations or evaluations.
- 8.2 To the fullest extent permitted by law, we do not accept liability for errors, omissions and/or inconsistencies in:
 - a the content of the Geodesys Reports unless due directly to our negligent acts or omissions; and or
 - b the content of any Third Party Reports.
- 8.3 You acknowledge that the Reports may contain disclaimers and cautions in respect of the accuracy and completeness of the information provided in the Reports or the extent to which it can be relied on.
- 8.4 We do not warrant that the Reports will be fit for any particular purpose or that the Report and/or any other information provided by a Third Party Provider is complete, accurate or of satisfactory quality.

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9 Prices and Payment

- 9.1 The price of the Reports are set out on our Website and unless otherwise stated, are inclusive of VAT. Our prices may change from time to time and the Website will be updated to reflect any changes. You will pay the price of the Report as stated at the time you place your Order.
- 9.2 You will be required to make payment at the time you place your Order unless you have set up an account with us, in which case, you will pay us within 30 days of the date of your invoice. If you are paying by cheque for an order placed on the Geodesys website, please note that we will honour the price quoted at the time of order for 10 working days. If your payment is not received within this period, the order will be placed back into your saved orders.
- 9.3 In some cases, our charges may be subject to amendment to take account of property specific factors including, for example, plot size and multiple occupancy which may affect the charges for the Reports. Where this applies, we will notify you before proceeding with your Order and ask you to confirm whether or not you wish us to continue with the Order at the amended price. You may cancel your Order at this point if you do not wish to proceed.

10 Intellectual Property Rights

- 10.1 The Report you receive is confidential and is intended for (a) your own internal purposes and (b) the personal use of your Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.
- 10.2 We grant you a non-exclusive and non-transferable licence:
- to make copies of the Reports (except the Map) for your own internal purposes;
 - to incorporate the Reports (other than the Map) into any written advice you provide in the normal course of your business; and
 - to disclose the Reports in the normal course of your business to:
 - your Client; and or
 - anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and their professional advisers.
- 10.3 You must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.
- 10.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by us or licensed to us by the Third Party Providers and/or our licensors.
- 10.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither you nor anyone you provide the Report to may reproduce the Maps without paying for a separate licence from Ordnance Survey.
- 10.6 No intellectual or other property rights are transferred or licensed to you or your Client or any other person expect to the extent set out in these terms.
- 10.7 You agree to indemnify us against any losses, costs, claims of damages which we may incur as a result of any breach of the terms of this paragraph 10 (and any other intellectual property rights or obligations set out in any of the other Terms) by you, your Client or any party to whom you provide a copy of the Report.

11 The Website

- 11.1 Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw and/or amend and/or suspend the Website and or any services we provide on the Website at any time without notice (see below).
- 11.2 Your access and or use of the Website is subject to the Website terms of use which can be found on the website or here. In the event of a conflict between the Website terms of use and these General Terms, these General Terms will prevail.

12 Liability

- 12.1 This paragraph sets out the exclusions to and limitations on our liability to you and (if applicable) to your Client.
- 12.2 We will not be liable to you (and /or your Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:
- if we do not accept or process your Order,
 - for any failure of the Website, any defect in the Website or any loss or damage arising in connection with your use of the Website or inability to access the Website; or
 - for any inaccuracies, mistakes or omissions in the Reports unless the liability arises as a direct consequence of our negligence.
- 12.3 We will not be liable to you or your Client (where applicable) for any indirect, special and/or consequential loss or damage; or for loss of actual or anticipated profits (whether caused by negligence or otherwise), or for loss of income or revenue, loss of business, loss of opportunity, loss or damage to reputation or goodwill which arises out of or in connection with the Reports and/or these General Terms.

- 12.4 Unless otherwise expressly stated in the Geodesys Product Terms, our total liability, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with the Geodesys Reports and/or these General Terms (excluding the supply of the Third Party Reports), is limited to the greater of:
- five hundred thousand pounds (£500,000); and
 - any other higher limit on our liability which is set out in the relevant Geodesys Product Terms.
- 12.5 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 Third Party Provider Reports is limited to
- the extent that we are entitled to a remedy against the Third Party Providers and
 - such sums as we are able to recover from the Third Party Provider notwithstanding any higher cap on liability contained in the Third Party Terms and/or the Third Party Reports.
- 12.6 Notwithstanding the above, nothing affects any party's liability for (a) death or personal injury arising from it's negligence, (b) liability for fraud or fraudulent misrepresentation and / or (c) any other liability which cannot be excluded or limited under applicable law.

13 Circumstances beyond our Control

- 13.1 Neither you nor we will be in breach of contract to the extent that you or we are unable to perform our respective obligations because of something beyond our reasonable control or due to the acts or omissions of any third party.

14 Termination

- 14.1 If you breach the Terms, we may take such action as we deem appropriate which may include all or any of the following actions:
- closing your account;
 - suspending and/or terminating of the provision of any Reports;
 - immediate, temporary or permanent withdrawal of your right to use the Website;
 - immediate, temporary or permanent termination of your registration on the Website;
 - taking legal proceedings against you;
 - disclosing information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 14.2 You shall be entitled to close your account and/or terminate your Order for a Report if we are in material breach of our obligations under these General Terms.

15 Data Protection

- 15.1 We will process information about you in accordance with our Privacy Policy.
- 15.2 You are responsible for procuring that your Clients consent to their names, addresses and other personal information being submitted to us where you place an Order on your Client's behalf and you agree that you will comply with the Data Protection Act 1998 at all times.
- 15.3 You acknowledge that some or all of the information needed to answer your Order may come from Third Party Provider(s). Where this is the case, we will pass on your Order (and where necessary personal data) to the relevant Third Party Provider(s).

16 Entire Contract

- 16.1 These General Terms (and any documents referred to herein) are the only terms and conditions that shall apply to any Order and constitute the entire agreement between you and us and supersede, replace and extinguish any previous arrangement, understanding or agreement between us relating to such Order.

17 Applicable Law and Jurisdiction

- 17.1 Any dispute or claim arising out of or in connection with any Order, these General 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.
- 17.2 Where you are acting in the normal course of your business, your Clients are entitled to the benefit of these General Terms. No other person who is not a party to these General Terms has any right to enforce their terms.

18 Customer Complaints Procedure

- 18.1 Geodesys offer a robust complaints procedure which can be found by visiting <http://www.geodesys.com/complaints-process/>.
- 18.2 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 or email admin@tpos.co.uk

