
Terms and Conditions

Customer and Clients are subject to the following terms and conditions, which govern the basis on which this electrical distribution network plan report is supplied. The provision of any services by the Company is conditional upon Customer and Clients being subject to and bound by these terms and conditions.

1 Definitions

1.1 In this Agreement, the following terms shall have the following meanings:

'Report' means the electrical distribution network plan report with respect to the Property delivered by the Company without amendment, which in turn is provided and furnished by Central Networks Limited, a third party source.

'Company' means Severn Trent Retail and Utility Services Ltd., the company delivering the Report.

'Order' means any request by the Customer for a Report.

'Property' means the address or location 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.

2 Agreement

2.1 The Company agrees to deliver the Report to the Customer and the Client in a reasonable amount of time subject to these terms and conditions. The scope and limitations of the Report are described in paragraph 3 ('The Report') of these terms and conditions, and the extent of the Company's liability is set out in paragraph 4 ('Liability'). Where the Customer is acting as an agent for a Client then the Customer shall bring these terms to the attention of the Client and the Customer represents and warrants to the Company that the Customer has done so or shall do so before providing the Report to any Client.

2.2 The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

3 The Report

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

3.1.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer and the Client for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.

3.1.2 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.

3.1.3 The Report supplied is based upon the accuracy of the address supplied by the Customer or Client. The Customer and Client represent and warrant to the Company that the information supplied in the Order is true, accurate and complete. The entering of an incorrect address will not remove or limit the Customer's or Client's obligation to pay charges in respect of the search request.

3.1.4 The Report is based on information, data and other materials provided by Central Networks Limited; is intended to provide information as to the approximate location, position and/or connection of existing services; and are furnished as a general guide only. The Company does not warrant, nor should it be implied, that any information the Company delivers, or is provided by Central Networks Limited, will be accurate or complete. The exact locations, positions and depths of cables and apparatus should be ascertained by experts and the Report must not be relied on for any purpose, including but not limited to, for excavation or other work in the vicinity of Central Networks Limited's cables and apparatus. The Report may contain opinions or general advice to the Customer and Client, and the Company cannot ensure that any such opinion or general advice is accurate, complete or valid. The Company accepts no liability for the Report, save for what is stated in paragraph 4.5 below.

4 Liability

4.1 The Company does not exclude or restrict its civil liability for personal injury or death caused by negligence or any other liability the exclusion or restriction of which is expressly prohibited by law.

4.2 The Customer and Client acknowledge and accept that the Company only delivers the Report on the express condition that the Company will not be responsible for nor shall it have any liability to the Customer, Client or any other third party directly or indirectly whether in contract, tort or otherwise for:

4.2.1 inaccuracies or errors in or omissions in the Report provided by Central Networks Limited;

4.2.2 inaccuracies or errors in or omissions from any register or other information upon which the Report is based, including but not limited to, sources maintained or used by Central Networks Limited;

4.2.3 any act or omission by Central Networks Limited.

4.3 Without prejudice to Clause 3.2 and subject to the foregoing provisions, the Company shall not be liable for any loss or damage sustained by the Customer, Client or any other third party directly or indirectly whether in contract, tort or otherwise for making use of or relying on the Report including but not limited to any loss or damage resulting as a consequence of:

4.3.1 any failure by the Customer or Client to have in place all necessary means of receiving the Report, the maintenance of Internet access, appropriate e-mail facilities and security measures;

4.3.2 inaccuracies or errors in or omissions from any Report; or

4.3.3 any Report which is inaccurate, incomplete, illegible, out of sequence or in the wrong form or in respect of the wrong property or arising from late arrival or non-arrival thereof, unless and then only to the extent the loss and damage sustained shall be a direct consequence of the negligent act or omission of the Company.

4.4 Without prejudice and subject to the foregoing provisions, the liability of the Company for all claims by Customer and any third parties whether in contract, tort or otherwise for any breach of the obligations of the Company or any default, act, omission, negligence or statement of the Company, its employees, servants, agents or sub-contractors in connection with or in relation to services provided by the Company shall not exceed the amount of £ 1,000,000 (one million pounds).

4.5 Subject to Clause 4.1, but notwithstanding anything else contained in these Terms and Conditions, the Company shall not be liable to the Customer or Client or any third party for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or howsoever.

4.6 The Customer and Client acknowledge and accept:

4.6.1 that electronic information sent via the Internet can be affected by errors in transmission, destructive programmes and or information Terms and Conditions V2/02/05 introduced maliciously by third parties such as viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Whilst the Company will use its reasonable endeavours to procure that such destructive programmes are restricted it is not liable for the presence of such programs in the Report except to the extent to which the presence of destructive programs is caused by the failure of the Company to use such reasonable endeavours; and

4.6.2 that the Company has no control over the Internet or documentation transmitted by e-mail or via the Internet. The services provided by the Company, including the supplying of the Report, do not include protection for or privacy of such information.

4.7 Subject to Clause 4.1, the Company shall not have any liability to any third party except in accordance with the Company's terms and conditions or except as otherwise expressly agreed in writing by the Company.

5 Copyright and Confidentiality

5.1 The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of the Company, the Company's licensors or Central Networks Limited. No intellectual or other property rights are transferred or licensed to the Customer or the Client except to the extent expressly provided.

5.2 The Customer or Client is entitled to make copies of the Report for their own personal use, save and except for any maps that make up part of the Report (for which no copying is permitted).

5.3 The Customer and Client agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

5.4 The Customer and Client agree that the maps that make up part of the Report are protected by Crown Copyright.

5.5 The Customer and the Client agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.

6 Payment

6.1 Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by the Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with the Company for payment for Reports, the Company must receive payments for Reports in full before the Report is produced. Where a customer orders an expedited search for 24 hour return, payment must be made in full to the Company within 48 hours of placing the Order. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

7 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 this notice shall in any way restrict the Customer or Client's statutory or any other rights of access to the information contained in the Report.

7.4 These Terms and Conditions constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of these Terms and Conditions.