



Institute of Cadastral Surveying (Inc)

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CONDITIONS OF SUPPLY OF SURVEY PLAN IMAGES

BETWEEN The Institute of Cadastral Surveying (Inc) (hereinafter referred to as “the Institute”)

AND The party seeking to purchase survey plan images and associated material from the Institute (hereinafter referred to as “the Purchaser”)

For the purposes of these conditions the term “Data” shall mean the bulk survey plan images and associated index and the media on which the data is stored and refers also to the whole or part of any of the data and media.

1. While all reasonable efforts have been made by the Institute to ensure that the Data supplied is as accurate as possible, the Institute makes no representations and provides no warranties that the Data is free from errors, omissions or other inaccuracies. The Purchaser agrees to release the Institute from all liability and indemnify the Institute from all costs, losses, damages and claims arising in tort, contract, equity or any other basis relating to the accuracy of the Data.
2. The Institute also makes no representations or provides any warranties that the electronic format in which the Data is supplied is compatible with the Purchaser's computer equipment (including hardware and software) and that the Data supplied will be free from infections, viruses or destructive codes, notwithstanding the Institute's best efforts to ensure that any such infections, viruses or destructive codes are not contained with the electronic format used to supply the Data.
3. The Purchaser agrees to release the Institute from all liability and indemnify the Institute from all costs, damages and claims arising in tort, contract, equity or any other basis relating to supplying the Data in an electronic format.
4. The Purchaser also acknowledges that the Institute may require the amendment, correction and/or deletion of Data, previously supplied to the Purchaser. Any such requests by the Institute to modify the Data shall be in writing and forwarded to the Purchaser by post, facsimile or electronic mail. The Purchaser shall within 5 working days of receiving the Institute's request to modify the Data provide written confirmation to the Institute that all required amendments, corrections and/or deletions have been completed (included for the benefit of LINZ).
5. The Institute shall not be liable for any losses, costs and liabilities sustained and incurred by the Purchaser arising from any requirement to modify the Data, or any losses, costs and liabilities arising from the Purchaser's failure to comply with the Institute's request for modification of the Data.
6. In the event that any exclusion of the Institute's liability set out in this Agreement is inapplicable or held unenforceable, the Institute's liability under or in connection with this Agreement, or arising out of any use, reproduction, amendment or deletion of the Data, whether that liability arises in tort, contract, equity or on any other basis, shall be limited to the (GST exclusive) fees paid by the Purchaser for the Data which gives rise to the said loss or damage.