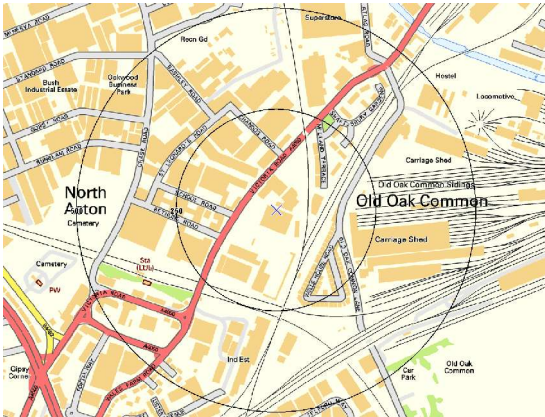


Groundsure HS2 and Crossrail



Address: Specimen Address

Date: Report Date

Groundsure Reference: HS2 & Crossrail Specimen

Your Reference: HS2 & Crossrail Specimen

Grid Reference: 123456,123456

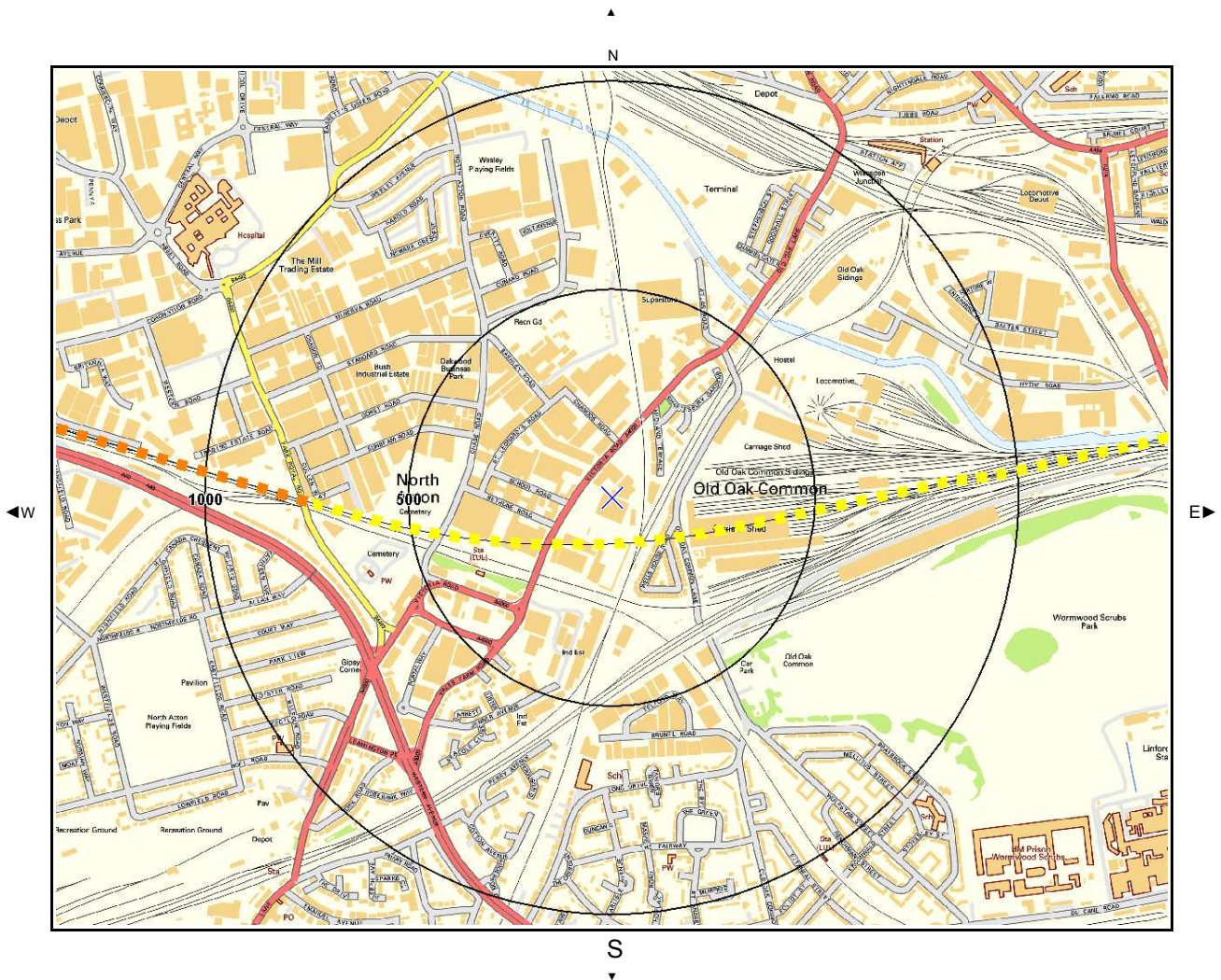


HS2: The property is located approximately 110m from the proposed High Speed 2 (HS2) Network railway line. Please see page 2 for further information.

Crossrail 1: The property is located approximately 386m from the Crossrail 1 network. Please see page 6 for further information.




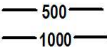

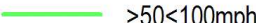
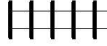
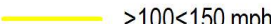

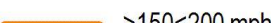
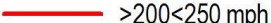


HS2 Location Map (within 1km)



HS2 Location Map Legend

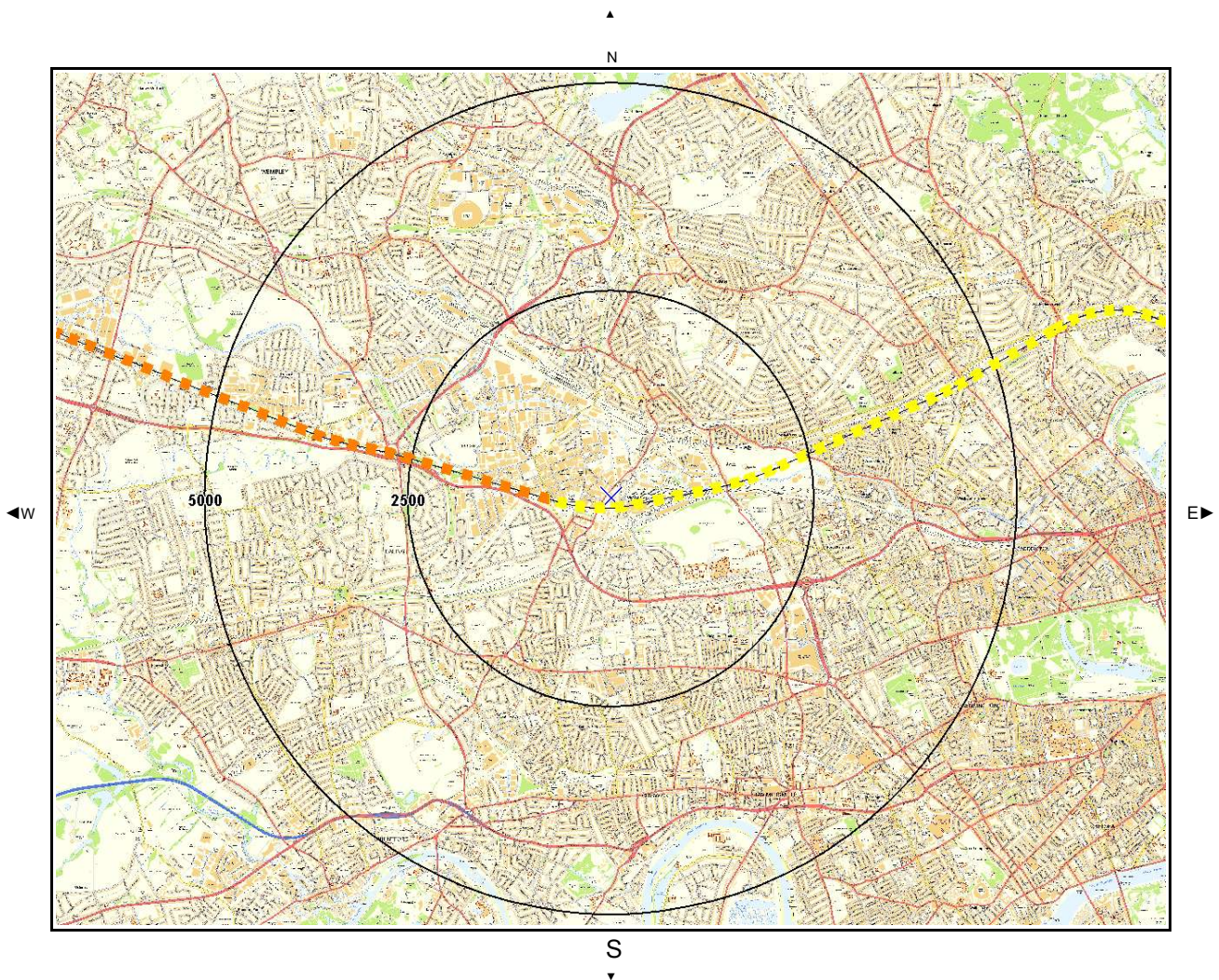
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		<u>Track Type</u>	<u>Estimated Train Speed</u>
	Search Centre	 Surface Running Track	 <50mph
	Search Buffers (m)	 Tunnel	 >50<100mph
		 Bridge/ Viaduct	 >100<150 mph
		 Green Tunnel	 >150<200 mph
			 >200<250 mph

Report Reference: HS2 & Crossrail Specimen

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




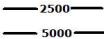







HS2 Location Map (within 5km)



HS2 Location Map Legend

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Contains public sector information licensed under the Open Government
Licence v2.0.

		<u>Track Type</u>	<u>Estimated Train Speed</u>
	Search Centre	 Surface Running Track	 <50mph
	Search Buffers (m) 2500 5000	 Tunnel	 >50<100mph
		 Bridge/ Viaduct	 >100<150 mph
		 Green Tunnel	 >150<200 mph
			 >200<250 mph

Report Reference: HS2 & Crossrail Specimen

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

Detailed Data

Nearest centre point of track on HS2 Route.

Distance (m)	Direction	Track Type	Maximum Speed (mph)
110	S	Tunnel	140mph

Nearest centre point of overground track on HS2 Route.

Distance (m)	Direction	Track Type	Maximum Speed (mph)
No data found within 5km	No data found within 5km	No data found within 5km	No data found within 5km

Route data published by High Speed Two Limited (HS2 Ltd). Further details of track types and maximum operating speeds for Phase 2 of the line can be found on the Government's [HS2](#) website within the 'Route Section Plans'.

General Information

This report details the proposed location of the London to West Midlands phase of the network (Phase 1), and the 'initial preferred route' route for the West Midlands to Leeds/Manchester link (Phase 2). A final decision on the preferred route for Phase 2 is due by December 2014, and this route is subject to change following consultation.

The new trains will be up to 400m long and able to carry up to 1100 passengers. Up to 18 trains per hour will be able to use each line, and will be capable of reaching speeds up to 400 km per hour (approximately 248mph). However, the maximum operating speed is likely to be 360 km per hour (224mph).

Information for Householdors:

Compensation Schemes for householdors affected by the HS2 route were proposed within the Government consultation launched on 25th October 2012 and include the following:

Properties required for demolition - Sale and Rent Back

Allows owners of properties due for demolition to sell them to the Government but to remain in residence as tenants until the property is needed for construction.

Properties within up to 120m of the route - Advanced and Voluntary Purchase

Eligible property owners within either the Safeguarded Area or the Voluntary Purchase Zone will be able to ask the Government to buy their property at its unblighted open market value. Properties within the Safeguarded Area will receive additional compensation (typically 10% of the unblighted value of the property, plus fees associated with relocation, including legal fees). The Safeguarded Area is generally within 60m of the line of the route, though may be more in some areas.

Report Reference: HS2 & Crossrail Specimen

The Voluntary Purchase Zone is generally set at 120m from the line of the route. However, the Zone does not apply in urban areas, anywhere within the M25, or when the HS2 route is within deep bored tunnels.

Properties in as yet undefined proximity to the line - 'Part 1' Compensation

After the railway has been open for one year, property owners in and around the line of the route can seek compensation for the physical impacts of the railway on their property e.g. Increased noise, vibration or light pollution.

Properties in as yet undefined proximity to the line – Long Term Hardship Scheme

Allows those outside the Voluntary Purchase Zone who have a strong personal reason to sell, but, because of HS2, cannot do so other than at a significant loss, to have their property purchased by the Government.

Properties above tunnels used for the route – Tunnel Guarantees

A series of measures, including before and after surveys and settlement deeds, that underlines the Government's commitment to protecting properties above and within 30m of tunnels. This involves pre-construction surveys of all properties potentially affected and the production of Settlement Deeds to provide clear legally binding assurances to property owners that HS2 Ltd will be responsible for resolving any issues caused by tunnelling. Freeholders will also receive payment for 'subsoil rights' for land used by these underground tunnels. This is likely to be around £50 to represent the perceived value of the subsoil, and £250 as a contribution towards any professional fees for any advice claimants may wish to seek.

Further information on the compensation schemes can be found on the [HS2 website](#).

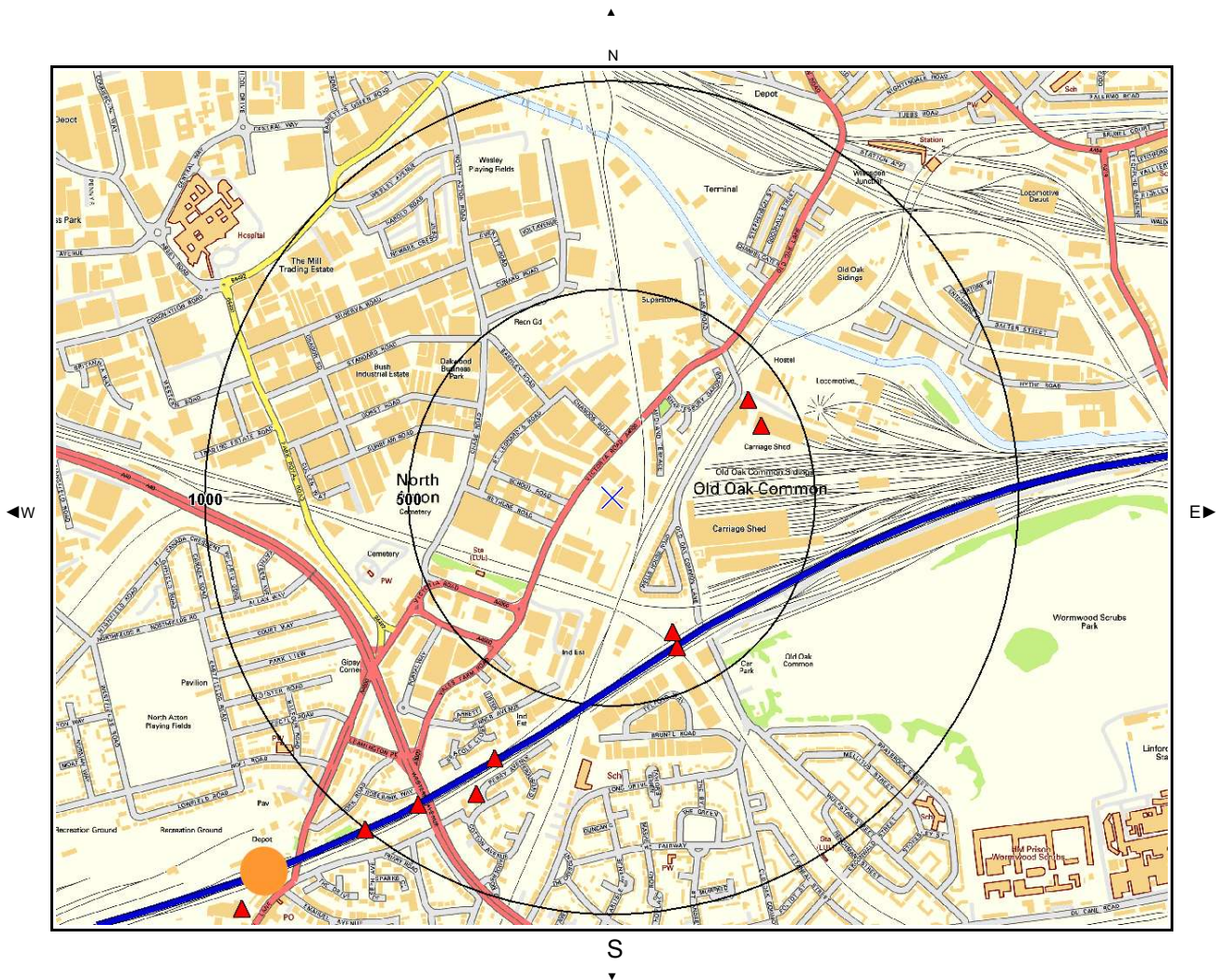
Development Timescale

The table below gives an approximate timescale for developments within the HS2 project.

Autumn 2012	Engagement programme on Phase 2 preferred route, to discuss local views and concerns
Spring 2013	Consultation on draft Environmental Statement for Phase 1 including design refinements
End of 2013	Introduction of a hybrid bill to provide necessary powers to construct and operate Phase 1 of the railway
Early 2014	Consultation on preferred route for Phase 2
2015	Government's announcement of the chosen route for Phase 2
2015	Target date for Royal Assent for the Hybrid Bill, containing legal powers to construct HS2
2017-2025	Phase 1 construction period (starts and ends at different times and at different points along the route)
2024-2026	Commissioning and testing
2026	Phase 1 line opens to passengers
2032-2033	Phase 2 line opens to passengers

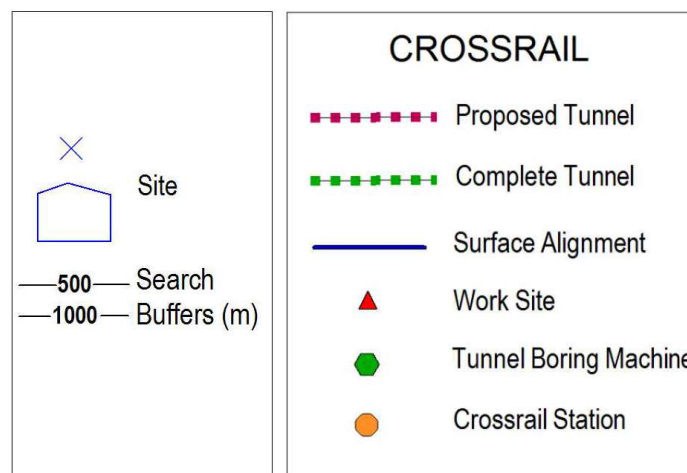
Report Reference: HS2 & Crossrail Specimen

Crossrail 1 Location Map (within 1km)



Crossrail 1 Location 1km map

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Crossrail 1 Detailed Data

Nearest Crossrail 1 Construction Site

Distance (m)	Track Type	Construction Status
386	Surface Alignment	Unknown

Nearest Crossrail 1 Worksite (within 1km)

Distance (m)	Worksite	Estimated Start Date	Estimated End Date	Description of work	Date of last update
359.0	Old Oak Common Depot	20/05/2015	31/08/2016	Installation of new power cables from Old Oak Common to Hayes & Harlington station as part of upgrading the power supply in preparation for the new rolling stock	09/02/2016
398.0	Old Oak Common Depot	08/01/2016	31/03/2016	Piling and cable installation work between Western Avenue and Old Oak Common Lane	09/02/2016
403.0	Old Oak Common Depot	11/08/2014	31/12/2017	Commencement of construction of new depot for Crossrail trains at Old Oak Common	09/02/2016
407.0	Old Oak Common Depot	01/07/2014	31/12/2017	Construction and operation of a depot for a logistics hub at Old Oak Common	09/02/2016
692.0	Old Oak Common Depot	20/05/2015	31/08/2016	Installation of new power cables from Old Oak Common to Hayes & Harlington station as part of upgrading the power supply in preparation for the new rolling stock	09/02/2016

Report Reference: HS2 & Crossrail Specimen

790.0	Acton Main Line	08/01/2016	31/03/2016	Piling and cable installation work between Western Avenue and Old Oak Common Lane	09/02/2016
881.0	Acton Main Line	21/11/2015	04/03/2016	Overhead line and cabling work	09/02/2016

Nearest Crossrail 1 Stations (within 5km)

Distance (m)	Name	Description
1240.0	Acton Main Line	Existing Station
3424.0	Ealing Broadway	Existing Station
4766.0	West Ealing	Existing Station

Crossrail 1 Information

Crossrail 1 is Europe's largest infrastructure project, comprising of over 100km of new railway stretching from Reading and Heathrow in the west, across Shenfield and Abbey Wood in the east. The project will include 21km of new twin-bore rail tunnels and ten new stations. Up to 24 trains per hour will operate in the central section between Paddington and Whitechapel during peak periods, carrying up to 1,500 passengers per train. It will bring an additional 1.5 million people within 45 minutes commuting distance within London's key business districts. Around 200 million passengers will travel on Crossrail 1 each year and the route will provide a 10% increase to rail capacity in London once open in 2018.

Information for Household:

Crossrail 1 Information Paper D12 - Ground Settlement - explains the arrangements for assessing, monitoring and mitigating the effects of ground settlement arising from Crossrail 1 construction on individual buildings ("the settlement policy").

The Information Paper includes information on the Crossrail 1 Settlement Deed, including the Deed itself and the qualifying criteria. This is available as a download on the Crossrail 1 website.

WHERE DOES THE CROSSRAIL 1 SETTLEMENT POLICY APPLY?

The Crossrail 1 Settlement Policy applies to all buildings that may be affected by Crossrail 1 tunnelling. But the policy does not apply to new buildings which:

- were granted planning permission after 1 March 2008; or
- are not substantially complete ten months before Crossrail 1 plan to start work that will affect the buildings.

WHO CAN HAVE A SETTLEMENT DEED?

If the settlement policy applies to a property that you own, you can also ask us for a Settlement Deed. This is a formal legal undertaking but you don't have to enter into a deed to benefit from the settlement policy.

You can have a Settlement Deed if:

- your building is 30 metres or less from Crossrail 1 tunnels or other excavations;
- you let Crossrail 1 know you want a deed at least ten months before they start work that may cause settlement beneath your building; and
- you sign and return a copy of the deed to Crossrail 1 within 21 days.

The procedure for entering into a settlement deed, which also contains a copy of the application form, is available for download from the Crossrail 1 website, or by application to the Crossrail 1 Helpdesk at: helpdesk@crossrail.co.uk. Please read the Information Paper, qualifying criteria and procedure carefully before making any application. It is not necessary to enter into the deed to benefit from the settlement policy. If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@Groundsure.com

The route data has been digitised from publicly available maps by Groundsure. The route as provided relates to the Crossrail 1 project only, and does not include any details of the Crossrail 2 project, as final details of the route for Crossrail 2 are still under consultation.

The route and distances shown have been digitised from Consolidated Plans in the public domain, published November 2007. This route does not represent the final as-built alignment as tunnelling on the route is still in progress. There is potential for some minor deviation due to geotechnical, engineering or other adverse conditions which would in turn affect the final track alignment.

Contacts

Groundsure Helpline
Telephone: 08444 159 000
info@groundsure.com



Ordnance Survey
Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505



HS2 Ltd

Email: HS2enquiries@hs2.org.uk
HS2 Limited
2nd Floor, Eland House, Bressenden Place,
London, SW1E 5DU
General enquiries: 020 7944 4908

Crossrail Helpdesk

Crossrail Limited
25 Canada Square
Canary Wharf
London E14 5LQ
Tel: 0345 602 3813 (24 hours, 7 days a week)
Email: helpdesk@crossrail.co.uk.

CoPSO

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

Tel: 0871 4237191
(www.copso.org.uk)



This report is produced by Groundsure Ltd, whose correspondence address is Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Fax: 01273 763569, Email: info@Groundsure.com). Groundsure's registered address is Groundsure Ltd, c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP. United Kingdom. Registration Number: 3421028. VAT Number 486 4004 42.

Limitations of this report

Please note that the HS2 route data in this report is based upon third party data, as provided by HS2 Ltd on 20-Feb-2014. The HS2 route is subject to ongoing consultation as the HS2 Hybrid Bill passes through Parliament and may have changed since this information was provided. This report only details the proposed route of the HS2 line from London to Birmingham, and the preferred proposed route from Birmingham to Leeds and Manchester, and does not include other infrastructure associated with route, e.g. Construction sites, roads and road realignments, bridges etc. This report does not confirm if the value of any property will be impacted by the proposed route. The report is point based and should not be used for large estates e.g. farms. It does not imply that properties more than 5km from the route may not be affected by noise, dust or other factors associated with construction and / or an operational railway. This report does not constitute an endorsement or criticism of the proposed rail link and is presented for information purposes only.

Acknowledgements

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

Report Reference: HS2 & Crossrail Specimen

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

Report Reference: HS2 & Crossrail Specimen

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

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. 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 or email: 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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