GeoCerta Terms & Conditions

These Terms and Conditions govern the relationship between GeoCerta Ltd (“we”, “us”, or “GeoCerta”) and the Customer (“you”) for the provision of conveyancing searches, geospatial analysis products and services.

Definitions:

Order: a request (digital or otherwise) directly to GeoCerta or via the ordering platform of an authorised distributor/reseller for a Product
Customer: the business entity placing an Order
End User: the person or entity on behalf of whom the Customer places the Order
Product: GeoCerta products for residential or commercial property in the United Kingdom
Site: a defined area of land and/or property with appropriate delineation of boundary and location identification

1. Contract Formation & Scope

- Agreement: A binding "Contract" is formed when we expressly accept your Order or begin supplying the Product.
- Orders may be accepted via our online order platform or via a Third Party Reseller platform.
- Exclusivity: These terms apply to the exclusion of any other terms you may seek to impose, including those implied by trade or custom.
- Professional Capacity: If you act on behalf of a Consumer, you acknowledge that our Products are intended for use in providing your professional advice.
- Precedence: If an Order conflicts with these terms, these terms prevail unless the Order explicitly states an intention to supersede specific clauses.

2. Fees & Payment

- Invoicing: We typically issue electronic invoices monthly, though some Orders may require payment upfront.
- Payment Terms: Fees must be paid in full within 30 days of the invoice date.
- Late Payment: Overdue sums accrue interest at 8% above the Bank of England base rate per annum.
- Default: We reserve the right to suspend further Orders if any payment is overdue.

3. Customer Responsibilities

- Data Accuracy: You must provide complete and accurate information regarding the Site location and boundary.
- Inspection Period: You must review the Product for site-specific accuracy within two (2) working days of receipt and notify us of any errors.
- Error Correction: We will amend our own errors at no cost, but errors resulting from inaccurate Customer data may incur additional fees.
- Security: You must not share or transfer your Website login credentials.
- Compliance: You are responsible for ensuring that End Users comply with these terms, and you remain liable for their breaches.

4. Reliance & Third-Party Data

- Permitted Reliance: Only the Customer, the End User, and "Related Third Parties" (professional advisers, funders, or the first purchaser/tenant of the Site) may rely on the Products.
- Conditions of Reliance: Reliance is subject to full payment of Fees and your compliance with these terms.
- Physical Surveys: We do not perform physical site inspections; some site features

may only be apparent through a physical survey.
- Third-Party Content & Products: We incorporate data from Third-Party Providers (e.g., Ordnance Survey, British Geological Survey, Environment Agency and others) and may resell Third Party Products. Such data and products are governed by the provider's own terms, and we disclaim liability for its accuracy to the maximum extent permitted by law. Third Party Supplier Terms (inc. limitations) can be viewed on our website.

5. Intellectual Property (IP) & Usage

- Ownership: GeoCerta (or our Third-Party Providers) retains all IP Rights in the Products; no rights are assigned to you.
- License: Upon payment, we grant a non-exclusive license to use the Product on up to five (5) Terminals for your professional use.
- Restrictions: You may not reverse-engineer Products, remove copyright notices, or use the Product for marketing purposes without written consent.
- Crown Copyright: You must not copy Ordnance Survey content without a valid paper map copying license.

6. Liability

- Aggregate Cap: Our total liability for any GeoCerta Product is limited to £10,000,000 (GBP).
- General Cap: In all other cases, liability is limited to 100% of the Fees paid for the specific event giving rise to the claim.
- Exclusions: We are not liable for loss of profits, business interruption, loss of data, or losses caused by inaccurate Customer or Third-Party Data.
- Statutory Liability: Nothing in these terms excludes liability for death, personal injury caused by negligence, or fraud.

7. Consumer Rights & Termination

- Right to Cancel: Consumers have a 14-day right to cancel, which is waived once we begin processing the Order at the Consumer's request.
- Statutory Standards: Digital content must be as described, fit for purpose, and of satisfactory quality under the Consumer Rights Act 2015.
- Termination: We may terminate the Contract if you commit a material breach or fail to pay sums due within 30 days.

8. Compliance & Governance

- Anti-Fraud: Both parties must comply with the Economic Crime and Corporate Transparency Act 2023 (ECCTA).
- Ethics: Both parties will comply with the Bribery Act 2010.
- Data Protection: Personal information is processed in accordance with our Privacy Policy.
- Complaints: We operate a clear and transparent Complaints Policy - details available from our website www.geocerta.io. If at any time you are unsatisfied or if a matter is unresolved you may refer a dispute to The Property Ombudsman Scheme www.tpos.co.uk.
- In providing search reports and services we will comply with the Conveyancing Information Executive Standards www.conveyinfoexec.com
- Law & Jurisdiction: This Contract is governed by English Law and is subject to the exclusive jurisdiction of the English courts.

GeoCerta Ltd Date: July 2026