



GroundSure Planview

Address: THE WILDERNESS CENTRE, WILDERNESS DRIVE, MITCHELDEAN, GL17 0HA

Date: Jun 23, 2014

Reference: GEO-1521485

Client: Anglian Water Services Limited



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Powered by:

GroundSure

Report Reference: GEO-1521485

Client reference: B1092133-2

2. Overview of Findings

Detail	On-site	0-25m	25-250m	250-500m
Planning Applications (house extensions)	0	0	0	n/a
Planning Applications (projects)	0	0	0	0
Mobile Masts Data	0	0	0	0
Designated Environmentally Sensitive Sites	0	0	2	6
Designated Visually and Culturally Sensitive Sites	0	0	0	3
HS2 and Crossrail Information	0	0	0	0

Detail	Highest Risk Rating
Radon	The property is in a Radon Affected Area, as between 3 and 5% of properties are above the Action Level

3. Detailed Findings

Notes on data content

Planning Information: The Planning Applications section of this report contains data provided under licence from Glenigan. 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 Planning Report contains the most up to date commercially available information on planning applications made in the vicinity of the subject property over the last 10 years.

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.

Planning applications for house extensions searches up to 250m and is displayed as points on the Planning Applications and Mobile Masts Map. Project planning applications searches up to 500m. Those within and around a 250m buffer are represented as points on the Planning Applications and Mobile Masts Map.

OfCom Telecommunication Masts: This information is provided by OfCom, and is no longer updated with recently developed masts. This database details the height and location of actual and proposed masts over 30 metres in height and/or with a power level exceeding 17dBW, and was last updated in 2005.

Mobile Phone Transmitters: This is GroundSure's unique mobile phone transmitter data detailing the height and location of mobile phone transmitters. The data also details transmitter power, frequency range, transmission types and the name of the network operator.

Designated Environmentally Sensitive Sites: This section of this report comprises Sites of Special Scientific Interest, National Nature Reserves, Ramsar sites, Special Protection Areas, Special Areas of Conservation, Local Nature Reserves and Scheduled Ancient Woodland. The presence of these sites can result in restrictions upon certain types of development that may impact the sensitive environmental receptors identified.

Designated Visually and Culturally Sensitive Sites: This section of the report comprises Conservation Areas, Scheduled Ancient Monuments, Protected Parks and Gardens, Listed Buildings (and certificates of Immunity from Listing), National Parks, Areas of Outstanding Natural Beauty and World Heritage Sites. The presence of these sites can result in restrictions on certain types of development that may impact the aesthetic and cultural receptors identified.

English Heritage: © English Heritage 2013. Contains Ordnance Survey data © Crown copyright and database right 2013. The English Heritage GIS Data contained in this material was obtained on 01/07/2013. The most publicly available up to date English Heritage GIS Data can be obtained from <http://www.english-heritage.org.uk>.

Cadw: Contains public sector information licensed under the Open Government Licence v1.0

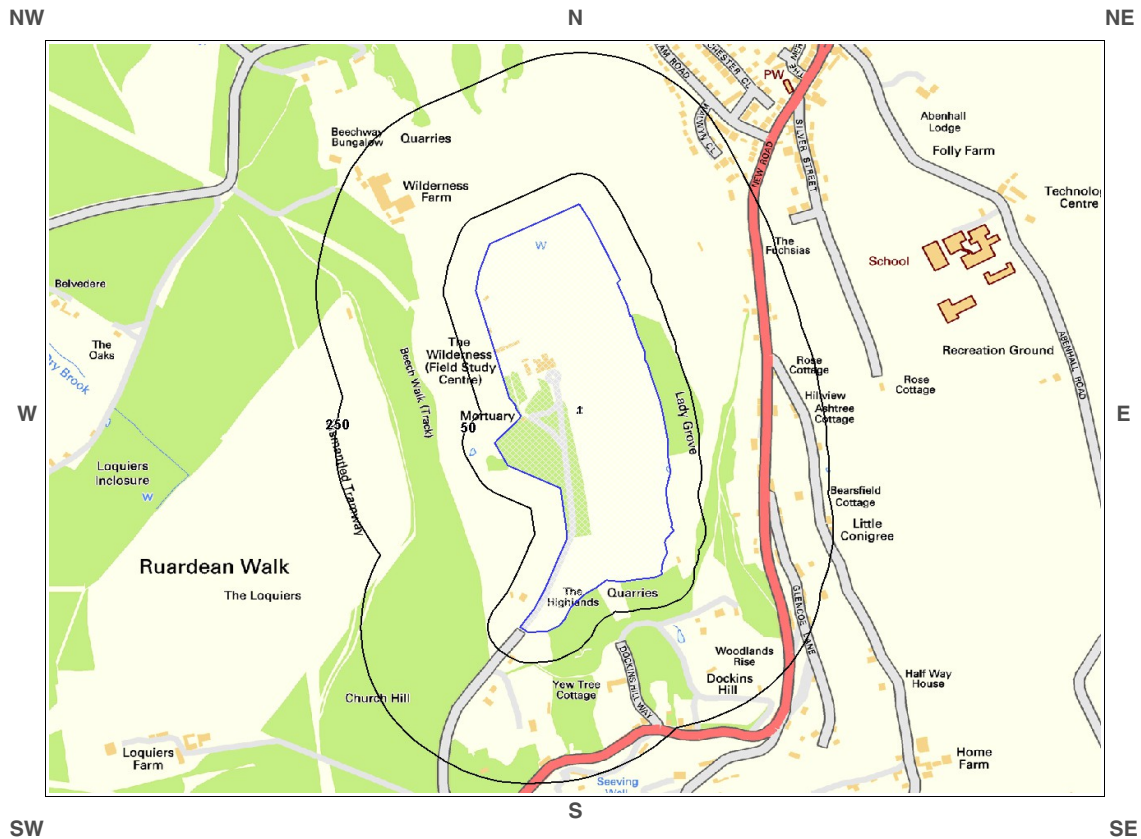
Historic Scotland: Contains public sector information and Ordnance Survey data © Crown copyright and database right 2013.

Rail Infrastructure: This dataset shows the presence of either the Highspeed 2 (HS2) rail link or Crossrail infrastructure. It does not detail any smaller scale or existing rail networks. The information contained within these sections is taken from HS2 Ltd and publicly available maps of the Crossrail development digitised by GroundSure. As the Crossrail project is ongoing, the locations of boring machines and completed sections of tunnel is subject to change.

Natural Ground Subsidence: This dataset is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Where significant natural ground instability is indicated, its level of significance is expressed on a scale of A to E ('low' to 'high'), relating to its potential to cause subsidence damage in buildings that may not have been constructed to appropriate standards.

Radon: This dataset is taken from a joint database produced by the British Geological Survey (BGS) and the Public Health England (PHE – formerly the Health Protection Agency (HPA)). This data is considered to be accurate to approximately 50m. Radon is a radioactive gaseous element emitted naturally from rocks and minerals where radioactive elements are present. Under Building Regulation 211 (2007), radon protective measures are required for some new dwellings and extensions to existing dwellings that are built in radon affected areas. In areas where less than 3% of properties are affected, no radon protection measures are required under building regulations. In areas where between 3-10% of properties are affected, basic radon protection measures are required, and in areas where over 10% of properties are affected then full radon protection measures will be required. A property is considered to be radon affected if a reading of over 200 becquerels per cubic metre is measured. A target level of 100 becquerels per cubic metre is considered the ideal outcome for protection measures in new buildings.




4. Planning Applications and Mobile Masts Map







Planning Applications and Mobile Masts Legend



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 Site
 250 Search
 500 Buffers (m)

 House Extension Planning Application
 Project Planning Application
 Mobile Phone Transmitter
 Ofcom Telecommunication Mast

4.Planning Applications and Mobile Masts

4.1 Planning Applications: House Extensions 0

Database searched and no data found.

4.2 Planning Applications: Projects 0

Database searched and no data found.

4.2.1 Additional Information: Projects 0

Database searched and no data found.

4.3 Planning Authority Statistics:

ID	Planning Authority	% applications decided in 8 weeks or fewer	% of Applications Decided in 8 Weeks or more.	Total Number of Appeals	% of Appeals Dismissed	% of Appeals Allowed
1	Gloucestershire	No Details	No Details	0	N/A	N/A
2	Forest of Dean District	74	26	30	63	37

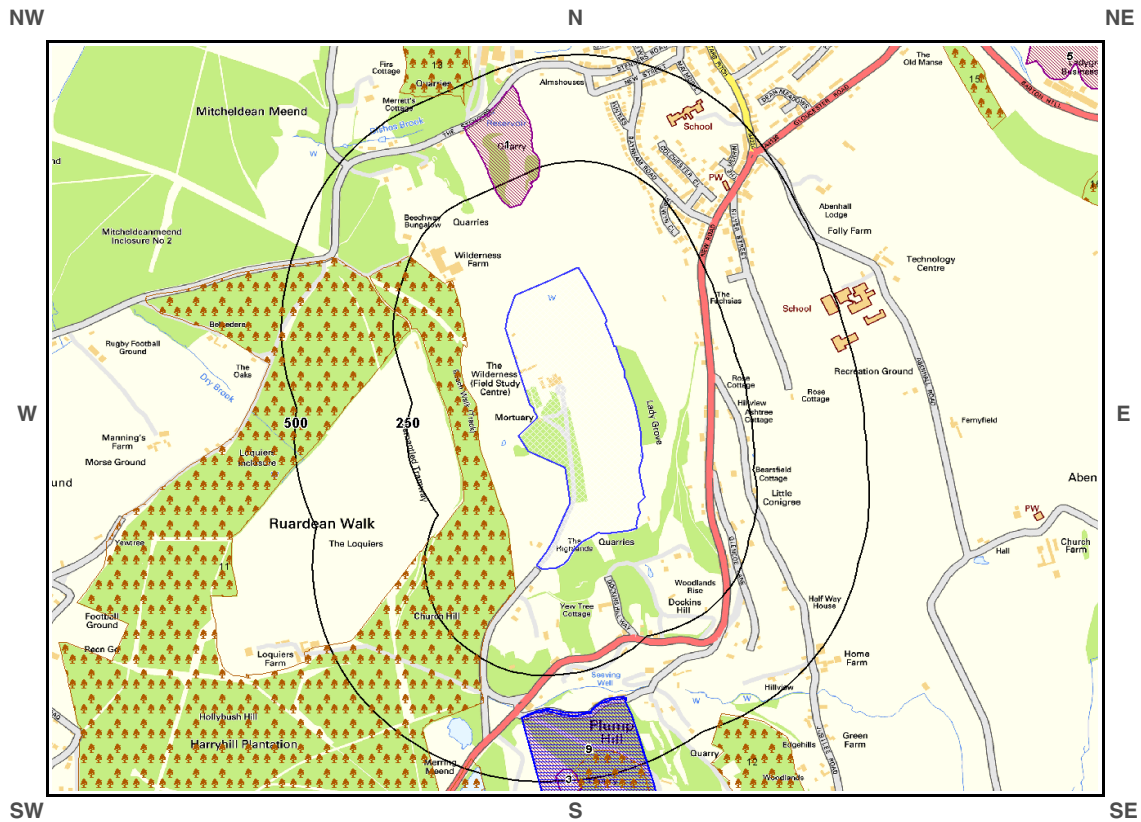
4.4 Mobile Transmitter Locations: 0

Database searched and no data found.

4.5 Existing and Potential OfCom Telecommunications Mast Locations: 0

Database searched and no data found.

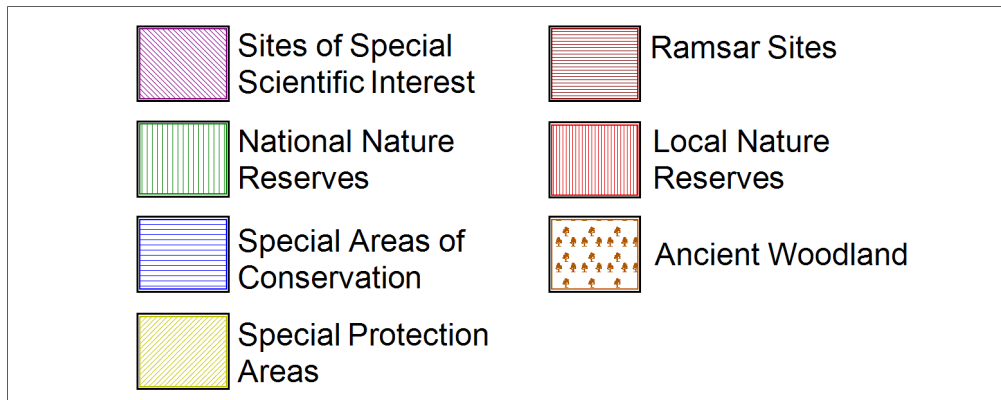
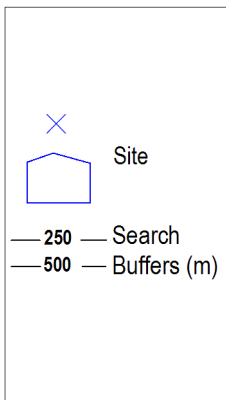
5. Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Map



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5. Designated Environmentally Sensitive Sites.

5.1 Presence of Designated Environmentally Sensitive Sites within 2000m of the Study Site: **Yes**

5.2 Records of Sites of Special Scientific Interest within 2000m of the study site: **7**

ID	Distance	Direction	SSSI Name	Data Source
1	190.0	NW	Stenders Quarry	Natural England
2A	328.0	S	Westbury Brook Ironstone Mine	Natural England
3	473.0	S	Edgehills Quarry	Natural England
-	659.0	NW	Scully Grove Quarry	Natural England
5	1105.0	NE	Land Grove Quarry, Mitcheldean	Natural England
-	1346.0	N	Wigpool Ironstone Mine	Natural England
-	1352.0	W	Puddlebrook Quarry	Natural England

5.3 Records of National Nature Reserves within 2000m of the study site: **0**

Database searched and no data found.

5.4 Records of Special Areas of Conservation within 2000m of the study site: **3**

ID	Distance	Direction	SAC Name	Data Source
8A	328.0	S	Wye Valley & Forest of Dean Bat Sites	Natural England
9	333.0	S	Wye Valley and Forest of Dean Bat Sites / Safleoedd Ystlumod Dyffryn Gwy a Fforest Countryside Council for Wales y Ddena (England)	
-	1346.0	N	Wye Valley & Forest of Dean Bat Sites	Natural England

5.5 Records of Special Protection Areas within 2000m of the study site: **0**

Database searched and no data found.

5.6 Records of Ramsar sites within 2000m of the study site: **0**

Database searched and no data found.

5.7 Records of Local Nature Reserves within 2000m of the study site: **0**

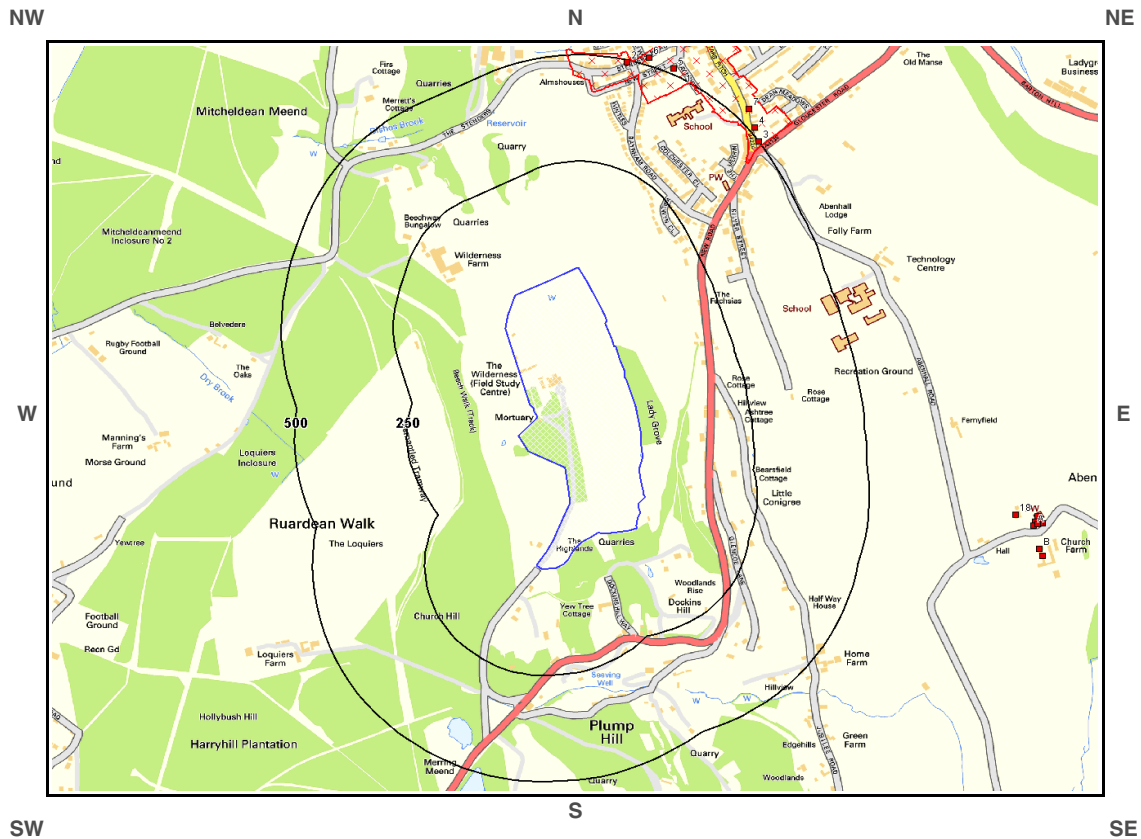
Database searched and no data found.

5.8 Records of Ancient Woodland Areas within 2000m of the study site: **18**

ID	Distance	Direction	Ancient Woodland Name	Type
11	54.0	W	HAYWOOD/EDGEHILL PTIONS	Ancient Replanted Woodland

ID	Distance	Direction	Ancient Woodland Name	Type
12	438.0	S	HAYWOOD/EDGEHILL PTIONS	Ancient Replanted Woodland
13	455.0	NW	SCULLY GROVE	Ancient and Semi-Natural Woodland
-	877.0	N	CORNAGE WOOD	Ancient and Semi-Natural Woodland
15	960.0	NE	UNKNOWN	Ancient and Semi-Natural Woodland
16	1098.0	E	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1131.0	NE	LAND GROVE	Ancient and Semi-Natural Woodland
-	1239.0	N	CORNAGE WOOD	Ancient Replanted Woodland
-	1341.0	E	FLAXLEY WOODS	Ancient Replanted Woodland
-	1680.0	E	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1712.0	E	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1741.0	SE	HAYWOOD/EDGEHILL PTIONS	Ancient and Semi-Natural Woodland
-	1849.0	SW	CRABTREE PTION [EAST]	Ancient Replanted Woodland
-	1902.0	SE	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1904.0	E	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1924.0	E	FLAXLEY WOODS	Ancient and Semi-Natural Woodland
-	1958.0	SW	CRABTREE PTION [EAST]	Ancient Replanted Woodland
-	1961.0	W	HARECHURCH WOOD	Ancient and Semi-Natural Woodland

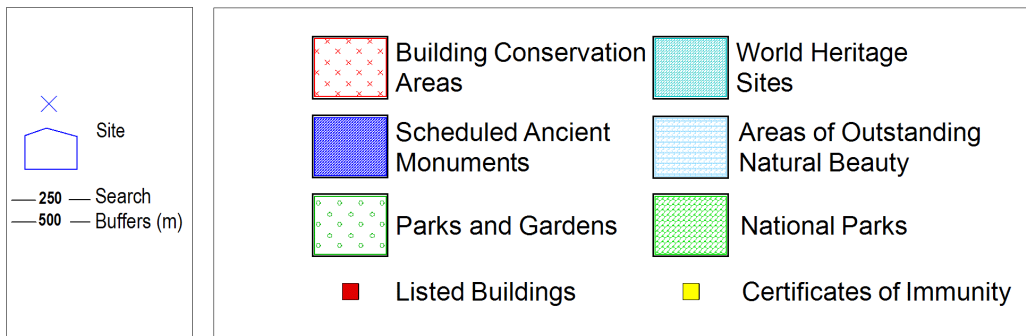
6. Designated Visually and Culturally Sensitive Sites



Designated Visually and Culturally Sensitive Sites Legend



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6. Designated Visually and Culturally Sensitive Sites

6.1 Presence of Designated Visually and Culturally Sensitive Sites within 500m of study site: **Yes**

6.2 Records of Conservation Areas within 500m of study site: **1**

ID	Distance	Direction	Conservation Area Name	District
1	415.0	N	Mitcheldean, Forest of Dean	Forest of Dean

6.3 Records of Listed Buildings within 500m of study site: **2**

ID	Distance	Direction	Listed Building Name	Grade
2	494.0	N	ALMHOUSE	II
3	499.0	NE	FOREST HOUSE	II

6.4 Records of Scheduled Ancient Monuments within 500m of study site: **0**

Database searched and no data found.

6.5 Records of Protected Parks and Gardens within 500m of study site: **0**

Database searched and no data found.

6.6 Records of Certificates of Immunity from Listing: **0**

Database searched and no data found.

6.7 Records of World Heritage Sites within 500m of study site: **0**

Database searched and no data found.

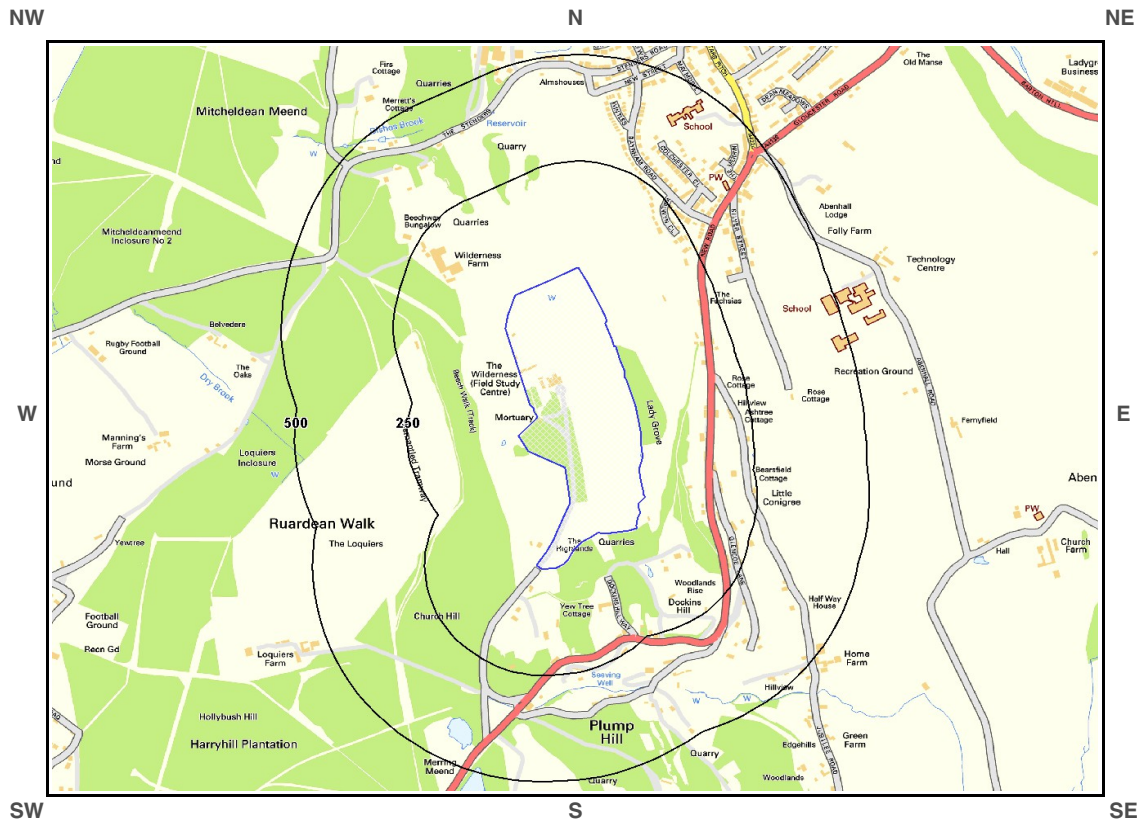
6.8 Records of Areas of Outstanding Natural Beauty within 500m of study site: **0**

Database searched and no data found.

6.9 Records of National Parks within 500m of study site: **0**

Database searched and no data found.

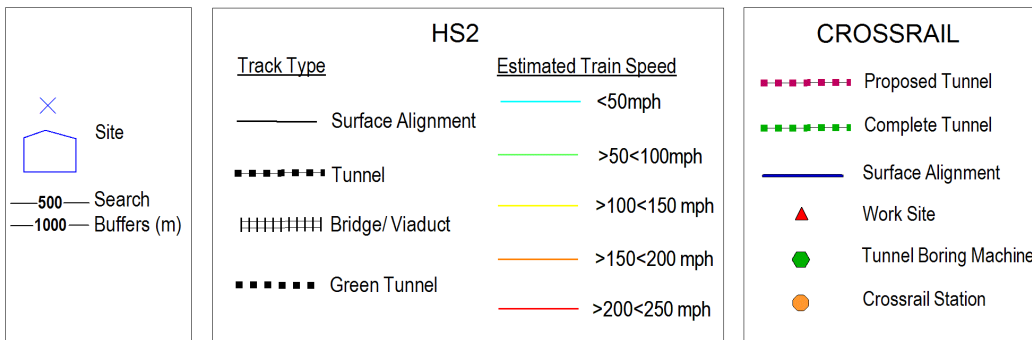
7. HS2 and Crossrail Information Map



HS2 and Crossrail Information Map.



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7.HS2 and Crossrail information

7.1 Records of HS2 route within 5km of the study site:

Nearest centre point of track on HS2 route:

Database searched and no data found.

Nearest centre point of overground track on HS2 route:

7.2 Records of Crossrail route within 5km of the study site:

Nearest Crossrail construction site:

Database searched and no data found.

Nearest Crossrail worksite (within 1km):

Database searched and no data found.

Nearest Crossrail Stations (within 5km):

Database searched and no data found.

8.Radon data.

8.1 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 in a Radon Affected Area, as between 3 and 5% of properties are above the Action Level

8.2 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 Establishment¹?

Basic radon protective measures are necessary

¹ Scivyer, Chris – “Radon: Guidance on protective measures for new buildings”; BR211, BRE Press (2007). Available from BRE press direct at <http://www.brebookshop.com/>

9. Additional Resources

As part of your investigations and enquiries into your search property you may wish to consider investigating the following additional resources to further inform your assessment:

Development Plans

The term 'Development Plan' describes the various planning policy documents which provide planning guidance. This can be at a Regional, County, District/Borough or Unitary Authority level. These documents outline the Councils adopted land use policies and proposals and contain explanatory text and detailed maps of an area, showing the various allocations or restrictions upon the land.

Conservation Areas

In the UK the term Conservation Area applies to an area considered worthy of preservation or enhancement due to its special architectural or historic interest. Properties within a conservation area will be subject to certain development controls and restrictions as defined under the Planning (Listed Buildings and Conservation Areas) Act 1990 (Section 69 and 70).

Listed Buildings

A listed building is a building or structures officially designated as being of special architectural, historical or cultural significance. It may not be demolished, extended or altered without special permission being granted by the local planning authority. Owners of listed buildings may be duty bound to repair and maintain the building. For more information and to find out about listed buildings in your area visit this website: www.english-heritage.org.uk

Tree Preservation Orders (TPOs)

TPOs protect important trees which have amenity value, prohibiting the cutting down, uprooting, topping, lopping, wilful damage or wilful destruction of trees without the consent of the Local Authority. The maximum penalty for carrying out works to TPO trees without consent is £20,000. For a guide to the law and best practice on Tree Preservation Orders visit this website: www.communities.gov.uk/planningandbuilding/planning/treeshighedges/trees

Open Access Land

The Countryside and Rights of Way Act of 2000 gives people new rights to freely walk on areas of open country and registered common land. For details of open access land in your area visit this website: www.openaccess.gov.uk/S4/html/default.htm

Rights of Way

Public Footpaths, Bridleways and Rights of Way often cross private land. Rights of way have the same status in law as any other highway, and so should be kept open and usable. To find the location of Rights of Way in your area visit this website: www.ordnancesurvey.co.uk/oswebsite

The Land Registry/Registers of Scotland

The Land Registry register titles to land in England and Wales. In Scotland this is undertaken by the Registers of Scotland. Their role is to record all dealings with registered land such as sales, mortgages, and legal proceedings. If you wish to request or download copies of title information related to your property for a small fee visit these websites:

www.landreg.gov.uk www.ros.gov.uk

Property Price Information

Nethouseprices provide access to UK house prices in England, Scotland and Wales, as recorded by the Land Registry (since April 2000) and the Registers of Scotland (since May 2000). To view the prices of properties sold in your area visit this website: **www.nethouseprices.com**

Broadband Internet Access

Broadband is a high data-transmission rate internet connection. The standard technology in most areas is DSL, followed by cable modem. In some areas, particularly remote areas of low population density, Broadband may not be available. To check Broadband availability in your area visit this website: **www.broadbandchecker.co.uk**

10.Contact Details

GroundSure Helpline

Telephone: 08444 159 000
e-mail: info@4C.groundsure.com



Glenigan

41-47 Seabourne Road
Bournemouth BH5 2HU
Tel: 01202 432121
Ordnance Survey



Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505



Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622
www.hpa.org.uk/radiation



Public Health
England

Local Authority details

Authority: Forest of Dean District Council
Phone: 01594 810 000
www.fdean.gov.uk
Address: Council Offices, High Street, Coleford, Gloucestershire,
GL16 8HG

Get Mapping PLC

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



CoPSO

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



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

Report Reference: GEO-1521485
Client Reference: B1092133-2



Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@4C.groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House
43-55 Milford Street
Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to: Operations Director, GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@4C.groundsure.com

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

11. Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

(i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“User Guide” means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.groundsure.com) and forming part of this Contract.

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

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

2.2 GroundSure shall exercise reasonable skill and care in the

provision of the Services.

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

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

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

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

3 The Client’s obligations

3.1 The Client shall comply with the terms of this Contract and (i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

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

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

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

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

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

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

4 Reliance

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

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

(i) the Beneficiary,

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

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

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

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

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

map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey, 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

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

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

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

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

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

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

7.4 GroundSure shall not be liable for

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

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

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

8 GroundSure's right to suspend or terminate

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

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

- (i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a

bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

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

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

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract.

11 Anti-Bribery

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

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

12 General

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

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

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

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

12.5 Save as expressly provided in this Contract, no person

other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

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

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

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Third Party Data Providers;

(viii) changes in law; or

(ix) any other reason beyond GroundSure's reasonable control.

In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.

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

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

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

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

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

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

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.