

Groundwise Searches Limited
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QUOTE REQUEST FORM

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The terms and conditions on the reverse side of this page (the "Terms and Conditions") and this order constitute the agreement between Groundwise Searches Limited ("Groundwise") and the Client. By placing a request for a Utility Report Quote with us you acknowledge that you have read and accept our Terms and Conditions.

SECTION 1. We request a QUOTE on the following site: (please include as much postal address information as you can)

A detailed location plan of site must be included

The OS Grid Reference (if known) of the site is

SECTION 2

- Standard Utility Search** - Service Description: search contains available utility equipment and asset plans for the site and immediate area. Our quote will provide a detailed breakdown of our fee plus any fees by utilities for their charges to provide maps.

Turnaround of the Standard Utility Search is 15 working days from date of contract.

- Quick Turnaround Utility Search.** Additional Fee will apply. Service Description: we will send you the utility information received by us on the date you specify below. Please note unfortunately there is no guarantee the utility companies will provide information to meet this deadline. Any utility information not received and sent by this date will be forwarded to you on receipt.

Date your require information for Quick Turnaround.

Delivery of documents for Utility Searches will be as PDF accessible via a download link sent to your email address

- Paper Copy of Search** a print out of all utility searches sent via post fee from £20
- Desktop Mapping** Convert all Utility Plans in Search to CAD format. There is an additional fee for this service. Please ensure all roads/paths/land you may require details on are included within the boundary of your site plan.

SECTION 3 Additional Searches

Does the project require additional search information e.g. Environmental, Historical Mapping, Geological, Flood, UXO searches, others?

Please provide any requirements below and we will provide a fee:

SECTION 4 Your Information:

Your Name

Phone Number

Company

Email

Your Address

Your reference

if invoice address is different please let us know

Your Purchase Order

Post Code

Signature of client

Date

GROUNDWISE

Groundwise Searches Ltd Terms & Conditions

1. Definitions

"Client" means any company or other person or body placing an Order with Groundwise;

"Equipment" means pipes wires cables and other plant or equipment;

"Fee" means in relation to a Site of an area not exceeding the Standard Maximum Area the fee for carrying out a Search identified either on Groundwise website (where an Order is placed through the website) or on the Order Form where an Order is placed using an Order Form plus Value Added Tax and in relation to a Site of an area exceeding the Standard Maximum Area shall be such sum as shall be agreed between Groundwise and a Client plus Value Added Tax;

"Groundwise" means Groundwise Searches Limited;

"Order" means an order by a Client from Groundwise for the provision of a Search whether placed electronically through Groundwise's website or in paper form using an Order Form;

"Order Form" means Groundwise's current standard Utility Searches Order Form for placing an order for a Search in hard copy;

"Report" means a written report provided by Groundwise to a Client in response to an Order reflecting the results of Groundwise's enquiries of Utility Companies made on or before the date of the Report;

"Search" means making enquiries of the Utility Companies likely to have utilised or operated Equipment on a Site, as to the location of any Equipment on that Site following acceptance by Groundwise of an Order, and providing the Client with a Report;

"Site" means a site identified on a plan submitted with an Order which in relation to any Order placed electronically shall not exceed the Standard Maximum Area;

"Standard Maximum Area" means an area no greater than 15 hectares or of a length no greater than one kilometre and a width no greater than two hundred metres;

"Terms of an Order" means in the case of an Order placed electronically the information requested from a Client relating to a Site, the provisions relating to the method of payment, the information contained in or accessed through the tabs appearing on an Order Summary and all other applicable information contained in Groundwise's website and in the case of an Order placed in hard copy means the provisions of a completed Order Form.

2. Agreement

2.1 The Terms of an Order together with these Terms and Conditions constitute the terms of a contract ("Contract") between Groundwise and a Client for the carrying out of a Search.

2.2 A Contract shall come into effect when Groundwise notifies a Client that it has accepted an Order. Where such notification is by email it shall be deemed to have occurred as soon as Groundwise has sent the email to the Client, where such notification is by letter, upon the posting of the letter to the Client, or where there is a verbal acceptance when Groundwise verbally confirms acceptance of an Order to the Client.

3. Payment and Refunds

3.1 Other than in the case of Clients who have set up an account with Groundwise, when placing an Order a Client shall provide Groundwise with credit card details sufficient to enable Groundwise to debit that credit card with the Fee and by such notification and subject to accepting the relevant Order Groundwise is authorised to debit that credit card with the Fee.

3.2 In the case of Clients who have an account with Groundwise the Fee shall be paid within 30 days of the delivery of the Report.

3.3 Groundwise shall be entitled to terminate any account set up with it by a Client any time without notice and to require payment in accordance with paragraph 3.1.

3.4 Where a Client cancels an Order :

3.4.1 within three hours of that Order being accepted by Groundwise, Groundwise shall promptly refund the Fee paid plus Value Added Tax in full, or where no fee has been paid no fee shall be payable;

3.4.2 within three days but after the elapse of three hours of an Order being accepted by Groundwise, Groundwise shall promptly refund 50% of the Fee paid plus Value Added Tax or where no fee has been paid 50% of the fee plus Value Added Tax shall be payable and in either such case following such reimbursement or where no payment has been made upon making any payment due the relevant Contract shall terminate without further liability on the part of Groundwise or of the Client.

4. Limitation of Liability

4.1 Groundwise shall use its reasonable endeavours to provide a Search within the period referred to in the Order and shall not be liable for any delay arising because of any act omission or delay of any Utility Company.

4.2 Without limiting the liability of Groundwise in the case of death or personal injury Groundwise shall have no liability to a Client:

4.2.1 for the information contained in a Report to the extent that any errors or omissions reflect the errors or omissions of a Utility Company in providing or omitting to provide information to Groundwise and to the extent that that Utility Company has no liability to Groundwise in relation to the provision of such information, or the omission to provide relevant information;

4.2.2 in relation to any Report for loss or damage arising in relation to loss of profits, loss of business, loss of use, or any special indirect consequential or pure economic loss, costs, damages, charges or expenses and subject as earlier provided Groundwise's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation restitution or otherwise in relation to the performance or contemplated performance of the Services shall be limited £5,000,000.00.

4.2.3 In the absence of express written agreement to the contrary, Groundwise shall have no liability to any third party for any errors or omissions contained in or omitted from a Report.

5. Copyright

5.1 The copyright in the Report is the property of Groundwise and the Report may not be copied or reproduced in whole or in part nor communicated or divulged to any third party without the prior written consent of Groundwise save as set out below.

5.2 The Report may, without further charge, be made available to the owner of the Site at the date of the Report, their agents, consultants and professional advisors, any person who purchases the whole of the Site, any person who provides funding secured on the whole of the Site, and prospective buyers of the Site, and any of their respective agents, consultants and professional advisors. The Report may also be published on a local authority planning portal in relation to a proposed development of the site.

5.3 The provisions concerning liability in Clause 4 shall apply to any of the third parties mentioned above in the same manner as they do to the Client.

6. Data Protection

In processing any personal data received from a Client or potential Client, Groundwise will comply with its privacy policy a copy of which can be viewed at [address] on its website.

7. Force Majeure

Groundwise will have no liability to the Client if it is prevented from or delayed in performing its obligations under a Contract by acts events omissions or accidents beyond its reasonable control, including strikes, lock-outs and other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

8. Severance

8.1 If any provision or part of any provision in these terms and conditions or of any Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain force.

8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some of it were deleted that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

8.3 The parties agree, in the circumstances referred to in paragraph 8.1 above to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid, unenforceable or illegal provision.

9. Status of Pre-Contractual Statements

Each of the parties acknowledges and agrees that in entering into a Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of a Contract, provided that without prejudice to the generality of the foregoing, any revision to the Terms and Conditions agreed in writing by Groundwise and a Client or a potential Client (including any express written agreement relating to the assignment of copyright or licensing of all or part of the contents of a Report) shall apply to the Contract to which it has been agreed that it will apply.

10. Assignment

A Client shall not, without the prior written consent of Groundwise, assign transfer charge sub-contract or deal in any other matter with any of its rights under a Contract.

11. Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is not intended that the rights of either of the parties shall be contractually enforceable by any third party.

12. Governing Law and Jurisdiction

These terms and conditions and any Contract are governing by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or any Contract.