



Terms of Use: beforeUdig Service

1. Introduction

PelicanCorp Limited ("PelicanCorp") owns and operates this beforeUdig branded service for obtaining information on underground pipes and cables ("Service"). PelicanCorp refers enquiries, from those proposing to excavate, to underground asset owners (such as gas, water, electricity and telecommunications companies).

2. Engagement

2.1 Your use of the Service is conditional upon your acceptance and compliance with the terms and conditions contained in these Terms of Use. Before you access the Service, you must read and accept all the terms and conditions contained in these Terms of Use. If you do not agree to any of the terms and conditions contained in these Terms of Use, you must not use the Service.

2.2 You acknowledge that your use of the Service constitutes an affirmative acknowledgement and agreement by you that you accept and agree to be bound by these Terms of Use, to the exclusion of all other terms and conditions.

2.3 PelicanCorp may amend the terms and conditions of these Terms of Use from time to time by posting the amended terms and conditions on the beforeUdig website, www.beforeudig.ie ("Site"). Unless otherwise stated, all amended terms and conditions will be effective from the time of posting. Your continued use of the Service after such modification constitutes your acceptance of that modification. As you are bound by these Terms of Use, you should review the Site periodically for any amendments.

2.4 These Terms of Use constitute the entire agreement between you and PelicanCorp with respect to your use of the Service. No other terms apply.

3 Specific limits of the Service

3.1 PelicanCorp endeavors to ensure that the asset owners included in the Service are accurate, up to date and as complete as can be reasonably expected. PelicanCorp will not be held liable for any omission from this list.

3.2 The information obtained via the Service is a guide only and no explanation or advice is offered in relation to that information. If you need advice, information or explanation about the information obtained via the Service you should consult a professional person.

3.3 The information available to you as part of the Service is not intended to:

- a) constitute professional advice or diagnosis or explanation;
- b) be relied upon without any professional consultation or independent consideration by a qualified practitioner as appropriate. You should not rely on information which you obtain via the Service as a substitute for advice or information from a qualified professional.

4 Usefulness of the Service

4.1 The Service is designed to provide initial and useful general information about a proposed dig site. You acknowledge that each particular case is different and it is not feasible for beforeUdig to set out in detail every obstacle which might apply in each particular case.

4.2 Provision of the Content (as hereinafter defined) is for information only and is no substitute for proper professional advice. The information provided is subject to availability and users should bear in mind that asset maps provided by the various utility companies and suppliers are by no means a complete record.

5 Payment

5.1 Details of the cost of the Service and the procedures for payment and delivery are displayed on or throughout the Site. The price of the Service is the price in force at the date and time of your order. The price may change before you place an order. We try to ensure that prices displayed on the Site are accurate but the price on your order will need to be validated as part of the acceptance procedure.

5.2 You undertake that all details provided to us for the purpose of purchasing the Service which is offered by us on our Site will be correct, that the credit or debit card, or any electronic cash which you use is your own and that there are sufficient funds or credit facilities to cover the cost of any Service. We reserve the right to obtain validation of your credit or debit card details before providing you with the Service.

5.3 You must pay for the Service by credit or debit card at the time of the order at which time you will be notified of the current price. We will also accept payment through PayPal. This clause 5.3 applies unless expressly agreed otherwise with a director of PelicanCorp.

5.4 We are entitled to refuse any order placed by you. If your order is accepted we will confirm acceptance to you by online electronic means to the email address you have given us on ordering. The order will then be fulfilled on the date set out in the Confirmation Advice.

5.5 If you have any complaints you should direct them to us by email at contactus@beforeudig.ie

6 Terms of use

6.1 The information provided by PelicanCorp is offered on the terms and understanding that neither PelicanCorp nor PelicanCorp's directors and employees, are responsible for the results of any actions taken on the basis of the information or for any error or omission in the information. No person including practitioners and advisers should act solely on the basis of the information provided by PelicanCorp. Changes to knowledge and information may occur quickly. As a guide, site checking should occur and care be taken when digging near the specified area, if necessary. Occasionally, information improvements require change and the information may change without notice.

6.1.1 You warrant to PelicanCorp that you will not use the Service for any purpose that is unlawful or prohibited by these Terms of Use.

6.1.2 You must not take any action that might undermine the integrity of the Service.

6.1.3 You must not use any device, software or instrument to interfere or attempt to interfere with the proper working of the Site.

6.1.4 You represent and warrant to PelicanCorp that all information you provide to PelicanCorp:

- a) does not contain any obscene, threatening, indecent or defamatory material or material disclosing confidential information of a third party;
- b) does not infringe any third party's rights of privacy;
- c) is true, complete and accurate and not misleading; and
- d) does not and will not violate any applicable law or regulation.

7 The Site

PelicanCorp endeavours to provide a convenient and functional Site. If your use of PelicanCorp's site results in the need for servicing or replacing property, material, equipment or data, PelicanCorp will not be responsible for such costs.

8 Copyright and other intellectual property

As part of the Service you may be given material which is subject to international copyright and other intellectual property rights owned by or licensed to PelicanCorp. You expressly acknowledge and agree that copyright in all the information and content available via the Service ("Content") (whether as a compilation of information or otherwise) is owned by PelicanCorp. Subject to fair use and other relevant defences:

8.1 you are allowed to:

view, copy and print Content in electronic or other forms only for your personal non-commercial use and only if you retain the copyright notice and other intellectual property notices from the original material;

8.2 you are NOT allowed to:

- a) use the Content for public or commercial purposes (other than provision of services for individual jobs); or
- b) breach copyright or any other intellectual property rights of PelicanCorp or its licensors including by amending or adapting any of the Content.

8.3 Subject to the provision above, no part of the Content may be reproduced, stored in a retrieval system, or transmitted in any form or any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of a director of PelicanCorp.



9 Advertising, links to third party web sites and e-commerce offers

The Site contains hyperlinks and other pointers to internet web sites operated by third parties ("Third Party Websites"). These Third Party Websites are not under the control of PelicanCorp. PelicanCorp is not responsible for the contents of any linked Third Party Website or any hyperlink contained in a Third Party Website. PelicanCorp provides these hyperlinks to you as a convenience only. Inclusion of any link is not nor does it imply any endorsement of the Third Party Website by PelicanCorp. You link to any such web site entirely at your own risk. Third Party Websites are not part of the Site and are not governed by these Terms of Use.

10 No warranty

You expressly understand and agree that use of the Service is at your own risk. The Service is provided on an "as is" and "as available" basis. PelicanCorp does not make any representations or warranties of any kind, whether express or implied, regarding the Service, information obtained via the Service, the Site and Third Party Websites including without limitation:

- a) regarding the accuracy, reliability and completeness of information obtained via the Service or through Third Party Websites;
- b) that your access to the Site and Third Party Websites will be continuous, uninterrupted, timely, secure, virus free and fault free; and
- c) that any information, whether personal or otherwise, you transmit to PelicanCorp via email will be secure and will not be intercepted by a third party.

11 Indemnity and limited liabilities

11.1 You acknowledge that PelicanCorp, its employees, agents and servants are not liable to you for any loss (including, without limitation, consequential or economic loss) or damage, or other costs, expenses or injury irrespective of how they are caused, which you, or for which you may become liable, arising out of, or in connection with your use of the Services.

11.2 To the extent permitted by law, you indemnify and will keep indemnified PelicanCorp against any liability, damages, expenses, costs or compensation that PelicanCorp may have to pay any party for any act, error or omission of yours or your employees, agents or servants whatsoever.

11.3 The provisions of these Terms of Use relating to liability and indemnity survive termination of these Terms of Use.

11.4 We will not be held liable for any failure to perform any obligation to you due to causes beyond our reasonable control.

12 General

12.1 No modification, amendment or other variation of these Terms of Use can be made unless the prior written consent of beforeUdig is obtained.

12.2 To the extent permitted by law, all express and implied warranties, representations, terms and conditions other than those expressly contained in these Terms of Use are excluded.

12.3 Any provision of these Terms of Use which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

12.4 Any provision of these Terms of Use which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remainder of these Terms of Use which will continue in full force and effect in that or any other jurisdiction.

12.5 No agency, partnership, joint venture, independent contractor, employer-employee relationship is intended or created by these Terms of Use.

12.6 A failure or delay in exercise, or partial exercise, by PelicanCorp, of a right arising from a breach of these Terms of Use by you does not result in a waiver of that right or power by PelicanCorp.

12.7 You are not entitled to rely on a delay by PelicanCorp in the exercise or non-exercise of a right arising from a breach of these Terms of Use by you as constituting a waiver of that right, power, authority, discretion or remedy.

13 Information you Provide

13.1 The following applies to any information you provide to us for example during any registration or ordering process;

13.1.1 You authorise us to use, store or otherwise process any personal information which relates and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the Service which is available through the Site by us or our subcontractors or suppliers. If you obtain our Service through our website then we may hold information about your buying behavior and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you (together the various proposes set out in this paragraph and all our privacy policy shall be known as "the Purposes") also information collected by us can be referred to in the Terms of Use as "Personal Information".

13.1.2 You must ensure that Personal Information you provide is accurate and complete and all ordering or registration details (where applicable) contain your correct name, address and other requested details.

14 Processing and Disclosure Rights

By accepting these Terms of Use you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our Site which you should check regularly. If you would like to review or modify any part of your Personal Information then you should login to the Service and do this online.

15 Security

You are solely responsible in all respects for all use of and for protecting confidentiality of any user name or password that may be given to you or selected by you for use on our Site. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorized use of them and any other breach of security regarding our Site which comes to your attention.

16 Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland.

17 Feedback

It is hoped that the Service provides a useful guide and any comments on its structure and contents with a view to improving its usefulness is always welcome.

18 Confirmation Advice

It is your responsibility to check that the location of the dig site shown in the map (accessed via the link on Confirmation Sheet) is correct. The Confirmation Advice lists the asset owners who will potentially be affected by your dig site. It is your responsibility to contact any other asset owners.