HS2

Is the property within 5km of Phase 1 or Phase 2 of the HS2 project? Yes

Crossrail 1

Is the property within 500m of the Crossrail 1 project? No

Oil, gas, coalbed methane and shale gas

Is the property within 25km of planned or existing oil, gas, coalbed methane or shale gas exploration and extraction projects? Yes

Wind Farms

Is the property within 15km of active or planned wind farms? Yes

Solar Farms

Is the property within 15km of active or planned solar farms? Yes

Power Stations

Is the property within 25km of active or planned power stations? Yes

Energy Infrastructure

Is the property within 25km of planned large scale energy infrastructure? Yes
### HS2 Guidance

The property lies within the Rural Support Zone for HS2, in which eligible owner-occupiers are able to ask the Government to buy their property for 100% of its unblighted value, as assessed by two independent valuers. This scheme will be open to applicants by the end of 2014. Alternatively, if a owner-occupier decides they do not wish to sell, they may be eligible for a lump-sum payment equal to 10% of the full, unblighted market value of their property (from a proposed minimum of £30,000 to a maximum of £100,000). This scheme lasts until one year after the trains start running. Please note, this scheme is only available to homeowners who were unaware of the proposed HS2 route when the property was purchased.

### Crossrail 1 Guidance

The property lies over 1000m from the Crossrail 1 project. As such, no further guidance is considered necessary.

### Oil, Gas, Coalbed, Methane and Shale Gas Guidance

The property lies within 25km of a former, current or planned hydrocarbon exploration and/or extraction site. A prudent purchaser may wish to check the location and status of these sites in Sections 2.1 and 3.1 to help ascertain whether the site(s) are likely to have any material impact on the homeowner's enjoyment of the property or asset value.

### Wind Farms Guidance

The property lies within 15km of existing and/or planned multiple wind turbine sites. A prudent purchaser may wish to check the location and status of these sites in Sections 4.1 and 4.2 to help ascertain whether the site(s) are likely to have any material impact on the homeowner’s enjoyment of the property or asset value.

### Solar Farms Guidance

The property lies within 15km of existing and/or planned solar farms. A prudent purchaser may wish to check the location and status of these sites in Section 4.4 to help ascertain whether the site(s) are likely to have any material impact on the homeowner’s enjoyment of the property or asset value.

### Power Stations Guidance

The property lies within 25km of existing power stations and/or existing or planned nuclear sites. A prudent purchaser may wish to check the location and status of these sites in Sections 5.1 and 5.2 to help ascertain whether the site(s) are likely to have any material impact on the homeowner’s enjoyment of the property or asset value. The potential impact of any power station will depend on the type of generation as well as the generating capacity.

### Energy Infrastructure Guidance

The property lies within 25km of proposed major energy infrastructure projects. A prudent purchaser may wish to check the location and status of these sites in Sections 5.3 and 5.4 to help ascertain whether the site(s) are likely to have any material impact on the homeowner’s enjoyment of the property or asset value.
1a. HS2 and Crossrail 1km Map (within 1km)
HS2 and Crossrail

1.1 High Speed 2

Is the property within 5000m of the proposed HS2 route?  Yes

<table>
<thead>
<tr>
<th>Distance (m)</th>
<th>Direction</th>
<th>Track Type</th>
<th>Maximum speed (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139</td>
<td>W</td>
<td>Bridge/Viaduct</td>
<td>249mph</td>
</tr>
</tbody>
</table>

Detailed Data

Nearest centre point of track on HS2 Route:

<table>
<thead>
<tr>
<th>Distance (m)</th>
<th>Direction</th>
<th>Track Type</th>
<th>Maximum Speed (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139</td>
<td>W</td>
<td>Bridge/Viaduct</td>
<td>249mph</td>
</tr>
</tbody>
</table>

Nearest centre point of overground track on HS2 Route:

<table>
<thead>
<tr>
<th>Distance (m)</th>
<th>Direction</th>
<th>Track Type</th>
<th>Maximum Speed (mph)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139</td>
<td>W</td>
<td>Bridge/Viaduct</td>
<td>249mph</td>
</tr>
</tbody>
</table>

1.2 HS2 Safeguarding and Compensation Zones

Are there any HS2 Safeguarding and Compensation Zones within 25m of the study site?  Yes

The property is situated within 25m of the Rural Support Zone for High Speed 2.
1.3 HS2 Stations

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there any HS2 stations within 5000m of the study site?</td>
<td>No</td>
</tr>
</tbody>
</table>

The property is not situated within 5000m of any HS2 Stations.

1.4 HS2 Depots

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there any HS2 Depots within 5km of the study site?</td>
<td>No</td>
</tr>
</tbody>
</table>

The property is not situated within 5000m of any HS2 Depots.

1.5 Crossrail 1

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the property within 1000m of the proposed Crossrail 1 route?</td>
<td>No</td>
</tr>
</tbody>
</table>

The property is not situated within 1000m of the Crossrail 1 project.

1.6 Crossrail 1 Stations

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there any Crossrail 1 stations within 1000m of the property?</td>
<td>No</td>
</tr>
</tbody>
</table>

The property is not situated within 1000m of a Crossrail 1 station.

1.7 Crossrail 1 Worksites

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are there any Crossrail 1 construction sites within 1000m of the property?</td>
<td>No</td>
</tr>
</tbody>
</table>

The property is not situated within 1000m of a Crossrail 1 construction site.
High Speed 2

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 Householders:

Compensation schemes for householders affected by Phase 1 of the HS2 route either approved or proposed under the HS2 property consultation 2014 include the following:

<table>
<thead>
<tr>
<th>SCHEMES CURRENTLY AVAILABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Within the Safeguarded area and extended homeowner protection zone</strong></td>
</tr>
<tr>
<td>• Right to serve a Blight Notice</td>
</tr>
<tr>
<td>• Express Purchase*</td>
</tr>
<tr>
<td>• Rent back</td>
</tr>
<tr>
<td><strong>Within the Rural Support Zone (up to 120m from track in rural areas)</strong></td>
</tr>
<tr>
<td>• Cash offer OR voluntary purchase**</td>
</tr>
<tr>
<td>• Need to sell scheme</td>
</tr>
<tr>
<td>• Rent back</td>
</tr>
<tr>
<td><strong>Within the Homeowner payment zone (up to 300m from track in rural areas)</strong></td>
</tr>
<tr>
<td>• Homeowner payments***</td>
</tr>
<tr>
<td>• Zone 1: 120m to 180m - £22,500</td>
</tr>
<tr>
<td>• Zone 2: 180m to 240m - £15,000</td>
</tr>
<tr>
<td>• Zone 3: 240m to 300m - £7,500</td>
</tr>
<tr>
<td>• Need to sell scheme</td>
</tr>
<tr>
<td>• Rent back</td>
</tr>
<tr>
<td><strong>Outside the Homeowner payment zone (300m+)</strong></td>
</tr>
<tr>
<td>• Need to sell scheme</td>
</tr>
<tr>
<td>• Rent back</td>
</tr>
</tbody>
</table>

*Surface safeguarding only

**Applies to rural areas only and does not extend to area beyond bored tunnels

***Only available after Royal Assent to the Bill. Applies to rural areas only and does not extend to areas beyond bored tunnels
Blight Notice

People owning properties within the surface safeguarding area who satisfy residency requirements can serve a Blight Notice on the government. If the Blight Notice is accepted, the government will buy the property at its un-blighted open market value.

Express purchase

The express purchase scheme is available within the 'surface safeguarded area', land which may be required for the construction and operation of HS2.

In addition, those owner-occupiers whose property falls wholly or partly within the Extended Homeowner Protection Zone (the area of the surface safeguarded area in the October 2013 Safeguarding Directions no longer covered by the June 2014 Safeguarding Directions) may also be eligible for express purchase. Owner-occupiers within this zone will remain eligible to submit a Blight Notice for five years (until 25 June 2019).

Under the express purchase scheme owner-occupiers can apply to sell their property to the government at its un-blighted market value plus 10% (up to £47,000) as a ‘home loss payment’ and reasonable moving expenses (including stamp duty).

Rent back

If the government agrees to purchase your property through one of the HS2 schemes but you would like to remain living there, you can ask them to rent it back to you (reliant on certain criteria).

Cash offer

A cash offer scheme will operate in rural areas outside of the surface safeguarding area up to 120m from the centre-line of HS2 for people who do not wish to sell their own and would prefer to stay within their community. Eligible owner-occupiers will be able to receive a lump-sum payment equal to 10% of the un-blighted open market value of the property (from a minimum of £30,000 to a maximum of £100,000). Please note, this scheme is not available to anyone who was aware of the proposed HS2 route when the property was purchased, and cannot be used in conjunction with the voluntary purchase offer detailed below.
Voluntary Purchase Scheme

Under this scheme, the government will buy a property for 100% of its unblighted open market value if the property lies within the Rural Support Zone. The government will not cover additional costs such as legal fees or removal costs. This offer is not available if a homeowner as accepted the cash offer as described above, and is not available to homeowners who were aware of the proposed HS2 route when the property was purchased.

Need to Sell

This scheme is available to owner-occupiers of properties situated outside other compensation zones who have been unable to sell their property (other than at a substantially reduced price) as a direct result of the announcement of the proposed HS2 route. Please note that this scheme is only available to property owners who purchased the property before 11 March 2010.

Homeowner Payment Zone

This scheme applies to owner-occupiers of rural properties near the line of the route. Payments of between £7,500 and £22,500 are available depending on the distance to line. This scheme is only available to property owners who purchased this property before 9 April 2014.

Further details of all the compensation schemes can be found here.

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 Householders:

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.

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.
2. Energy - Current Licensed Areas and Wells

Current Licensed Areas and Wells Legend

- **Licensed Extraction or Exploration Sites**
  - Shale Gas
  - Coalbed Methane
  - Conventional Oil & Gas
  - Gas Storage
  - Mine Gas

- **Licensed Exploration Blocks**
- **Licensed Blocks**
- **Offered Blocks**

2. Energy - Current Licensed Areas and Wells

2.1 Licensed Hydrocarbon Extraction Sites (all types)

<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Site Name</th>
<th>Operator</th>
<th>Type</th>
<th>Intent</th>
<th>DECC References</th>
<th>Licence Number</th>
<th>Date of first drilling</th>
<th>Date of well completion</th>
<th>Licence Expiry</th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>2-3km</td>
<td>N</td>
<td>FRADLEY 1</td>
<td>NEXEN</td>
<td>Coalbed Methane</td>
<td>Exploration</td>
<td>DECC References: LN/07-2</td>
<td>PEDL115</td>
<td>17/10/2008</td>
<td>22/10/2008</td>
<td>22/10/2013</td>
</tr>
<tr>
<td>32</td>
<td>5-10km</td>
<td>NE</td>
<td>ALREWAS 1</td>
<td>SHELL</td>
<td>Conventional Oil and Gas</td>
<td>Exploration</td>
<td>DECC References: LN/07-1</td>
<td>PL192</td>
<td>13/09/1981</td>
<td>10/10/1981</td>
<td>10/10/1986</td>
</tr>
<tr>
<td>33</td>
<td>15-20km</td>
<td>N</td>
<td>HANBURY 1</td>
<td>CLYDE</td>
<td>Conventional Oil and Gas</td>
<td>Exploration</td>
<td>DECC References: LN/02-1</td>
<td>EXL111</td>
<td>14/09/1990</td>
<td>07/10/1990</td>
<td>07/10/1995</td>
</tr>
<tr>
<td>34</td>
<td>15-20km</td>
<td>SE</td>
<td>KINGSBURY 1</td>
<td>MUSTANG</td>
<td>Coalbed Methane</td>
<td>Exploration</td>
<td>DECC References: LN/12-1</td>
<td>PEDL041</td>
<td>12/02/2003</td>
<td>14/03/2003</td>
<td>14/03/2008</td>
</tr>
<tr>
<td>35</td>
<td>20-25km</td>
<td>W</td>
<td>HEATH FARM 1</td>
<td>SHELL</td>
<td>Conventional Oil and Gas</td>
<td>Exploration</td>
<td>DECC References: LM/10-1</td>
<td>PL196</td>
<td>21/01/1984</td>
<td>21/03/1984</td>
<td>21/03/1989</td>
</tr>
<tr>
<td>36</td>
<td>20-25km</td>
<td>NE</td>
<td>ASHBY G1</td>
<td>DARCY</td>
<td>Conventional Oil and Gas</td>
<td>Exploration</td>
<td>DECC References: LN/08-1</td>
<td>A91</td>
<td>20/03/1939</td>
<td>22/05/1939</td>
<td>22/05/1944</td>
</tr>
</tbody>
</table>

The following licensed hydrocarbon exploration and extraction sites have been identified within approximately 25km of the property:

Report Reference: HS2 and Energy
Client Reference: HS2 and Energy
This database shows all existing and historic licensed oil, gas, shale gas and coalbed methane extraction sites, and is supplied by the Department of Energy and Climate Change. The exact type of extraction site is shown in the 'Type' field in the data table above. It shows all wells which hold, or have formerly held, a UK Petroleum Exploration and Development License (PEDL) or its historical equivalent. These wells may have been licensed in any one of the 14 licensing rounds which have been undertaken by the Department of Energy and Climate Change (DECC) or any of its predecessors. The data within this section of the report shows wells which were licensed as far back as 1910. This dataset is obtained from DECC and Groundsure will endeavour to update this on a monthly basis.

The presence of a well in this database does not mean that any active exploration or production is occurring, and homebuyers may wish to check whether the well is noted to have a 'completed by' date within the data, which would indicate that no further activity is likely to take place at the site.

### Licensed Exploration and Development Blocks

<table>
<thead>
<tr>
<th>Is the property within 25km (approx) of any Licensed Exploration and Development Blocks?</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database searched and no data found.</td>
<td></td>
</tr>
<tr>
<td>This data shows areas which have been licensed to individual companies for Petroleum Exploration and Development in onshore areas of the UK.</td>
<td></td>
</tr>
<tr>
<td>Being within a licensed block does not mean that petroleum, gas, coalbed methane or shale gas exploration will definitely happen in proximity to a property, just that an operator has won the right to explore within that area if they choose to.</td>
<td></td>
</tr>
</tbody>
</table>

### Offered Blocks

<table>
<thead>
<tr>
<th>Is the property within 25km (approx) of any Offered Blocks?</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ID</strong></td>
<td><strong>Approximate distance (m)</strong></td>
</tr>
<tr>
<td>1</td>
<td>0-5km</td>
</tr>
<tr>
<td>2</td>
<td>0-5km</td>
</tr>
<tr>
<td>3</td>
<td>0-5km</td>
</tr>
</tbody>
</table>

Report Reference: HS2 and Energy
Client Reference: HS2 and Energy
<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate distance (m)</th>
<th>Direction</th>
<th>Block Reference</th>
<th>Offered Block Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>0-5km</td>
<td>W</td>
<td>SK00</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>5</td>
<td>5-10km</td>
<td>E</td>
<td>SK21</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>6</td>
<td>5-10km</td>
<td>E</td>
<td>SK20</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>7</td>
<td>5-10km</td>
<td>N</td>
<td>SK12</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>8</td>
<td>10-25km</td>
<td>NW</td>
<td>SK02</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>9</td>
<td>10-25km</td>
<td>NE</td>
<td>SK22</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>10</td>
<td>10-25km</td>
<td>S</td>
<td>SP19</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>11</td>
<td>10-25km</td>
<td>SW</td>
<td>SP09</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>12</td>
<td>10-25km</td>
<td>SE</td>
<td>SP29</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>13</td>
<td>10-25km</td>
<td>W</td>
<td>SJ91</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>14</td>
<td>10-25km</td>
<td>W</td>
<td>SJ90</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>15</td>
<td>10-25km</td>
<td>E</td>
<td>SK31</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>16</td>
<td>10-25km</td>
<td>E</td>
<td>SK30</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>17</td>
<td>10-25km</td>
<td>NW</td>
<td>SJ92</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>18</td>
<td>10-25km</td>
<td>NE</td>
<td>SK32</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>19</td>
<td>10-25km</td>
<td>SW</td>
<td>SO99</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>20</td>
<td>10-25km</td>
<td>SE</td>
<td>SP39</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>21</td>
<td>10-25km</td>
<td>N</td>
<td>SK13</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>22</td>
<td>10-25km</td>
<td>N</td>
<td>SK03</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>23</td>
<td>10-25km</td>
<td>N</td>
<td>SK23</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>24</td>
<td>10-25km</td>
<td>S</td>
<td>SP18</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>25</td>
<td>10-25km</td>
<td>S</td>
<td>SP08</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>26</td>
<td>10-25km</td>
<td>S</td>
<td>SP28</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>27</td>
<td>10-25km</td>
<td>NW</td>
<td>SJ93</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>28</td>
<td>10-25km</td>
<td>NE</td>
<td>SK33</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
<tr>
<td>29</td>
<td>10-25km</td>
<td>W</td>
<td>SJ81</td>
<td>Block will not be awarded to any operator in 14th Round of Licensing</td>
</tr>
</tbody>
</table>

Report Reference: HS2 and Energy

Client Reference: HS2 and Energy
This data shows areas which have been offered to companies in the 14th round of onshore licensing. As of 18th August 2015, 27 licences have been offered to companies with a further 132 licences subject to further environmental assessments prior to potentially being awarded later in 2015.

It should be noted that once a licence is taken up, carte blanche is not given for oil and gas exploration in the area. The requisite planning applications and environmental permits for each individual well or borehole still need to be acquired.

The total area which was offered in the 14th round of onshore licensing covered 116,300km$^2$, approximately 49.8% of mainland UK. However, the total area that will be now available for licensing is 5.04% of mainland UK.

### Further Guidance Notes

#### Terms of Petroleum Exploration and Development Licenses:

<table>
<thead>
<tr>
<th>Term</th>
<th>Length (years)</th>
<th>Phase</th>
<th>Expiry of License</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>6</td>
<td>Exploration</td>
<td>At end of the Initial Term unless the Licensee has completed the agreed Work Programme.</td>
</tr>
<tr>
<td>Second</td>
<td>5</td>
<td>Appraisal and Development</td>
<td>At end of the Second Term unless Secretary of State (SoS) has approved a Development Plan.</td>
</tr>
<tr>
<td>Third</td>
<td>20</td>
<td>Production</td>
<td>SoS has discretion to extend Licence if production likely to continue past 20 years</td>
</tr>
</tbody>
</table>

#### Notes on shale gas extraction:

Hydraulic fracturing, ‘hydrofracing’ or ‘fracking’, is an unconventional method of extracting natural gas from within shale rock formations. Shale gas is typically found in formations with low permeability which require stimulation to be extracted. This stimulation usually takes the form of hydrofracing, which involved the creation of fractures in the rock containing gas through the injection of water at high pressure, along with a proppant and other chemical additives. A ‘proppant’ is a solid material, commonly comprising treated sand or man-made ceramic materials which maintain fissures so the gas is able to flow from the fractured rock. The process of hydrofracing commonly uses between 4-6 million gallons of water per well, and cannot be undertaken using saline water.

The process had been subject to a moratorium following the implication of the activity in two small earthquakes (2.3 ML and 1.5 ML on the Richter magnitude scale according to the British Geological Survey) in proximity to Blackpool in April and May 2011. This moratorium was effectively lifted in December 2012 by the Secretary of State for Energy and Climate Change in a statement to parliament. The statement was based upon the introduction of new regulatory requirements to ensure that seismic risks are effectively mitigated.
3. Energy - Proposed Exploration Licences

Proposed Exploration Licences Legend

Is the property within 25km of any Proposed Exploration Licences? No

Database searched and no data found.

This dataset shows planning applications for sites intended to be used for the exploration, appraisal and extraction of hydrocarbons. Please be aware this may also include applications for subsurface geological exploration unrelated to hydrocarbon extraction. This data is derived from Local Authority planning records and is the most up to date information available, updated on a weekly basis. Groundsure would advise further research into any planning applications identified to determine the full nature of the activities proposed.

Please note that due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. If any refused applications are identified within this report which would have a bearing on a purchaser’s decision if they were to have been granted, you are advised to seek further clarification from the Local Authority on the application’s status. Whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to ensure that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. If the existence or absence of a planning application, consent or similar may have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the local authority.

If any applications have been identified within this report, Groundsure have included the planning reference so that further enquiries may be made with the planning authority.

Please note that the information within this report is presented for information only. Groundsure do not hold any additional information other than that which is presented within the report, and do not offer advice or opinion on the potential impacts of any hydrocarbon extraction or exploration projects, renewable or non-renewable power generation projects or any future plans for such projects. Additional information regarding projects may be available from the individual organisations’ websites, or from the local planning authority.
4. Energy - Wind Farms and Solar Farms

Wind Farms and Solar Farms Legend

## Existing and Consented Wind Installations

### Is the property within 15km (approx) of any Existing or Consented Wind Installations?

<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Details</th>
<th>Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>0-5km</td>
<td>NW</td>
<td>Site Name: Lichfield Sewage Treatment Works (Resubmission), Watery Lane, Curborough, WS13 8ER, West Midlands Operator/Developer: Severn Trent Water Status of Project: Approved on appeal Date of Status: 19-Feb-2013</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.9MW Total project capacity: 0.9MW Approximate Grid Reference: 412310,312350</td>
<td></td>
</tr>
<tr>
<td>2D</td>
<td>0-5km</td>
<td>SE</td>
<td>Site Name: Badger Farm, S of Hademore House Bridge, Fisherwick Road, Lichfield, West Midlands Operator/Developer: Bowler Energy Status of Project: Approved on appeal Date of Status: 16-Sep-2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.5MW Total project capacity: 0.5MW Approximate Grid Reference: 417000,308190</td>
<td></td>
</tr>
<tr>
<td>3G</td>
<td>5-10km</td>
<td>S</td>
<td>Site Name: Thickbroom Farm (Resubmission), Little Hay Lane, Weeford, Lichfield, West Midlands Operator/Developer: Landowner project Status of Project: Approved on appeal Date of Status: 27-Jun-2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.28MW Total project capacity: 0.28MW Approximate Grid Reference: 413010,303670</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>10-25km</td>
<td>N</td>
<td>Site Name: Braddocks Farm, Blithbury Road, Hamstall, Ridware, Rugeley, West Midlands Operator/Developer: Landowner project Status of Project: Operational Date of Status: 16-Apr-2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Type of project: Onshore Number of Turbines: 1 Turbine Capacity: 0.5MW Total project capacity: 0.5MW Approximate Grid Reference: 410580,320910</td>
<td></td>
</tr>
</tbody>
</table>
This dataset is sourced from Renewables UK, and shows all wind projects registered with the UK Wind Energy Database (UKWED). The dataset includes details on operating company, number of turbines, project and turbine capacity, and the status of the project on a given date. Please note that projects may subsequently have progressed since the 'Status Date'.

This dataset is provided for information only, with no guarantee given as to its completeness or accuracy. Renewables UK are excluded from any liability for any such inaccuracies or errors. Groundsure would advise further independent research of any sites of interest to determine exact locations and details of projects.

**Multiple Wind Turbine Planning Records and Applications**

<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Details</th>
</tr>
</thead>
</table>
| 5A | 0-5km                    | NW        | Site Name: Curborough Hall Farm, Curborough, Lichfield, Staffordshire, WS13 8ES  
Planning Application Reference: 11/00929/FUL  
Type of Project: 2 Wind Turbines  
Application Date: 28-Jul-11  
Planning Stage: Detail Plans Granted  
Project Details: Scheme comprises construction of two 5kw wind turbines (15.5m to hub).  
Approximate Grid Reference: 412490,312090 |
| 6  | 5-10km                   | SW        | Site Name: Manor Farm Wall Lane, Lichfield, Staffordshire, WS14 0AH  
Planning Application Reference: 12/00726/FUL  
Type of Project: 2 Wind Turbines  
Application Date: 17-Jul-12  
Planning Stage: Detail Plans Refused  
Project Details: Scheme comprises construction of 2, 50kw wind turbines with hub height of 36.4m and overall height to tip of 46m and associated facilities and works.  
Approximate Grid Reference: 410160,306500 |
| 7  | 5-10km                   | E         | Site Name: Hogs Hill, Off Main Road & Syerscote Lane, Haunton, Tamworth, Staffordshire, B79 9H  
Planning Application Reference: 10/00750/FULMEI  
Type of Project: 4 Wind Turbines  
Application Date: 09-Jun-10  
Planning Stage: Detail Plans Withdrawn  
Project Details: Scheme comprises installation of four wind turbine generators with overall height to tip of 125m and associated crane hard standing areas, access tracks, substation building, 80m meteorological mast, temporary construction compound and associated electri.  
Approximate Grid Reference: 422870,309470 |

Report Reference: HS2 and Energy

Client Reference: HS2 and Energy
<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>5-10km</td>
<td>E</td>
<td>Site Name: Land At Hogs Hill, Off Main Ro Syerscote Lane, Haunton, Tamworth, Staffordshire, B79 9HB Planning Application Reference: 12/00078/FULM Type of Project: 2 Wind Turbines Application Date: 11-Jun-12 Planning Stage: Detail Plans Refused Project Details: Scheme comprises construction of two 75m high, 500kw wind turbines with associated facilities and works. Approximate Grid Reference: 423880,310250</td>
</tr>
</tbody>
</table>

This dataset is derived from planning data supplied by Glenigan, and applications which did not meet location accuracy criteria were further geocoded by Groundsure. Glenigan is the largest provider of planning data in the UK. The company has been collecting and processing planning application data since 1973. Glenigan tracks applications from initial planning and tender through to contracts awarded. This report contains the most up to date commercially available information on planning applications made in the vicinity of the subject property since 2008. The dataset displays planning applications involving two or more wind turbines and is searched to 15km.

Please note that due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. If any refused applications are identified within this report which would have a bearing on a purchaser’s decision if they were to have been granted, you are advised to seek further clarification from the Local Authority on the application’s status. Whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to ensure that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. If the existence or absence of a planning application, consent or similar may have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the local authority.

If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made with the local authority. This dataset is updated on a quarterly basis.
## Single Wind Turbine Planning Records and Applications

Is the property within 5km (approx) of any Single Wind Turbine Planning Records or Applications?  Yes

<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Details</th>
</tr>
</thead>
</table>
| 9B  | 0-5km                    | SE        | Site Name: Barn Cottage Broad Lane, Huddlesford, Lichfield, Staffordshire, WS13 8PZ
|     |                          |           | Planning Application Reference: 10/01188/FUL
|     |                          |           | Type of Project: Wind Turbine
|     |                          |           | Planning Application Reference: 10/01188/FUL
|     |                          |           | Application Date: 19-Nov-10
|     |                          |           | Planning Stage: Detail Plans Granted
|     |                          |           | Project Details: Scheme comprises installation of a wind turbine.
|     |                          |           | Approximate Grid Reference: 415320,309840 |
| 10B | 0-5km                    | SE        | Site Name: Barn Cottage Broad Lane, Huddlesford, Lichfield, Staffordshire, WS13 8PZ
|     |                          |           | Planning Application Reference: 08/00524/FUL
|     |                          |           | Type of Project: Wind Turbine
|     |                          |           | Application Date: 21-May-08
|     |                          |           | Planning Stage: Detail Plans Refused
|     |                          |           | Project Details: Scheme comprises installation of a wind turbine.
|     |                          |           | Approximate Grid Reference: 415320,309840 |
| 11  | 0-5km                    | E         | Site Name: Thatchmoor Farm Broad Lane, Huddlesford, Lichfield, Staffordshire, WS13 8QH
|     |                          |           | Planning Application Reference: 10/01213/FUL
|     |                          |           | Type of Project: Wind Turbine
|     |                          |           | Application Date: 23-Sep-10
|     |                          |           | Planning Stage: Detail Plans Granted
|     |                          |           | Project Details: Scheme comprises installation of a single micro generation wind turbine (25m hub height) in a field to the north of Thatchmoor Farm.
|     |                          |           | Approximate Grid Reference: 415820,310750 |
| 12C | 0-5km                    | NW        | Site Name: Curborough Sewage Treatment Watery Lane, Curborough, Lichfield, Staffordshire, WS13 8EJ
|     |                          |           | Planning Application Reference: 09/01166/FULMEI
|     |                          |           | Type of Project: Wind Turbine
|     |                          |           | Application Date: 18-Nov-09
|     |                          |           | Planning Stage: Detailed Plans Submitted
|     |                          |           | Project Details: Scheme comprises installation of 1 wind turbine 900KW and ancillary development including access track, crane hardstanding, underground cabling, sub-station and temporary site compound.
|     |                          |           | Approximate Grid Reference: 413050,312130 |
| 13C | 0-5km                    | NW        | Site Name: Curborough Sewage Treatment Watery Lane, Curborough, Lichfield, Staffordshire, WS13 8EJ
|     |                          |           | Planning Application Reference: 11/01280/FULM
|     |                          |           | Type of Project: Wind Turbine
|     |                          |           | Application Date: 08-Dec-11
|     |                          |           | Planning Stage: Detailed Plans Submitted
|     |                          |           | Project Details: Scheme comprises installation of 1 wind turbine 900KW and ancillary development including access track, crane hardstanding, underground cabling, sub-station and temporary site compound.
|     |                          |           | Approximate Grid Reference: 413050,312130 |

Report Reference: HS2 and Energy
Client Reference: HS2 and Energy
<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>14C</td>
<td>0-5km</td>
<td>NW</td>
<td>Site Name: Curborough Sewage Treatment Wo Watery Lane, Curborough, Lichfield, Staffordshire, WS13 8ER&lt;br&gt;Planning Application Reference: 09/01166/FULM&lt;br&gt;Type of Project: Wind Turbine&lt;br&gt;Application Date: 18-Nov-09&lt;br&gt;Planning Stage: Detail Plans Refused&lt;br&gt;Project Details: Scheme comprises installation of a single wind turbine plus underground cabling, access track, control building, temporary site compound and ancillary development.&lt;br&gt;Approximate Grid Reference: 412480,312380</td>
</tr>
<tr>
<td>15D</td>
<td>0-5km</td>
<td>SE</td>
<td>Site Name: Land South Of Fisherwick Road, Hademore House Bridge, Lichfield, Staffordshire, WS14 9JN&lt;br&gt;Planning Application Reference: 13/00555/FUL&lt;br&gt;Type of Project: Wind Turbine&lt;br&gt;Application Date: 21/05/2013&lt;br&gt;Planning Stage: Detailed Plans Submitted&lt;br&gt;Project Details: Scheme comprises installation of a 3 bladed, 500kw wind turbine with hub height of 60m and tip height of 86.5m and associated works and facilities.&lt;br&gt;Approximate Grid Reference: 417030,308180</td>
</tr>
</tbody>
</table>

This dataset is derived from planning data supplied by Glenigan, and applications which did not meet location accuracy criteria were further geocoded by Groundsure. Glenigan is the largest provider of planning data in the UK. The company has been collecting and processing planning application data since 1973. Glenigan tracks applications from initial planning and tender through to contracts awarded. This report contains the most up to date commercially available information on planning applications made in the vicinity of the subject property since 2008. The dataset displays planning applications involving single wind turbines only and is searched to 5km.

Please note that due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. If any refused applications are identified within this report which would have a bearing on a purchaser’s decision if they were to have been granted, you are advised to seek further clarification from the Local Authority on the application’s status. Whilst Groundsure makes every effort to ensure that data is sourced from reliable providers, it is unable to ensure that the information is accurate, complete or up to date. Groundsure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. If the existence or absence of a planning application, consent or similar may have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the local authority.

If any applications have been identified within this report, Groundsure have included the planning reference to enable further enquiries to be made with the local authority. This dataset is updated on a quarterly basis.

Report Reference: HS2 and Energy
Client Reference: HS2 and Energy
Solar Energy

Solar farms are the large-scale application of Solar Photovoltaic (PV) installations used to generate electricity. Solar farms go through a rigorous planning procedure to get approval. This takes into account the suitability of the site, any potential impact on the locality and relevant renewable energy targets. Generally the land beneath can still be used for agricultural grazing, and can be returned to general agricultural use at the end of the solar farm’s lifespan.

The UK needs solar power to meet the 15% EU renewable energy targets by 2020. DECC considers that solar PV could contribute up to 20 gigawatts (GW) of generating capacity by 2020. For every 5MW installed, a solar farm will power 1,515 homes for a year and save 2,150 tonnes of CO2. 5MW of generating capacity requires approximately 25 acres of land.

<table>
<thead>
<tr>
<th>Is the property within 15km (approx) of any DECC-registered Solar Farms?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
</tbody>
</table>

The following records have been found within 15km of the study site:

<table>
<thead>
<tr>
<th>ID</th>
<th>Distance (m) and Direction</th>
<th>Address</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>16B</td>
<td>0-5km SE</td>
<td>Huddlesford Farm, Huddlesford House, Huddlesford Lane, Huddlesford Lichfield, Staffordshire WS13 8PY</td>
<td>Contractor: Green Energy Networks Ltd. LPA Name: Lichfield District Council. Capacity (MW): 1.0. Application Date: 04/06/2014. Pre Consent Status: Planning Permission Granted. Post Consent Status: Awaiting Construction Date Commenced: -</td>
</tr>
<tr>
<td>17E</td>
<td>0-5km SE</td>
<td>Park Lane, Land South Of The Cottage, Park Lane, Huddlesford, Lichfield, Staffordshire, WS13 8QB</td>
<td>Contractor: Green Energy Networks Ltd. LPA Name: Lichfield District Council. Capacity (MW): 1.0. Application Date: 04/06/2014. Pre Consent Status: Planning Permission Granted. Post Consent Status: Awaiting Construction Date Commenced: -</td>
</tr>
</tbody>
</table>
This database shows all operational and proposed sites intended to be used as solar photovoltaic farms. This data is sourced from the Department of Energy and Climate Change (DECC) and is updated on a monthly basis. This dataset includes details on installed capacity, operating company and the status of the project on a given date.

Is the property within 15km of any Planning Records of Solar Farms?  Yes

The following records have been found within 15km of the study site:

<table>
<thead>
<tr>
<th>ID</th>
<th>Distance (m) and Direction</th>
<th>Location</th>
<th>Details</th>
</tr>
</thead>
</table>
| 19B | 0-5km SE                   | Land South Of The Cottage Park Lane Huddlesford Lichfield Staffordshire WS13 8QB | Applicant name: Green Energy Networks Ltd  
Application Status: Full Application (Major)  
Application Date: 19/05/2014  
Application Number: 14/00518/FULM |
|     |                            |          | Installation of 1MW Solar PV farm (3,390 x 295w panels or 4,000 x 250w panels) and associated infrastructure |
| 20E | 0-5km S                    | Huddlesford House Huddlesford Lane Lichfield Staffordshire WS13 8PB | Applicant name: Green Energy Networks Ltd  
Application Status: Full Application (Major)  
Application Date: 16/05/2014  
Application Number: 14/00513/FULM |
|     |                            |          | Installation of 1MW Solar PV farm (3,390 x 295w panels or 4,000 x 250w panels) and associated infrastructure |
| 21F | 5-10km N                   | Blakenhall Park, Bar Lane, Barton under Needwood, | Applicant name: Mercer Farming Limited  
Application Status: -  
Application Date: 01/04/2015  
Application Number: ES.2015/00401 MCA |
|     |                            |          | Consultation from East Staffordshire Borough Council in connection with a planning application to them for change of use of land from agriculture to a mixed use of agricultural and the generation of renewable solar energy to facilitate the construction of a solar farm with ancillary development, including solar panels and frames, substation, grid connection and comms cabinets, pad mount, transformer and inverter, CCTV columns and perimeter fencing and gates |
| 22F | 5-10km N                   | Blakenhall Park, Bar Lane, Barton under Needwood, Staffordshire, DE13 8AJ | Applicant name: Mercer Farming Ltd  
Application Status: Detailed Planning Application  
Application Date: 01/04/2015  
Application Number: P/2015/00401 |
|     |                            |          | Change of use from agricultural to a mixed use of agricultural and the generation of renewable solar energy to facilitate the construction of a Solar Farm with ancillary development, including solar panels and frames, substation, grid connection and comms cabinets, pad mount, transformer and inverter, CCTV columns and perimeter fencing and gates |
| 23  | 5-10km NE                  | Land South East of Bonthorne Farm, Doghead Lane, Barton Under Needwood, Staffordshire, DE13 8AN | Applicant name: -  
Application Status: Detailed Planning Application  
Application Date: 11/11/2014  
Application Number: P/2014/01413 |
|     |                            |          | Installation of a 40kw ground mounted solar array |
| 24G | 5-10km S                   | Thickbroom Farm, Little Hay Lane, Weeford, Lichfield, Staffordshire, WS14 0PU | Applicant name: C Wylie & Son Ltd  
Application Status: Full Application  
Application Date: 22/07/2014  
Application Number: 14/00730/FUL |
<p>|     |                            |          | Installation of 250KW Solar PV farm (960 x 270w panels) and associated infrastructure |</p>
<table>
<thead>
<tr>
<th>ID</th>
<th>Distance (m) and Direction</th>
<th>Location</th>
<th>Details</th>
</tr>
</thead>
</table>
| 25 | 5-10km NE                  | Catton Hall, Catton Park, Catton, Swadlincote, Derbyshire, DE12 8LN | Applicant name: -  
Application Status: -  
Application Date: 10/12/2014  
Application Number: 9/2014/1168 |
|    |                            |          | The installation of a 50kw ground mounted photovoltaic array at |
| 26 | 10-15km NW                 | Rookery Farm, Orange Lane, Bromley, Hurst Abbots, Bromley, Staffordshire, WS15 3AX | Applicant name: -  
Application Status: Detailed Planning Application  
Application Date: 20/06/2014  
Application Number: P/2014/00741 |
|    |                            |          | Installation of 3 ground mounted solar arrays with a generating capacity of 50 kW |
| 27 | 10-15km NW                 | Parchfields Farm, Blithbury Road, Colton, Rugeley, Staffordshire, WS15 3HB | Applicant name: Solstice Renewables Ltd.  
Application Status: Full Application (Major)  
Application Date: 10/07/2015  
Application Number: 15/00834/FULM |
|    |                            |          | Installation of 1.7 MW Solar PV farm (6,776 x 250w panels) and associated infrastructure including electrical inverter cabins, transformer, switchgear, sub stations, storage building, access tracks, fencing, CCTV and landscape planting, and grid connecti |
| 28 | 10-15km E                  | Meadow View, Hunts aue, Netherseal, Swadlincote, Derbyshire, DE12 8BL | Applicant name: -  
Application Status: -  
Application Date: 05/11/2014  
Application Number: 9/2014/1050 |
|    |                            |          | THE ERECTION OF A PHOTOVOLTAIC ARRAY OF 4KWp CAPACITY APPROXIMATELY 8M LONG, 3M DEEP AND 2M IN HEIGHT ON LAND AT |
| 29H| 10-15km NE                 | LAND AT SK2618 9721 COTON PARK LINTON SWADLINCOTE DERBYSHIRE | Applicant name: -  
Application Status: -  
Application Date: 10/11/2014  
Application Number: 9/2014/1015 |
|    |                            |          | THE INSTALLATION OF 3.5MW SOLAR FARM AND ASSOCIATED INFRASTRUCTURE INCLUDING SECURITY FENCING, SUBSTATION AND LANDSCAPING ENHANCEMENT MEASURES ON |

This database shows application for planning permission relating to solar farms. The is data is sourced from the public register of planning information and is updated on a weekly basis. Please note that sites may have multiple applications for different aspects of their design and operation, and the presence of planning permission is not an indication of the permission having been granted.
5. Energy - Power Stations and Major Energy Infrastructure
Energy - Power Stations and Major Energy Infrastructure

5

Active Power Stations

Is the property within 25km (approx) of any Active Power Stations? Yes

The following records have been identified within 25km of the property:

<table>
<thead>
<tr>
<th>ID</th>
<th>Approximate Distance (m)</th>
<th>Direction</th>
<th>Company Name</th>
<th>Power Station Name</th>
<th>Type of Power Station</th>
<th>Total Capacity (MW)</th>
<th>Operating Since</th>
</tr>
</thead>
<tbody>
<tr>
<td>261</td>
<td>10-25km</td>
<td>NW</td>
<td>International Power / Mitsui</td>
<td>Rugeley, West Midlands</td>
<td>coal</td>
<td>1006.0</td>
<td>1972</td>
</tr>
<tr>
<td>262</td>
<td>10-25km</td>
<td>NW</td>
<td>International Power / Mitsui</td>
<td>Rugeley GT, West Midlands</td>
<td>gas oil</td>
<td>50.0</td>
<td>1972</td>
</tr>
<tr>
<td>263</td>
<td>10-25km</td>
<td>S</td>
<td>Smurfit Kappa Ssk</td>
<td>Smurfit Kappa Ssk Limited</td>
<td>Combined Heat and Power</td>
<td>8.7</td>
<td>No Details</td>
</tr>
<tr>
<td>264</td>
<td>10-25km</td>
<td>S</td>
<td>Cofely District Energy Ltd</td>
<td>Aston University Energy Centre, Aston University</td>
<td>Combined Heat and Power</td>
<td>3.03</td>
<td>No Details</td>
</tr>
<tr>
<td>265</td>
<td>10-25km</td>
<td>S</td>
<td>Cofely District Energy Ltd</td>
<td>Birmingham Children's Hospital</td>
<td>Combined Heat and Power</td>
<td>1.6</td>
<td>No Details</td>
</tr>
</tbody>
</table>

This dataset is derived from the Digest of United Kingdom Energy Statistics (DUKES)

<table>
<thead>
<tr>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Cycle Gas Turbine (CCGT )</td>
</tr>
<tr>
<td>Gas/Oil</td>
</tr>
<tr>
<td>Coal</td>
</tr>
<tr>
<td>Gas</td>
</tr>
<tr>
<td>Diesel</td>
</tr>
<tr>
<td>Gas CHP</td>
</tr>
<tr>
<td>Coal/Oil</td>
</tr>
<tr>
<td>Coal/Gas</td>
</tr>
<tr>
<td>Meat and bone</td>
</tr>
<tr>
<td>Pumped Storage</td>
</tr>
<tr>
<td>Combiheat and Power</td>
</tr>
<tr>
<td>Biomass</td>
</tr>
</tbody>
</table>

In 2011, UK electricity generation (including pumped storage) fell by 3.7%, from 382 TWh in 2010 to 368 TWh in 2011. Total electricity supply (including net imports) decreased by 2.7%.

NB 1 terawatt hour (1 TWh) = 1,000,000,000,000 watt hours (10^{12} watt hours).
Pie charts showing Electricity Generation for 2012/13

<table>
<thead>
<tr>
<th>UK Electricity generation 2012</th>
<th>UK Electricity generation 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Fuels 2%</td>
<td>Other Fuels 2.4%</td>
</tr>
<tr>
<td>Renewables 11%</td>
<td>Renewables 14.9%</td>
</tr>
<tr>
<td>Nuclear 19%</td>
<td>Nuclear 20%</td>
</tr>
<tr>
<td>Coal 39%</td>
<td>Coal 36%</td>
</tr>
<tr>
<td>Gas 28%</td>
<td>Gas 27%</td>
</tr>
</tbody>
</table>

5.2 Nuclear Power Stations (existing and planned)

<table>
<thead>
<tr>
<th>Is the property within 25km (approx) of an existing or planned Nuclear Power Station?</th>
<th>No</th>
</tr>
</thead>
</table>

Database searched and no data found.

This dataset is derived from a combination of sources and details existing, decommissioned and planned nuclear energy sites. Sources include the Health and Safety Executive, the Nuclear Decommissioning Authority, the National Infrastructure Planning Programme and the Nuclear Advanced Manufacturing.

Existing nuclear power stations may be in 'Operational', 'Defuelling' or 'Decommissioning' states. Further information about each site can be found at [http://www.hse.gov.uk/nuclear/regulated-sites.htm](http://www.hse.gov.uk/nuclear/regulated-sites.htm).

Report Reference: HS2 and Energy
Client Reference: HS2 and Energy
Proposed Energy Infrastructure Projects

<table>
<thead>
<tr>
<th>ID</th>
<th>Approx Distance (m)</th>
<th>Direction</th>
<th>Details</th>
<th>Summary</th>
</tr>
</thead>
</table>
| 1  | 5-10km              | N         | Operator: RWE npower  
Site Name: Willington C Gas Pipeline  
Stage: Stage 6. Post Decision | The application is for gas pipeline approximately 27km in length, buried for its entire length, with an above ground installation at the start point. The proposed pipeline will start near Yoxall in Staffordshire, where a connection will be made into the national transmission system, and the pipeline will terminate at a block valve within the site of the new Willington C Power Station in Derbyshire. The construction of the pipeline will be carried out within a temporary construction corridor, nominally 30m in width, but widening where additional working area is required. Three temporary construction compounds are required. One permanent access is required at the above ground installation. |

This data shows details of major national energy infrastructure projects taken from publicly available datasets. Major national energy infrastructure projects in this context are proposed large-scale energy generation projects which have been submitted to the Planning Inspectorates (formerly known as the Infrastructure Planning Commission). Further details for each project may be found on the National Infrastructure Planning website at [http://infrastructure.planningportal.gov.uk/projects/](http://infrastructure.planningportal.gov.uk/projects/).

Major Energy Infrastructure

This dataset shows all high capacity electricity transmission lines, strategic gas pipes and feeders and general National Grid infrastructure associated with electricity generation and transmission and gas transmission. The dataset only shows major and strategic gas and electricity supply infrastructure, and does not show any gas and electricity infrastructure on a local level, for example small substations, domestic/commercial gas supply pipes. It also does not show any pipelines operated by companies other than National Grid. This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors. Any information found within this dataset is displayed on Map 5 – Power Stations and Major Energy Infrastructure.
Sources of further information

Department of Energy and Climate Change (DECC)
DECC are the main regulatory body for conventional and unconventional oil and gas wells in the UK.

UK Wind Energy Database (UKWED)
This is produced by RenewableUK, the UK’s leading not-for-profit renewable energy trade association.

Planning Inspectorate
On 1 April 2012, under the Localism Act 2011, the Planning Inspectorate became the agency responsible for operating the planning process for nationally significant infrastructure projects (NSIPs).
http://infrastructure.planningportal.gov.uk/projects/

National Grid
http://www.nationalgrid.com/uk/LandandDevelopment/DDC/GasElectricNW/

British Geological Survey (BGS)
The BGS act as a consultee on shale gas, and other extractive hydrocarbon sources.
http://www.bgs.ac.uk/research/energy/shaleGas/home.html

Environment Agency.
The Environment Agency are responsible for regulating several aspects of hydrocarbon extraction.

Please note that the provision of links do not imply an endorsement of this report by any companies linked to, and these links are provided solely to enable further independent research. Furthermore, the provision of these links does not imply that Groundsure endorse the content of any such website.
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info@groundsure.com

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Southampton
SO16 0AS
Tel: 08456 050505
Website: http://www.ordnancesurvey.co.uk/

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

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

Acknowledgements: Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.
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 incorporates 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 on the Order Website.

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, any contract 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 encourage the Beneficiary to take) further professional 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 confirmed 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-license 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) when 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;
(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;

(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;

(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
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 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.

12.10 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.

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