

RESIDENTIAL

# HOMESCREEN

## Search Report

### Date

08-03-2016

### Grid Reference

529140 106330

### Groundsure Reference

Homescreen\_Specimen

### Your Reference

Specimen Customer Reference

### Address

Specimen Address

## PROFESSIONAL OPINION

### Contaminated Land



**PASSED**

Groundsure considers there is not a **High Potential Risk\*** that the site will be identified as **Contaminated Land\*\***. No further action is required in relation to Contaminated Land.

\*\*High Potential Risk\* is the level of risk which results in 1% of reports being In Need of Further Assessment.  
\*\* within the meaning set out in Part 2A of the Environmental Protection Act 1990

### River, Coastal, and Surface Water



**PASSED**

The property has not been identified to lie in proximity to areas at risk of pluvial/fluvial or coastal flooding\*\*\*. No further action is recommended.

\*\*\*Proximity is defined as within 50m of a pluvial flood risk and within 250m of a fluvial or coastal flood risk

### Natural Ground Subsidence



**PASSED**

The property or an area within 25m has been assessed to have a **Negligible-Very Low potential** for natural ground subsidence. **Please see Section 4.2 for further information.**

### Radon



The property does not lie within a radon affected area. No radon protective measures are required. **Please see Section 4.3 for further information.**



No significant issues identified



Issues have been identified. Further investigation is recommended.



Some issues have been identified which a prudent purchaser may wish to investigate further.

# Homescreen Report

## Other Considerations

### HS2 and Crossrail 1

The property does not lie within 5km of the proposed High Speed 2 (HS2) train route or within 500m of the proposed Crossrail 1 train route. No further recommendations are necessary.

### Radon

The study site is not in a radon affected area, as less than 1% of homes are above the action level. Please refer to Sections 4.3 and 4.4 for further information.

### Coal Mining

The study site does not lie in an area which may be affected by coal mining.

### BGS Non-Coal Mining

The British Geological Survey (BGS) have identified that non-coal mining risks are possible, though rare, at the property. Please refer to Section 5.2 for further guidance.

### Potential Infilled Land

Groundsure have not identified any past activities that can cause structural problems on or in proximity to the property.

### Energy

The property has been identified to lie within 5km of one or more of the following: Existing or proposed oil/gas/shale gas/coalbed methane wells; Existing or proposed wind turbines; Existing or proposed power stations or nuclear installations; Existing or proposed solar farms. For further information, you may wish to purchase a Groundsure Energy report.

Please note that no physical inspection of the property has been carried out in the preparation of this report. If you would like any further assistance regarding this report please contact Groundsure on (T) 08444 159 000 email: [info@groundsure.com](mailto:info@groundsure.com)

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# Overview of Findings

Factor	Assessment	Subsection
<b>Potentially Contaminative Historical Land Uses</b>		
1:10,000 & 1:10,560 scale Historical Data	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
<b>Additional Information 1:2,500 scale Historical Data</b>		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
<b>Landfill and Waste Sites</b>		
Landfill Sites	Passed	2.1
Landfills from Local Authority and Historical Mapping Records	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
<b>Industrial Sites and Processes</b>		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Historic IPC Authorisations	Passed	3.3
Part A(1) Authorised Processes	Passed	3.4
Part A(2) and Part B Authorised Processes and Enforcements	Passed	3.5
Radioactive Substance Authorisations	Passed	3.6
Licensed Discharges	Passed	3.7
Red List Discharge Consents	Passed	3.8
Water Industry Referrals	Passed	3.9
List 1 Dangerous Substances	Passed	3.10
List 2 Dangerous Substances	Passed	3.11
Dangerous or Hazardous Sites	Passed	3.12
Sites Determined as Contaminated Land under Part 2A EPA 1990	Passed	3.13
Environment Agency Recorded Pollution Incidents	Passed	3.14
Hazardous Substance Consents and Enforcements	Passed	3.15
<b>Natural Hazards &amp; Additional Factors</b>		
Is the centre of the site within 250m of a flood risk?	No	4.1
Natural Ground Subsidence	Negligible - Very Low	4.2
Radon	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level	4.3
Radon Protective Measures	No radon protective measures are necessary	4.4
<b>Mining</b>		
Coal Mining	No	5.1
BGS Non-Coal Mining	Rare	5.2
Mining Cavities	No	5.3
Natural Cavities	No	5.4
Historical Mining	No	5.5
Historical Underground Workings	No	5.6

# Aerial Photograph



Aerial photography supplied by Getmapping PLC.  
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Site Address: Specimen Address  
Grid Reference: 529140 106330

# Introduction to Detailed Findings

**General** - All mapped features within this report are given an identification number. This number identifies the feature on the maps which precede the following data sections. All distances provided are in metres and directions are given as compass headings.

**Section 1.1**- Historical maps are a widely recognised source of information for investigating site history. Nevertheless analysis of mapping at 1:10,560 and 1:10,000 scale will not always provide a complete site history. If you are concerned about the former uses of a site we would advise additional analysis of planning records and/or more detailed historical mapping.

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas.

**Section 1.2** - Systematic analysis of historical maps can highlight areas which over time have the potential to have been infilled with various materials. Such areas can relate to such features as ditches ponds clay pits brickfields and quarries. Areas of infill do not always refer to landfill sites although they may sometimes indicate the presence of such sites. Such areas are normally infilled with inert materials although in some cases contaminative materials may have been used.

**Sections 1.3 to 1.6** – Selected highly contaminative land uses have been extracted from 1:2,500 and 1:1,250 scale historical mapping. This database covers the majority of the UK from the first available map but where areas of the UK are not covered it is indicated in the report as “No Data Available”. This indicates that no assessment of the risk from these features is included in the report. In this instance if you are still concerned about the former uses of a site we would advise additional analysis of planning records and/or more detailed historical mapping.

**Section 1.7** – Certain military installations were not noted on historic mapping for security reasons. Whilst not all military land is necessarily of concern Groundsure has researched and digitised a number of Ordnance Factories and other military industrial features (e.g. Ordnance Depots Munitions Testing Grounds) which may be of contaminative concern. This research was drawn from a number of different sources and should not be regarded as a definitive or exhaustive database of potentially contaminative military installations. The boundaries of sites within this database have been estimated from the best evidence available to Groundsure at the time of compilation.

**Section 2** - This information is gathered from a wide range of sources including the Environment Agency (Agency) and the British Geological Survey (BGS). Data supplied by Environment Agency refers to waste management licences required by anyone involved in waste disposal under the Environmental Protection Act 1990. A survey by the BGS undertaken in 1972/3 provides data on some older landfill sites which were not subject to this legislation.

**Section 3.1**– The answer to this question is based on searches of current industrial data provided by PointX.

**Section 3.2**– The answer to this question is based on searches of current and recent petrol stations provided by Catalyst.

**3.33.43.6-3.11 and 3.14.** This information is supplied by the Environment Agency

**Section 4.1** – The answer to this question is based upon 250m search radius from the centre of the search location for river and coastal flooding and a 50m search radius for surface water flooding. This information is supplied by JBA Risk Management.

**Sections 4.2 to 4.4** – The answer to these questions is based upon information found within 50m of the search centre.

**Sections 5.1 to 5.2**– The answer to these questions is based upon information found within 50m of the search centre.

**Sections 5.3 and 5.4** – These databases provide an indication of “non-coal” mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

**Sections 5.5 and 5.6** - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine and by inference indicate the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g. air shafts for underground railways.

# 1. Past Land Use

## 1.1 Potentially Contaminative Uses

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any potentially contaminative past land uses within 250m of the search centre?	Yes
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

Distance (m)	Direction	Use	Date
175.0	S	Nursery	1896
185.0	NE	Unspecified Tank	1909

## 1.2 Potentially Infilled Land

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there areas of potentially infilled land within 250m of the search centre ?	No
---	----

Guidance: Groundsure has searched this database and no data was found. No further action is recommended.

## 1.3 Additional Information – Historical Tank Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical tanks within 100m of the search centre?	No
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

## 1.4 Additional Information – Historical Energy Features Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical energy features within 100m of the search centre?	No
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

## 1.5 Additional Information – Historical Petrol Station Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical petrol stations within 100m of the search centre?	No
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

## 1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical garage and motor vehicle repair sites within 100m of the search centre?	No
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

## 1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

Are there any historical military industrial sites known to Groundsure within 100m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found



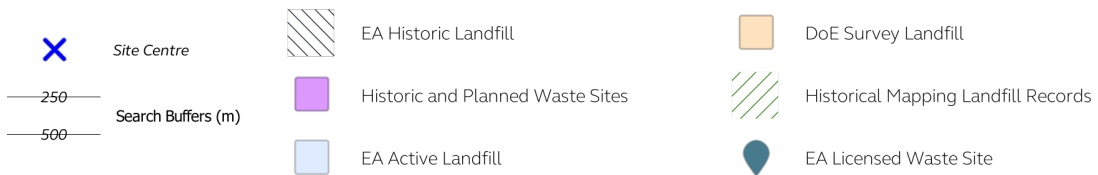
## 2. Landfill and Waste Sites

### Landfill and Waste Sites Map



Landfill and Waste Sites Map

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## 2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre?	No
Risk Assessment:	Passed

Guidance: Groundsure has searched this database and no data was found. No further action is recommended

### 2.1.1 Environment Agency Active Landfill Sites

Database searched and no data found.

### 2.1.2 Environment Agency Historic Landfill Sites

Database searched and no data found.

### 2.1.3 British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

## 2.2 Records of Landfills in Local Authority and Historical Mapping Records

Are there any additional Landfills in Local Authority and Historical Mapping records within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

## 2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

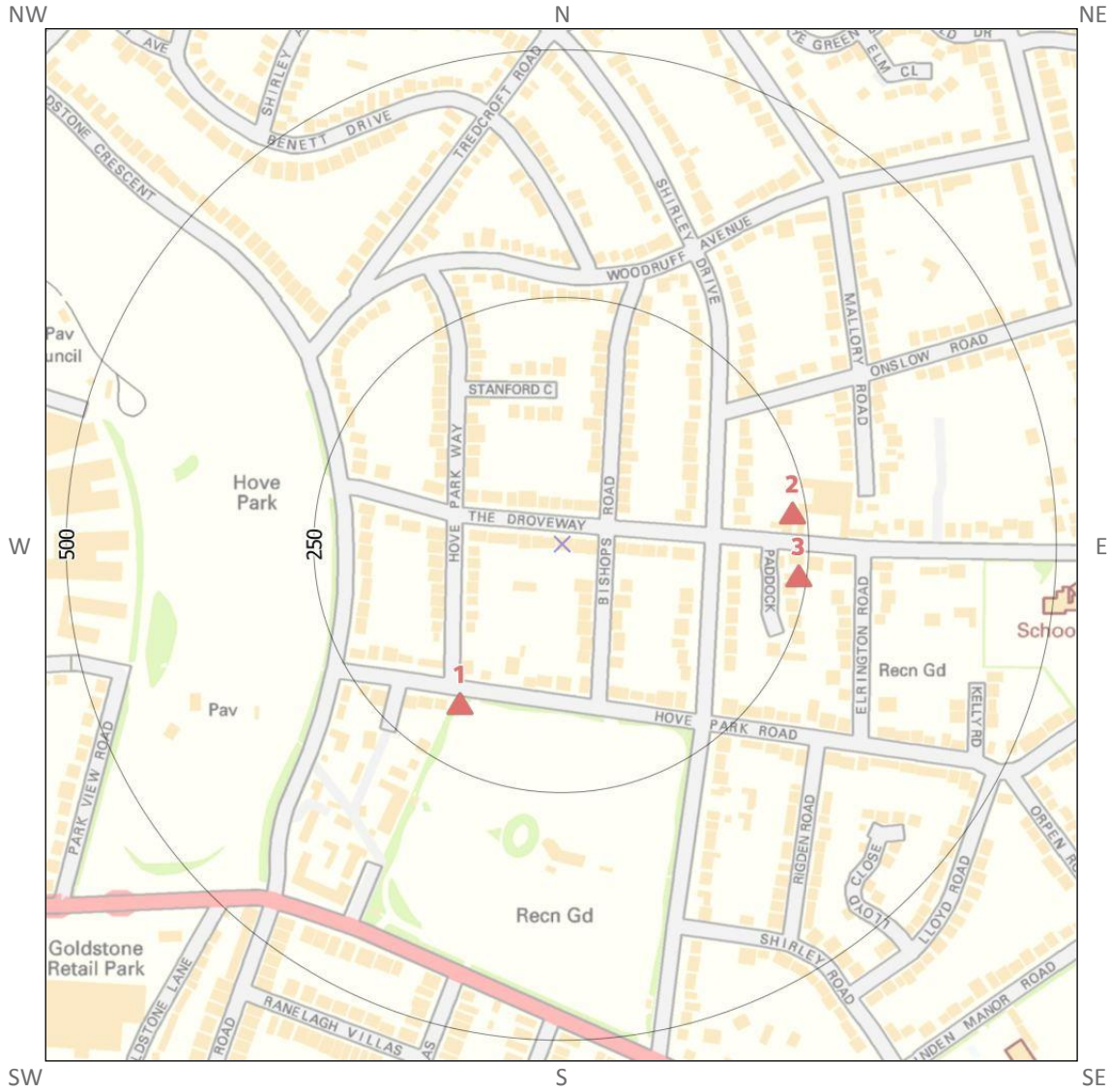
## 2.4 Environment Agency Licensed Waste Sites

Are there any Environment Agency Licensed Waste Sites within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

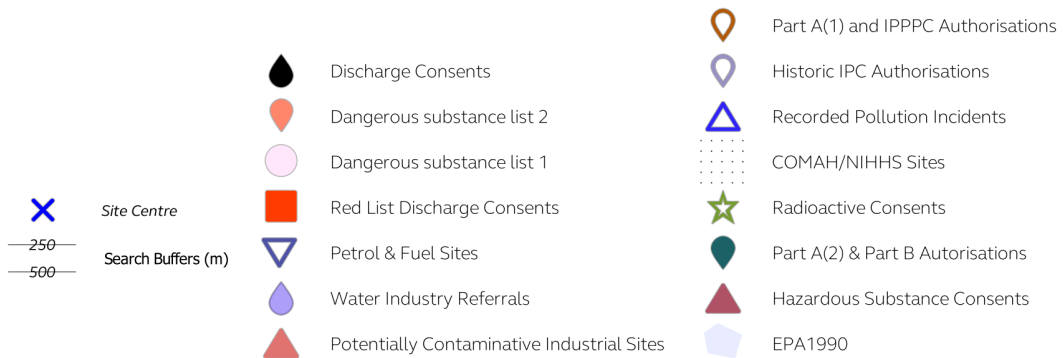
# 3. Industrial Sites and Processes

## Industrial Sites and Processes Map



Industrial Sites and Processes Map

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### 3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search centre?	Yes
Risk Assessment	Passed

Guidance: These findings are not of concern. No further action is recommended.

ID	Distance (m)	Direction	Company	Address	Activity	Category
1	190	SW	Electricity Sub Station	BN3	Electrical Features	Infrastructure and Facilities
2	235	E	Electricity Sub Station	BN3	Electrical Features	Infrastructure and Facilities
3	241	SE	Electricity Sub Station	BN3	Electrical Features	Infrastructure and Facilities

### 3.2 Petrol and Fuel Sites

Are there any petrol and fuel sites within 250m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.3 Historic IPC Authorised Processes

Records of historic IPC Authorisations within 500m of the study site:	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.4 Part A(1) Authorised Processes

Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.5 Part A(2) and Part B Authorised Processes and Enforcements

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.6 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.7 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.8 Red List Discharge Consents

Are there any Red List Discharge Consents within 250m of the search centre?	No
Risk Assessment	Passed

Database searched and no data found

### 3.9 Water Industry Referrals

Are there any Water Industry Referrals within 250m of the search centre?	No
Risk Assessment	Passed

Database searched and no data found

### 3.10 List 1 Dangerous Substances

Are there any List 1 dangerous substance inventory sites within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.11 List 2 Dangerous Substances

Are there any List 2 dangerous substance inventory sites within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.12 Dangerous or Hazardous Sites

Are there any COMAH & NIHHS sites within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.13 Sites Determined as Contaminated Land under Part 2A EPA 1990

Does the Local Authority hold information under Section 78R of the Environmental Protection Act 1990 for any sites within 250m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.14 Environment Agency Recorded Pollution Incidents

Are there any Environment Agency recorded pollution incidents within 250m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

### 3.15 Hazardous Substance Consents and Enforcements

Are there any Hazardous Substance Consents or Enforcement within 500m of the search centre?	No
Risk Assessment	Passed

Guidance: Database searched and no data found

## 4. Natural Hazards

### 4.1 JBA Pluvial, Fluvial and Tidal Flood Risk

Is the centre of the site within 250m of an area at risk of flooding?	No
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Guidance: The property has not been identified to lie in proximity to areas at risk of pluvial/fluvial or coastal flooding\*. No further action is recommended.

\*Proximity is defined as within 50m of a pluvial flood risk and within 250m of a fluvial or coastal flood risk.

### 4.2 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area?	Negligible - Very Low
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Guidance, The natural ground subsidence rating is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of, Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Many factors may contribute to ground subsidence problems. For instance, significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where negligible - very low potential is indicated, this means that you need take no further action in relation to natural ground subsidence in this area.

\*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

### 4.3 Radon Affected Areas

Is the property in a radon Affected Area as defined by Public Health England (PHE) and if so what percentage of homes are above the Action Level?	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level
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Guidance: Public Health England (PHE) recommends a radon 'Action Level' of 200 becquerels per cubic metre for the annual average of the radon gas concentration in a home. Where 1% or more of homes are estimated to exceed the Action Level (i.e. are in an Intermediate or Higher probability radon area) the area should be regarded as a radon Affected Area.

This report informs you whether the property is in a radon Affected Area and the percentage of homes that are estimated to be at or above the radon Action Level. This does not necessarily mean there is a radon problem in the property; the only way to find out whether it is above or below the Action Level is to carry out a radon measurement in an existing property.

PHE advises that radon gas should be measured in all properties within radon Affected Areas and that homes with radon levels above the Action Level (200 Bq m<sup>-3</sup>) should be remediated, and when achievable to below the Target Level of 100 Bq m<sup>-3</sup>. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers. Whether or not a home is in fact above or below the Action Level or Target Level can only be established by having the building tested. PHE provides a radon testing service which can be accessed at [www.ukradon.org](http://www.ukradon.org).

The information in this report provides an answer to one of the standard legal enquiries on house purchase in England and Wales, known as CON29 Standard Enquiry of Local Authority (part 1); 3.13 Radon Gas: Location of the Property in a Radon Affected Area.

If you are buying a currently occupied property in a Radon Affected Area, you should ask the present owner whether radon levels have been measured in the property. If they have, ask whether the results were above the Radon Action Level and if so, whether remedial measures were installed, radon levels were re-tested, and the results of re-testing confirmed the effectiveness of the measures.

Further information on radon is available from PHE or [www.ukradon.org](http://www.ukradon.org)

## 4.4 Radon Protective Measures

Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?	No radon protective measures are necessary
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Combined Radon Guidance:Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by Public Health England (PHE) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As less than 1% of properties in the area may be radon affected, PHE do not consider that further action is necessary.

## Notes on Radon

### RISKS OF RADON

Radon is a radioactive gas which occurs naturally. It has no taste, smell or colour. Special devices are needed to measure it. Radon comes out of the ground. Outdoors, it is diluted to very low levels. However, in some cases the radon level indoors can build up to high concentrations. In such cases, it does pose a serious risk to health.

### ACTION LEVEL FOR RADON

Public Health England (PHE) recommends that radon levels should be reduced in homes where the average is more than 200 becquerels per cubic metre of air (Bq m<sup>-3</sup>). This recommendation has been endorsed by the Government. This Action Level refers to the annual average concentration in a home, so radon measurements are carried out with two detectors (in a bedroom and living room) over three months, to average out short-term fluctuations.

### RADON AFFECTED AREAS

PHE defines radon Affected Areas as those with a 1% probability or more of a home having radon above the Action Level. PHE recommends that people in Affected Areas should test their homes for radon.

### HOW TO REDUCE RADON LEVELS

PHE advises that radon gas should be measured in all properties within radon Affected Areas and that homes with radon levels above the Action Level (200 Bq m<sup>-3</sup>) should be remediated, preferably to below the Target Level of 100 Bq m<sup>-3</sup>. Householders with levels between the Target Level and Action Level should seriously consider reducing their radon level, especially if they are at greater risk, such as if they are current or ex smokers.

Indoor radon levels can usually be substantially reduced at a cost comparable to many home improvements, such as replacing carpets. Details of methods of reducing radon levels are given on the Building Research Establishment Website.



## 5. Mining

### 5.1 Coal Authority Coal Mining Records

Is the property within an area which may be affected by past, present or proposed underground coal mining?	No
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Guidance: None required.

### 5.2 BGS Non-Coal Mining Hazards

What is the potential for undermining as a result of underground mineral extraction, excluding coal and minerals extracted as a consequence of coal mining?	Rare
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The following non-coal mining information is provided by the BGS:

Distance (m)	Direction	Name	Commodity	Assessment of likelihood
0.0	on site	Not available	Chalk	Occasional minor mining may have occurred but of restricted extent.

Guidance: The study site lies in an area where hazards because of underground mine workings are rare. The rock types present in this area are such that minor mineral veins may be present within them on which it is possible that there have been attempts to work these by underground methods and/or it is possible that small scale underground extraction of other materials may have occurred. All such occurrences are likely to be restricted in size and infrequent. It should be noted, however, that there is always the possibility of the existence of other sub-surface excavations, such as wells, cess pits, follies, air raid shelters/bunkers and other military structures etc. that could affect surface ground stability but which are outside the scope of this dataset.

The mining hazard data (not including coal) layer draws together a diverse range of material derived from geology, which constrains distribution, supplemented by literature searches for historic locations and expert knowledge to assemble, interpret, and organise this information. Mining of coal is specifically excluded from this data set and information on Coal Mining areas can be found in the Coal Authority Coal Mining Records section above.

The data provides an assessment of the likelihood that past underground mining may have occurred in the area. It does not consider the depth of the extraction nor whether any remediation has previously been undertaken. Where extraction of such minerals has taken place in workings close to the surface (meaning to approximately 50m depth) the workings can pose a subsidence risk because they sometimes cause surface collapse. Old mine shafts and other mine openings in such areas can also lead to unexpected surface collapse.

The data provided by the British Geological Survey (BGS) are rated on a five point scale ranging from Rare, through Highly unlikely, Unlikely and Likely to Highly Likely that indicate how likely it is that past underground mining activities may have occurred.

### 5.3 Mining Cavities

Is the site located in an area of mining cavities?	No
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Guidance: The following Non-Coal Mining Cavities information provided by Peter Brett Associates. There are no records within 250m of the site.

### 5.4 Natural Cavities

Is the site located in an area of natural cavities?	No
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Guidance: This risk rating is obtained from the natural cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

## 5.5 Historical Mining Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Mining features within 500m of the centre of the study site?	No
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Guidance: No further action required.

## 5.6 Historical Underground Workings Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Historical Underground Working Features within 250m of the centre of the study site?	No
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Guidance: No further action required.

# 6. Guide to Our Professional Assessment

## Introduction

This report is designed for residential conveyancers and their clients and satisfies standard environmental due diligence enquiries, recommended by the Law Society. This information is not always covered by Standard Con 29 Enquiries made to Local Authorities.

## Purpose of this Assessment

As part of this report Groundsure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part 2A of the Environmental Protection Act 1990. This assessment is based on the following data:

- 1 Historical land use (compiled from 1:10,000 1:10,560 maps)
- 2 Additional Information Historical land use (compiled from 1:1,250 1:2,500 maps) – for selected areas.
- 3 Landfill and waste transfer/treatment or disposal sites (including scrap yards)
- 4 Current industrial uses (as defined by PointX data)
- 5 Catalyst Petrol Station
- 6 Part A(1), Part A(2) and Part B Authorisations
- 7 Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS)
- 8 Dangerous Substances Inventory Releases (DSI)
- 9 Radioactive Substance Authorisations (RAS)
- 10 Discharge and Red List Discharge Consent
- 11 Sites Determined as Contaminated Land under Part 2A EPA 1990
- 12 Environment Agency Recorded Pollution Incidents
- 13 Historic Military / Ordnance Sites
- 14 Planning Hazardous Substance Consents

From this information Groundsure provide a statement regarding the likely designation of the property under Part 2A of EPA 1990 and the level of risk associated with the property is either Passed or In Need of Further Assessment. If the site is In Need of Further Assessment it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is In Need of Further Assessment then the practitioner may, if required, discuss the case with one of the Groundsure consultants. Where a site is 'In Need of Further Assessment' Groundsure will, on request, attempt to arrange appropriate environmental insurance.

## Method Statement

In assessing specific site risk, Groundsure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

## Limitations of the Study

This screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for Groundsure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where no assessment has been made "No Data Available" is presented in the report. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to Groundsure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

## Remediation

This report is covered by Groundsure's remediation contribution. For the purpose of this condition, 'Claimant' shall mean one of: (a) the Beneficiary, (b) the purchaser of the site from the Beneficiary or (c) the funder of (a) or (b) as applicable.

This condition shall apply solely to Groundsure Homebuyers and Groundsure Home Environmental with "Passed" rather than "In Need of Further Assessment".

Groundsure may, at its sole discretion without any admission of liability, make a contribution to the Claimant towards the costs of any clean up works required to be carried out under a notice served on a Claimant in respect of a site under Part II (A) Environmental Protection Act 1990 ("Remediation Notice") on the terms of this condition ("Clean up Award").

The Clean up Award: (a) is only available once in respect of a site and to one Claimant only; (b) shall only apply where the site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, a Clean up Award will not be considered in respect of commercial property or to any site being developed or redeveloped whether for residential purposes or otherwise; and (c) shall only apply to contamination or a pollution occurring as at or prior to the date of Groundsure Homebuyers.

The Clean up Award will not be paid in respect of any of the following, including without limitation: (a) asbestos; (b) radioactive contamination arising directly or indirectly from or in connection with ionising radiations or contamination by radioactivity from any nuclear waste or fuel; from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) naturally occurring materials or their removal except where such materials are present in excess of their natural concentration; (d) any condition caused by acts of war or an act of terrorism; (e) any condition which is known or ought reasonably to have been known to the Claimant prior to the purchase of Groundsure Homebuyers; (f) non-compliance by the Claimant or any other person with respect to the site with any statute, regulation, byelaws complaint, or notice from any regulatory authority; (g) any property belonging to or in the custody or control of the Claimant which does not form a fixed part of the site or the structure; (h) any losses incurred following a material change in use of, alteration or development of the site; or (i) financial loss in respect of loss of rental, profit, revenue, savings, business or any consequential, indirect or economic loss, damages or expenses, including the cost of temporary accommodation or business interruption.

In the event the Claimant wishes to apply for a Clean up Award, it shall notify Groundsure in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all reasonable requirements of Groundsure with regard to the commission and conduct of the clean up works to be carried out under the Remediation Notice. In the event that the Claimant breaches this provision including, without limitation, failing to obtain Groundsure's prior written consent in respect of estimates for such works Groundsure shall not be required to pay a Clean up Award.

Groundsure shall only pay a Clean up Award where a Remediation Notice is served within 36 months of the date of Groundsure Homebuyers. The maximum sum of any Clean up Award shall be £60,000 and shall be paid subject to the Claimant having paid to Groundsure an excess in respect of its claim of £5,000. Groundsure reserves the right at any time to withdraw the offer of payment of a Clean up Award. The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. Groundsure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. Groundsure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

## 7. Contact Details

### Groundsure Limited

Sovereign House, Church St, Brighton, BN1 1UJ  
info@groundsure.com  
08444 159 000



### Environment Agency

Tel: 08708 506 506  
Solent and South Downs  
Kings Meadow House, Chatsworth Road, Worthing, BN11 1LD  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



### JBA Risk Management

South Barn, Broughton Hall, Skipton, BD23 3AE



### Local Authority

Brighton & Hove City Council. Address: King's House, Grand Avenue, Hove, BN3 2LS. Web: [www.brighton-hove.gov.uk](http://www.brighton-hove.gov.uk). Tel: 01273 290 000

### British Geological Survey Enquiries

Kingsley Dunham Centre, Keyworth, Nottingham  
[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
Tel: 0115 936 3143. Fax: 0115 936 3276  
[www.bgs.ac.uk](http://www.bgs.ac.uk)



### The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG, DX 716176 MANSFIELD 5  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)  
Phone: 0345 7626 848  
Web: [www.groundstability.com](http://www.groundstability.com)



### Public Health England

Public information access office, Public Health England, Wellington House, 133-155 Waterloo Road, London, SE1 8UG  
Email: [enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)  
Main switchboard: 020 7654 8000  
[www.gov.uk/phe](http://www.gov.uk/phe)



**Ordnance Survey**

Adanac Drive, Southampton,SO16 0AS

Tel: 08456 050505



**Getmapping PLC**

Virginia Villas, High Street, Hartley Witney,Hampshire RG27 8NW

Tel: 01252 845444



**CoPSO**

The Old Rectory,Church Lane,Thornby,Northants NN6 8SN

[www.copso.org.uk](http://www.copso.org.uk)

Tel: 0871 4237191



This report is produced by Groundsure Ltd, whose correspondence address is Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Email: [info@groundsure.com](mailto:info@groundsure.com) ).

Groundsure's registered address is Groundsure Ltd, c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP. United Kingdom Registration Number: 3421028. VAT Number 486 4004 42.

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This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.

# Search Code

## IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

### The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

## COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if they find that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

**PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE**

## COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.



## Standard Terms and Conditions

### 1 Definitions

In these terms and conditions unless the context otherwise requires:

**“Beneficiary”** means the person or entity for whose benefit the Client has obtained the Services.

**“Client”** means the party or parties entering into a Contract with Groundsure.

**“Commercial”** means any building or property which is not Residential.

**“Confidential Information”** means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

- (i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and
- (ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

**“Support Services”** means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

**“Contract”** means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

**“Third Party Data Provider”** means any third party providing Third Party Content to Groundsure.

**“Data Reports”** means reports comprising factual data with no accompanying interpretation.

**“Data Reports”** means reports comprising factual data with no accompanying interpretation.

**“Fees”** has the meaning set out in clause 5.1.

**“Groundsure”** means Groundsure Limited, a company registered in England and Wales under number 03421028.

**“Groundsure Materials”** means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

**“Intellectual Property”** means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

**“Mapping”** means a map, map data or a combination of historical maps of various ages, time periods and scales.

**“Order”** means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

**“Ordnance Survey”** means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

**“Order Website”** means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

**“Report”** means a Risk Screening Report or Data Report for Commercial or Residential property.

**“Residential”** means any building or property used as or intended to be used as a single dwelling.

**“Risk Screening Report”** means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

**“Services”** means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

**“Site”** means the area of land in respect of which the Client has requested Groundsure to provide the Services.

**“Third Party Content”** means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

**“User Guide”** means the user guide, as amended from time to time, available upon request from Groundsure and on the website ([www.Groundsure.com](http://www.Groundsure.com)) and forming part of this Contract.

### 2 Scope of Services, terms and conditions, requests for insurance and quotation

2.1 Groundsure agrees to provide the Services in accordance with the Contract.

2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client’s order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure’s quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure’s acceptance of an Order shall be binding only when made in writing and signed by Groundsure’s authorised representative or when accepted through the Order Website.

### 3 The Client’s obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary’s needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client’s approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website

### 4 Reliance

4.1 The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

- (i) the Beneficiary,
- (ii) the Beneficiary’s professional advisers,
- (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

### 5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together “Fees”).

5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure’s invoice or such other period as may be agreed in writing between Groundsure and the Client (“Payment Date”). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure’s management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

### 6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract,

the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure’s licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing

advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

### **7. Liability: Particular Attention Should Be Paid To This Clause**

7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

- (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

### **8 Groundsure's right to suspend or terminate**

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:

- (i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

### **9 Client's Right to Terminate and Suspend**

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are
  - (a) supplied to the Client's specification(s) and in any event
  - (b) by their nature cannot be returned.

### **10 Consequences of Withdrawal, Termination or Suspension**

10.1 Upon termination of the Contract:

- (i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and
- (ii) the Client shall pay to Groundsure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

### **11 Anti-Bribery**

11.1 The Client warrants that it shall:

- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

### **12 General**

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.

12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 Groundsure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond Groundsure's reasonable control. In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website [www.tpos.co.uk](http://www.tpos.co.uk) or email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not

- (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and
- (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law

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