

Welcome | Terms of Agreement

The undernoted Terms of Agreement are a condition of registration. Upon acceptance, you may [Login](#) to your very own secure area to order or view copy Utility asset plans. You are welcome to contact us if you have any questions.

Introduction

The Customer, the Client and the Purchaser are asked to note these terms, which govern the basis on which our service and Site Investigation Report is supplied:

Definitions

'The Company' means Site Investigation Services (UK) Limited trading as SISplan.co.uk having its principal office at Abden House, 6 Linton Court, Kinghorn, Fife, KY3 9YH or their data service provider producing the asset plan collation service.

'Utility' means Scottish Water Horizons (SWH) and Scottish Water (SW) that provides asset plans of their water, wastewater network infrastructure to the Company.

'Site-Investigation Report' means the collation and issue of Utility asset plan records by The Company in respect of the subject Property.

'Property' means the address or location supplied by the Customer in the Order.

'Order' means any request completed by the Customer requesting the Site-Investigation Report.

'Customer' means the person, company or other legal body who is 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 Site-Investigation Report with an actual or potential interest in the Property.

1. Agreement

The Company agrees to supply the Utility Site-Investigation Report to the Customer and the Client subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client.

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

2. The Report

Whilst SISplan.co.uk will use reasonable care and skill in producing the Site-Investigation Report, it is provided to the Customer and the Client on the basis that they acknowledge and agree to the following:-

The Utilities asset drawings issued or made available do 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 availability of connection or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection.

It is intended for project planning and feasibility only and further advice and information from appropriate experts and professionals should always be obtained. It is not suitable to be used for construction or excavation purposes and the existence of utilities on the plans does not imply that they are suitable in size, capacity, type or location for the project purpose. The Utility Companies should be contacted directly for clarification in this regard.

The Site-Investigation Report is based upon the accuracy of the address supplied by the Customer or Client and is produced from our collation of Utility Company record asset plans. These are obtained via application to the Utility Companies and converted to pdf files for inclusion in the Report.

3. Limitations and Accuracy of the data

The Site-Investigation Report may contain opinions or general advice to the Customer and the Client and SISplan.co.uk cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

The Utility, Scottish Water Horizons (SWH) and Scottish Water (SW) provides asset plan records for general guidance only and does not guarantee that this information is to be up to date or a complete record of the Utility asset infrastructure in a given location and shall not be responsible in any way for any damages, incidents, investigations or any such issues caused or apparently caused by clients making enquiries for Scottish Water plans through the Company; Site Investigation Services (UK) Ltd and SISplan.co.uk.

Utility Company disclaimers should be referred to when considering the accuracy and completeness of the data issued and no guarantee or warranty is provided.

The position and depth of apparatus shown on any maps attached to the Site-Investigation Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. Due to the time delay between installation of, or repair or upgrading of utilities and the associated updating of the Utility Companies asset plans, it is important to note that there could be utilities present that are not shown.

The exact positions and depths should be obtained through further enquires and investigations to establish the adequacy of the plans and position of the utilities. The exact position of utility assets should be verified by the use of established detection principles and safe digging practices and the plans must not be relied on in the event of excavation or other works made in the vicinity of a Utility Companies apparatus.

4. Liability

SISplan.co.uk shall not be liable to the Client for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond our reasonable control or the acts or omissions of any party for whom SISplan.co.uk are not responsible.

Where the Customer sells the Site-Investigation Report to a Client (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) the Utility, Scottish Water Horizons (SWH) and Scottish Water (SW) will not in any circumstances (whether for breach of contract, or negligence, under statute or statutory duty or otherwise) be liable to any person or company for any loss, damage, injury or any other occurrence arising from use of the Data whatsoever and the Customer shall indemnify the Utility in respect of any claim by the Client.

The Site-Investigation Report cannot be assigned to any other party without the prior written consent of Site Investigation Services (UK) Limited.

SISplan.co.uk cannot accept any liability or offer any guarantees for the Site-Investigation Report or the content provided by Asset Companies. do not warrant the accuracy of the Data supplied to SISplan.co.uk or its fitness for use.

No representation or warranty is made by Scottish Water Horizons (SWH) and Scottish Water (SW) as to the accuracy, completeness, purpose or otherwise of the Site-Investigation Report or any other Data, asset plans or other such drawings made available by Site Investigation Services (UK) Ltd and SISplan.co.uk in support of any request.

5. Copyright and Confidentiality

The Customer and the Client acknowledge that the Site-Investigation 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 SISplan.co.uk and associated Utility Company.

The Customer and the Client agree to indemnify Utility Companies against any losses, costs, claims and damage suffered as a result of any breach by either of them of the terms of these terms.

6. Completeness

SISplan.co.uk make every effort to locate and offer the collation of asset infrastructure plans for all Utility Companies in a given area. Nevertheless, due to the existence of redundant assets and the launch, takeover, merger or sale existing companies, we cannot guarantee to provide details of all utilities in a particular area.

7. Cancellations or Alterations

Once an Order is placed, SISplan.co.uk shall not be under any obligation to accept any request to cancel that Order and payment for the Order shall still be due upon completion of the **Site-Investigation Report** unless direct plan production payments to Utility Companies have not been incurred by SISplan.co.uk in which case any such benefit will be deducted from any final account.

8. Duration

The **Site-Investigation Report** is only valid at the time of production due to the Utility Companies recurring management, upgrade and renewal of asset infrastructure records.

9. Payment

Unless otherwise stated all prices are exclusive of VAT. The Customer shall pay for the price of the **Site-Investigation Report** specified by SISplan.co.uk, without any set off, deduction or counterclaim.

Customers shall be invoiced for the fee once their request has been processed. Any such invoice must be paid within 14 days of the date of the invoice.

10. Governing Law

These terms shall be governed Scots law and all parties submit to the exclusive jurisdiction of the Scottish courts.

Nothing in these Terms shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the **Site-Investigation Report**.