

# Geodesys Terms for CON29DW

## Residential Drainage and Water Enquiry (including Premium report)

### 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 a residential drainage and water enquiry being (i) a CON29DW Report and / or (ii) a CON29DW 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) "Residential Property" means the address/es or location(s) of a residential property provided by you when you place an Order in respect of which you request a Report.
  - ii) The term "Report" for the purposes of these Terms, shall mean the report known as the "CON29DW" prepared by us providing drainage and water information in relation to an individual domestic property
- c) We provide a number of other products for commercial property or development land. 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 Residential 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 you supply with your Order.
- b) The Report is produced only for use in relation to Residential Property which require the provision of drainage and water information and cannot be used for non-residential properties, development of land or any property used solely for carrying on a trade or business. Where you require a report for a non residential property, or for the development of land, 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 Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Residential Property for any particular purpose, or be 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) In providing you with this Report, we will comply with the Search Code.
- g) 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 Residential 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.

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

- a) The Maps attached to the Report are provided pursuant to our statutory duty to make such Maps available for inspection. Notwithstanding any other provisions of the Terms, your attention is drawn to the notices on the Map(s) attached to the Report which applies to the Map and its contents.
- b) Where we provide a Report for a Residential Property which receives either water or drainage services from us, and another company 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 Intellectual Property Right Provisions

- a) The enquiries in the Report are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

### 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 a CON29DW residential 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 with 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.