

TERMS AND CONDITIONS

1. General

- 1.1 In these Terms and Conditions, “we” means Pear Technology Services Ltd and “you” means the person or business that purchases map data licences, goods or services as set out in the invoice.
- 1.2 These terms and conditions apply to all agreements for the sale of map data licences and other goods or provision of services to the exclusion of any other terms and conditions specified by you.
- 1.3 By ticking ‘I agree to the terms and condition’ and clicking ‘Submit Order’ you agree to these terms and conditions and by completing the order process you are making an offer to purchase good or services that are not binding until we accept the offer. If we do not accept the offer we will notify you straightaway with the reason(s), such as pricing errors, and you will have the option to withdraw, at which point you must stop using any supplied map data.
- 1.4 VAT will be chargeable at the rate fixed by legislation.
- 1.5 Unless otherwise agreed, all invoices are due for payment in full within 30 days of the date of invoice. We reserve the right to charge interest on any unpaid amounts at the rate of 5% per annum over the Lloyds Bank plc base rate.
- 1.6 We will endeavour to invoice all purchases of map data made through Map Shop and Pear GIS Online at the end of the calendar month. However, we reserve the right to change the invoice date at any time without further notice.
- 1.7 Small amendments and alterations to any purchased map data are allowed up until the date of invoice. What constitutes as a small amendment/alteration is up to the sole discretion of Pear Technology Services Ltd.
- 1.8 You agree to the terms in the Ordnance Survey End User Licence, a full copy is available at <https://www.peartechnology.co.uk/wp-content/uploads/2016/09/Ordnance-Survey-End-User-Licence.pdf>
- 1.9 Delivery dates for goods and completion of services are given as an indication of the estimated delivery time and are not a contractual obligation.

- 1.10 The ownership of any goods or map data remains the property of Pear Technology Services Ltd until they have been paid for in full. This includes the payment of VAT and any delivery, post or packing charges included on the invoice.

2. Liability

- 2.1 We will fix free of charge any errors or omissions of our own making, provided the information supplied is clear and unambiguous.
- 2.2 We will not accept liability for any consequential costs incurred as a result of errors or omissions in the map data or for defects in our software products.
- 2.3 Pear Technology will not accept liability for errors or omissions in the Ordnance Survey data. We will however make use of our relationship with Ordnance Survey to try and resolve data issues on behalf of our customers

3. Customer Support

- 3.1 Pear Technology provide support by telephone, email and remote access (where available). Telephone rates are standard rates and calls are not time limited.
- 3.2 Support is provided during office hours (09:00 – 17:00, Monday through to Friday, but not Public Holidays) and, although it cannot be guaranteed, immediate help is normally available.
- 3.3 Although Pear Technology endeavour to resolve all problems as quickly as possible, there is no commitment on turn-around time.

4. In Case of Dispute

- 4.1 These terms and conditions are governed by English law and we and you submit to the exclusive jurisdiction of the English courts.

5. Contact Details

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Havant
Hampshire
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Registered in England & Wales No: 03013412

VAT Number: 656 4821 15

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