



Issued by:

Ground Stability Reports Office, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG  
Website: [www.groundstability.com](http://www.groundstability.com) - Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

The Coal Authority  
200 Lichfield Lane  
Mansfield  
Nottinghamshire  
NG18 4RG

Person dealing with this matter: Joe Dearden  
Our reference: 00521219-06  
Your reference: ABC987xzy  
Electronic reference: 010101010  
RRUID:000000290206002  
Date of your enquiry: 29 February 2006  
Date we received your enquiry: 29 February 2006  
Date of issue: 29 February 2006

**SAMPLE RESIDENTIAL GSR ON COALFIELD**

This report is for the property described in the address below and the attached plan. The report is issued subject to the terms and conditions attached, which you are strongly advised to read.

**Ground stability report**

**18 Any Street, Any Town, Any Where, AA1 1AA**

This report is based on and limited to the records held by the Coal Authority, the records and geological interpretation of The British Geological Survey (BGS), and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

This table summarises whether the following conditions that may affect the ground stability at the location above are present. A fuller explanation of the condition and its potential to result in ground movement are given below.

Coal mining	Yes
Shrinkable clay	Yes
Running sand	Yes
Compressible deposits	No
Collapsible deposits	No
Landslide potential	Yes
Soluble rocks	No
Brine Extraction	No

**Information from the Coal Authority**

**Underground Coal Mining**

**Past**

The property is in the likely zone of influence from workings in three seams of coal. The seams are at between 60 metres to 360 metres depth, and were last worked in 1900.

Any ground movement from these coal workings should have stopped by now.

However, the property is in an area where the Coal Authority believes there is coal at or close to the surface. This coal may have been worked at some time in the past.

## **Present**

The property is not in the likely zone of influence of any present underground coal workings.

## **Future**

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

There is coal in the local area which could be worked at some time in the future. However, it is unlikely that the coal will be worked.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

## **Mine entries**

There are no known coal mine shafts or adits within the property or within 20 metres of the boundary of the property.

## **Coal-mining geology**

At the surface there are no known faults or other lines of weakness due to coal mining that have made the property unstable.

## **Opencast coal mining**

### **Past**

The property is within the boundary of an opencast site from which coal has been removed by opencast methods.

### **Present**

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

### **Future**

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

## **Coal-mining subsidence**

The Coal Authority has not received a damage notice or claim for the property since 1 January 1984.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority has not received a request to carry out preventive work before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

### **Mine gas**

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

### **Hazards related to coal mining**

The Coal Authority has not carried out any work under their Emergency Surface Hazard Call Out procedures within the boundary of the property.

### **Comments on Coal Authority information**

Where development proposals are being considered technical advice should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs, or interferes with any coal seam or working without the permission of Coal Authority.

### ***Information from the British Geological Survey on potential for natural ground movement***

#### **Shrinkable Clay**

The property is in an area underlain by clay. Clay can swell or shrink if the moisture content changes.

However, the clay deposits in this area are considered to be mainly "low plasticity". This means it is unlikely that they will lead to ground movement.

#### **Running sand**

The property is in an area underlain by sand. Some sands, if voids are present, may flow if they come into contact with water.

However, the sand deposits in this area are unlikely to lead to ground movement unless substantial changes are made to the ground.

#### **Deposits which could compress**

The property is not in an area underlain by deposits which could be compressed and cause ground movement.

#### **Deposits which could collapse**

The property is not in an area underlain by deposits which could collapse and cause ground movement.

#### **Natural landslide activity**

The property is in an area where the local geology and steepness of slope could combine to create the likelihood of landslide activity.

However, landslide activity is unlikely to occur.

## Soluble rocks

The property is not in an area underlain by soluble rocks.

## Comments on the British Geological Survey information

These features should not necessarily give cause for concern.

Whether or not a property is affected by ground movement can depend on a number of factors such as its age, type of construction, and on its surroundings and such matters as drainage and nearby trees.

Since 1992 buildings should have been designed and constructed according to buildings regulations to ensure natural ground movement will not cause damage to a building.

However, you should consider the possible consequences and take specialist advice before you:

- carry out any building or excavation work;
- alter the ground surface or drainage of surface or ground water; or
- plant or remove large shrubs or trees.

Ground movement can cause uneven damage or subsidence to a property.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

If you own the property and it is damaged by ground movement: You should contact your insurance company and any one else who has an interest in the property, for example, the mortgage lender.

If you are considering buying the property and BGS has identified that ground movement could occur, you should tell your professional advisers.

## *Information from Cheshire Brine Subsidence Compensation Board records*

The property is not in the Cheshire Brine Compensation District prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952 and no entries were found in the Boards records.

## *Additional remarks*

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority, British Geological Survey and the Cheshire Brine Subsidence Compensation Board's Terms and Conditions 2006. These are available to view at [www.groundstability.com](http://www.groundstability.com) or by contacting the Coal Authority's customer service team on 0845 762 6848 or by email to [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk). These terms and conditions apply regardless of the method used to order and receive reports. The report is compliant with Home Information Pack and Purchaser Information Pack requirements.

The Coal Authority and British Geological Survey own the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a ground stability report for you, this does not mean that copyright and any other rights will pass to you. However you can use the report for your own purposes.

To the best of our knowledge and belief, the Coal Authority, British Geological Survey and the Cheshire Brine Subsidence Compensation Board, as provider of the search report, are not aware of

any connection, either personal or financial, with any other person involved in the sale of the subject property.

Ordnance Survey (OS) is carrying out a Positional Accuracy Improvement Programme to make sure that the maps it produces are accurate. We have no control over when Ordnance Survey will provide the new maps or over who will use the information. In some cases, the position of surface features and coal-mining features on the map may change because of this programme. We will update our database in line with Ordnance Survey's improved maps. However, at the moment we are producing mining reports using Ordnance Survey's maps from before the improvement programme.

Where this report is for a residential property, insurance is included to cover any loss in property value caused by any adverse changes in the information contained within a subsequent report issued against this property. Please see the attached Certificate of Insurance for the terms and conditions of this insurance. This insurance does not apply to non-residential property.

#### Complaints procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact the Coal Authority's Customer Service Team, 200 Lichfield Lane, Mansfield, Nottingham, NG18 4RG  
Telephone: 0845 762 6848  
Fax: 01623 637 338  
Email: [miningreports@coal.gov.uk](mailto:miningreports@coal.gov.uk).

Please quote the property search reference number.

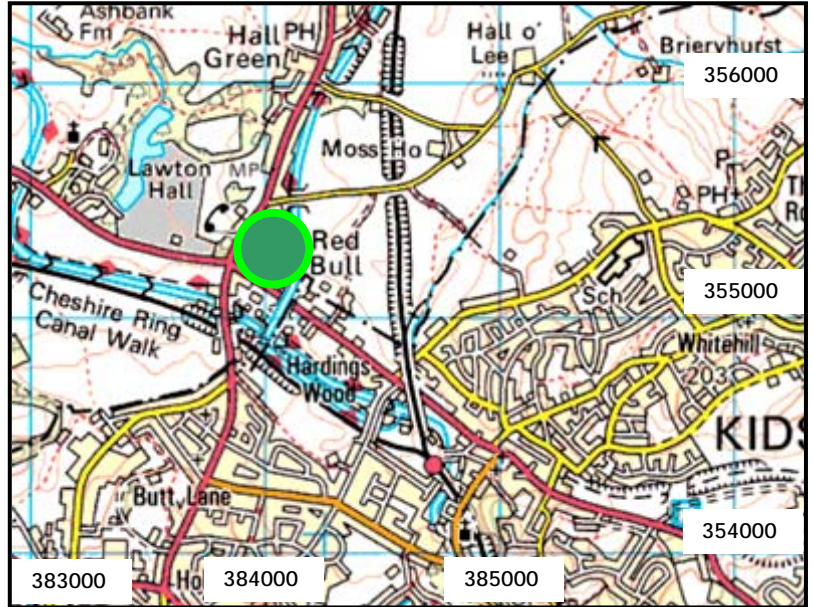
If the matter is not resolved to your satisfaction, please write to us at: Ground Stability Reports, 200 Lichfield Lane, Mansfield, Nottingham, NG18 4RG.

You may also have a right to referral to the Parliamentary Ombudsman who can be contacted on 0845 015 4033  
or by email at [phso.enquiries@ombudsman.org.uk](mailto:phso.enquiries@ombudsman.org.uk)  
or make a complaint online at [www.ombudsman.org.uk](http://www.ombudsman.org.uk)  
or by fax on 020 7217 4000  
or write to:  
The Parliamentary Ombudsman  
Millbank Tower  
Millbank  
London  
SW1P 4QP

*Location map*



Approximate position of property



*Enquiry boundary*

Crown copyright

These maps are reproduced from the Ordnance Survey material by the Coal Authority (or division thereof) with the permission of the controller of Her Majesty's Stationery Office. Crown Copyright. Unauthorised reproduction infringes Crown Copyright and may lead to prosecution or civil proceedings. Licence number: 100020315.

These plans show the location and boundaries of the property this report is for. You are responsible for making sure that the boundaries shown are correct.

Key

Approximate position of enquiry boundary shown



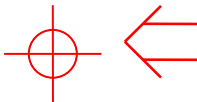
Coal mining subsidence claim boundary shown



Coal-mining faults, fissures and breaklines shown



Disused Mineshaft or Adit



## Policy Summary – Ground Stability Report Insurance

**This is a summary of the significant features, benefits and limitations of the cover provided by the ground stability report policy of insurance. The full terms, conditions and exclusions are shown in the policy document.**

The ground stability report policy has been devised and arranged by Tyser & Co. Ltd – Insurance Brokers.

In this summary:-

**You/your** means the person insured by the policy. You may be:

- the person who asked for the ground stability report in connection with their purchase of the property (and their mortgagee);
- the person who purchased the property (and their mortgagee), if the person selling the property has asked for a ground stability report for your benefit as part of a sellers' pack, Home Information Pack, or if the property has been purchased by way of auction;
- the owner of the property (and their mortgagee) if you are remortgaging the property or if you choose to obtain a ground stability report.

**We/us** means the insurer, Groupama Insurance Company Limited. Registered Office: Groupama House, 24-26 Minories, London EC3N 1DE. Authorised and regulated by the Financial Services Authority.

**TCA** means The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG. They are responsible for producing the ground stability report, issuing the policy, collecting premiums and declaring the existence of the policy to us.

**Administrator** means Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR. Authorised and regulated by the Financial Services Authority.

### Type of insurance and cover provided by the policy

- a. This policy is evidenced by the policy that is attached to the ground stability report provided by The Coal Authority in respect of a ground stability search carried out against your property.
- b. Where a ground stability report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a remortgage or where the existing owner chooses to obtain a ground stability report, cover is provided for the benefit of the owner and their lender.
- c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent ground stability report which were not revealed by the original report to which the policy was attached.

### Significant features or benefits under the policy and the term/duration of the policy

- a. Cover is provided for loss that you suffer up to an amount of £50,000.00 or 25% of the value of your property, whichever is the lower.
- b. For the purposes of the policy loss includes:-
  - (i) any reduction in the market value of the property caused only and directly by any changes in the information revealed in the subsequent ground stability report compiled against the property; and
  - (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.
- c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property or 25 years (whichever happens sooner), or if you are the lender, the mortgage has been paid off.
- d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, we may agree that the benefits can pass to your estate and beneficiaries.

### Significant or unusual Exclusions or Conditions under the policy

- a. Full details can be found in the Cover and Exclusions sections of the policy.
- b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
- c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in England or Wales.
- d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
- e. The policy does not cover you for any loss in relation to any matter revealed in the ground stability report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

### Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to Legal & Contingency Limited at 19-21 Great Tower Street, London, EC3R 5AR enclosing a copy of the policy together with a copy of the original ground stability report to which the policy was attached and also a copy of the subsequent ground stability report. Please be aware of Conditions 3, 4 and 5 of the policy.

### Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should contact Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR or DX: 843 London/City Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the details of the policy (surname and initials, policy number, Property address etc). If the matter is not resolved to your satisfaction, please write to the Insurer at: Groupama Insurance Company Limited, Groupama House, 24-26 Minories, London EC3N 1DE

You may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Financial Service Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. If the Insurer is unable to meet its obligations under this Policy the Insured may be entitled to compensation. You may contact the FSCS on 020 7892 7300 for further details.

### How we will use your data

Legal & Contingency Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

Policy number:

Report reference number: 00521219-06



Dated:

## Ground Stability Report Insurance Policy (SAMPLE ONLY)

Property: 18 Any Street, Any Town, Any Where, AA1 1AA

This Policy attaches to and provides cover in respect of the attached Ground Stability Report. Subject to the terms, conditions and limitations detailed in this Policy.

Signed for and on behalf of the Insurer.



Peter Brocklehurst, Managing Director, Legal & Contingency Limited

### Definitions

Where a word is defined below it shall carry the same meaning wherever it appears in bold text in this Policy.

<b>You/Your</b>	means the person insured by this Policy. <b>You</b> may be: <ul style="list-style-type: none"><li>• the person who asked for the <b>Ground Stability Report</b> in connection with <b>Your</b> purchase of the <b>Property</b> (and <b>Your</b> mortgagee);</li><li>• the person who purchased the <b>Property</b> (and <b>Your</b> mortgagee) if the person selling the <b>Property</b> has asked for a <b>Ground Stability Report</b> for <b>Your</b> benefit as part of a sellers' pack, Home Information Pack or if the <b>Property</b> has been purchased by way of auction;</li><li>• the owner of the <b>Property</b> (and <b>Your</b> mortgagee) if <b>You</b> are remortgaging the <b>Property</b> or if <b>You</b> choose to get a <b>Ground Stability Report</b>.</li></ul>
<b>We/Us/Our</b>	means the Insurer, Groupama Insurance Company Limited. Registered Office: Groupama House, 24-26 Minorities, London EC3N 1DE. Authorised and regulated by the Financial Services Authority.
<b>TCA</b>	means The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire NG18 4RG. TCA are responsible for producing the <b>Ground Stability Report</b> , issuing this Policy, collecting premiums and declaring the existence of this Policy to <b>Us</b> .
<b>Administrator</b>	means Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR. Authorised and regulated by the Financial Services Authority.
<b>Effective Date</b>	means the date of the <b>Ground Stability Report</b> attached to this Policy.
<b>Ground Stability Report</b>	means the attached <b>Ground Stability Report</b> that TCA has prepared for the <b>Property</b> following a search carried out, which provides information compiled from: <ul style="list-style-type: none"><li>• TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits, coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas;</li><li>• the records and geological interpretation of the British Geological Survey in relation to natural subsidence, which for the purposes of this policy only includes the effect of swelling and shrinking clay, running sand, soluble rocks, collapsible and compressible materials and landslide; and</li><li>• the records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.</li></ul>
<b>Limit of indemnity</b>	means an amount of £50,000.00 or 25% of the <b>Market Value</b> of the <b>Property</b> prior to the date of the subsequent ground stability report which gives rise to the claim, whichever is the lower.
<b>Market Value</b>	means the value set by a <b>Surveyor</b> who <b>You</b> and <b>We</b> have agreed to appoint (or, if we could not agree, who an arbitrator has appointed). <b>We</b> would normally suggest using the district valuer from <b>Your</b> local valuation office agency.
<b>Period of Insurance</b>	means the period from the <b>Effective Date</b> until: <ul style="list-style-type: none"><li>• <b>You</b> sell the <b>Property</b> or 25 years, whichever happens sooner; or</li><li>• the mortgage is paid off, if <b>You</b> are the mortgagee.</li></ul>
<b>Premium</b>	means the total amount of £3.95 paid in consideration of the cover that <b>We</b> provide under this Policy representing £3.76 plus insurance premium tax of £0.19p.
<b>Property</b>	means the property, the address of which appears at the top of this Policy, for which TCA have provided the attached <b>Ground Stability Report</b> .
<b>Surveyor</b>	means a person <b>We</b> have approved who has one or more of the following qualifications: FRICS or MRICS.

### Cover

As long as TCA has collected the Premium, We will cover You up to the Limit of Indemnity for all claims made during the Period of Insurance for loss You suffer.

In this Policy, loss means:

- the reduction in the **Market Value** of **Your** interest in the **Property** caused only and directly by any changes in the information revealed in a subsequent ground stability report which was not revealed in the **Ground Stability Report** attached to this Policy which was carried out on the **Effective Date**. Such reduction in **Market Value** to be calculated at the date of the subsequent ground stability report; and

- all other costs and expenses incurred which We have agreed, in writing, to cover.

## Exclusions

1. We will not pay more than the **Limit of Indemnity** in total for any reduction in **Market Value** of **Your** interest in the **Property** and costs and expenses covered by this Policy. **You** cannot claim the benefit of more than one policy provided by **Us** in this form in relation to the **Property**.
2. We will not be responsible for any loss **You** might suffer:
  - (i) if at the date of the claim you are not the legal or beneficial owner of the **Property**;
  - (ii) if the **Property** is not a single private home in the United Kingdom which is used only for residential purposes.
  - (iii) in relation to the loss of a transaction for the sale or for the purchase of the **Property** nor for any costs incurred by **You** in relation to the loss of such transaction;
  - (iv) in respect of structural or other physical damage caused to the **Property** by subsidence, flooding or otherwise.

For the avoidance of doubt, this Policy does not provide buildings or contents insurance cover.
3. We will not be responsible for any loss which happens as a result of:
  - (i) an entry on any subsequent ground stability report after the **Effective Date**, if this entry also appears on the attached **Ground Stability Report**;
  - (ii) any problem revealed by the first ground stability report after the **Effective Date** if **You** or **Your** legal representatives knew about the problem on or before the **Effective Date**;
  - (iii) any change to the enquiries answered in the **Ground Stability Report**, made after the **Effective Date** which affects this Policy if **We** would not have been responsible for the loss before the legislation or changes;
  - (iv) any change in the interpretation of the data upon which the **Ground Stability Report** was produced, provided that such data remains unaltered.
4. We will not be responsible for any loss which TCA, the British Geological Survey or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

## Conditions

1. The laws of England and Wales apply to this Policy.
2. **You** cannot transfer the benefits of this Policy to anyone else. However, if **You** die during the **Period of Insurance**, **We** agree that the benefits will pass to **Your** estate and beneficiaries.
3. If **You** receive information about any claim, loss or incident which **We** may be responsible for under this insurance, **You** must contact the **Administrator** as soon as possible with full details, including a copy of the original **Ground Stability Report**, this Policy, and the ground stability report that reveals a problem.
4. If there is any claim under this Policy which is also covered by any other insurance, **We** will not pay more than **Our** share of the claim and any costs and expenses connected with it.
5. **You** agree to do and permit to be done all things that **We** consider necessary to minimise loss under this Policy. **We** will be responsible for any expenses incurred in connection with this condition.
6. **You** must not make any offer, promise or payment or incur any costs or expenses unless **We** have agreed, in writing, to cover these costs and expenses.
7. If **You** deliberately make a false claim, **We** will cancel this Policy and will not make any payment for the claim.
8. If there is a claim under this Policy, **We** have the right to instruct a **Surveyor** to assess the **Market Value** of the **Property**.

## Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to the **Administrator**, Legal & Contingency Limited at 19-21 Great Tower Street, London, EC3R 5AR enclosing a copy of this Policy together with a copy of the original **Ground Stability Report** that is attached to it and a copy of the subsequent ground stability report that reveals the problem. Please be aware of the Conditions of this Policy.

## Complaints Procedure

**We** aim to provide an excellent service. If **You** have any cause for complaint **You** should, in the first instance, contact the **Administrator**, Legal & Contingency Limited, 19-21 Great Tower Street, London EC3R 5AR Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the details of the Policy (type of policy, surname and initials, policy number, property address etc).

If the matter is not resolved to **Your** satisfaction, please write to **Us** at: Groupama Insurance Company Limited, Groupama House, 24-26 Minorities, London EC3N 1DE

**You** may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** obligations under this Policy **You** may be entitled to compensation. **You** may contact the FSCS on 020 7892 7300 for further details.

## How we will use your data

Legal & Contingency Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for **Us** to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, and to prevent and detect fraud, **We** may share information **You** give **Us** with other organisations and public bodies, who access and update various databases, including those held by the Police. If **You** give us false or inaccurate information and **We** suspect fraud, **We** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **We** access or contribute to, on request.

# Terms and conditions for the provision of ground stability reports

## Definitions

In these Terms the following words have the following meanings:

“**BGS**” means the British Geological Survey of Kingsley Dunham Centre, Keyworth, Nottingham, NG12 5GG, a component organisation of the Natural Environment Research Council;

“**CA**” means the Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG;

“**Customer**” means the person, firm or company placing the Order, either on its own behalf as User or as agent for a User;

“**Guidance**” means the relevant current version of the Guidance Notes and User Guide for the Report, available on request and displayed on the Website;

“**Order**” means any request for a Report made by the Customer;

“**Property**” means the address or location specified by the Customer in the Order;

“**Report**” means a ground stability report (in printed, electronic or any other form) which combines information on coal mining, brine subsidence claims and natural ground movement which has been prepared by CA in respect of the Property using data from, amongst others, the Suppliers and to which these Terms apply;

“**Supplier(s)**” means all or any of CA and/or BGS;

“**these Terms**” means these terms and conditions, incorporating the Guidance (if and to the extent of any conflict between these Terms and the Guidance, the provisions of these Terms will prevail);

“**User(s)**” means the person or persons so described in Clause 15; and

“**Website**” means CA’s website for the provision of the Reports service (currently [www.groundstability.com](http://www.groundstability.com)).

## Terms

1. These Terms apply to the provision of Reports by CA to the Customer and/or the User.
2. The Customer and the User agree that the placing of an Order indicates their acceptance of these Terms.
3. These Terms shall apply to the exclusion of all other terms and conditions.
4. CA reserves the right to change these Terms from time to time with immediate effect and without prior notice. Any changes to these Terms will be displayed on the Website. Placement of Orders after any such variation will be deemed to be an acceptance of these Terms as amended in respect of Reports which are provided in response to Orders placed after the variation is made.
5. Where the Customer is acting as an agent for a User, the Customer will provide a copy of the Report and these Terms to the User.

## Limitations of the report

### General

6. The Report is prepared with due skill and care, but has a number of limitations which are set out in these Terms which the Customer and the User acknowledge and accept when relying on it.

### Sources of Information

7. The Report has been prepared by CA using information held by CA, together with information supplied to it by BGS. The Report is based on, and is limited to:

- a) the specific features identified in the Report, as more particularly described in the Guidance; and
- b) each Supplier’s interpretation of the records it holds relating to the particular features for which the Report states that the Supplier is responsible (and, in the case of information from BGS, as provided to CA) at the time the Report is prepared.

The Customer and the User therefore acknowledge and agree that the records used to prepare the Report do not represent an exhaustive or comprehensive list of all records that may exist or may be available for the Property (see further Clause 8). The Customer and the User also acknowledge that no physical inspection of the Property has or will be carried out in the preparation of the Report.

8. Without prejudice to the generality of Clause 7:

- a) information from CA is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types mining, which is not searched as part of the Report;
- b) information from BGS relates solely to the following six natural ground stability hazards: shrinkable clay; running sand; compressible deposits;

collapsible deposits; landslide activity; and soluble rocks. It does not cover any other geological hazards, or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the Property which are not searched as part of the Report and consequently the Report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the Property; and

- c) information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale. The Customer and the User therefore acknowledge that BGS may be able to provide a more specific and detailed interpretation relating to the geological conditions and ground stability at the Property than that which is included in the Report. A more detailed interpretation is available via the BGS GeoReports service on BGS’s website [www.bgs.ac.uk](http://www.bgs.ac.uk).
9. The information from the Suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the Suppliers by third parties, which may not have been subject to any verification or other quality control process.
  10. Raw data used to prepare the Reports may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected, where possible, to quality control to ensure reliability, some raw data may have been processed without human intervention and may in consequence contain undetected errors.
  11. The records available to the Suppliers are constantly being updated. The Suppliers cannot be responsible to the Customer or Users for any changes in the information on which the Report is based which occur after the date on which the Report is prepared. Where this Report is for a residential property, insurance is included to cover loss in property value caused and arising from these circumstances. The Report includes a policy and key facts summary which outlines the significant features, benefits and limitations of the cover provided. The full terms, conditions and exclusions are shown in the policy document.

## Maps

12. The Customer and the User must take all reasonable steps to check that the details in the Order are correct and that the Report provided by CA has been prepared for the correct location and property type, and that the boundaries of the Property as shown in the Report’s plan correspond with those of the Property. Any discrepancies between the Order and the Report must be notified to the CA within 28 days after the issue date of the Report and CA will, in the case of error by CA, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.
13. The Property has been located using Ordnance Survey (“OS”) mapping. The Suppliers do not warrant that the OS information is complete or accurate and accept no liability for the plotted position of the Property as shown on OS maps. Further, the relative position between surface features and coal mining and other geological features may differ between OS maps and the Suppliers’ maps used to prepare the Report, depending upon when the Suppliers’ maps were prepared.
14. The plan or plans accompanying the Report must not be enlarged otherwise the accuracy will be affected.

## Reliance on the report

### Who may rely on the Report

15. Only the following persons (“Users”) may rely on the Report:
  - a) the owner of the Property at the time the Report is prepared;
  - b) any purchaser of the whole of the Property from the owner described in a above; and
  - c) any person who provides funding to the persons in a or b above which is secured on the whole of the Property.

Such reliance will be subject to the provisions of Clauses 17 and 24 to 28 (inclusive).

### Extent of Reliance

16. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.

17. Customers or Users may not act in reliance upon the Report (either by purchasing the Property, providing funding secured on the Property or carrying out any works on or affecting the Property) more than ninety (90) days after its date of issue.
18. The Report gives an indication of whether ground movement *could* occur at the Property. This does not necessarily mean that the Property is or will be affected by ground instability. Such an assessment can only be made by inspection of the Property by a qualified professional, such as a surveyor or engineer. The Report **DOES NOT** therefore:
  - a) include any information or warranty relating to the actual state, or the structural or other condition, of the Property;
  - b) determine the saleability or value, or the safety, of the Property;
  - c) indicate the suitability of the Property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work); or
  - d) act as a substitute for any physical inspection, specialist interpretations and/or professional advice.
19. No representations, warranties or terms (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are given in relation to the Report unless they are expressly set out in these Terms, save to the extent that such terms cannot be excluded by law.
25. The Report has been prepared specifically for the Property, and on the basis of the property type specified in the Order. Under no circumstances will the Suppliers be liable if a Report is relied on for any other property, or if a Report on a residential property is used for a non-residential or commercial property or for the development of the Property, and vice versa.
26. Except in the circumstances described in Clause 28 the total liability of the Suppliers to the Customer and the User arising from an error in the Report caused by negligence, breach of contract or in any other way will be limited to:
  - a) the reasonable costs of carrying out necessary remedial work on the Property reasonably promptly; or
  - b) the difference between the true market value of the Property and the market value of the Property on the basis of the Report at the time of reliance on the Report in accordance with these Terms.
27. Except in the circumstances described in Clause 28 or to the extent that a Supplier is found to be liable for the losses described in Clause 26 (a) or (b) arising from an error in the Report, the Supplier will not be liable to the Customer or the User for: loss of business, goodwill, profits or savings, loss of use or opportunity, lost or wasted staff time or for any indirect or consequential loss (whether arising from negligence, breach of contract or in any other way) even if the Customer or User was advised of or knew of the likelihood of that loss or type of loss arising.
28. Nothing in these Terms excludes or limits the liability of the Suppliers for death or personal injury caused by their negligence, or for fraud.

### Use of the report

20. The Customer and the User acknowledge that the Report is confidential and that it is intended for the purposes of the User only. Accordingly the Customer and the User agree that they are permitted to use and copy the Report for these purposes only.
21. The Customer and the User (or any person who is provided with a copy of the Report) will not:
  - a) remove, obliterate or alter any trade mark or any copyright or other proprietary notice which is contained in the Report;
  - b) reformat or otherwise change, add to or enhance the Report, or combine it with or incorporate it into any other information, data or materials; or
  - c) create any product which is derived directly or indirectly from the data contained in the Report; or
  - d) resell the Report (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) unless this has been specifically authorised in writing by CA.
22. The copyright and all other intellectual property rights in the Report will remain the property of the Suppliers or other third parties (as appropriate). Neither the Customer nor the User will acquire any rights in respect of the Report other than as expressly provided in these Terms.

### Events beyond the suppliers control

23. A Supplier will not be liable to the Customer or the User for any delay or failure in performance of its obligations which result from circumstances beyond its reasonable control (including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, war, hostilities, riot, acts of terrorism, failure or shortage of power supplies, telecommunications or processing failure or computer malfunction) or the acts or omissions of any person for which a Supplier is not legally responsible.

### Liability

24. The Report has been prepared for the Property on the basis of information on the Property's location and type provided by the Customer and/or the User, and consequently the Suppliers exclude all liability which may arise from any errors or omissions in the information so provided or from any failure to check for discrepancies pursuant to Clause 12.

### General

29. The headings in these Terms are for ease of reference only and do not affect their interpretation or construction.
30. Use of the singular includes the plural and vice versa, and use of any gender includes the other genders.
31. The benefit of these Terms cannot be assigned or transferred by the Customer or the User without the Suppliers' prior written consent. The Suppliers may assign any or all of their rights and obligations under these Terms without prior notice.
32. These Terms (together with the Order and the Guidance) represent the entire agreement relating to the supply of the Report and the relationship which that supply creates between the Suppliers and Customers and Users. No prior statement, representation or arrangement of any nature (whether written or oral) will add to, vary or waive terms of this agreement and the Customer and the User acknowledge that they have not relied on any statement or representation made by or on behalf of CA or any other Supplier in agreeing to enter into this agreement. Nothing in this Clause 32 will operate to limit or exclude liability for fraud.
33. The illegality or invalidity of any part of these Terms will not affect the legality or validity of the remainder of these Terms.
34. Except to the extent that these Terms confer benefits on the Suppliers and the Users, no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999.
35. To ensure compliance with Home Information Pack and Purchaser Information Pack regulations, should the enquirer or user of the search believe there to be any personal or financial connection between the Coal Authority and the British Geological Survey as provider of this ground stability report, and any other person involved in the sale of the subject property, they should make this known to us.
36. These Terms are governed by English law. The English courts (where the Property is situated in England or Wales) and the Scottish courts (where the Property is situated in Scotland) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with them.

**THESE TERMS ARE AVAILABLE IN LARGER PRINT FOR THOSE WITH IMPAIRED VISION OR AT [WWW.GROUNDSTABILITY.COM](http://WWW.GROUNDSTABILITY.COM)**