

## TERMS OF USE

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Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through Our website is appropriate or available in other locations. We may limit the availability of Our website or any service or product described on Our website to any person or geographic area at any time. If you choose to access Our website from outside the United Kingdom, you do so at your own risk.

You may not mirror any material from the website and you agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience whether to Us or any of the Members, or the users of the website by any means including the use of the website for persistently sending unsolicited communications without reasonable cause. You must not misuse Our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our website, the server on which Our website is stored or any server, computer or database connected to Our website. You must not attack Our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Our website will cease immediately. You agree to use the website as it is intended to be used. For the avoidance of doubt this includes not automatically or programmatically injecting enquiries into the website or service without Our express permission.

**YOUR ACCOUNT** – If you choose, or you are provided with, a user identification code, password or any other piece of information as part of Our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in Our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify Us at [enquiries@lsbud.co.uk](mailto:enquiries@lsbud.co.uk).

**COPYRIGHT NOTICE** - This website and all materials, text, code, content, software, videos, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, marks, formats, files, graphics, devices and links contained in it or linked to it (together "Content") are protected by copyright, trademarks and other rights of intellectual property owned by Us or licensed to Us. Anyone accessing this website is entitled to view any part of it. The contents of this website may be used for the purposes of searching against the apparatus owned and operated by the Members. A full list of those Members is shown on the website on the About Us page. The Content must not be used nor reproduced (in whole or part) for any other purpose including on or in connection with any other website or publication or for commercial gain. Furthermore, any links to this website must be notified to and approved by Us before they are created or steps are taken to create the same.

**NO RELIANCE** – It is your sole responsibility to ensure that all the planned works covered by your enquiry are covered by the search request and it is your responsibility to check that the location of your enquiry shown on the map is correct. The Enquiry Confirmation lists the Members who will potentially be affected by your enquiry. It is your responsibility to contact any other non-member asset owners. The asset information which is provided has been supplied by Members, therefore We provide no guarantee that such information is accurate or reliable, nor does it monitor such asset information for reliability and accuracy going forward. There may also be asset owners who do not participate in the enquiry service operated by Us. Therefore We cannot make any representation or give any guarantee or warranty as to the completeness of the information contained in any enquiry results or accept any responsibility for the accuracy of the mapping images used on the website.

Members may alter their apparatus and network records at any time, hence it is recommended that a further search is made should there be a delay between the original search result being obtained and the works starting. We reserve the right to make subsequent changes to such information and to modify, supplement or withdraw any services. Save as provided in this paragraph, We have no responsibility for content provided to Us by Members and are merely providing access to such information to you.

**NO WARRANTY** - Save as expressly provided, this website and its Content are provided "as is" excluding warranties, conditions, representations other terms of any kind which may apply to the website or any Content, either express or implied, to the fullest extent permissible under applicable law. We accept no liability for functions contained on the website and make no warranty that the website, or any Content on it, will operate uninterrupted or error-free or that any defect will be corrected. We do not warrant that the website is compatible with your computer equipment or that the website or its server is free of errors, viruses, worms or "Trojan horses" and We shall not be liable for any damage you may suffer as a result of such destructive features.

**LIMITATION OF LIABILITY** - Nothing in these Terms of Use excludes or limits Our liability for death or personal injury arising from Our negligence, or Our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. We will not be liable to you for any loss, costs, claims or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: (i) use of, or inability to use Our website; or (ii) use of, or reliance on any Content. You accept that We will not be liable for any action that you undertake having made enquiries of the information from this website. The results of any enquiry are personal to the person making the enquiry and shall not be shared with or relied upon by any other person.

Without prejudice to the other terms in these Terms of Use, in no event will We be liable to you for any loss of profits, sales, business or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage (including, without limitation, loss of data) resulting from your use of the website and any Content. The service is accessed via the World Wide Web, which is independent of the service and Us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We have no responsibility for any information or service obtained by you on the World Wide Web. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of Our website or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on Our website. Such links should not be interpreted as endorsement by Us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them

**PRIVACY STATEMENT** – Our privacy policy is available at [https://cdn.linesearchbeforeudig.co.uk/pdfs/LSBUD\\_Privacy.pdf](https://cdn.linesearchbeforeudig.co.uk/pdfs/LSBUD_Privacy.pdf) and below. Please take time to review and digest this document.

**VALIDITY OF PROVISIONS AND REMEDIES** - If any provision of these Terms of Use is or becomes invalid or contravenes applicable regulations then the remaining provisions will not be affected.

**WAIVER** - No waiver by Us of any breach of these Terms of Use shall constitute a waiver of any other breach. No failure by Us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

**GENERAL** - Each provision of these Terms of Use shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of these Terms of Use and the remainder of the provision in question shall continue in full force and effect.

**GOVERNING LAW AND JURISDICTION** - These Terms of Use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and we both agree to the exclusive jurisdiction of the courts of England.

## Privacy Policy (May 2018)

We are LineSearchbeforeUdig (LSBUD). We are committed to protecting and respecting your privacy. This policy sets out the basis on which any personal data we collect will be processed by us. Please read this privacy policy carefully to understand your rights and our views and practices regarding your personal data. By visiting [www.lineSearchbeforeudig.co.uk/](http://www.lineSearchbeforeudig.co.uk/) (our site) your personal information will be processed as described in this policy.

Read more

For the purpose of data protection legislation, the data controller is LineSearchbeforeUdig Limited, a company registered in England and Wales whose registered office is at 40 High Street, Market Harborough, Leicestershire LE16 7NX.

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## What information do we collect from you?

We will collect and process the following data about you:

- **Information you give us.** This is information about you that you give us by filling in forms on our site or by corresponding with us by phone, email or otherwise. Please let us know if any of this information changes so we can keep our records up to date.
- **Information we collect from your use of our site.** With regard to each of your visits to our site we will automatically collect the following information:
  - technical information, such as the Internet protocol (IP) address used to connect your device to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and

- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page.
- **Information we collect when we talk on the phone.** If you call us, or if we need to call you, we will automatically collect the following information:
  - the phone number used to call us; and
  - a recording of all inbound and outbound calls to our Helpdesk.
- **Information we receive from other sources.** We may receive information about you if you use any of the other websites we operate or the other services we provide. Should you choose to be directed to third party map providers from our website, we will receive details of your name, email address, organisation, details of the services provided to you and the cost of such services. Where you make a payment via a third party payment provided, we will receive your name, the enquiry reference number and the amount paid.

## Why do we collect this information?

We use this information in the following ways:

- **Information you give to us.** We use this information:
  - in order to take steps necessary to assess whether we can enter into a contract with you and in order to perform any contract entered into with you. This includes providing your details to our members so that they can respond to you and otherwise deal with your enquiry;
  - in our legitimate interests for the purpose of improving our service to you by anonymising and aggregating your data with other data (so that it is no longer linked to you as an individual ) and using that aggregated data to understand and improve our services, including for statistical analysis;
  - in our legitimate interests to deal with any legal obligations or claims relating to your use of our service;
  - to provide you with **service communications** so that you receive a full and functional service and so we can perform our obligations to you. These may be sent by email or post or, if the circumstances require it, we may contact you by phone. These will include notifications about changes to our service; and
  - with your consent, to provide you with marketing communications by email and SMS including information about other services we offer that are similar to those that you have already enquired about. You can object to this processing at any time by using the unsubscribe links in the messages or by contacting us at [enquiries@LSBJD.co.uk](mailto:enquiries@LSBJD.co.uk).

- to send to third party mapping providers should you choose to follow a link to a third party mapping provider's products or services following the completion of an enquiry. In this case, we will provide your name, address, company, email address, telephone numbers, fax number and enquiry details to the third party mapping provider for the purpose of identifying you and the enquiry area for any related products and/or services.
- **Information we collect about you.** We will use this information for the following purposes:
  - to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
  - to improve our site to ensure that content is presented in the most effective manner for you and for your devices;
  - to allow you to participate in interactive features of our service;
  - as part of our efforts to keep our site safe and secure; and
  - to measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you.
- **Information we receive from other sources.**
  - We will receive information from third party mapping providers should you follow any links through to their site following the completion of an enquiry. This information will include your personal data such as name, address, company, email address, telephone numbers, fax number and the details of the products purchased.
  - The information is used for the tracking of commercial transactions in any partnership agreement with the third-party mapping providers.
  - See the 'Who might we share your information with?' section below for details of how we use information in conjunction with our associated third parties.
- We may, in some circumstances, also provide details of enquiries made with LSBUD to prospective members. Although that might include details of the company or email provider from which an enquiry is made (e.g. [xxx@LSBUD.co.uk](mailto:xxx@LSBUD.co.uk) or [xxx@gmail.co.uk](mailto:xxx@gmail.co.uk)), those email addresses will be anonymised so that no personal data is identifiable.

## How long do we keep hold of your information?

- We will keep information about you for a maximum of 7 years after the end of our relationship with you unless obligations to our regulators require otherwise or we are required remove such data from our records.
- **Telephone records.** We will keep these up to 6 months from the time the recording was made.

## Who might we share your information with?

You agree that for the purposes set out in the 'Why do we collect this information?' section above, we have the right to share your personal information with selected associated third parties, some of whom we appoint to provide services, including:

- other companies within our group, business partners, cloud hosted servers, suppliers and sub-contractors for the performance of any contract we enter into with you;
- analytics and search engine providers that assist us in the improvement and optimisation of our site in our legitimate interest to improve our service;
- survey providers in order to receive feedback and improve our services in our legitimate interest to improve our service;
- the Health and Safety Executive to comply with any legal obligations;
- your employer or third party regulators in their legitimate interests to carry out research to improve their services;
- advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1).

Additionally, we will disclose your personal information to the relevant third party:

- In the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets;
- If we are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets;
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of our customers, our regulator, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and prevention of money laundering and credit risk reduction.

## Transfer to Members

In the event that you make an enquiry on our site, we will pass your personal information, including your name, company (where applicable), telephone number(s), fax number, email address, address and enquiry details onto third party asset owners who have been identified as having an asset in or relevant to your search area. Those third party asset owners will be data controllers in respect of your personal data and will use it for the purposes of contacting you and communicating with you directly in relation to your enquiry (in compliance with any obligations to provide that information to you and in theirs and your legitimate interests (as appropriate)) and separately, reviewing all enquiries made, for statistical and analytical purposes (in its legitimate interests) in order to improve its asset management policies.



The third party asset owners use of your personal data will be in accordance with their own privacy policy.

## How is your data stored and kept secure?

At LSBUD, we take your safety and security very seriously and we are committed to protecting your personal and financial information. All information kept by us is stored on secure cloud hosted servers. Where we have given you (or where you have chosen) a password that enables you to access certain parts of our service, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

We may transfer your data outside the European Economic Area ("EEA") to a company within our group for offshore support and development requirements. We will only do so if adequate protection measures are in place in compliance with data protection legislation. We use the following protection measures:

- using Commission approved model contractual clauses.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

## What are your rights?

Where processing of your personal data is based on consent, you can withdraw that consent at any time.

You have the following rights. You can exercise these rights at any time by contacting us at [enquiries@lsbud.co.uk](mailto:enquiries@lsbud.co.uk). You have the right:

- to ask us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes;
- To ask us not to process your personal data where it is processed on the basis of legitimate interests provided that there are no compelling reasons for that processing;
- To ask us not to process your personal data for scientific or historical research purposes, where relevant, unless the processing is necessary in the public interest.
- to request from us access to personal information held about you;
- to ask for the information we hold about you to be rectified if it is inaccurate or incomplete;
- to ask for data to be erased provided that the personal data is no longer necessary for the purposes for which it was collected, you withdraw consent (if the legal basis for processing is consent), you exercise your right to object, set out below, and there are no overriding legitimate ground for processing, the data is unlawfully processed, the data needs to be erased to comply with a legal obligation or the data is children's data and was collected in relation to an offer of information society services;
- to ask for the processing of that information to be restricted if the accuracy of that data is contested, the processing is unlawful, the personal data is no longer necessary for the purposes

for which it was collected or you exercise your right to object (pending verification of whether there are legitimate grounds for processing);

- to ask for data portability if the processing is carried out by automated means and the legal basis for processing is consent or contract.

Should you have any issues, concerns or problems in relation to your data, or wish to notify us of data which is inaccurate, please let us know by contacting us using the contact details above. In the event that you are not satisfied with our processing of your personal data, you have the right to lodge a complaint with the relevant supervisory authority, which is the Information Commissioner's Office (ICO) in the UK, at any time. The ICO's contact details are available here: <https://ico.org.uk/concerns/>.

## Changes to our privacy policy

This policy may be updated from time to time. Please check back frequently to see any updates or changes to our privacy policy.

## Cookies

We use cookies to distinguish you from other users of our site. Cookies are small data text files that are sent from a server computer during a browsing session. Cookies are typically stored on your computer's hard drive and are used by websites to simulate a continuous connection to that website. In order to make our website more responsive to your needs we use cookies to track and manage information relative to your specific interests.

In this way we can tailor our website to your needs, deliver a better and more personalised service and track the pages on our website that you visit. The use of cookies automatically identifies your browser to our computers whenever you interact with our website.

We use the following cookies for the following purposes:

- **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website.
- **Analytical/performance cookies.** They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you and remember your preferences.
- **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website more relevant to your interests. We may also share this information with third parties advertisers for this purpose.

You can find more information about the individual cookies we use and the purposes for which we use them in the table below:



Cookie name	Purpose	Expires
_lotl	Lucky Orange - This records the length of time you visited our website for	6 months
_lotr	Lucky Orange - Tells us which website you came from	6 months
_utma	Google Analytics - This lets us know if you've visited before, so we can count how many of our visitors are new to our website or to a certain page	2 years
_utmb	Google Analytics - This works with _utmc to calculate the average length of time you spend on our website	When you close your browser
_utmc	Google Analytics - This works with _utmb to calculate when you close your browser	When you close your browser
_utmt	Google Analytics - Used to throttle request rate	10 minutes
_utmv	Google Analytics - Used to store custom variable data, which is updated every time data is sent to Google Analytics	First visit
_utmz	Google Analytics - This tells us how you reached our website (e.g. from another website or a search engine)	6 months
_lo_u	Lucky Orange - Tell if you are a unique visitor to our site	1 year
_lo_v	Lucky Orange - Total number of visits from you	1 year
_lorid	Lucky Orange - This is your recording ID. This is auto extended as you visit different pages	When you close your browser
ajs_anonymous_id	This helps us count how many people visit LSBUD by tracking if you've visited before	1 year
ajs_group_id	This doesn't currently store anything	1 year
ajs_user_id	This allows us to collect data about your usage of our website	1 year
lo_session_in	This expires after you leave our website	When you close your browser
mp_b92d26117865efc26a98be980c1772d7_mixpanel	This records your session information	1 year
.ASPXAUTH	Used to determine if you have been authenticated	When you close your browser
ASP.NET_SessionId	Identifies your session on the server	When you close your browser

Mobile	Determines what device you're using and renders pages accordingly	When you close your browser
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## Contact us

Questions, comments and requests regarding this privacy policy are welcomed and should be made through our [contact page](#) . You can also reach us by email [enquiries@lsbud.co.uk](mailto:enquiries@lsbud.co.uk) or you can call us on +44 845 437 7365. If you need to write to us, the address is LineSearchbeforeUdig Limited, Eliot Park Innovation Centre, Barling Way, Nuneaton, Warwickshire CV10 7RH.