Report Reference:	SF-413333
Your Reference:	SF11623885000
Report Date	Apr 28, 2009
Report Delivery Method:	**Email - pdf**

GroundSure Homebuyers

Address: **3 Grange Court, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6RX**

Dear Sir/Madam,

Thank you for placing your order with SearchFlow.

Please find enclosed the GroundSure Homebuyers as requested.

Following a detailed review by an expert in environmental risk screening, the specified property within this report has **Passed in terms of "Contaminated Land"**. Please see 'Expert Assessment' on Page 2 for further details with corresponding 'Environmental Overview and Guidance' detailed on page 3. The specific Passed status does not relate to flooding, mining, radon, mobile masts/telecommunication bases or ground stability.

If you need any further assistance, please do not hesitate to contact our helpline on 0870 787 7625 quoting the above report reference number

Yours faithfully,

SearchFlow

Enc.
GroundSure Homebuyers

GroundSure Homebuyers

Address: 3 Grange Court, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6RX

Date: Apr 28, 2009

Report Reference: SF-413333

Your Reference: SF11623885000

Grid Reference: 388915,358663



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If you would like any further assistance regarding this report then please contact SearchFlow on (T) 0870 787 7625, email: helpdesk@SearchFlow.co.uk

Expert Assessment

GroundSure's team of environmental consultants has reviewed the data contained within the GroundSure Homebuyers Ref: SF-413333

Dated: Apr 28, 2009

Based on this information, the level of environmental risk[1] associated with the property **3 Grange Court, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6RX has been**

Passed

After a further review of the risk factors disclosed by the data in this report, GroundSure considers that there is not a "High Potential Risk" that the Site will be identified as "Contaminated Land" under the Environmental Protection Act 1990. It is therefore GroundSure's professional opinion that "Contaminated Land" issues are unlikely to have a significant impact on the security of the Site for normal lending purposes.[2]

Additional Comments

The study site is located in an area where some properties may be affected by Natural Ground Subsidence. Please refer to the Environmental Overview and Section 5.2 for further information.
The study site lies in an area which may be affected by coal mining. Please refer to the Environmental Overview and Section 6.1 for further information.
Norwich Union's assessment of flood risk at this property indicates that there is a negligible risk of flooding.

[1] Please note that this assessment takes account of the following data: historical land use, landfill and waste transfer/treatment or disposal sites, scrap yards, current industrial uses (as defined by PointX data), IPPC and LAPPC processes, COMAH and NIHHS sites, dangerous substances releases, RAS consents, discharge and red list discharge consents, EPA 1990 sites and Pollution Incidents. This information is listed in this report. No assessment has been made of the risk presented by natural hazards such as radon, subsidence or flooding or for past or present coal mining activity. No physical inspection of the property has been carried out.

[2] "High Potential Risk" is the level of risk which results in 1% of reports being In Need of Further Assessment

Environmental Overview and Guidance

In view of the type and location of land use disclosed by this environmental report GroundSure were initially unable to certify this property. However, a GroundSure consultant has obtained and reviewed additional information on the property and presented this for further assessment. Our Risk Assessment Team has considered these findings and has concluded that these concerns are not significant. We therefore recommend that no further action needs to be taken.

Whilst falling outside the scope of this assessment you may wish to consider the following factors which could affect the property.

Issue	Guidance
Infilled Land	None required.
Flooding	Norwich Union's assessment of flood risk at this property indicates that there is a negligible risk of flooding. See Section 5.1 for more details.
Natural Ground Subsidence	The BGS have identified a moderate potential for Natural Ground Instability. This means that there is the potential for natural ground movement to occur that may be of concern. Such ground movement could cause damage to domestic or other properties. However, properties designed, constructed and maintained in compliance with modern building regulations should be unaffected by most minor subsidence. If thinking of buying a property in the area, you should seek professional advice from a professional property surveyor and also look at the property yourself in more detail to look for any signs of existing damage. If you already own a property in the area, and you think natural ground movement may have damaged it, you should contact your insurance company for advice. You should also take professional advice before changing the ground in any way, for example, by planting or removing trees, changing drainage or carrying out building work.
Shallow Mining	Where low-moderate potential for shallow mining is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.
Radon	None required.
Radon Protection	No Radon protection measures are required.
Coal Mining	The study site is located in an area which may be affected by surface or sub-surface coal mining. A Coal Mining Search is recommended. This can be ordered through the Coal Authority or your preferred search provider.
Underground Workings	None required.
Historical Mining	None required.
Natural Cavities	None required.
Mining Cavities	None required.

If you would like any further assistance regarding this report, then please contact the SearchFlow Helpline on 0870 787 7625.

Overview of Findings

For further information on each dataset, please refer to the Detailed Findings section of the report. For the 'Expert Assessment and Additional Comments' please refer to Page 2. The 'Environmental Overview and Guidance' can be found on Page 3.

Factor	Assessment	Section
Past Land Use		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]		
Potentially Contaminative Historical Land Uses	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Landfill and Waste Sites		
Landfill Sites	Passed	2.1
GroundSure Local Authority Landfill Sites Data	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
REGIS Waste Sites	Passed	2.4
Industrial Sites and Processes		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A Licences [IPC and IPPC Processes]	Passed	3.3
Part B Licences [LAPPC Processes]	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
EPA1990 Sites	Passed	3.9
Environment Agency Recorded Pollution Incidents	Passed	3.10
Environmental Setting		
Sites of Special Scientific Interest (SSSI)	No	4.1
Ramsar	No	4.1
Local Nature Reserves (LNR)	No	4.1
National Nature Reserves (NNR)	No	4.1
Special Areas of Conservation (SAC)	No	4.1
Special Protection Areas (SPA)	No	4.1
Natural Hazards & Additional Factors		
Norwich Union Flood Risk	Negligible risk of flooding	5.1
Norwich Union Insurability	Insurance Available	5.1
Natural Ground Subsidence	Moderate	5.2
Radon	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level	5.3
Radon Protective Measures	None	5.4
Mining		
Coal Mining	Yes	6.1
Shallow Mining	Low - Moderate	6.2
Mining Cavities	No	6.3
Natural Cavities	No	6.4
Historical Mining	No	6.5

Historical Underground Workings	No	6.6
Additional Information		
Mobile Transmitter Locations	No	7.1
OfCom Telecommunication Masts Locations	No	7.2
Overhead Electricity Transmission Lines and Pylons	No	7.3
Guide to Our Professional Assessment		8
Contact Details		9
Terms and Conditions		

Aerial Photograph

NW ▲N NE

◄W E►

SW ▼S SE



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Site Name: 3 Grange Court, Biddulph, Stoke-on-Trent, Staffordshire, ST8 6RX

Grid Reference: 388915,358663

Introduction to Detailed Findings

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

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

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas. In the case of the 1:2,500 scale data relating to areas of London and Bristol 100m^2 areas are referenced. In cases where such information requires further clarification, GroundSure analyse original source mapping and will adjust the assessment of the report accordingly.

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

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

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

This section also includes some Environment Agency data on historic waste / landfill sites which is still being updated by the Environment Agency as part of an ongoing project. GroundSure use this data because more accurate data is not yet publicly available and will use enhanced Environment Agency data when it is released.

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

Section 3.6 – The answer to this question is based on searches of Environment Agency databases referencing discharges to controlled waters (Discharge Consents) as well as controlled discharges of more harmful substances to public sewers (Red List Discharge and Water Industry Referrals).

Sections 5.2 to 5.4 – The answer to these questions is based upon information found within 50m of the search centre.

Sections 6.1 to 6.2 – The answer to these questions is based upon information found within 50m of the search centre.

Sections 6.3 and 6.4 – These databases provide an indication of "non-coal" mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

Sections 6.5 and 6.6 - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine, and by inference indicate the potential for underground features to extend outward from this point.

Section 7.2 - Please be aware that the information provided in the report includes masts that have OfCom permission to be constructed. This does not imply that they are currently present or will ever be constructed.

Section 7.3 - Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network. Therefore some features on the ground may not appear in the report. This database is provided only to give an indication that unsightly power lines may be present in close proximity to the property.

Detailed Findings

1. Past Land Use

1.1 Potentially Contaminative Uses

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

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

Risk Assessment **Passed**

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

Distance	Direction	Use	Date
93.0	SW	Smithy	1900
139.0	SW	Smithy	1898
219.0	NW	Unspecified Pit	1967

1.2 Potentially Infilled Land

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

Are there areas of potentially infilled land within 250m of the search centre ? **Yes**

Risk Assessment **Passed**

Guidance: No further action required.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by GroundSure:

Distance (m)	Direction	Use	Date
218.0	NE	Ponds	1878
219.0	NW	Unspecified Pit	1967

1.3 Additional Information – Historical Tank Database

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

Are there any historical tanks within 100m of the search centre? **No**

Risk Assessment **Passed**

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

1.4 Additional Information – Historical Energy Features Database

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

Are there any historical energy features within 100m of the search centre? **Yes**

Risk Assessment **Passed**

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

Distance (m)	Direction	Use	Date
77.0	SW	Electricity Sub Station	1994
78.0	SW	Electricity Sub Station	1974

1.5 Additional Information – Historical Petrol Station Database

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

Are there any historical petrol stations within 100m of the search centre? **No**

Risk Assessment **Passed**

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

1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

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

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

Risk Assessment **Passed**

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

Detailed Findings

2. Landfill and Waste Sites

NW N NE



W E

SW S SE

Landfill & Waste Sites Legend

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- Site Centre
- 250 / 500 Search Buffers
- Operational Landfill
- Closed Landfill
- Operational Waste Treatment License
- Closed Waste Treatment License
- Regis Waste Feature
- Environment Agency Active Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Point Data)
- BGS / DoE Survey Landfill
- GroundSure Local Authority Landfill Data (Region Data)
- GroundSure Local Authority Landfill Data (Point Data)

2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre? **Yes**

Risk Assessment **Passed**

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

Environment Agency Active Landfill Sites

Database searched and no data found.

Environment Agency Historic Landfill Sites

The following records are represented as points and polygons on the Landfill and Waste Sites map. Only points or polygons within 500m of the property are detailed.

ID	Distance	Direction	Site Name	Site Reference	Waste Type	Control Measures	Data Type
1	0.0	On Site	Triangle of land between Congleton Road (A527), Woodhouse Lane and Smithy Lane, Congleton Road, Staffordshire	-	No data	No data	Polygon
2	86.0	NW	Land West of Congleton Road, (A527), South of House Number 217, Sandbach, Cheshire	-	No data	No data	Polygon

British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

Landmark Landfill Data

Database searched and no data found.

2.2 GroundSure Local Authority Landfill Sites Data

Are there any additional Local Authority landfill sites records within 500m of the search centre? **No**

Risk Assessment **Passed**

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

Database searched and no data found.

2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 250m of the search centre? **No**

Risk Assessment **Passed**

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

Database searched and no data found.

2.4 REGIS Waste Sites

Are there any REGIS waste sites within 500m of the search centre?	**No**
Risk Assessment	**Passed**

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

Database searched and no data found.

Detailed Findings

3. Industrial Sites and Processes



Industrial Sites & Processes Legend

Enabled by Ordnance Survey

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- Site
- 250 Search Buffers
- 500
- Potentially Contaminative Industrial Sites
- Part A Processes
- Radioactive Consents (Lower Risk)
- RedList Discharge Consents
- Sites Determined as Contaminated Land
- Dangerous Substance Sites (List 1)
- Dangerous Substance Sites (List 2)
- Petrol & Fuel Sites
- LAAPC Consents
- Water Industry Referrals
- Discharge Consents
- COMAH / NIHHS Sites
- Radioactive Consents (Higher Risk)
- Environment Agency Recorded Pollution Incident

3.1 Potentially Contaminative Industrial Sites

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

Risk Assessment **Passed**

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

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance	Direction	Company	Address	Activity	Category
1	90.0	SW	Electricity Sub Station	-	Public Infrastructure; Infrastructure And Facilities; Electrical Features	Infrastructure And Facilities
2	173.0	W	Electricity Sub Station	-	Public Infrastructure; Infrastructure And Facilities; Electrical Features	Infrastructure And Facilities
3	186.0	NE	Electricity Sub Station	-	Public Infrastructure; Infrastructure And Facilities; Electrical Features	Infrastructure And Facilities

3.2 Petrol and Fuel Sites

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

Risk Assessment **Passed**

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

Database searched and no data found.

3.3 Part A Licences (IPC and IPPC Processes)

Are there any Part A Licences (IPC and IPPC Processes) within 500m of the search centre? **No**

Risk Assessment **Passed**

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

Database searched and no data found.

3.4 Part B Licences (LAPPC Processes)

Are there any Part B Licences within 250m of the search centre? **Yes**

Risk Assessment **Passed**

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

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance	Direction	Address	Local Authority	Processes Undertaken
4	179.0	NW	Bakers Car & Coach Hire	Staffordshire Moorlands	waste oil burning process::

3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search centre? **No**

Risk Assessment **Passed**

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

Database searched and no data found.

3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search centre? **No**

Risk Assessment **Passed**

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

Database searched and no data found.

3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search centre? **Yes**

Risk Assessment **Passed**

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

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance	Direction	Address	Receiving Water	Site Number
5A	369.0	NW	Biddulph Stw	Biddulph Brook	88000748
6A	369.0	NW	Hss Engineering Ltd.	Biddulph Brook	88000748
7A	369.0	NW	Hss Engineering Ltd	River Weaver Biddulph Brook	88000748
8A	369.0	NW	Biddulph Wwtw (north West Water Ltd)	River Weaver Biddulph Brook	88000748

3.8 Dangerous or Hazardous Sites

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

Risk Assessment **Passed**

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

Database searched and no data found.

3.9 Sites Determined as Contaminated Land under Part IIA EPA 1990[1]

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

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

Database searched and no data found.

3.10 Environment Agency Recorded Pollution Incidents

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

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

Database searched and no data found.

[1]Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

Detailed Findings

4. Environmental Setting

4.1 Designated Sites

Presence of sites of ecological value within 250m of the study site? **No**

Guidance:None required.

Records of Sites of Special Scientific Interest (SSSI) within 250m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 250m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 250m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 250m of the study site: **0**

Database searched and no data found.

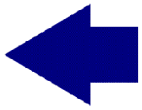
Detailed Findings

5. Natural Hazards

5.1 Flood Risk and Insurability

Norwich Union have generated a detailed flood risk assessment to accurately evaluate the flood risk for individual customers. The information from this assessment has been used to define the risk below – this is based on the individual property rather than the postcode. The flood risk assessment undertaken by Norwich Union is for river flooding and coastal flooding. No assessment has been made for flooding from other sources like groundwater flooding, flash flooding, sewerage flooding or flooding caused by defective household equipment or plumbing.

Norwich Union Flood Risk: 13N - Norwich Union's assessment of flood risk at this property indicates that there is a negligible risk of flooding.

Risk	Norwich Union Flood Rating	Norwich Union's assessment of flood risk:-	Insurability - In order to give an indication of the level of risk as seen by an insurance company the following assessment is provided by Norwich Union.	% of properties within this banding	Property specific assessment
Highest  Lowest	R	There is a Significant risk of flooding (greater than a 1.3% chance that the property will flood in any given year).	The level of risk is sufficiently high that without evidence of appropriate flood defences Norwich Union would not be prepared to insure this property without an underwriter reviewing the information relating to the site.	1.1%	
	5A 6A 7A 8A 9A 10A	There is a Moderate probability of flooding (between 0.4% and 1.3% chance that the property will flood in any given year).	May attract higher insurance premiums; Rating 5 will attract higher premiums than rating 6. Rating 6 will attract higher premiums than rating 7 etc.	10.2%	
	11G	Whilst the property is built on a floodplain there is a Very Low probability of flooding (between 0.1% and 0.4% chance of the property flooding in any given year).	May attract a small increase in insurance premiums due to the risk of flooding.	0.1%	
	12P	In an extreme flood event this property may become isolated or surrounded by flood waters. The property itself is unlikely to flood.	May attract a small increase in insurance premiums due to the risk of isolation.	0.01%	
	13N	There is a negligible risk of flooding.	Unlikely to be an increase in premiums.	88.6%	

Guidance: None Required

5.2 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area? **Moderate**

Guidance

This hazard rating is obtained from the amalgamation of six datasets which are supplied and digitally combined by the British Geological Survey (BGS). These datasets include Shrink-Swell Clay, Landslip, Gulls & Cambering and Compressible Ground Dissolution. The BGS recommended this process as a guide to assessing subsidence hazard. Subsidence problems are most common on clay based soils, mainly in and around London and the South East, although many other factors may contribute to subsidence. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight high-hazard areas which may need particular consideration.

Where moderate potential is indicated, this means that there is the potential for natural ground movement to occur that may be of concern. Such ground movement could cause damage to domestic or other properties. However, properties designed, constructed and maintained in compliance with modern building regulations should be unaffected by most minor subsidence. If thinking of buying a property in the area, you should seek professional advice from a professional property surveyor and also look at the property yourself in more detail to look for any signs of existing damage. If you already own a property in the area, and you think natural ground movement may have damaged it, you should contact your insurance company for advice. You should also take professional advice before changing the ground in any way, for example, by planting or removing trees, changing drainage or carrying out building work.

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

What is the maximum potential of collapsible ground within the search area? **Negligible**

Guidance: No indicators for collapsible deposits identified. No special actions required to avoid problems due to collapsible deposits.

What is the maximum potential of compressible ground within the search area? **Moderate**

Guidance: Significant potential for compressibility problems; seek professional advice if any changes to land use or any construction is planned.

What is the maximum potential of dissolution within the search area? **Negligible**

Guidance: Soluble rocks are not present in the search area; No special actions required to avoid problems due to soluble rocks.

What is the maximum potential of running sands within the search area? **Low**

Guidance: Possibility of running sand problems after major changes in ground conditions; seek professional advice if major changes to land use or any construction is planned.

What is the maximum potential of shrink swell within the search area? **Very Low**

Guidance: Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays.

What is the maximum potential of slope instability within the search area? **Very Low**

Guidance: Slope instability problems are unlikely to be present; No actions required to avoid problems due to landslides.

5.3 Radon Affected Areas

Is the property in a radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? **The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level**

5.4 Radon Protective Measures

Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

Combined Radon Guidance

Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Health Protection Agency (HPA) and the British Geological Survey (BGS)is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As less than 1% of properties in the area may be radon affected, the HPA do not consider that further action is necessary.

The responses given on the level of radon protective measures required are based on a joint radon potential dataset from the Health Protection Agency (HPA) and the British Geological Survey (BGS). No radon protection measures are required for new builds or extensions.

Detailed Findings

6. Mining

6.1 Coal Mining

Is the property within an area which may be affected by past, present or proposed underground coal mining? **Yes**

Guidance: The study site is located in an area which may be affected by surface or sub-surface coal mining. A Coal Mining Search is recommended. This can be ordered through the Coal Authority or your preferred search provider.

6.2 Shallow Mining

What is the potential for ground subsidence relating to shallow mining within the search area? **Low - Moderate**

Guidance: Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

6.3 Mining Cavities

Is the site located in an area of mining cavities? **No**

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.4 Natural Cavities

Is the site located in an area of natural cavities? **No**

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

6.5 Historical Mining Features from Detailed Mapping

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

Are there any Mining features within 500m of the study site boundary? **No**

Guidance: No further action required.

6.6 Historical Underground Workings Features from Detailed Mapping

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

Are there any Historical Underground Working Features within 250m of the study site boundary? **No**

Guidance: No further action required.

7. Additional Information

7.1 Mobile Transmitter Locations

GroundSure's unique mobile phone transmitter database.

Have any mobile phone transmitters been identified within 250m of the study site? **No**

Database searched and no data found.

7.2 Ofcom Mast Site Clearance Locations

Ofcom telecommunication base station and mast site clearance data details the height and location of all sites approved by Ofcom. The data may relate to an existing mast or a proposal site, therefore it does not necessarily mean that a mast currently exists at this site or that it will be built in the future, just that Ofcom have granted their consent. The data includes masts over 30 metres in height and/or with a power level exceeding 17dBW .

Have any OfCom telecommunication masts been identified within 250m of the study site? **No**

Database searched and no data found.

7.3 Pylons and Electricity Transmission Lines

Have any overhead transmission lines been identified within 500m of the study site ? **No**

Guidance:Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network.The exact location of the pylons cannot be identified and it is possible that some features within the search area may not appear in the report.

8. Guide to Our Professional Assessment

Introduction

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

Purpose of this Assessment

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

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

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

Method Statement

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

Limitations of the Study

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

9. Contact Details

SearchFlow Helpline
Telephone: 0870 787 7625
helpdesk@SearchFlow.co.uk
Kings Hill Avenue, Kings Hill
West Malling, Kent, ME19 4AJ

Environment Agency
Tel: 08708 506 506
Upper Trent
Sentinel House - 9 Wellington Crescent, Fradley Park, Lichfield, Staffs, WS13 8RR
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Local Authority - Staffordshire Moorlands District Council
Tel: 01538 483483

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

Health Protection Agency
CRCE, RPD
Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 (www.hpa.org.uk/radiation)

The Coal Authority
200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848
DX 716176 Mansfield 5 (www.coal-authority.co.uk)

Ordnance Survey
Romsey Road, Southampton SO16 4GU
Tel: 08456 050505

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

Ambiental Technical Solutions Ltd
Unit 34, The Sussex Innovation Centre, Science Park Square, University of Sussex, Falmer, Brighton, BN1 9SB. Tel 01273 704441 (www.ambiental.co.uk)

CoPSO
29 Harley Street, London W1G 9QR
Tel: 020 7927 6836
(www.copso.org.uk)

Norwich Union
8 Surrey Street, Norwich, NR1 3NG
Tel: 0800 051 6532

SearchCode
212 Piccadilly, London, W1J 9HG.
Tel: 020 7917 1817 (www.searchcode.org.uk)

Acknowledgements

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Search Code

GroundSure are committed to providing market leading environmental reports. GroundSure has therefore registered with the Property Codes Compliance Board and is committed to comply with all the regulations and obligations contained within the Search Code of Practice.

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

The Code's main commitments

The Search Code's key commitments say that search organisations will:

Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.

- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.

Keeping to the Search Code
How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of GroundSure failing to keep to the Code.

Contact Details
The Property Codes Compliance Board - please contact:

Telephone: 020 7917 1817

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at: www.propertycodes.org.uk.

Please contact GroundSure on 01273 819500 or email info@groundsure.com if you would like a copy of the full Search Code

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:
"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.
"Commission" means an order for Consultancy Services submitted by a Client.
"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.
"Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.
"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11 .
"Client" means the party that submits an Order or Commission.
"Data Provider" means any third party providing Content to GroundSure.
"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.
"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.
"Home Information Pack" means a combination of reports required when selling a residential property.
"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.
"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.
"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.
"Order Website" means online platform via which Orders may be placed.
"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.
"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.
"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.
"Site" means the landsite in respect of which GroundSure provides the Services.
"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.
2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.
2.3 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 the Contract.
2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.
2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.
2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.
3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).
3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.
3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party, but such third party cannot rely on the same unless expressly permitted under condition 4.
3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to use the information contained in the Report, Mapping or in a report prepared by GroundSure in respect of or arising out of the Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in conditions 4.2 and 4.3.
4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (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 (v) the professional advisers and lenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.
4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.
4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.
4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.
4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. 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.
5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgement) at the rate of five per cent per annum above the Bank of England base rate from time to time.
5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.
6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.
6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful default.
7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:

(i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
(ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part II(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of the Contract for £5 million in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i)the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; 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 breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, 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/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, 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/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, 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.
11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
11.6 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 Data Providers; or
(viii)changes in law.

11.7 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.
11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
11.10 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.
11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

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