

Certificate

This Certificate is issued in respect of the Homecheck Professional Report 4380961_1 dated 15/06/2004 for the property described as:

Sample House
1 The High Street
Newtown
Axx 1xx

Your Reference: Sample_HCP

Contaminated Land Assessment

RPS certifies that the level of environmental risk identified in the Homecheck Professional Report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Lending Assessment

As the subject property has received a Certificate, it is the opinion of RPS that "contaminated land" issues should not have a significant impact on the security of the property for normal lending purposes.

Other Matters

Whilst outside the scope of Part IIA of the Environmental Protection Act 1990, and this Certificate, it should also be noted that the following additional environmental factors have been identified within the Report:

Natural Subsidence: The report is in an area of natural subsidence. It is recommended that a surveyor is consulted. (See Section C.1)

Flood: The site is located within 250 metres of an indicative flood plain. Enquiries should be made to confirm that insurance cover is available for this risk. (See Section D.1)



Signed
Andrew Troup MRICS
Chartered Environmental Surveyor
Director

Dated **15 June 2004**

RPS Consultants Ltd
1 Stamford Street
London
SE1 9NT

This Certificate is based only on the information relating to historical land uses as shown by data sources collected by SITESCOPE Ltd and stated within the Homecheck Professional Report. This Certificate should be read in conjunction with both that Report and the Guide to the RPS Environmental Risk Certificate provided with this Certificate. No physical inspection of the Property has been carried out. This Certificate is subject to our prevailing terms of business as set out in the document entitled SITESCOPE's Terms & Conditions - The Way We Do Business.

Guide to the RPS Environmental Risk Certificate

1 Purpose of the Certificate

The purpose of the RPS Environmental Certificate is to assist the conveyancer in assessing the implications of the environmental risks identified in the Homecheck Professional Report for Residential Property and their possible impact on the security of the property for normal lending purposes. Such risks are identified from ten key recorded environmental datasets which on their own or in combination and subject to their proximity to the subject site could lead to the property being described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

2 Lending Assessment

In addition to the Certificate and to add further clarification to the result of the report, RPS provide an Opinion on whether the potential risk associated with the likelihood of the property being defined as "contaminated land" will have a significant impact on the security of the property for normal lending purposes.

3 Review Procedure

Where a sufficient level of potential risk has been identified within the report such that the property does not immediately receive a Certificate, the report is automatically forwarded to RPS for manual review by a qualified environmental consultant. The outcome of the manual review will either be a Certificate (in the majority of cases) or a detailed report on the outstanding matters that require further information to be obtained and other actions that may be necessary. Where a Certificate is not issued after a review, this does not necessarily mean there is a likelihood of contamination but that further information/action is required before a Certificate can be issued. The review will normally be completed within 2 working days. There is then the choice of instructing RPS to carry out this further investigation or sourcing the information independently and forwarding it to RPS for further review.

The Certificate is based solely on the ten key recorded environmental datasets defined below and as detailed in the Homecheck Professional Report and is **NOT** based on any physical inspection of the site or condition of the land. Whilst Sitescope uses the best available public sources of information to identify possible risks and sources of land use, Sitescope does not warrant that all potentially contaminative land uses or features whether past or current will be identified in the Homecheck Professional Report using these sources. Where sufficient risk is identified in the Homecheck Professional Report for Residential Property it does not necessarily mean that a property will be designated as contaminated land or a special site. Such designation is the responsibility of the Local Authority or Environment Agency and requires a detailed inspection to determine whether or not the land actually is contaminated. We recommend that for additional protection insurance cover be obtained. Please contact the Homecheck Professional Environmental Helpline (0870 606 1702) for further details on Land Insurance.

4 Other Matters

Other matters identified in the Homecheck Professional Report, which the conveyancer may wish to bring to the attention of the client, are set out together with appropriate guidance in the "Other Matters" section of the Certificate. These risks are outside the definition of **contaminated land** because they are outside the scope of Part IIA of the Environmental Protection Act 1990.

These risks are:

Flooding, Shallow Mining, Radon Gas, Coal Mining and Natural Subsidence. Where relevant, reference is also made to the report commissioned by DEFRA in relation to the impact on property values caused by their proximity to active landfill sites.

The Certificate **ONLY** applies to residential property, not to commercial/industrial property.

5 Methodology and Scope

The RPS Certificate is based on a risk assessment model designed by RPS specifically for the purpose described above. The model uses details set out in this Homecheck Professional Report to assess the risk from ten key recorded environmental datasets. Using a point allocation system based on the contaminative nature of each land use identified and distance from the search site, the model determines if **sufficient risk** is present. The data used to assess **sufficient risk** is limited to:

1. Landfill sites
2. Waste Treatment sites
3. Part 'A' sites
4. Waste Transfer (including scrap yards)
5. Fuel stations
6. PART 'B' sites
7. Historical Industrial land use
8. Registered COMAH sites
9. Registered NIHHS sites
10. Current Industrial land use

6 Who is RPS?

RPS is part of the RPS Group plc, the largest Environmental Consultancy in Europe with over 2000 staff. As a leading advisor to the financial and property sector on potential environmental liabilities, RPS has developed statistical models to try to ensure that potential environmental liabilities are placed in a suitable risk context. RPS acts as a panel advisor to the majority of UK clearing banks.

7 Other Information

It is not possible to identify from records and historical mapping all contaminative land uses. For example, illegal tipping of poisonous substances by an unknown business or person could result in a remediation notice being issued on the current occupier of the land.

homecheck professional



Environmental Search On Residential Property

Residential Property at

Sample House
1 The High Street
Newtown
Axx 1xx

Grid Reference: 546353E 180113N

Requested by

Landmark Legal Business Unit
Imperial House
21-25 North Road
Bromley
Kent
BR1 1SS

Your Reference: Sample_HCP

Tuesday, 15 June 2004

The Homecheck service is provided by Sitescope Limited - a leading UK provider of property and environmental risk information to lawyers, bankers, surveyors, insurance companies, engineers and other property professionals.

Sitescope is a value added reseller for



**ENVIRONMENT
AGENCY**



Value Added Reseller

The
COAL
AUTHORITY



Introduction

This report is for use by lawyers and other professionals involved in residential conveyancing. It presents information in the following six key areas that are not covered by Standard Enquiries of Local Authorities:

Section A - Enquiries of Statutory Registers

This section of the report sets out information from statutory registers kept by the Environment Agency, local authorities and the Health and Safety Executive. It identifies any nearby industrial processes or installations which might have an environmental impact on the property.

The key areas covered are the existence of landfill and waste management sites, industrial processes regulated by the Environment Agency, the storage of hazardous substances, discharges to air, and industrial installations regulated by the Health and Safety Executive under NIHHS and COMAH Regulations.

Section B - Enquiries Concerning Site History

This section of the report seeks to identify both past and present industrial land use. Its purpose is to identify any land which may have been put to a potentially contaminative use.

Section C - Enquiries Concerning Land Instability

This section concerns coal mining, natural subsidence and mineral extraction, which are the principal cause of insurance claims. It is designed to highlight land instability issues which may affect the value or enjoyment of the property.

Section D - Enquiries Concerning Natural Perils

This section concerns flooding and radon.

Section E - Enquiries Concerning Groundwater

This section of the report sets out the sensitivity of groundwater vulnerability within 500m.

Section F - Enquiries Concerning Other Matters

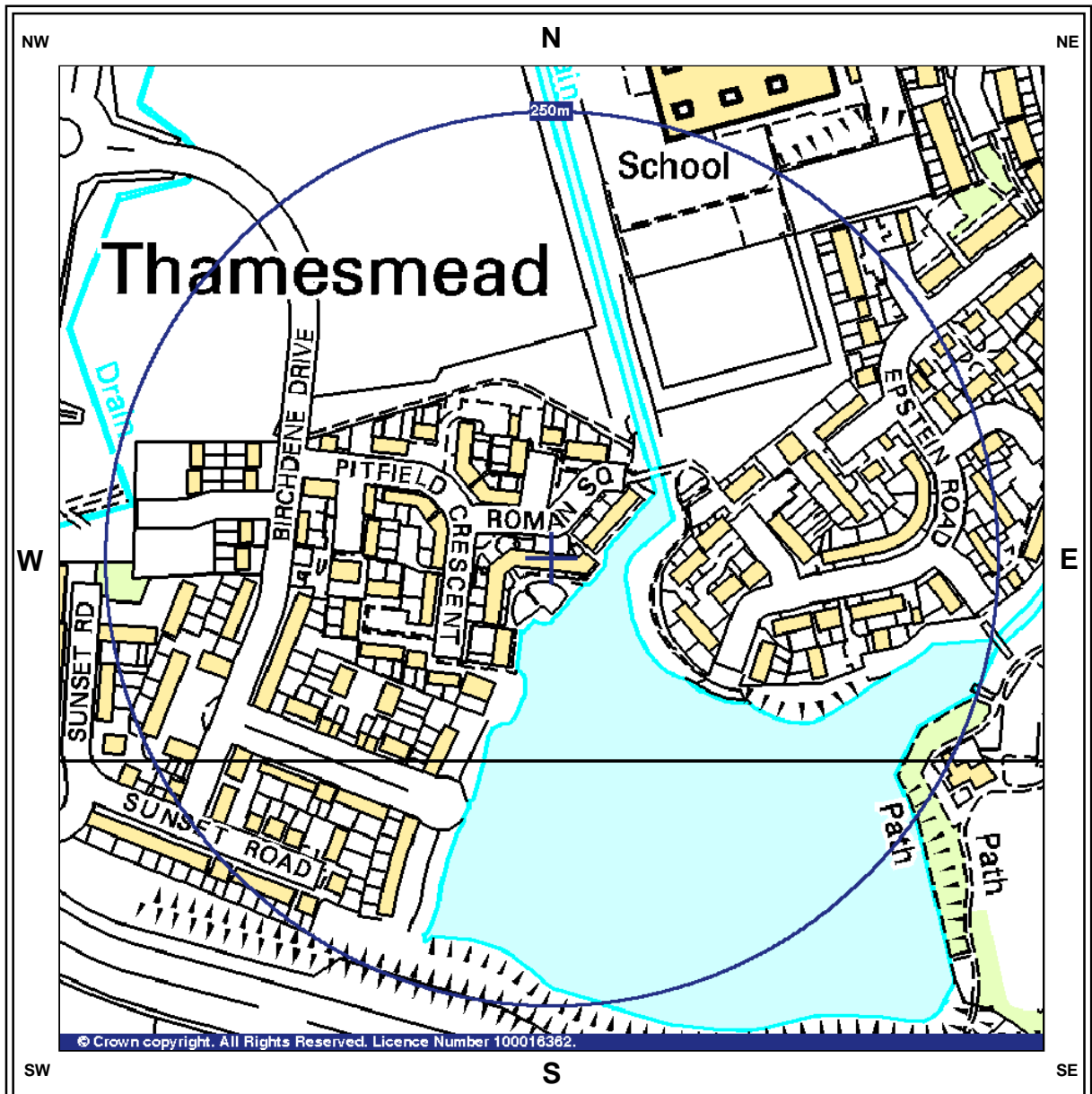
This section concerns Radio Masts for the area in which the property is located.

The Summary section of the report presents enquiries in a familiar and easy-to-understand question and answer format. Where a reply to an enquiry is Yes, further details are given for each question in the Additional Information section of the report.





Unless otherwise stated in the enquiry, the answers cover two search bands, 0-250 metres and 251-500 metres from the property. Contact details for the data providers are given in the Contacts section at the end of this report.


Headnotes

- (1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
- (2) The report is supplied subject to our current standard terms and conditions.
- (3) The search is based on a UK National Grid Reference for the property postcode as determined by the Ordnance Survey Address-Point product. This grid reference represents the centre of the search area and is the point from which all search distances are calculated. The grid reference used is shown on the cover of this report.
- (4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey and Ordnance Survey.
- (5) This report is a search of statutory and non-statutory sources of information which does not include any on-site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
- (6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.
- (7) Homecheck Professional is a service of Sitescope Limited, Imperial House, 21-25 North Street, Bromley, Kent BR1 1SS.



Map Legend

-  Site location
-  250m Search Band
-  Water Feature
-  Building Outline

 Ordnance Survey
Licensed Partner

Search Details

Search address	Sample House 1 The High Street Newtown Axx 1xx
Grid Reference	546353E 180113N
Date of Report	15/6/2004

Section A - Enquiries of Statutory Registers

Enquiry	Reply	
LANDFILL AND WASTE		
Local Authority Landfill Sites		
A.1.1 Are there any Local Authority recorded landfill sites?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
The following list shows if local authorities covering the area of search have made landfill data available.	London Borough of Greenwich - Has supplied landfill data Please refer to the Contacts section for contact information.	
Landfill Sites		
A.1.2 Are there any landfill sites or waste management facilities licensed by the environment Agency under Part II of Environmental Protection Act 1990 or any BGS Recorded Landfill sites?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Waste Transfer		
A.2 Are there any Waste Transfer Sites (including scrapyards) licensed by the environment Agency under Part II of Environmental Protection Act 1990?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Waste Treatment and Disposal		
A.3 Are there any other sites licensed by the environment Agency under Part II of Environmental Protection Act 1990 to treat, keep or dispose of controlled waste?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
REGULATED INDUSTRIES		
Integrated Pollution Control (IPC) Regulations		
A.4 Are there sites authorised by the environment Agency under Part I of the Environmental Protection Act 1990 to carry out processes subject to Integrated Pollution Control (IPC)?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Radioactive Substances		
A.5 Are there any sites registered by environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Storage of Hazardous Substances		
A.6 Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No

Section A - Enquiries of Statutory Registers

Enquiry	Reply	
Storage of Dangerous Substances		
A.7 Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the Notification of Installations Handling Hazardous Substances (NIHHS) Regulations 1982?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Control of Major Accident Hazards		
A.8 Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
AIR		
Emissions to Air		
A.9 Are there any sites subject to local air pollution control (LAAPC) under Part I of the Environmental Protection Act 1990?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
WATER ABSTRACTION AND DISCHARGES		
Abstraction Licences		
A.10 Are any sites licensed to abstract water by the environment Agency in accordance with the Water Resources Act 1991?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No
Discharges to Water		
A.11 Are there any authorisations issued by the environment Agency (and its predecessor, the National Rivers Authority) to discharge to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991?	within 0 - 250 metres?	No
	within 251 - 500 metres?	No

Footnotes:

Question A.1 The Licensed Waste Management Facilities including landfill sites have been provided by the relevant environment Agency or Local Authority (where available). At present no complete national dataset exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. The point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. Where the positional accuracy of the site is unclear, a "buffer" zone is constructed around the point to warn of the possible presence of landfill.

Question A.2. The Waste Transfer Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.3. The Waste Treatment and Disposal Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.6 The response to this question is based on data supplied by Local Planning Authorities.

Question A.10 The response to this question is based on details of abstraction licences issued by the relevant Agency.

Question A.11 The response to this question is based on details of consents issued by the relevant environment Agency to discharge to the watercourse.

Section B - Enquiries Concerning Site History**Enquiry****Reply**

LAND USE**Past Industrial Land Use**

B.1 Are there any industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps?

within 0 - 250 metres?

Yes

Please refer to the Additional Information section for details of records found.

Current Industrial Land Use

B.2 Are there any industrial sites (indicating potentially contaminative land use) in Trade Listings?

within 0 - 250 metres?

No

Footnotes:

Question B.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses or potential infilling of land which may have been carried out at a particular location.

The Historical Industrial Land Use data used in this reply is the result of a systematic analysis of 1:10,560 scale Ordnance Survey maps dating from the 1880s, as well as selected 1:10,000 scale Ordnance Survey National Grid Series.

Evidence of past potential contamination and potentially infilled land is drawn from a series of up to six historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

In addition, evidence of Historical Tanks and Energy Facilities has been identified from the location of text on 1:2,500 and 1:1,250 historical Ordnance Survey maps covering a period from 1943-1996.

Question B.2 The reply to this question is based on contaminative industrial uses identified from current published trade directories.

Section C - Enquiries Concerning Land Instability**Enquiry****Reply****SUBSIDENCE****Natural Subsidence Risk**

C.1 What is the risk to the property from natural subsidence?

Moderate-High

Please refer to the Additional Information section for full details of how natural subsidence hazard is broken down into its component hazards, namely swelling clay, landslip, gulls & cambering, ground dissolution and compressible ground. Please refer to the Additional Information section for details of records found.

MINING AND MINERAL EXTRACTION**Shallow Mining**

C.2 What is the risk to the property from shallow mining?

Low

The British Geological Survey has assessed the area of search as having a low likelihood of property damage from subsidence relating to shallow mining. Further action is unlikely to be required. Nevertheless, surveyors should remain aware that locally uncharted mine workings may be present.

Coal Mining Areas

C.3 Is the property in a coal mining area or in an area (without past or present, deep or open-cast, coal mining activity) in which coal bearing strata are known or expected to be present?

No

Mineral Extraction and Quarrying

C.4 Are there sites where quarrying or mineral extraction activity is currently being carried out?

within 0 - 250 metres?

No

within 251 - 500 metres?

No

Footnotes:

Question C.1 This assessment is based on information supplied by the BGS and is based upon their analysis of geological maps, postcode sector geo-hazard analysis and their own extensive local geological knowledge and expertise.

Question C.2 This assessment is based on information supplied by the BGS and takes into account many types of mining in addition to coal, such as ironstone or limestone extraction. Shallow mine workings less than 40 metres below the ground surface are considered to cause a particular subsidence hazard as they can sometimes produce potentially damaging surface collapses. This shallow mining search does not take into account deeper mining, which can be assessed through a Coal Authority mining search described at C.3.

Question C.3 The reply to this question indicates whether it is advisable to obtain a coal mining search from the Coal Authority.

Question C.4 The reply to this question is based upon the BGS compendium of mines, quarries and mineral sites operating commercially in England and Wales since 1993. The original data was compiled by BGS in 1993-94 primarily from BGS records and from information supplied by local authorities, industrial sources and the Valuation Office Agency.

Section D - Enquiries Concerning Natural Perils

Enquiry	Reply
FLOODING	
Flood Risk	
D.1 Is the property in or within 250m of an indicative fluvial and/or tidal floodplain?	Yes Please refer to the Additional Information section for details of records found.
RADON AND RADON PROTECTION MEASURES	
Radon Affected Area	
D.2 Is the property in a radon-affected area as defined by National Radiological Protection Board (NRPB) and if so what percentage of homes are above the action level?	Less than 1% of homes are above the Action Level Whether or not a home actually has a basic or high radon concentration can only be established by having the building tested. The NRPB provides a radon testing service, please refer to the Contacts section of this report.
Radon Protection Measures	
D.3 Is the property in an area where radon protection measures are required for new properties or extensions to existing ones under building regulations BR211?	None

Footnotes:

Question D.1 The replies given in England and Wales are based on the Environment Agency's Indicative Floodplain Map data. Floodplain is defined as all land adjacent to a watercourse over which water flows in the time of flood, or would flow but for the presence of flood defences where they exist. The limits of a floodplain are defined by the peak water level of an appropriate return period event on the watercourse or at the coast. On rivers, this will normally be the greater of the 1 in 100 year return period or the highest known water level. In the coastal areas the 1 in 200 year flood or the highest known flood will be used, whichever is the greater. In both instances where a flood defence exists which protects to a greater standard than those defined, then the floodplain is the area defended to the design water level.

For Scotland flooding information has been provided by the Centre for Ecology and Hydrology. The flooding data have been generated by a generalised technique applied to specific catchments above the tidal limits. However, it is recommended that further enquiries are made of the Scottish Environment Protection Agency or the Local Authority in relation to any local flooding history and the existence of any flood defences.

Question D.2 The NRPB recommends an 'Action Level' of 200 Becquerels per cubic metre. Where more than 1% of houses are estimated to exceed the Action Level the area should be regarded as radon-affected for existing dwellings.

Question D.3 Where it is estimated that the radon concentration in 3% or more of homes exceeds the 'Action Level', protective measures need to be installed in new dwellings (and extensions to existing ones) since 1999. These areas are estimated through a combined analysis of geological data from the British Geological Survey (BGS) and measurement data from the National Radiological Protection Board (NRPB). The dual data system forms the basis for the Building Research Establishment guidance on radon protective measures for new dwellings (BR211, 1999).

Section E - Enquiries Concerning Groundwater**Enquiry****Reply**

GROUNDWATER VULNERABILITY**Groundwater Vulnerability****E.1** Is the property in an area of groundwater vulnerability?**Yes**Please refer to the Additional Information section for details of records found.

SOURCE PROTECTION ZONES**Source Protection Zones****E.2** Is the property in an area of concern around a protected water source?**within 0 - 250 metres?****No****within 251 - 500 metres?****No**

Footnotes:

Question E.1 Groundwater is water stored in underground rocks and strata which provides much of our potable drinking water. The assessment of vulnerability of the groundwater to contamination is based on 1:100,000 scale for England and Wales and 1:625,000 scale for Scotland.

Question E.2 The reply to this question is based upon information provided by the Environment Agency in England and Wales. They represent areas that form the catchments to water supplies that are potentially vulnerable to contamination from polluting activities. The criteria has been assigned to nearly 2000 major groundwater supplies. Different areas have been designated to the groundwater source catchments depending primarily upon the time it would take a pollutant to reach the source. Boreholes and springs, which are the abstraction points for the groundwater, have also been identified.

Section F - Enquiries Concerning Other Matters**Enquiry****Reply**

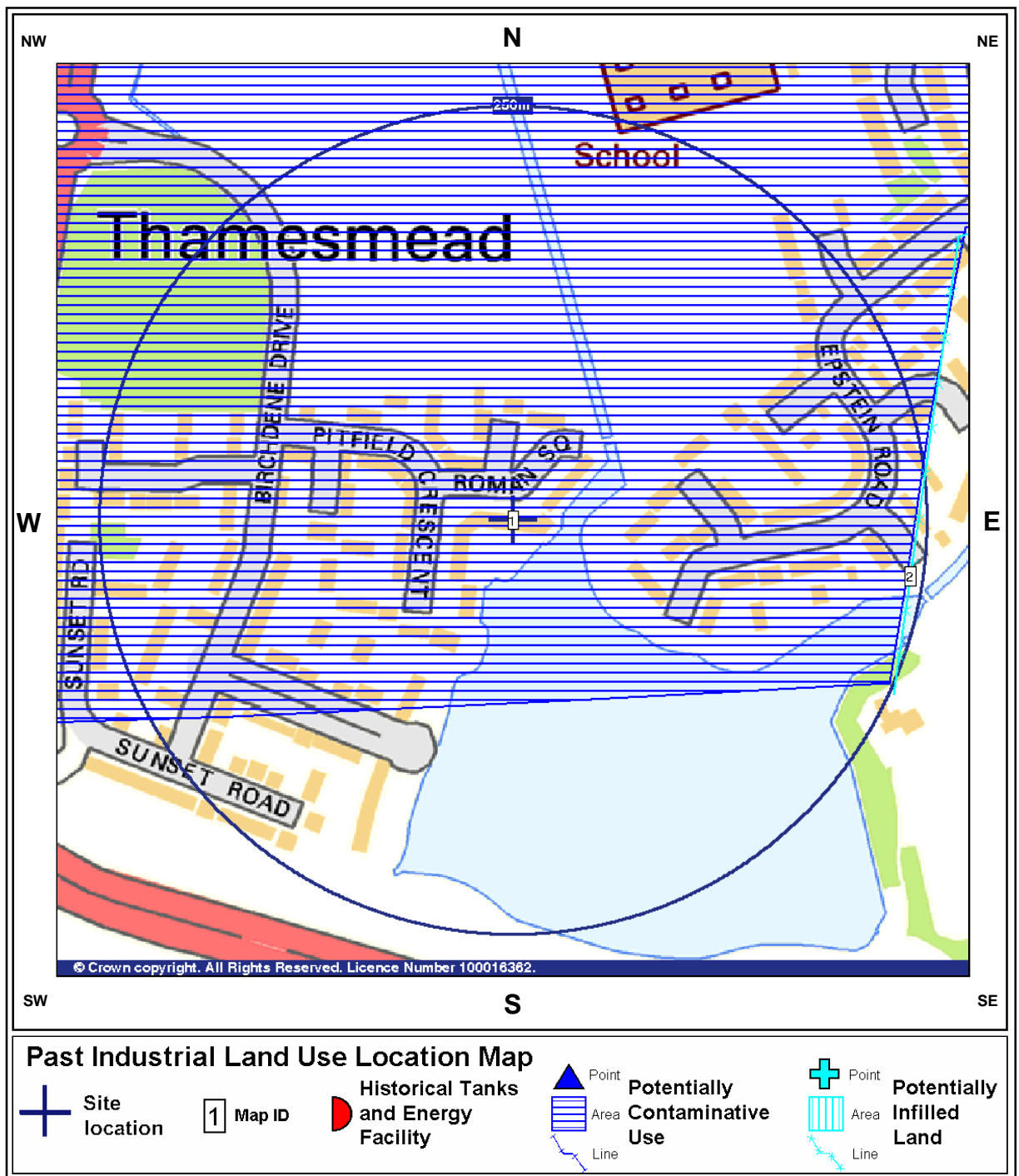
RADIO MASTS**Radio Masts****F.1** Are there radio masts in the area in which the property is situated?**within 0 - 250 metres?****No****within 251 - 500 metres?****No**

Footnotes:

Question F.1 This data is based on data provided by the Radio Communication Agency. The data is the site clearance register of telecommunication masts which are above 30 metres in height and/or with a power level above 17dBW and are not confidential. Both actual and currently proposed sites are included. It should be noted that the radio masts are not necessarily freestanding but might equally consist of an antenna attached to an existing building or other structure.

Section B - Enquiries Concerning Site History

Enquiry No B.1 - Past Industrial Land Use - Records within 0 - 250m



Potentially Contaminative Industrial Uses (Past Land Use)

Map ID	1
<i>Grid Reference</i>	546353E 180113N
<i>Direction</i>	-
<i>Distance</i>	0m
<i>Use:</i>	Military Land
<i>Date of Mapping:</i>	1872-1949

Potentially Infilled Land (Water)

Map ID	2
<i>Grid Reference</i>	546593E 180079N
<i>Direction</i>	East
<i>Distance</i>	243m
<i>Use:</i>	Unknown Filled Ground (Pond, marsh, river, stream,dock etc)
<i>Date of Mapping:</i>	1950

Section C - Enquiries Concerning Land Instability**Enquiry No C.1 - Natural Subsidence Risk - Records within 0 - 250m****Compressible Ground Subsidence Hazards**

Contact Number	1
<i>Grid Reference</i>	546353E 180113N
<i>Direction</i>	-
<i>Distance</i>	0m
<i>Risk:</i>	Moderate-High
<i>Source:</i>	British Geological Survey, Information Services Group

Contact Number	1
<i>Grid Reference</i>	546352E 180033N
<i>Direction</i>	South
<i>Distance</i>	80m
<i>Risk:</i>	Moderate-High
<i>Source:</i>	British Geological Survey, Information Services Group

Ground Dissolution Subsidence Hazards

Contact Number	1
<i>Grid Reference</i>	546353E 180113N
<i>Direction</i>	-
<i>Distance</i>	0m
<i>Risk:</i>	Low
<i>Source:</i>	British Geological Survey, Information Services Group

Contact Number	1
<i>Grid Reference</i>	546353E 180000N
<i>Direction</i>	South
<i>Distance</i>	113m
<i>Risk:</i>	Low
<i>Source:</i>	British Geological Survey, Information Services Group

Gulls And Cambering Subsidence Hazards

<i>Description</i>	No Hazard
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Landslip Subsidence Hazards

<i>Description</i>	No Hazard
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Swelling Clay Subsidence Hazards

<i>Description</i>	No Hazard
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Compressible Ground

Certain types of ground, such as that developed beneath river plains, can contain very soft layers or pockets. These can compress under the weight of overlying structures, such as buildings, resulting in progressive depression of the ground and disturbance of foundations.

Ground Dissolution

Some types of bedrock can contain layers of material that can dissolve within ground water. This can cause underground cavities to develop that, with time, can reach the surface and cause significant ground movement, such as the development of collapse hollows that can directly impinge on buildings.

Gulls and Cambering

Plateau edges above steep landslipped slopes can become unstable and 'bend', or 'camber', downwards causing the ground to develop cracks called 'gulls'. This can cause localised problems for building foundations.

Landslip

Particular types of slopes can become unstable under certain circumstances, causing down-slope movement of the ground and disruption to buildings. A combination of factors, including, amongst others, the rock type, the presence of excess water (natural or relating to man-made activity), the angle of the slope, and construction work (e.g. cuttings or

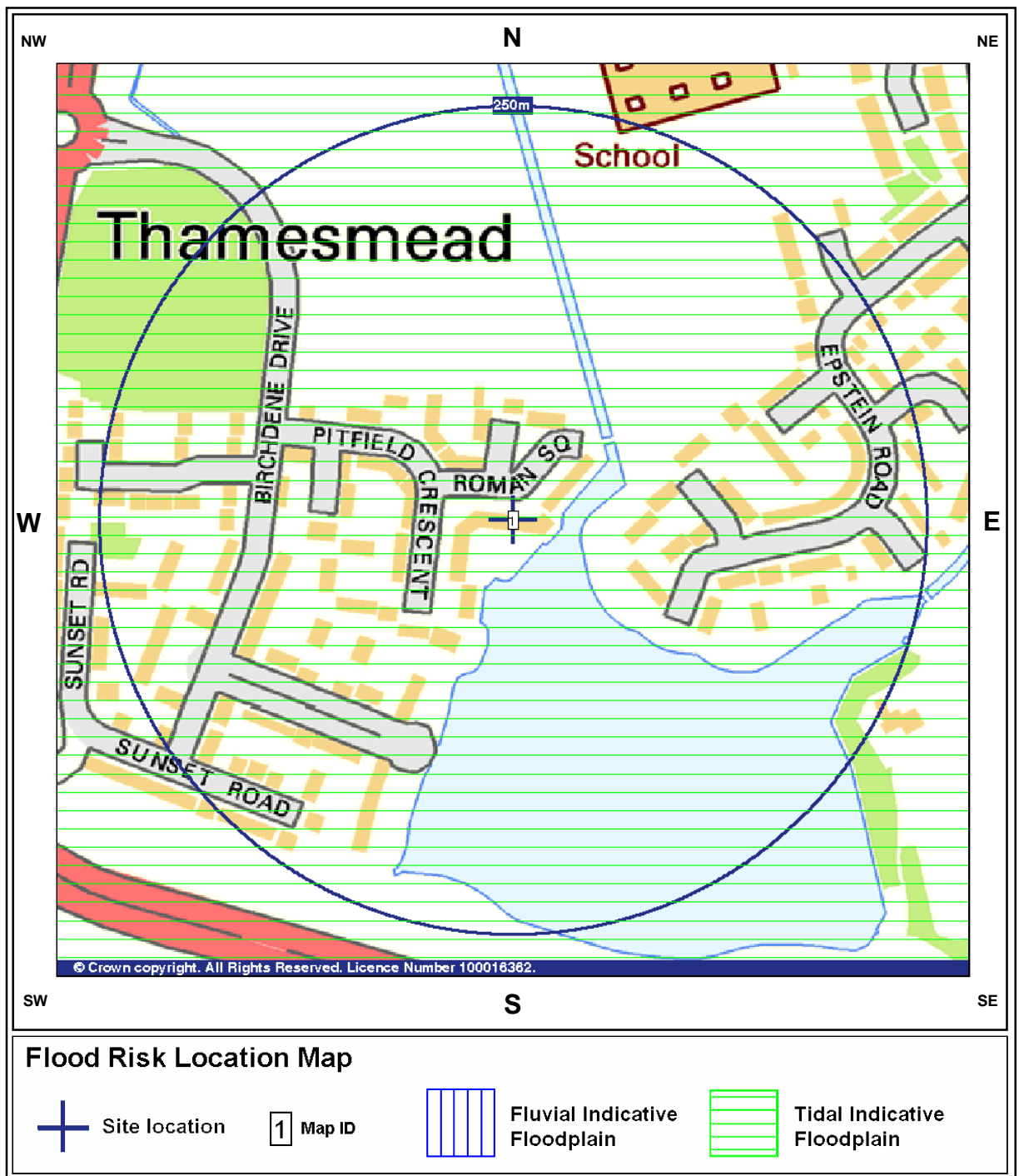
embankments) can all contribute.

Swelling Clays

Swelling clays can change volume due to variation in ground moisture. This can cause ground movement, particularly in the upper 2 metres of the ground that may affect foundations. Ground moisture variations can relate to a number of factors, including weather variations (annual or longer term), vegetation effects (particularly growth or removal of trees) and man-made activity.

Section D - Enquiries Concerning Natural Perils

Enquiry No D.1 - Flood Risk - Records within 0 - 250m



Flood Risk Location Map

 Site location

 Map ID

 Fluvial Indicative Floodplain

 Tidal Indicative Floodplain

Tidal Indicative Floodplains

Map ID	1
Contact Number	2
Grid Reference	546353E 180113N
Direction	-
Distance	0m
Type:	Coastal Indicative Flood Zone
Source:	Environment Agency, Head Office

Section E - Enquiries Concerning Groundwater**Enquiry No E.1 - Groundwater Vulnerability - Records within 0 - 500m****Drift Deposits**

Contact Number	2
<i>Grid Reference</i>	546353E 180113N
<i>Direction</i>	-
<i>Distance</i>	0m
<i>Drift Deposit:</i>	Low permeability drift deposits occurring at the surface and overlying Major and Minor Aquifers are head, clay-with-flints, brickearth, peat, river terrace deposits and marine and estuarine alluvium

Groundwater Vulnerability

Contact Number	2
<i>Grid Reference</i>	546353E 180113N
<i>Direction</i>	-
<i>Distance</i>	0m
<i>Geological Classification:</i>	Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers
<i>Soil Classification:</i>	Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise
<i>Map Scale:</i>	1:100,000
<i>Map Name:</i>	Sheet 40 Thames Estuary

1 British Geological Survey - Information Services Group

Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3100 Fax 0115 936 3200

Website www.bgs.ac.uk

The BGS can provide a detailed geological report on the area in which the property is located.

2 Environment Agency - National Customer Contact Centre (NCCC)

Po Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

Email enquiries@environment-agency.gov.uk

London Borough of Greenwich - Environmental Health Department

12th Floor
Riverside House
Woolwich
London
SE18 6DN

Telephone 020 8854 8888 Fax 020 8921 8322

National Radiological Protection Board

Chilton
Didcot
Oxfordshire
OX11 0RQ

Telephone 01235 831600 Fax 01235 833891

The NRPB provides a radon testing service. Radon tests are made over a three month period in order to provide a more reliable result. The total cost of a measurement is about £38.00. Radon tests can be ordered from the NRPB on the above freephone number.

Sitescope Limited - Homecheck Professional Environmental Helpline

Imperial House
21-25 North Street
Bromley
BR1 1SS

Telephone 0870 606 1700

Email helpdesk@homecheck.co.uk

SITESCOPE'S TERMS & CONDITIONS - "THE WAY WE DO BUSINESS"

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"Intellectual Property Rights" means all forms of intellectual property or protective rights recognised in law.

"Member" means the person, firm or organisation who establishes and/or uses the Account.

"Order" means the request for Services from SITESCOPE by You.

"Property Site" means a land site on which a Member requests SITESCOPE provide either a Report or any other Service.

References to **"We"**, **"Us"** and **"Our"** are references to SITESCOPE Limited ("SITESCOPE"), whose registered office is 6-7 Abbey Court, Eagle Way, Exeter, EX2 7HY.

References to **"You/Your/Yourself"** refer to the contracting party who places an Order with SITESCOPE Limited and for whom the Services are to be provided by SITESCOPE.

"Report" includes any information that SITESCOPE supplies to You including all reports, services, datasets, software or information contained in them.

"Services" means the provision of any service by SITESCOPE pursuant to these Terms which at the sole discretion of SITESCOPE, may be time limited, for the purposes of evaluation only, offer reduced functionality, offer limited access to the Content, or be free of charge.

"SITESCOPE®" is a registered trademark of SITESCOPE Limited.

"SITESCOPE Administrative Office" is Imperial House, 21-25 North Street Bromley, BR1 1SS.

"SITESCOPE Fees" means any charges levied by SITESCOPE for Services provided to You

"Suppliers" means any organisation who provides data or information of any form to SITESCOPE.

"Terms" means these Terms & Conditions.

"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

"Websites" means SITESCOPE's websites, www.homecheckpro.co.uk, www.sitescope.co.uk and www.homecheck.co.uk and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

1. Terms & Conditions

a. These Terms govern the relationship between You and SITESCOPE whether You are an unregistered visitor to either of the Websites or a registered Member purchasing "SITESCOPE®" or "Homecheck™" products or Services from SITESCOPE.

b. In order to receive chargeable Services from SITESCOPE You have to set up an Account. Once You have opened an Account You will be able to set up Designated Users and You will be able to purchase the Services.

c. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, set up an Account or pay SITESCOPE for any Services provided or Reports ordered.

d. If the person communicating with SITESCOPE is an agent, they must ensure their principal agrees to these Terms.

e. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

f. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice.

Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

g. SITESCOPE reserves the right to refuse to supply Services to You or any other potential client without notice or reason.

2. Reports

a. You acknowledge that the Content is derived from historical sources and/or information available in public records and/or from Third Party Content suppliers and that in general Third Party Content is supplied to Us without warranty and SITESCOPE does not warrant that the data within either the Third Party Content or the Content provided is comprehensive or accurate.

b. You acknowledge that the Services contain large amounts of information compiled from many different sources for many different purposes to many different standards and it is therefore impossible for the Content to be error free and that while We may identify and correct errors brought to our attention, many errors and omissions will remain and some new errors or omissions may be introduced as a result of our data processing.

c. You accept that Reports are only the result of an analysis of a collection of historical database(s) that We have been able to accumulate from public and third party sources whom We trust.

d. SITESCOPE reserves the right, without limitation to change the Reports or Services on offer at any time.

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Report and Services are and shall remain owned by either SITESCOPE or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

b. You are entitled to make the following use of the Services and Reports subject always to these Terms; either

i. within Your organization subject to You not providing, disclosing, making available, or using for the benefit of anyone outside Your organisation any portion of the Services or the Content provided under these Terms; or
ii. for a Client as part of professional services provided by You in respect only of the instruction received from one Client (the person to whom You provide a professional or business service which incorporates or is derived from any part of the Services) and only in respect of the one Property Site included in that one instruction. You may not provide, disclose or make available to anyone other than the Client any portion of the Services or the Content provided under these Terms.

c. You agree that You will not, and You will take all reasonable steps to ensure that Your employees, agents or contractors who may from time to time have access to the Services will not, except as permitted herein or by separate agreement with SITESCOPE:-

i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or

ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Reports, Content or Web site; or

iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.

d. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.

e. You are permitted to make five hard copies of any Report, but are not authorized to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller.

f. You hereby agree to fully indemnify SITESCOPE against any claim losses or other damages suffered by SITESCOPE as a result of Your breaching any provision within these Terms.

g. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You or Your Client. h. We confirm that We have used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe any third party rights of any kind.

4. Charges

a. SITESCOPE may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.

b. You are fully responsible for all charges that accumulate on Your Account.

c. VAT at the prevailing rate shall be payable in addition to the SITESCOPE Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

d. An individual invoice will be generated for each Order created subject to these Terms. The SITESCOPE Fees are payable in full within 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of SITESCOPE Fees may, at Our sole discretion result in SITESCOPE terminating or limiting the use of Your Account and its provision of Services to You.

e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of HSBC Bank plc.

5. Termination

a. SITESCOPE may terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

i. You fail to make any payment due in accordance with Clause 4;

ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so SITESCOPE may remedy the breach and recover the costs thereof from You; or

iv. You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

b. If Your rights are terminated under this Clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined in relation to the value of Services previously purchased.
c. We may suspend the Agreement between You and SITESCOPE for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

d. SITESCOPE may terminate this agreement with 30 day's notice in writing if in Our opinion it is no longer appropriate for this Agreement to remain in force between You and SITESCOPE.

e. Termination of this Agreement shall not affect Your liability for any and all outstanding charges whether or not invoiced before termination.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 6.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.

c. Subject to Clause 6. b, SITESCOPE shall only be liable to You for accidental loss or damage caused by the wilful default of SITESCOPE and SITESCOPE shall have no liability if the Services are used otherwise than as provided or referred to in these Terms.

d. Save as precluded by law, SITESCOPE shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by SITESCOPE or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.

e. In any event, and notwithstanding anything contained in these Terms, Sitescope's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an amount not exceeding £5 million in respect of any other Report purchased from Sitescope, except in so far as Sitescope will not be liable for any defect, failure or omission relating to the Services that is not notified to Sitescope within six months of the date of the issue becoming apparent and, in any event within twelve months of receipt of the Report except where any claim relates either to a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Sitescope's liability shall be limited to £1,000.

f. You acknowledge that:-

i. You shall have no claim or recourse against any Third Party Content supplier or any of our other Suppliers;

ii. You will not in any way hold us responsible for any selection or retention of, or the acts or omissions of, Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services;

iii. Sitescope does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Sitescope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;

iv. Sitescope's only obligation is to exercise the reasonable skill and care of a business to business environmental property risk information company supplying information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;

v. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Sitescope and as such We do not warrant that all land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose;

vi. You should carefully inspect the Property Site, and take any other advice reasonable prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other Sitescope Services in terms of valuing the Property Site;

vii. Sitescope will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered;

viii. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and that You are solely responsible for the selection or omission of any specific part of the Content;

ix. there are a large number of data sets that could be provided by the Services and Sitescope does not claim that the Content or the Services are comprehensive with respect to or sufficient for any specific purpose;

x. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;

xi. You must observe and comply with all applicable regulations and legislation;

xii. before making any significant commercial or professional decision, it is prudent to consult a number of different sources of information and that You are responsible for the consequences of any use of the Services;

xiii. You indemnify and hold us, our Third Party Content suppliers, our licensors, parents, subsidiaries, affiliates, officers and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out of Your use or misuse of the Services, or the Content;

xiv. We offer no warranty for the performance of any linked internet service not operated by Us;

xv. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures in the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

xvi. that, without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Web site, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;

xvii. any support or assistance provide to You in connection with these Terms is at Your risk;

xviii. You will allow us to check Your use of the Services at all reasonable times and that We may on reasonable notice to You send a representative to any of Your premises to verify compliance with these Terms and that You irrevocably consent to us and such representatives entering any of Your premises for this purpose;

xix. the information contained in the Websites has been extracted from various Crown Copyright and other published sources, and accordingly, Sitescope Limited does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these websites;

g. All liability for any insurance products purchased by You rests solely with the insurer. Sitescope does not endorse any particular product or insurer and no information contained within either the Websites or in any material or Report produced by Sitescope should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Sitescope will deem such as Your consent to forward a copy of the Report to the insurers.

h. If Sitescope provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, Sitescope will not be liable in any way for any issues arising out of the provision of those additional services to You or Your Client. Sitescope will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties

7. Events Beyond Our Control

You acknowledge that Sitescope shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer, in the course of electronic communication, or printing.

8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

9. Governing Law

These Terms shall be construed in accordance with English Law and interpreted in accordance with English law. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of High Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR), by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 30 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the High Court.

10. Entire Agreement

a. These Terms, together with the prices and delivery details set out on our Websites comprise the whole of our agreement relating to the supply of goods to You by Sitescope. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms or as an authorized representation about the nature or quality of any goods offered for sale by us. Save for fraud or misrepresentation, Sitescope shall have no liability for any such representation being untrue or misleading.

b. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply except as otherwise agreed in accordance with Clause 1.f.

c. These Terms shall override any other provisions related to the Services which You may seek to impose upon us even if such other provisions are submitted in a later document or purport to exclude or override these Terms and, subject only to the Clause 1.f, neither the course of conduct between parties nor trade practice shall act to modify these Terms.

11. General

a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms. Your right to use the Services, operate Your Account or to designate users is not transferable

b. Sitescope may assign its rights and obligations under these Terms without prior notice or any limitation.

c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999, to enforce any terms of such contract and Sitescope shall not be liable to any such third party in respect of any Services supplied.

e. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

f. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

g. Unless otherwise stated in these Terms, all notices from You to Sitescope must be in writing and sent to the Sitescope Administrative Office and all notices from Us to You will be displayed on our Websites from time to time.