

Aerial Photograph of Study Site



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Site Name: Specimen Address

Grid Reference: 123456,123456

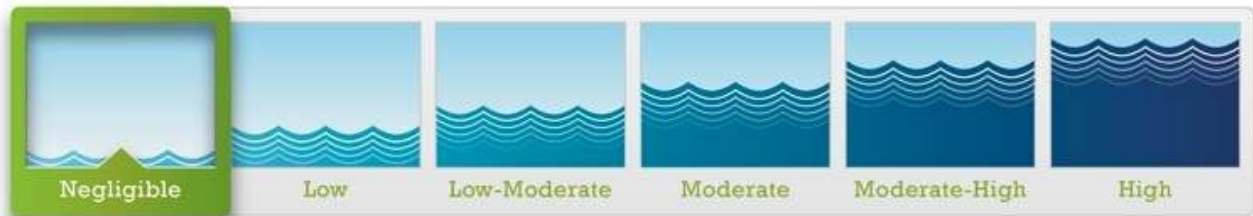
Size of Site: 0.02 ha

Report Reference: Floodview Specimen

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@groundsure.com

Executive Summary: Flood Risk

The following opinion is provided by Groundsure on the basis of the information available at the time of writing and contained within this report.



Is insurance cover for flooding likely to be available for the property based upon Environment Agency RoFRaS data?	Yes
What is the highest RoFRaS risk rating for the property?	Very Low
What is the highest Environment Agency Flood Zone risk at the property?	Negligible
What is the risk of flooding from pluvial/surface water sources?	Negligible
If the site were to be redeveloped, would a NPPF flood risk assessment be required?	Unlikely

Recommendations

It is recommended that several insurers are contacted to confirm the availability of reasonably priced insurance for the property.

The purchaser may wish to make specific enquiries of the vendor regarding the history of flooding at the property.

Risk of Flooding from Rivers and the Sea (RoFRaS)

As the site lies within or in close proximity to an area with a Very Low risk rating in the RoFRaS database, no further recommendations are required.

Environment Agency Flood Zones

No guidance required.

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Groundwater Flooding

The area is not considered to be prone to groundwater flooding

Development Guidance

No guidance required.

JBA Surface Water (Pluvial) Flooding

The site and areas in close proximity have been assessed to not be at risk from surface water (pluvial) flooding. No further guidance is required.

Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency hold no record of any flooding at the site.

Additional Matters

Riparian ownership	If your land abuts a river, stream or ditch, you may have responsibility to maintain this watercourse, even if Title Deeds show the property boundary to be adjacent to the watercourse. This includes the responsibility for clearing debris and obstructions which may impede the free passage of water and fish, and also includes the responsibilities to accept flood flows through your land, even if these are caused by inadequate capacity downstream. There is no duty in common law for a landowner to improve the drainage capacity of a watercourse. Please contact Groundsure if you need further advice on riparian ownership issues relating to this property.
Sewerage Flooding	Extreme rainfall events may overwhelm sewerage systems and cause local flooding. The water and sewerage companies within the UK are required to maintain 'DG5 - At Risk Registers' which record properties that have flooded from sewers and/or are considered to be at risk of flooding from sewers in the future. If your property is on the 'At Risk' Register, this may be recorded within a standard CON29 Drainage and Water search.

Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed.

Report Section

1. Environment Agency Flood Zones

1.1 Are there any Environment Agency Zone 2 floodplains within 250m of the study site?	Yes
1.2 Are there any Environment Agency Zone 3 floodplains within 250m of the study site?	Yes
1.3 Are there any Flood Defences within 250m of the study site?	Yes
1.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
1.5 Are there any areas of Proposed Flood Defences within 250m of the study site?	No
1.6 Are there any areas used for Flood Storage within 250m of the study site?	No

2. Risk of Flooding from Rivers and the Sea (RoFRaS)

2.1 What is the Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating for the study site?	Very Low
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3. Historic Flood Events

3.1 Has the site been subject to past flooding as recorded by the Environment Agency?	No
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4. Surface Water Floods

4.1 Is the site or any area within 50m at risk of Surface Water (Pluvial) Flooding?	Yes
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5. Groundwater Flooding

5.1 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	The area is not considered to be prone to groundwater flooding
5.2 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Not Applicable

6. BGS Geological Indicators of historic flooding

6.1 Are there any geological indicators of historic flooding within 250m of the study site?	Yes
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7. JBA Reservoir failure

7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?	No
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Report Reference: Floodview Specimen

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Using this Report

The following report is designed by Environmental Consultants for commercial property transactions bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between Groundsure and the Client.

Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.

Flood Risk Framework

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk as assessed within the Environment Agency's RoFRaS and Flood Zone datasets, Historic Flood Events and surface water (pluvial) flooding.

This report provides an overall risk ranking of flooding potential at the site as well as answering the following key questions:

Is insurance likely to be available for the property?

A number of insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a significant risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas are advised to sign up to the Environment Agency's Flood Warning scheme.

- Very Low – the chance of flooding from rivers or the sea is considered to be Less than 1 in 1000 (0.1%) chance in any given year.
- Low – the chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) chance in any given year.
- Medium - the chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than or equal to 1 in 100 (1%) chance in any given year.
- High – the chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) chance in any given year.

What is the Environment Agency RoFRaS risk rating for the property?

This rating is based upon the highest RoFRaS risk band to be found within the site boundary. See above for an explanation of RoFRaS risk banding.

What is the highest Environment Agency Flood Zone risk at the site?

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The Environment Agency estimates the annual probability of flooding from rivers and the sea as:-

- Zone 1 – little or no risk with an annual probability of flooding from rivers and the sea of less than 0.1%.
- Zone 2 – low to medium risk with an annual probability of flooding of 0.1-1.0% from rivers and 0.1-0.5% from the sea.
- Zone 3 (or Zone 3a) – high risk with an annual probability of flooding of 1.0% or greater from rivers, and 0.5% or greater from the sea.
- Zone 3b – very high risk with the site being used as part of the functional flood plain or as a Flood Storage Area.

Where the property is in an area benefiting from flood defences these may be taken into account within the flood risk assessment provided. However it should be noted that flood defences do not entirely remove the risk of flooding, as they can fail or overtop. Owners of properties within Zone 2 and Zone 3 are advised to sign up to the Environment Agency's Flood Warning scheme.

What is the risk of flooding from pluvial/surface water sources?

JBA Risk Management surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 75 year, 1 in 200 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m "cell" of topographical mapping coverage. The maps include 7 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:-

- 0.1m or greater in a 1 in 1,000 year rainfall event - Low
- Between 0.1m and 0.3m in a 1 in 200 year rainfall event – Low to Moderate
- Between 0.3m and 1.0m in a 1 in 200 year rainfall event - Moderate
- Greater than 1.0m in a 1 in 200 year rainfall event – Moderate to High
- Between 0.1m and 0.3m in a 1 in 75 year rainfall event - High
- Between 0.3m and 1.0m in a 1 in 75 year rainfall event – Significant
- Greater than 1.0m in a 1 in 75 year rainfall event – Highly Significant

If the site is to be redeveloped, will a Flood Risk Assessment be required under National Planning Policy Framework?

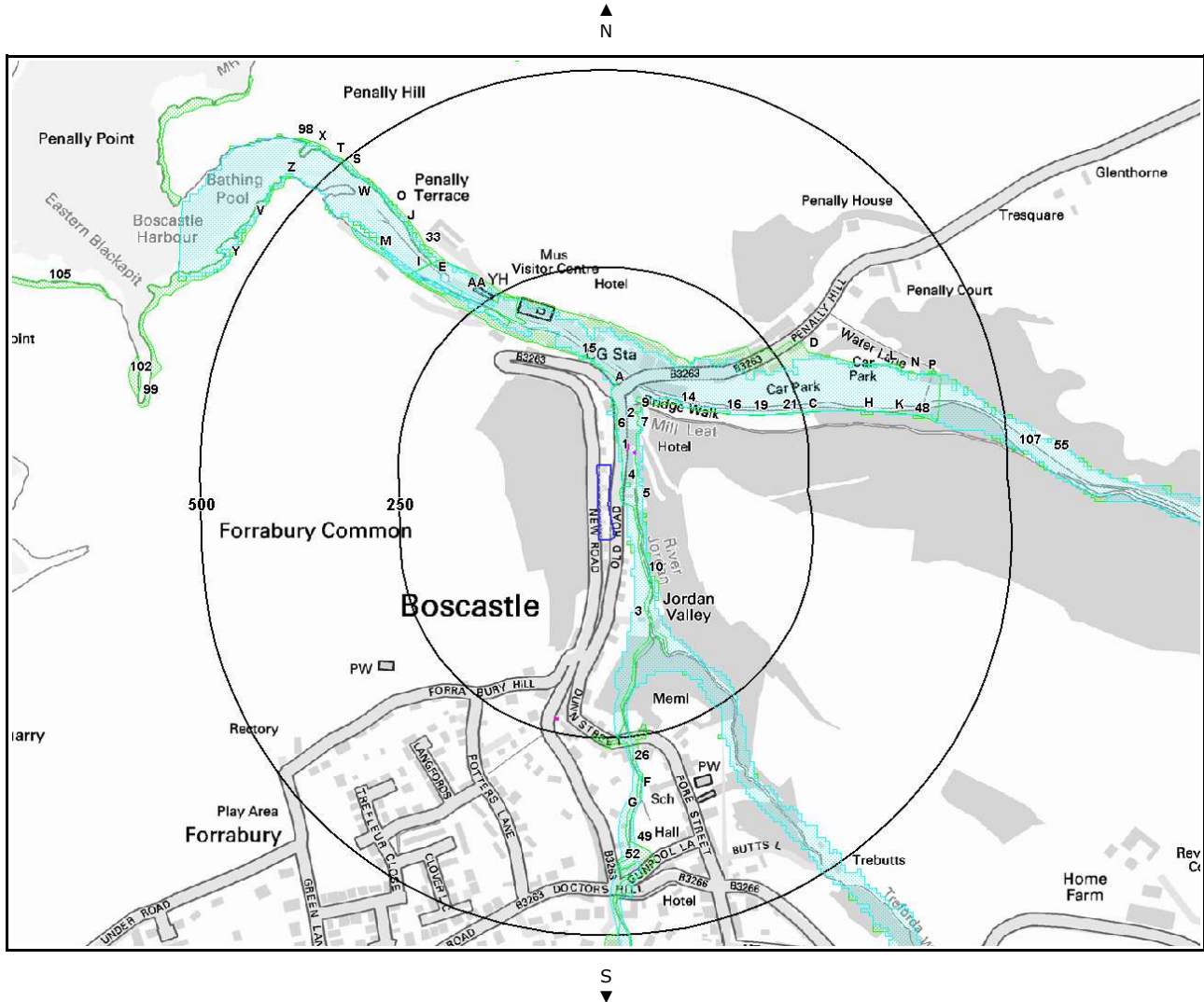
The *National Planning Policy Framework* identifies the need for Flood Risk Assessments to be carried out for developments within Flood Zones. Furthermore, any development proposals comprising one hectare or above will require a brief Flood Risk Assessment, partly due to their potential to increase flood risk elsewhere through the addition of hard surfaces and the effect of new development on surface water run-off.

The Recommendations will also highlight whether the site has been subject to an historic flood event as recorded by the Environment Agency. Furthermore, the recommendations will indicate whether the site is considered to lie within an area which may be susceptible to groundwater flooding. However, information regarding groundwater flooding susceptibility is not used to calculate the overall flood risk to the property due to the limitations of the database. Additionally, the flood risk assessment does not take account of flooding from sources such as burst water mains, blocked sewers or appliance failure.

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






1. Environment Agency Flood Map for Planning (from rivers and the sea)



Environment Agency Flood Map for Planning Legend



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- | | | | | | |
|---|--------------------|---|-------------------|--|-------------------------------------|
|  | Search Centre |  | Zone 2 Floodplain |  | Area used for Flood Storage |
|  | Search Buffers (m) |  | Zone 3 Floodplain |  | Proposed Flood Defence Scheme |
| | |  | Flood Defences |  | Area Benefiting from Flood Defences |

1. Environment Agency Flood Zones

1.1 River and Coastal Zone 2 Flooding

Is the site within 250m of an Environment Agency Zone 2 floodplain?

Yes

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Any relevant data is represented on Map 1 – Flood Map for Planning:

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
1	11.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
2	13.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
3	15.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
4	16.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
5	32.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
6	39.0	N	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
7	54.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
8	54.0	N	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
9	58.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
10	66.0	SE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
11	67.0	SE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
12A	99.0	N	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
13A	102.0	N	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
14	117.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
15	134.0	N	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
16	158.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
17B	162.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
18B	168.0	NE	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
19	169.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
20AA	201.0	NW	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)
21	210.0	E	10-Feb-2015	Zone 2 - (Fluvial / Tidal Models)

1.2 River and Coastal Zone 3 Flooding

Is the site within 250m of an Environment Agency Zone 3 floodplain?

Yes

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Any relevant data is represented on Map 1 – Flood Map for Planning.

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
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[Report Reference: Floodview Specimen](#)

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107	11.0	E	10-Feb-2015	Zone 3 - (Fluvial Models)
108AA	239.0	NW	10-Feb-2015	Zone 3 - (Fluvial Models)
109AA	246.0	NW	10-Feb-2015	Zone 3 - (Fluvial Models)

1.3 River and Coastal Flood Defences

Are there any Flood Defences within 250m of the study site ?

Yes

This search consists only of flood defences present in the dataset provided by the Environment Agency. Any relevant data is represented on Map 1 – Flood Map for Planning.

The following flood defence records are represented as lines on the Flood Map:

ID	Distance [m]	Direction	Update
127	28.0	NE	31-Oct-2014
128	32.0	NE	31-Oct-2014
129	230.0	S	31-Oct-2014

1.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site?

No

Any relevant data is represented on Map 1 – Flood Map for Planning.

1.5 Proposed Flood Defences

Are there any Proposed Flood Defences within 250m of the study site?

No

Guidance: This search consists only of proposed flood defences present in the dataset provided by the Environment Agency. Please note that proposed flood defence schemes will not influence the current RoFRaS ratings for the site.

Any relevant data is represented on Map 1 – Flood Map for Planning

This information is taken from the Environment Agency's database of Areas to Benefit from New and Reconditioned Flood Defences under the Medium Term Plan (MTP). The dataset contains funding allocation for the first financial year (from April). Funding for the following four financial years is not guaranteed, being only indicative, and will be reviewed annually. Projects within the Medium Term Plan qualify for inclusion in this dataset if:

- the investment leads to a change in the current standard of protection (change projects);
- the investment is a replacement or refurbishment in order to sustain the current the current standard of protection (sustain projects);
- the project has an initial construction budget of £100,000 or more; and
- the project is included within the first five years of the MTP

The data includes all the Environment Agency's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. The number of households and areas of land contributing to DEFRA's Outcome Measures (OM) are also attributed i.e. could benefit from major work on flood defences.

These data also contain Intermittence Flood Maintenance Programme that show the annual maintenance programme of work scheduled to be carried by the Environment Agency, Local Authority or Internal Drainage Board on flood defences. Data details routine maintenance as well as intermittent work that has been funded for the coming year. The data contains a start and end coordinate defining the relevant river section where work is planned.

Information Warning

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Please note that the maps show the areas where investment is being made to reduce the flood and coastal erosion risk and are not detailed enough to account for individual addresses. Individual properties may not always face the same risk of flooding as the areas that surround them. Also, note that funding figures are indicative and any use or interpretation should account for future updates where annual values may change.

Every possible care is taken to ensure that the maps reflect all the data possessed by the Environment Agency and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency consider that they have created the maps as well as they can and so should not be liable if the maps by their nature are not as accurate as might be desired or are misused or misunderstood, despite their warnings. For this reason, they are not able to promise that the maps will always be accurate or completely up to date.

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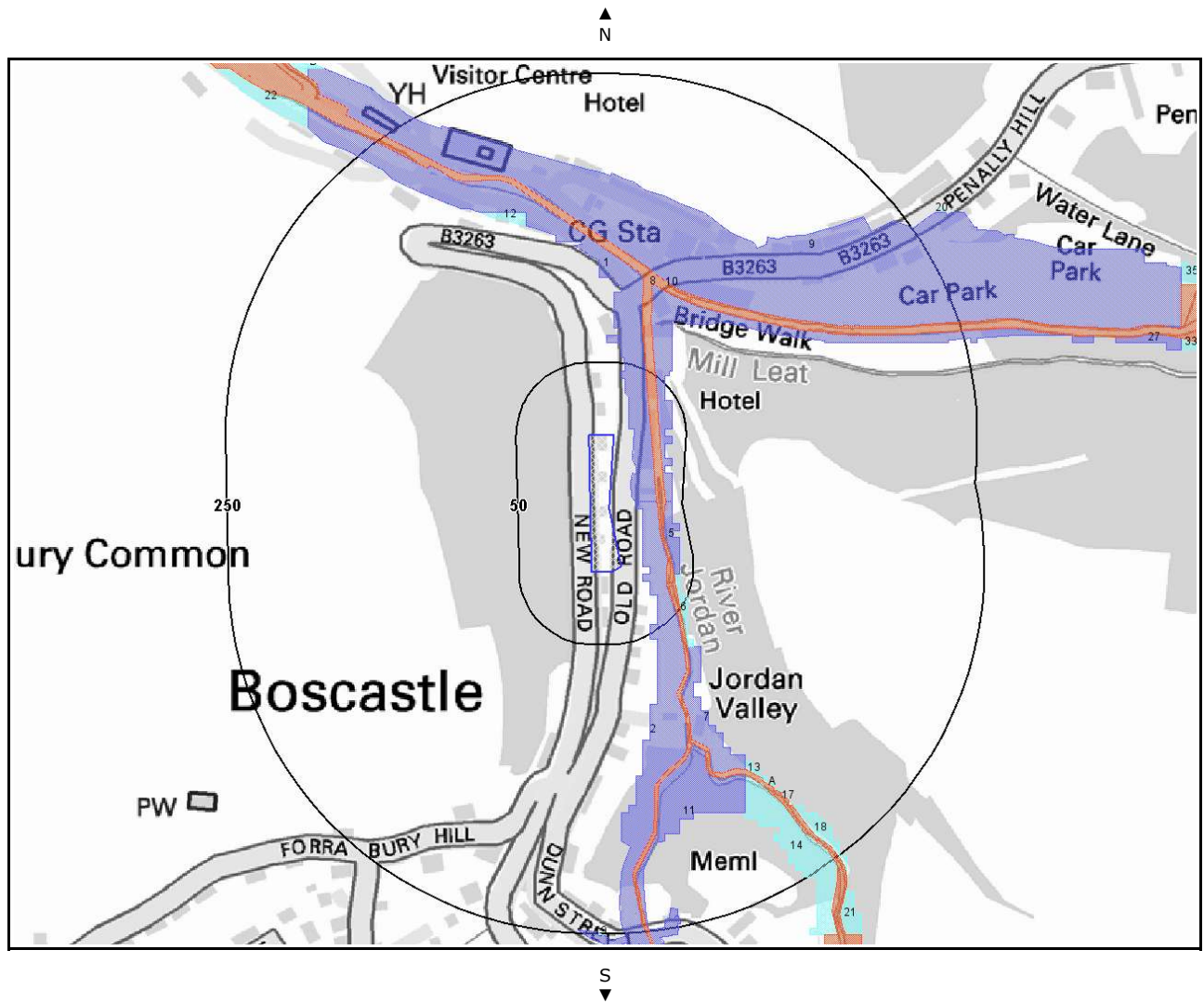
1.6 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?

No

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. The National Planning Policy Framework states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on Map 1 – Flood Map for Planning.

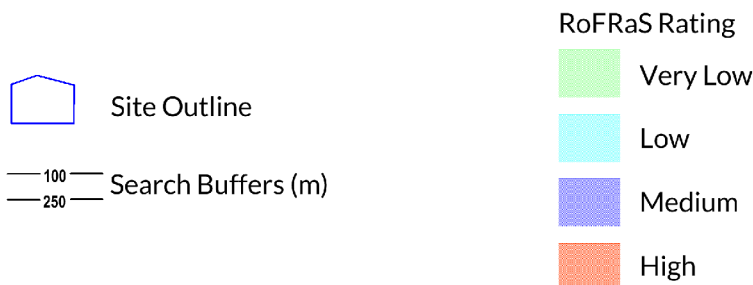
2. Environment Agency RoFRaS Flooding Map



Environment Agency RoFRaS Flood Legend



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2.1 Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating (River and Coastal)

What is the highest risk of flooding onsite?

Very Low

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the likelihood of flood defences overtopping or breaching by considering their location, type, condition and standard of protection.

A number of insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a high risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas are advised to sign up to the Environment Agency's Flood Warning scheme.

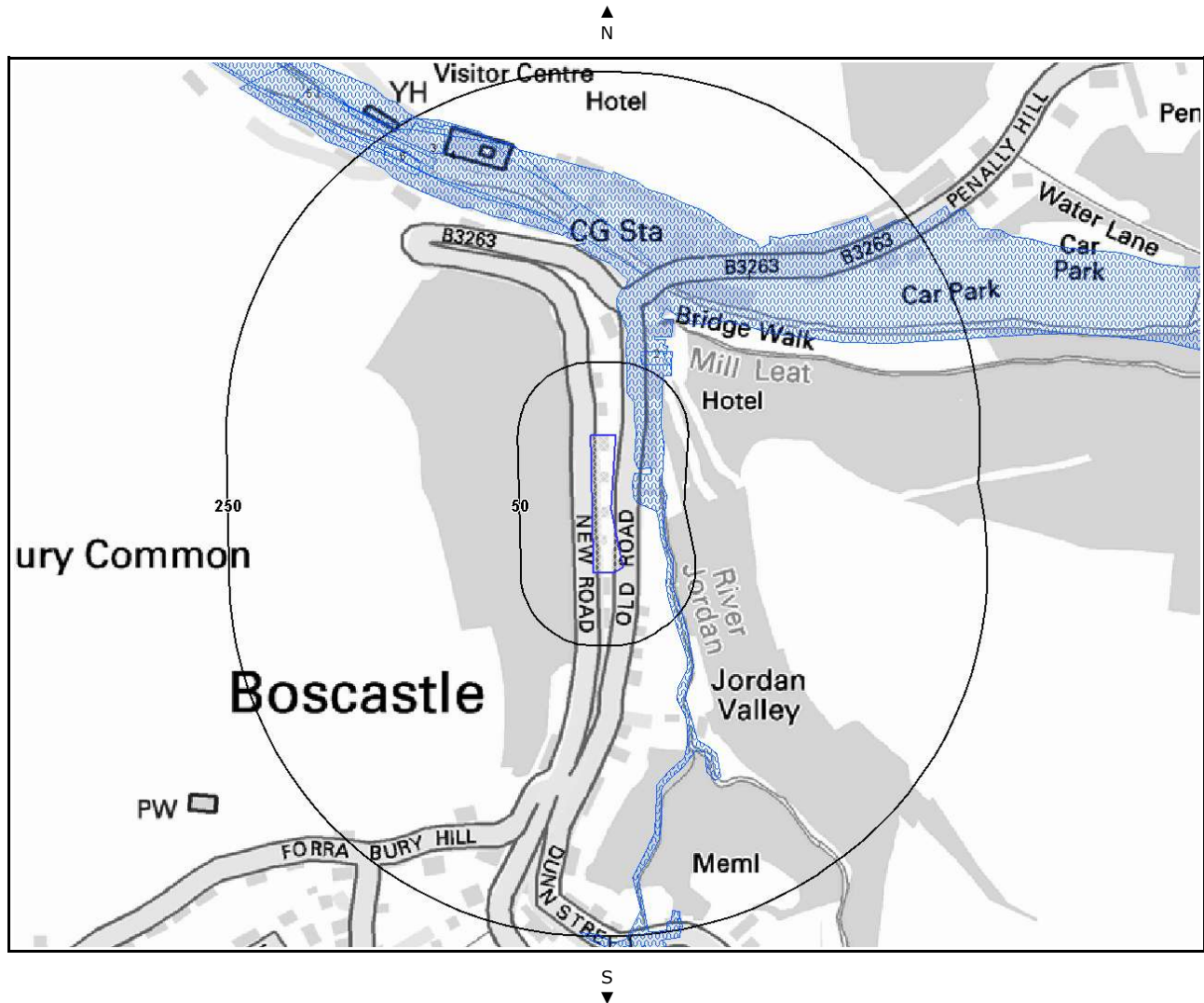
RoFRaS data for the study site indicates the property is in an area with a Very Low (less than 1 in 1000) chance of flooding in any given year.

Any relevant data within 250m is represented on Map 2- RoFRaS Flooding:

Any data found within 50m of the site boundary is detailed below:

ID	Distance [m]	Direction	RoFRaS flood Risk
1	11.0	E	Medium
2	15.0	E	Medium
3	25.0	E	High
4	31.0	E	Medium
5	33.0	E	Medium
6	36.0	E	Low

3. Environment Agency Historic Flooding Events



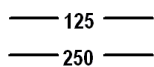
Environment Agency Historic Flooding Legend



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Site Outline



Search Buffers (m)



Historic Flood Events

3.1 Historic Flood Outlines

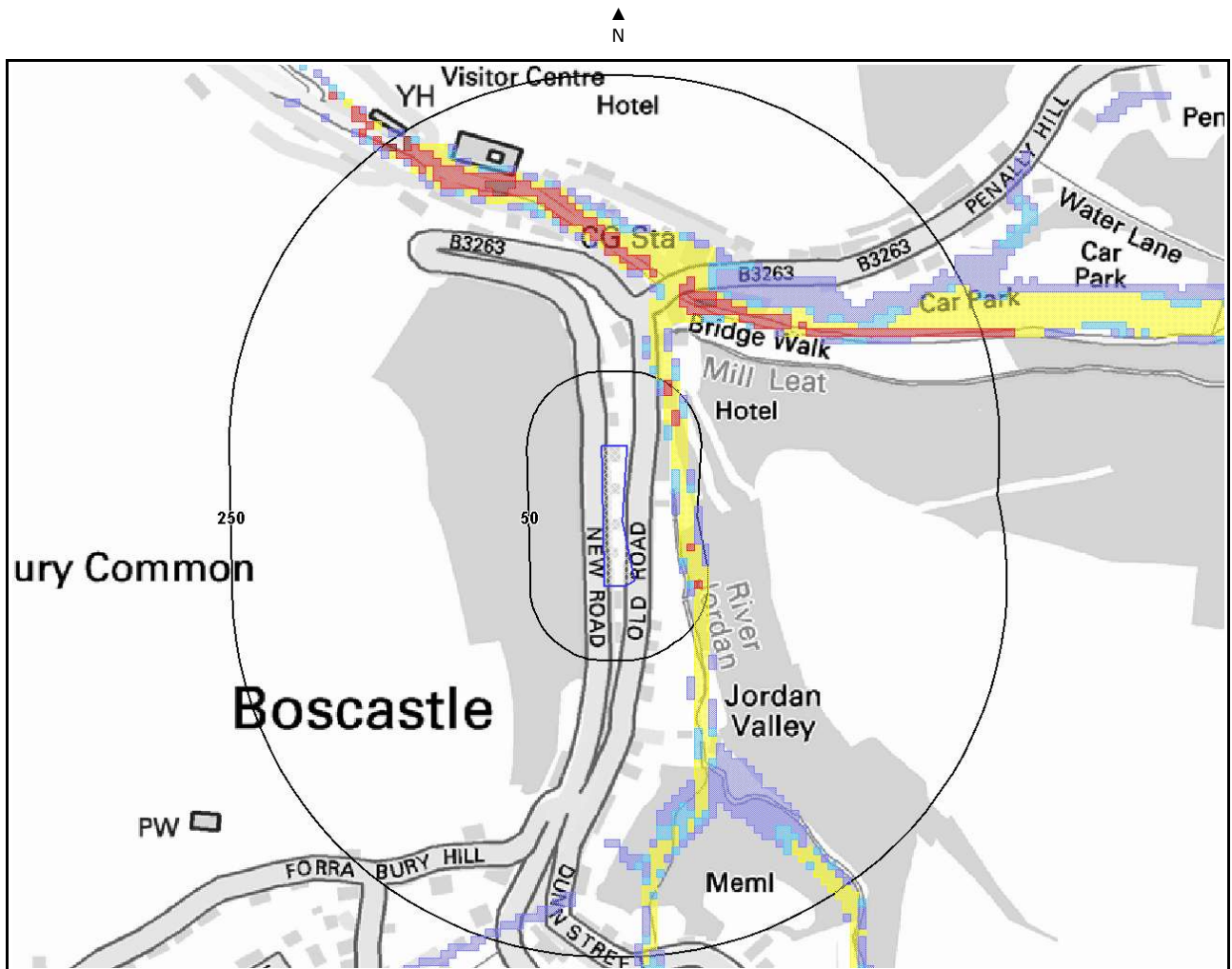
Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency? Yes

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Any records found within the search radius are displayed on Map 3 – Historic Flooding Events.

ID	Distance [m]	Direction	Event Name	Date of flood	Type of Flood: Fluvial, Tidal	Flood Cause
1	13.0	E	CW8488 - Boscastle	Start Date: 16-08-2004 End Date: 16-08-2004	Flood Source: main river	channel capacity exceeded (no raised defences)
2	52.0	N	CW8267 - Boscastle	Start Date: 06-02-1963 End Date: 06-02-1963	Flood Source: main river	unknown
3	113.0	N	CW8494 - Boscastle	Start Date: 01-01-1950 End Date: 01-01-1950	Flood Source: main river	obstruction/ blockage - bridge
4	148.0	N	CW8495 - Boscastle	Start Date: 03-06-1958 End Date: 03-06-1958	Flood Source: main river	unknown
5	213.0	NW	CW8582 - Boscastle	Start Date: 31-03-2006 End Date: 31-03-2006	Flood Source: sea	other
6	215.0	NW	CW8724 - Boscastle	Start Date: 10-03-2008 End Date: 10-03-2008	Flood Source: ordinary watercourse	channel capacity exceeded (no raised defences)
7	219.0	NW	CW8724 - Boscastle	Start Date: 10-03-2008 End Date: 10-03-2008	Flood Source: ordinary watercourse	channel capacity exceeded (no raised defences)

4. JBA Surface Water (Pluvial) Flood Map

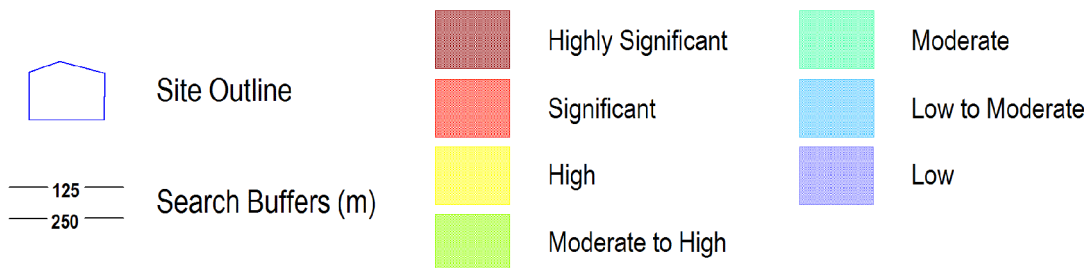


JBA Surface Water (Pluvial) Flood Legend



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4.JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the study site?

Negligible

Guidance: The site has been assessed to be at a Negligible Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

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The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

Distance	Direction	Risk
25.0	E	Low to Moderate
29.0	NE	High
30.0	E	High
30.0	E	Low
31.0	E	Low to Moderate
31.0	E	Low to Moderate
32.0	E	Low
33.0	NE	Significant
35.0	E	Low
35.0	E	Low to Moderate
38.0	E	Significant
39.0	NE	Low
40.0	NE	Low to Moderate
40.0	E	Significant
41.0	E	Low
41.0	E	Low to Moderate
42.0	NE	Significant
44.0	E	Low
44.0	NE	Low to Moderate
45.0	NE	Low
46.0	E	Low
48.0	NE	High

5. BGS Groundwater Flooding

5.1 Groundwater Flooding Susceptibility Areas

Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site? **No**

What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions? **The area is not considered to be prone to groundwater flooding**

5.2 Groundwater Flooding Confidence Areas

What is the British Geological Survey confidence rating in this result? **Not Applicable**

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The **confidence rating** is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

6. BGS Geological Indicators of Flooding

6.1 Are there any geological indicators of flooding within 250m of the study site? Yes

This dataset identifies the presence of superficial geological deposits which indicate that the site may be, or have been in the past, vulnerable to inland and/or coastal flooding. This assessment does not take account of any man-made factors such as flood protection schemes, and the data behind the report are purely geological.

Distance [m]	Direction	Description
61.0	SE	Higher flood potential from rivers: the first areas to experience the effects of inland flooding in a river catchment.
65.0	NE	Lower flood potential from rivers: areas affected by secondary flooding in extreme cases as a result of a prolonged flood event.
156.0	NE	Lower flood potential from rivers: areas affected by secondary flooding in extreme cases as a result of a prolonged flood event.

7. JBA Reservoir Failure Impact Modelling

7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?

No

JBA Risk Management have modelled the flooding impact from 1,700 reservoirs in England and Wales, should there be a catastrophic failure of a reservoir wall or embankment.

Guidance: None required

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8. Contacts

Groundsure Helpline

Telephone: 08444 159 000
info@groundsure.com

British Geological Survey (England & Wales)

Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143. Fax: 0115 936 3276. Email:
enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

Environment Agency

Floodline tel: 0845 988 1188
General enquiry tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

JBA Risk Management

South Barn,
Broughton Hall,
Skipton
BD23 3AE
01756 799919

Ordnance Survey

Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505

Local Authority

Authority: Cornwall Council (Unitary)
Phone: 0300 1234 100
Web: <http://www.cornwall.gov.uk/>
Address: County Hall, Treyew Road, Truro, Cornwall, TR1 3AY

Get Mapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW
Tel: 01252 845444

CoPSO

The Old Rectory, Church Lane, Thornby, Northants NN6 8SN
Tel: 0871 4237191
(www.copso.org.uk)

Acknowledgements

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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.

Report Reference: Floodview Specimen

Brought to you by Groundsure

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@groundsure.com





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@4C.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
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- 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 he finds 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

You can get more information about the PCCB from 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@4C.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.

We will co-operate fully with the Ombudsman during an investigation and comply with his 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.

"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) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotations

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 subcontractors;
- (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.

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.