

National One Call
1 Mill Place
Mill Road Industrial Estate
Linlithgow
West Lothian
EH49 7TL



Terms and Conditions for Requesting Plans

Whereas National One Call provides services for obtaining plans and documentation from owners of buried services, on behalf of 3rd parties:

1. Parties and their Relationships.

- a) The owner of the buried services is designated the 'Asset Owner', the request made for plans from the Asset Owner is the 'Enquiry', the contents of the Enquiry are the 'Subjects', the individual or organisation making the Enquiry is the 'Enquirer', and National One Call is the Agent for the Enquirer; 'the Agent'.
- b) The Agent is appointed by the Enquirer to represent the Enquirer in obtaining plans from the Asset Owner(s) on their behalf by means of an Enquiry.
- c) No relationship is implied between the Agent and the Asset Owner(s) in this respect.

2. Copyright of Asset Owner Documentation.

- a) Copyright and Intellectual Property Right (IPR) of any plans / documentation provided in response to an Enquiry remains the ownership of the Asset Owner at all times and the Enquirer is reminded that this information is provided to assist with planning, safety and service-protection in respect of the specific Enquiry only.
- b) Plans or other documents may not be compiled or retained into any recording or retrieval systems, be used for any purpose other than defined in the Enquiry, or be gifted to, or offered for hire, sale or loan to any 3rd party.
- c) The Enquirer indemnifies the Asset Owner and the Agent from claims of breach of any copyright or IPR infringement caused by any actions of the Enquirer or other agent of the Enquirer.

3. Significance of Asset Owner Documentation.

- a) Provisioning of plans and documentation by the Asset Owner in response to an Enquiry does not constitute an agreement to connect to any services, and does not constitute the serving or acceptance of a notice of works.
- b) Provisioning of a plan or document by the Asset Owner in response to an Enquiry does not absolve the Enquirer from any requirements of obtaining permits or licensing that may be required from the Asset Owner, authorities or other parties.
- c) The Enquirer is reminded that they may have obligations and duties under legislation and codes of practice regarding on-site investigation and excavation including, but not limited to; New Roads and Street Works Act (NRSWA), HSG(47), CDM, and for employing safe digging practices. Provisioning of a plan or documentation by the Asset Owner does not absolve the Enquirer from these.

4. Content, Accuracy and Validity of Plans.

- a) Unless stated otherwise by the Asset Owner, the plans provided relate solely to the Subjects of the Enquiry as owned or managed by the Asset Owner and exclude disclosure of any possible adverse affects on the Subjects due to activity or proposals from adjoining or neighbouring land. They do not contain or indicate the existence or location of infrastructure or assets that may be located within or close to the extents of the Subjects.
- b) Plans provided by the Asset Owner will generally exclude any infrastructure considered 'private' even if connected to the services of the Asset Owner.
- c) Any indications in plans of assets that are private, or that are owned or managed by other Asset Owners, is entirely coincidental and no assumptions of accuracy or responsibility may be made. The Enquirer is directed to disregard any such indications and to make an Enquiry to that party requesting their plans.
- d) The Enquirer should not regard or treat any plans provided as being 'as-laid' plans in any circumstances, nor are they definitive statements of presence or absences of buried services, or of the status / materials / contents / depths / sizes / volumes / pressures / any other facets of those services, even if stated. Plans are provided as 'best known information at the time of the Enquiry', and as such may be inaccurate.
- e) If a specific date or duration of validity of plans or documentation is not overtly specified by the Asset Owner, the Agent commends that the Enquirer considers the 'shelf life' of plans and responses to have a maximum validity of 30 days, but the Enquirer is advised that changes to networks can occur within that period without notice.
- f) Where a 'Not Affected' response is issued by the Asset Owner, the Enquirer is advised that 'Not Affected' statements are generally also 'best known information at the time of the Enquiry'.

5. Subsequent Actions.

- a) The Asset Owner will not issue revisions to plans or documentation nor notify the Agent or Enquirer in the event of any changes to the Asset Owner's network, at any time.
- b) Unless otherwise stated in their response, no further action will generally be taken by the Asset Owner in respect of the Enquiry. The Asset Owner may however take any steps considered appropriate to protect their assets, at their discretion.
- c) The Enquirer is directed to undertake physical on-site investigations appropriate to their intentions before committing to any business decisions / works planning / building or excavation works.
- d) Where excavations are involved, the Enquirer is directed to provision all plans and documentation from the Asset Owner to on-site operatives subject to plans and documentation being within date, and to instruct and ensure the use of safe digging practices at all times
- e) Information or instructions may be provided within the plans / documentation in the response from the Asset Owner; the Enquirer is directed to read these where available and to take any actions deemed appropriate.
- f) Further contact should be made directly with the Asset Owner by the Enquirer or their agent where clarification of plans or documentation is required, or where construction or excavations are to be undertaken that do, or may, affect any assets or interests of the Asset Owner.
- g) Where responses to an Enquiry are considered 'Out of Date' or where the intention changes from 'Planning' to 'Works Intended', the Enquirer is commended to re-run that Enquiry to obtain the most up-to-date information available.

6. Warranties.

- a) Unless otherwise stated in documentation from the Asset Owner, the Asset Owner is not responsible in any circumstances for any omissions or inaccuracies in any of the provided plans or documentation, or for any contribution to any assumptions, consequential decisions, inferences or actions taken by the Enquirer.
- b) National One Call acts only as agent / procurer of plans from the Asset Owner under instruction from the Enquirer and is not responsible in any circumstances for any contents or inaccuracies in the Enquiry or in contents of plans or documents provided by the Asset Owner in response.
- c) The Enquirer is commended to ensure accuracy of the location and extents of where plans have been requested for, to review plans and documentation in the response, and to report any issues to National One Call within 7 days of receipt.