

Chapter 11 - Ground and Groundwater Protection

Appendix 11.1

GroundSure EnviroInsight

Address: BILLINGSHURST SITE, WEST SUSSEX

Date: Feb 8, 2012

GroundSure Reference: HYD-252628

Your Reference: C12049 Weald Basin Boreholes

Client: Hydrock Consultants Ltd



Brought to you by Hydrock

Aerial Photograph of Study Site



Site Name: BILLINGSHURST SITE, WEST SUSSEX
Grid Reference: 507561,123162
Size of Site: 1.24 ha

Aerial photography supplied by Getmapping PLC.
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Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary					
	on-site	0-50	51-250	251-500	501-1000	1000-1500
1. Environmental Permits, Incidents and Registers						
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of historic IPC Authorisations	0	0	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	2	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of Part A(2) and Part B Activities and Enforcements	0	0	0	0	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	0	0	0	4	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	0	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
2. Landfill and Other Waste Sites						
2.1 Landfill Sites						
Environment Agency Registered Landfill Sites	0	0	0	0	0	-
Landfill Data – Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	0	0
Landfill Data – Non-Operational Landfill Sites	0	0	0	0	0	-
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency Licensed Waste Sites	0	0	0	0	0	0

3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	0	0	0	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	0	0	-	-
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

4. Geology Description

4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? * No

4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? * No

4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.

Source: Scale: 1:50,000 BGS Sheet 317

* This includes an automatically generated 50m buffer zone around the site.

5. Hydrogeology and Hydrology

	on-site	0-50	51-250	251-500	501-1000	1001-2000
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5.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site? No

5.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site? Yes

5.3 Groundwater Abstraction Licences (within 1000m of the study site). 0

5.4 Surface Water Abstraction Licences (within 1000m of the study site). 0

5.5 Potable Water Abstraction Licences (within 2000m of the study site). 0

5.6 Are there any Source Protection Zones within 500m of the study site? No

5.7 River Quality

	on-site	0-50	51-250	251-500	501-1000	1001-1500
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Is there any Environment Agency information on river quality within 1500m of the study site? No

5.8 Detailed River Network entries within 500m of the site 0

5.9 Surface water features within 250m of the study site No

6. Flooding

6.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site? No

6.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site? No

6.3 Are there any Flood Defences within 250m of the study site? No

6.4 Are there any areas benefiting from Flood Defences within 250m of the study site? No

6.5 Are there any areas used for Flood Storage within 250m of the study site? No

6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site? Negligible

6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas? Not Applicable

7. Designated Environmentally Sensitive Sites

	on-site	0-50	51-250	251-500	501-1000	1001-1500
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7.1 Records of Sites of Special Scientific Interest (SSSI) 0

7.2 Records of National Nature Reserves (NNR) 0

7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	0	0	0	0	-	-

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence? Low

9. Mining

9.1 Are there any coal mining areas within 75m of the study site? No

9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site? Low

9.3 Are there any brine affected areas within 75m of the study site? No

Using this Report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

1. Environmental Permits, Incidents and Registers

Provides information on Regulated Industrial Activities and Pollution Incidents as recorded by Regulatory Authorities, and sites determined as Contaminated Land. This search is conducted using radii up to 500m.

2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

3. Current Land Uses

Provides information on current land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. These searches are conducted using radii of up to 500m. This includes information on potentially contaminative industrial sites, petrol stations and fuel sites as well as high pressure underground oil and gas pipelines.

4. Geology

Provides information on artificial and superficial deposits and bedrock beneath the study site.

5. Hydrogeology and Hydrology

Provides information on productive strata within the bedrock and superficial geological layers, abstraction licenses, Source Protection Zones (SPZs) and river quality. These searches are conducted using radii of up to 2000m.

6. Flooding

Provides information on surface water flooding, flood defences, flood storage areas and groundwater flood areas. This search is conducted using radii of up to 250m.

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites. These searches are conducted using radii of up to 500m.

8. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (08444 159000) for further information and guidance.

Note: Maps

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

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

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

1. Environmental Permits, Incidents and Registers Map

NW

N

NE

W

E

SW

S

SE



Authorisations, Incidents and Registers Legend

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- | | | |
|--|---|--|
|  Site Outline |  Recorded Pollution Incident |  RAS 3 & 4 Authorisations |
|  Search Buffers (m)
— 250 —
— 500 — |  Dangerous Substances (List 1) |  Part A(1) Authorised Processes and Historic IPC Authorisations |
|  Dangerous Substances (List 2) |  Water Industry Referrals |  Part A(2) and Part B Authorised Processes |
|  Licenced Discharge Consents |  COMAH / NIHS Sites |  Sites Determined as Contaminated Land |
|  Red List Discharge Consents |  Hazardous Substance Consents and Enforcements | |

1.Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the following information:

Records of historic IPC Authorisations within 500m of the study site: 0

Database searched and no data found.

Records of Part A(1) and IPPC Authorised Activities within 500m of the study site: 2

The following Part A(1) and IPPC Authorised Activities are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
7A	314.0	E	509370, 121610	Operator: Faccenda Group Limited Installation Name: Homefield Poultry Farm Process: ASSOCIATED PROCESS	Permit Number: KP3237MP Original Permit Number: KP3237MP EPR Reference: - Issue Date: 21/9/2007 Effective Date: 21/9/2007 Last date noted as effective: 2011-11-01 Status: Effective
8A	314.0	E	509370, 121610	Operator: Faccenda Group Limited Installation Name: Homefield Poultry Farm Process: INTENSIVE FARMING; > 40,000 POULTRY	Permit Number: KP3237MP Original Permit Number: KP3237MP EPR Reference: - Issue Date: 21/9/2007 Effective Date: 21/9/2007 Last date noted as effective: 2011-11-01 Status: Effective

Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site: 0

Database searched and no data found.

Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site: 0

Database searched and no data found.

Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site: 0

Database searched and no data found.

Records of Category 3 or 4 Radioactive Substance Licences within 500m of the study site: 0

Database searched and no data found.

Records of Licensed Discharge Consents within 500m of the study site: 4

The following Licensed Discharge Consents records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details
1	406.0	S	509150, 121270	Address: Gatewick House, Gatewick House, Broadford Bridge Road, West Chiltington, West Sussex, RH20 2LF Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: P07328 Permit Version: 1 Receiving Water: Freshwater River Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: - Effective Date: - Revocation Date: -
2	429.0	E	509490, 121660	Address: Homefield Farm, Broadford Bridge Rd, Broadford Bridge, Billingshurst, West Sussex, RH14 9EB Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: P12815 Permit Version: 1 Receiving Water: Field Ditch Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 13/7/2006 Effective Date: 13/7/2006 Revocation Date: -
3	449.0	E	509500, 121570	Address: Granary Farm, Granary Farm, Broadford Bridge, Billingshurst, West Sussex, RH14 9EB Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: P07323 Permit Version: 1 Receiving Water: Freshwater River Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 7/11/1998 Effective Date: 7/11/1998 Revocation Date: -
4	485.0	S	509124, 121185	Address: Gatewick Farmhouse, Broadford Bridge Road, West Chiltington, Pulborough, West Sussex, RH20 2LF Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: NPSWQD007226 Permit Version: 1 Receiving Water: Tributary Of The River Adur Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 23/4/2009 Effective Date: 23/4/2009 Revocation Date: -

Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site: 0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site: 0

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site: 0

Report Reference: HYD-252628

Database searched and no data found.

Records of National Incidents Recording System, List 1 within 250m of the study site: 0

Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990

How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site? 0

Database searched and no data found.

2. Landfill and Other Waste Sites Map

NW

N

NE

W

E

SW

S














SE



Landfill & Other Waste Sites Legend

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- | | | | | | |
|---|--------------------|---|---------------------------------------|--|-------------------------------------|
|  | Site Outline |  | E.A. Active Landfill |  | Operational Waste Treatment Licence |
|  | Search Buffers (m) |  | E.A. Historic Landfill (Area Data) |  | Closed Waste Treatment Licence |
| | |  | E.A. Historic Landfill (Point Data) |  | REGIS Waste Licence |
| | |  | BGS / DoE Survey Landfill |  | Operational Landfill |
| | |  | Local Authority Landfill (Area Data) |  | Closed Landfill |
| | |  | Local Authority Landfill (Point Data) | | |

2. Landfill and Other Waste Sites

2.1 Landfill Sites

Records from Environment Agency landfill data within 1000m of the study site: 0

Database searched and no data found.

Records of operational landfill sites sourced from Landmark within 1000m of the study site: 0

Database searched and no data found.

Records of Environment Agency historic landfill sites within 1500m of the study site: 0

Database searched and no data found.

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site: 0

Database searched and no data found.

Records of BGS/DoE non-operational landfill sites within 1500m of the study site: 0

Database searched and no data found.

Records of Local Authority landfill sites within 1500m of the study site: 0

Database searched and no data found.

2.2 Other Waste Sites

Records of operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

Records of Environment Agency licensed waste sites within 1500m of the study site: 0

Database searched and no data found.

3. Current Land Use Map

NW

N

NE

W

E

SW

S

SE



Current Land Use Legend



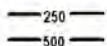
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Site Outline



Current Industrial Sites



Search Buffers (m)



Petrol & Fuel Sites



Underground High Pressure Oil & Fuel Pipelines

3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site: 0

Database searched and no data found.

3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site: 0

Database searched and no data found.

3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site: 0

Database searched and no data found.

4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

The database has been searched on site, including a 50m buffer.

4.2 Superficial Ground and Drift Geology

Database searched and no data found.

The database has been searched on site, including a 50m buffer.

4.3 Bedrock and Solid Geology

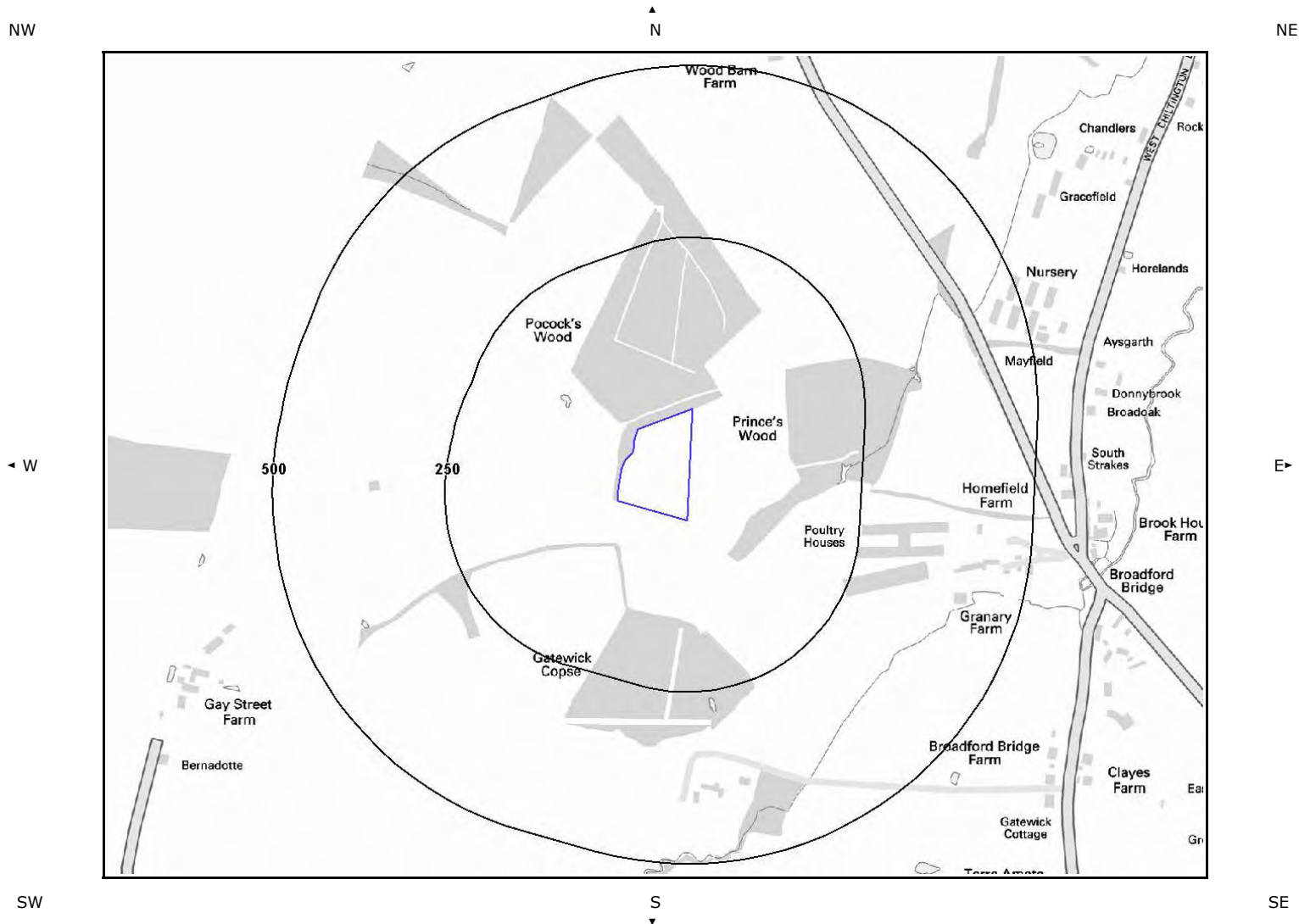
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
WC-MDST	WEALD CLAY FORMATION	MUDSTONE

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

For more detailed geological and ground stability data please refer to the "GroundSure GeoInsight". Available from our website.

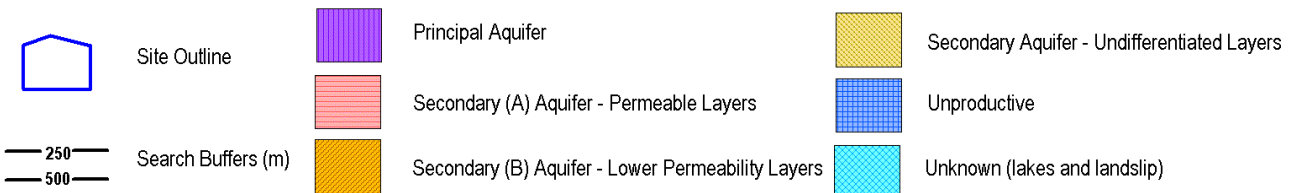
5a. Hydrogeology - Aquifer Within Superficial Geology



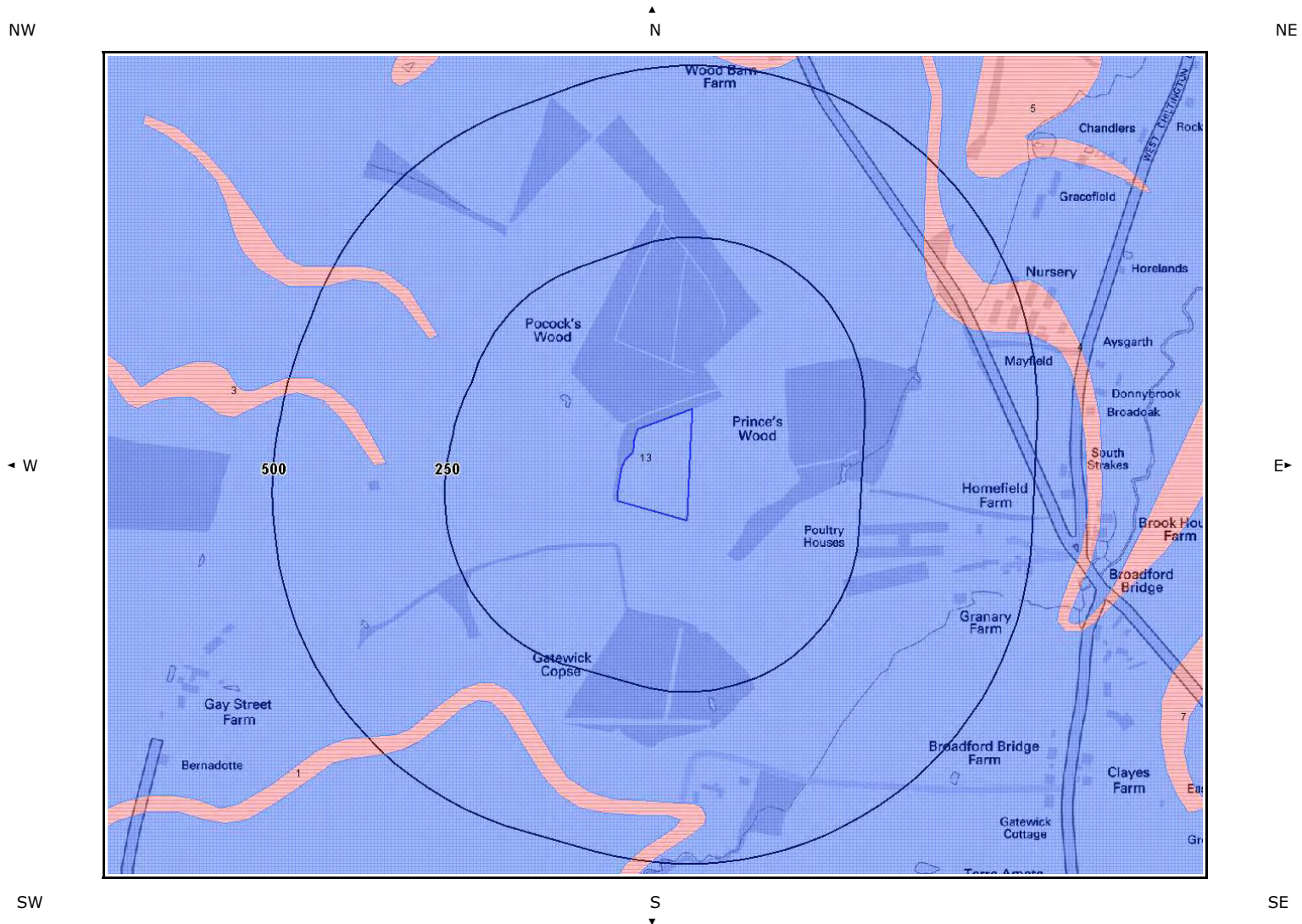
Aquifer Within Superficial Geology Legend



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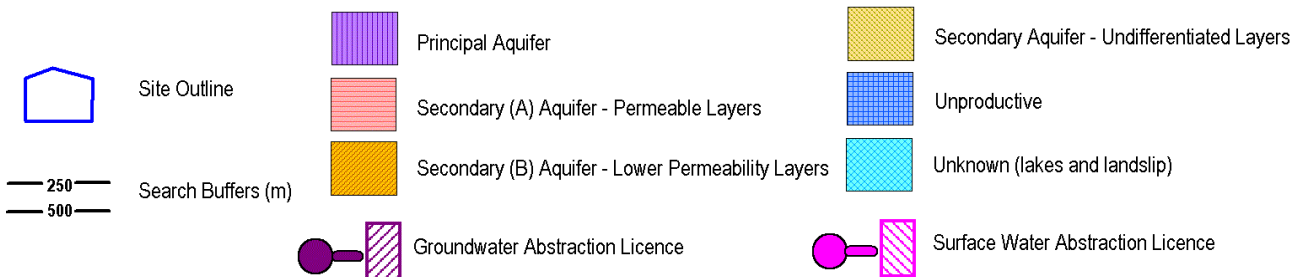
5b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses



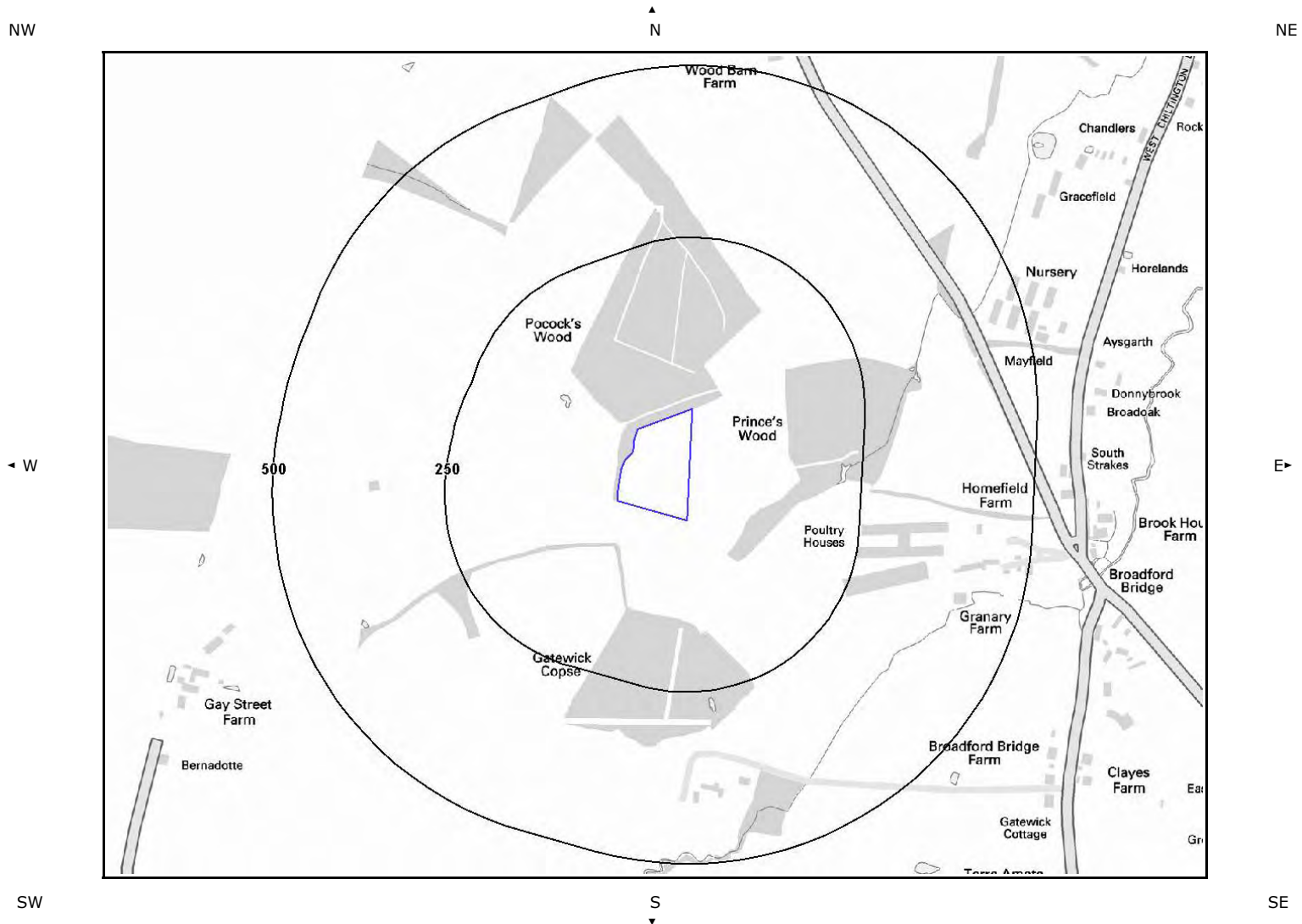
Aquifer Within Bedrock Geology Legend

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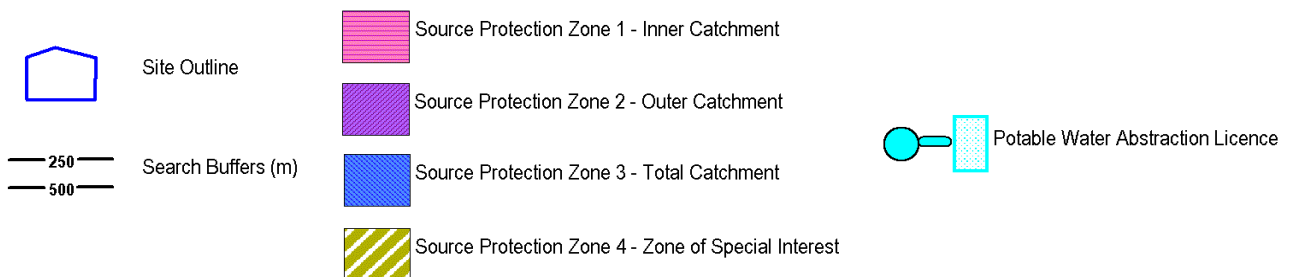
5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses



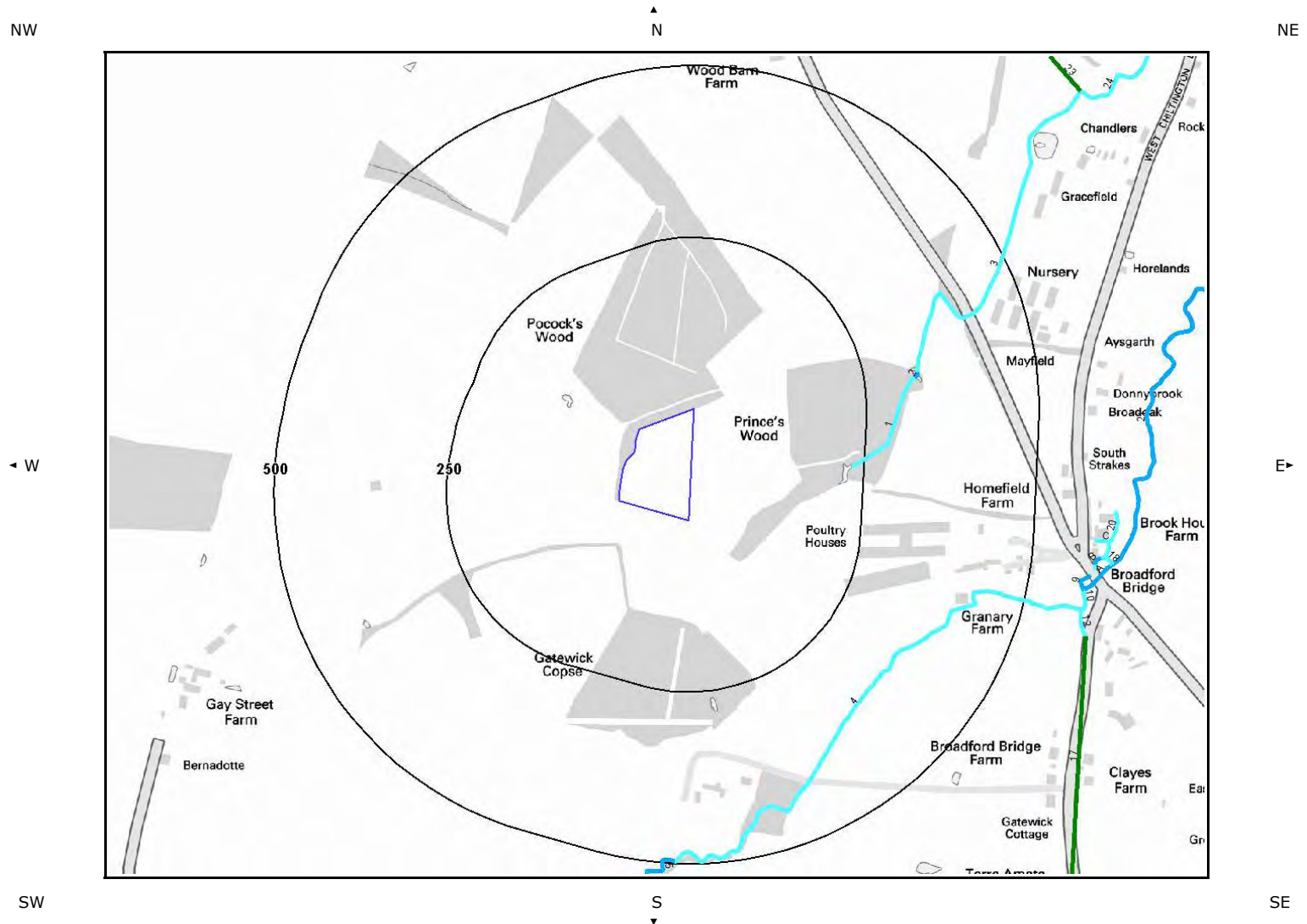
SPZ and Potable Water Abstraction Licenses Legend

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5d. Hydrology – Detailed River Network and River Quality



Hydrology Legend

- Site Outline
- 250 Search Buffers (m)
- 500 Search Buffers (m)
- Primary River
- Secondary River
- Tertiary River
- Lake/Reservoir
- Underground River (inferred)
- General Quality Assessment: Chemistry
- Canal
- Canal Tunnel
- Extended Culvert (greater than 50m)
- D/S of High Water Mark
- D/S seaward extension
- General Quality Assessment: Biology

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5. Hydrogeology and Hydrology

5.1 Aquifer within Superficial Deposits

Are there records of productive strata within the superficial geology at or in proximity to the property? No

Database searched and no data found.

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

5.2 Aquifer within Bedrock Deposits

Are there records of productive strata within the bedrock geology at or in proximity to the property? Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Bedrock Geology Map (5b):

ID	Distance [m]	Direction On Site	Designation	Description
13	0.0		Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
1	317.0	SW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
2	319.0	NW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
3	338.0	W	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
4	386.0	NE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site? No

Database searched and no data found.

5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site? No

Report Reference: HYD-252628

Database searched and no data found.

5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site?

No

Database searched and no data found.

5.6 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site?

No

Database searched and no data found.

5.7 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site?

No

Biological Quality:

Database searched and no data found.

Chemical Quality:

Database searched and no data found.

5.8 Detailed River Network

Are there any Detailed River Network entries within 500m of the study site?

Yes

The following Detailed River Network records are represented on the Hydrology Map (5d):

ID	Distance	Direction	Details	
1	232.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
2	323.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
3	328.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined

4	358.0	SE	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined
5	495.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined

5.9 Surface Water Features

Are there any surface water features within 250m of the study site? **Yes**

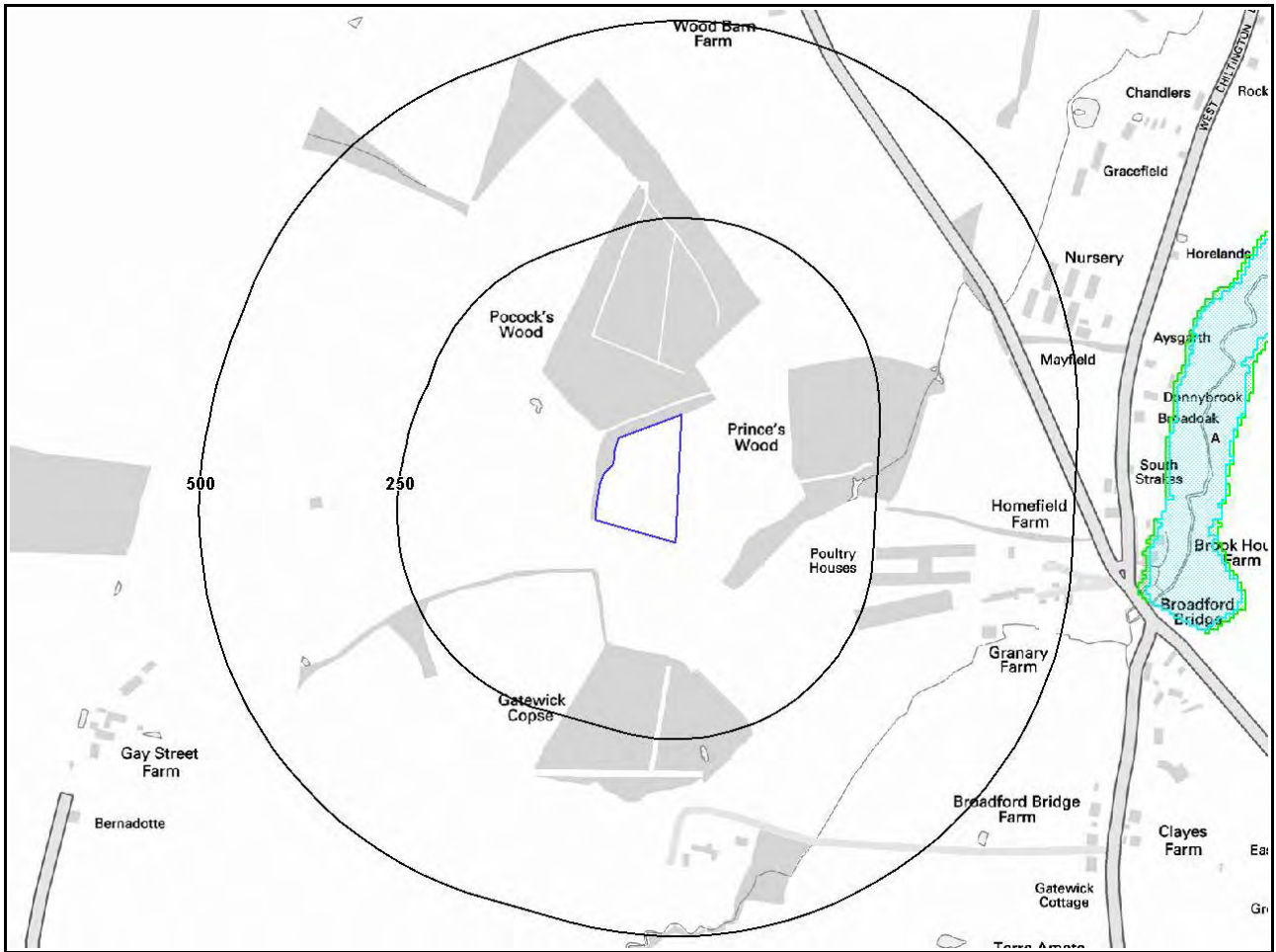
The following surface water records are not represented on mapping:

Distance to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	No	No	Yes

6. Environment Agency Flood Map

NW

NE



W

E


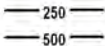





SW

SE

Environment Agency Flood Legend



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-  Site Outline
-  Search Buffers (m)
-  Zone 2 Floodplain
-  Zone 3 Floodplain
-  Flood Storage Area
-  Area Benefiting from Flood Defences
-  Flood Defences

6. Flooding

6.1 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain? **No**

Database searched and no data found.

6.2 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain? **No**

Database searched and no data found.

6.3 Flood Defences

Are there any Flood Defences within 250m of the study site? **No**

6.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site? **No**

6.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site? **No**

6.6 Groundwater Flooding Susceptibility Areas

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

What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions? **Negligible**

6.7 Groundwater Flooding Confidence Areas

What is the British Geological Survey confidence rating in this result?

Not Applicable

Notes:

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

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

7. Designated Environmentally Sensitive Sites Map

NW

NE



W

E

SW

SE

Designated Environmentally Sensitive Sites Legend

Enabled by Ordnance Survey

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- | | | | | |
|-------------------------------------|-------------------------|----------------|-----|---------------------------------|
| Site Outline | SAC | SSSI | NNR | World Heritage Sites |
| Search Buffers (m) | SPA | Ramsar | LNR | Environmentally Sensitive Areas |
| Areas of Outstanding Natural Beauty | Nitrate Sensitive Areas | National Parks | | |

7. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? No

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: 0

Database searched and no data found.

Records of National Nature Reserves (NNR) within 500m of the study site: 0

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: 0

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: 0

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: 0

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: 0

Database searched and no data found.

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

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: 0

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: 0

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: 0

Database searched and no data found.

Records of Nitrate Sensitive Areas within 500m of the study site: 0

Database searched and no data found.

Records of Nitrate Vulnerable Zones within 500m of the study site: 0

Database searched and no data found.

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a GroundSure GeoInsight, available from our website. The following information has been found:

8.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site? Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.

8.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site? Very Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

8.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site? Null - Negligible

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

8.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site? Negligible

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? **Very Low**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

8.1.6 Running Sand

What is the maximum Running Sand* hazard rating identified on the study site? **Negligible**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

* This indicates an automatically generated 50m buffer and site.

9. Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site? **No**

Database searched and no data found.

9.2 Shallow Mining

What is the subsidence hazard relating to shallow mining on-site*? **Low**

*Please note this data is searched with a 150m buffer.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? **No**

Database searched and no data found.

10. Contacts

Hydrock

Telephone: 01752 347 515
marcushaes@hydrock.com



British Geological Survey (England & Wales)

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



Environment Agency

National Customer Contact Centre
PO Box 544
Rotherham
S60 1BY
Tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk



Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 www.hpa.org.uk/radiation
Radon measures and general radon information and
guidance



The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848. DX 716176 Mansfield 5
www.coal-authority.co.uk
Coal mining reports and related enquiries



Ordnance Survey

Romsey Road
Southampton SO16 4GU
Tel: 08456 050505



Local Authority

Authority: Horsham District Council
Phone: 01403 215100
Web: www.horsham.gov.uk
Address: Park North, North Street, Horsham, West Sussex,
RH12 1RL

Get Mapping PLC

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



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

Report Reference: HYD-252628

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.

"Commercial" means any building which is not Residential.

"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.

"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 clause 11.

"Client" means the party that submits an Order or Commission.

"Data Provider" means any third party providing Third Party 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.

"GroundSure Materials" means all materials prepared by GroundSure as a result of the provision of the Services, including but not limited to Data Reports, Mapping and Risk Screening Reports.

"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.

"Residential" means any building used as or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding **"Consultancy Services"**.

"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.

"Third Party Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.

"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 If a Client/Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurer. Any insurance purchased shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. The Client/Beneficiary should take independent advice to ensure that the insurance policy requested and/or offered is suitable for its requirements.

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 ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. 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 who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 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 access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 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. 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 clauses 7 and 11.6 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 clauses 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, (except as permitted herein or by separate agreement with GroundSure) to: (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 clause 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 judgment) 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 and Confidentiality

6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content 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 **Third Party Content** where such **Third Party 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 clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):

(i) not remove, suppress or modify any trademark, 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;

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- (iii) not create any product or report which is derived directly or indirectly from the data contained in 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; and
 - (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.5(v) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
- 6.6 The Client and/or Beneficiary shall and shall procure that any party 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.
- 6.8 Save as otherwise set out in these terms and conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential and only used for the purposes of these terms and conditions, except in so far as the Receiving Party is authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7 Liability

THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

- 7.1 Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.
- 7.2 GroundSure shall not be liable for any other losses or damages incurred by the Beneficiary, including but not limited to:
- (i) loss of profit, revenue, business or goodwill, losses relating to business interruption, loss of anticipated savings, loss of or corruption to data or for any special, indirect or consequential loss or damage which arise out of or in connection with the GroundSure Materials or otherwise in relation to a Contract;
 - (ii) any losses or damages that arise as a result of the use of all or part of the GroundSure Materials in breach of these terms and conditions or contrary to the terms of the relevant User Guide;
 - (iii) 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. The Client accepts, and shall procure that any other Beneficiary shall accept, that it has no claim or recourse to any Data Provider in relation to Third Party Content; and/or
 - (iv) any loss or damage to a Client's computer, software, modem, telephone or other property caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.3 GroundSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure Materials or otherwise in relation to the Contract shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.
- 7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and conditions provided such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.
- 7.5 Any claim under the Contract in relation to Data Reports, Mapping and Risk Screening Reports, must be brought within six years from the date when the Beneficiary became aware that it may have a claim and in no event may a claim be brought twelve years or more after completion of such a Contract. For the avoidance of doubt, any claim in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause 7.5 shall survive the expiry of those time periods provided the claim is actually commenced within six months of notification.
- 7.6 Any claim under the Contract in relation to Consultancy Services, must be brought within six years from the date the Consultancy Services were completed.
- 7.7 The Client accepts and shall procure that any other Beneficiary shall accept that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of any Data Provider and/or any Third Party Content provided by a Data Provider.
- 7.8 Nothing in these terms and conditions:
- (i) excludes or limits the liability of GroundSure for death or personal injury caused by GroundSure's negligence, or for fraudulent misrepresentation; or
 - (ii) shall affect the statutory rights of a consumer under the applicable legislation.

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 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 material term of the Contract (including, but not limited to, the obligations in clause 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 clause 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 clauses 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 clauses 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 clause 6.1 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 can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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GroundSure GeoInsight

Address: BILLINGSHURST SITE, WEST SUSSEX

Date: Feb 8, 2012

Report Reference: HYD-252629

Your Reference: C12049 Weald Basin Boreholes



Brought to you by Hydrock

Aerial Photograph of Study Site



Site Name: BILLINGSHURST SITE, WEST SUSSEX
Grid Reference: 507561,123162
Size of Site: 1.24 ha

Aerial photography supplied by Getmapping PLC.
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Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary
1. Geology	Description
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	No
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	No
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	No
1.2.3 Are there any records of landslip within 500m of the study site boundary?	No
1.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	
1.3.2 Are there any records relating to permeability of bedrock within the study site* boundary?	Yes
1.3.3 Are there any records of faults within 500m of the study site boundary?	No
1.3.4 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
1.3.5 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

* This includes an automatically generated 50m buffer zone around the site

Source:Scale 1:50,000 BGS Sheet No:317

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	0	0	0	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	0	0

3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	0	0
3.2 Coal Mining	0	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	1	0	0	0	1
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0

*This includes an automatically generated 50m buffer zone around the site

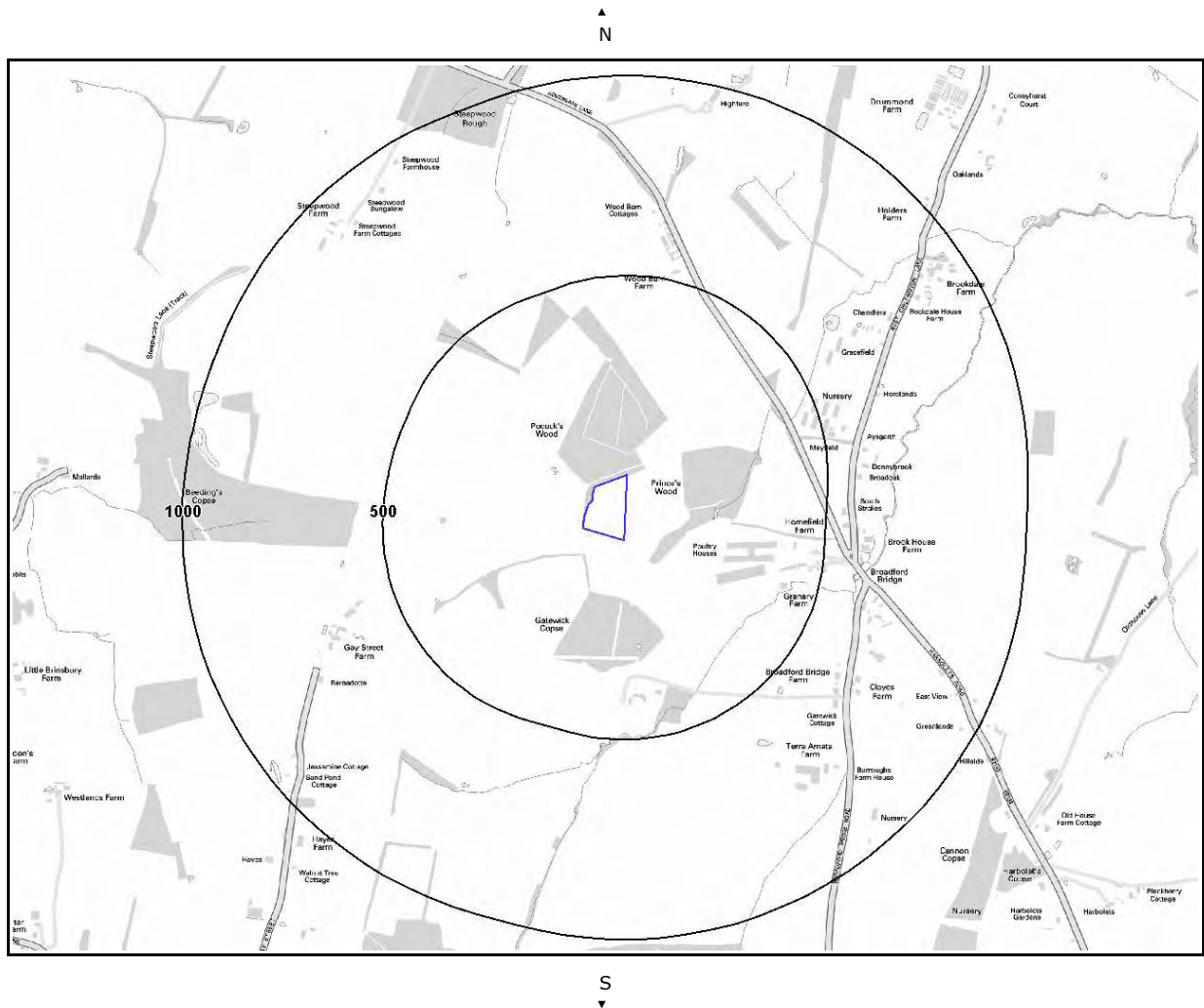
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Low	-	-	-	-
4.2 Landslides	Very Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Negligible	-	-	-	-
4.4 Compressible Deposits	Negligible	-	-	-	-
4.5 Collapsible Deposits	Very Low	-	-	-	-
4.6 Running Sand	Negligible	-	-	-	-

* This includes an automatically generated 50m buffer zone around the site

5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	0	2	-	-

6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	2	0	0	-	-

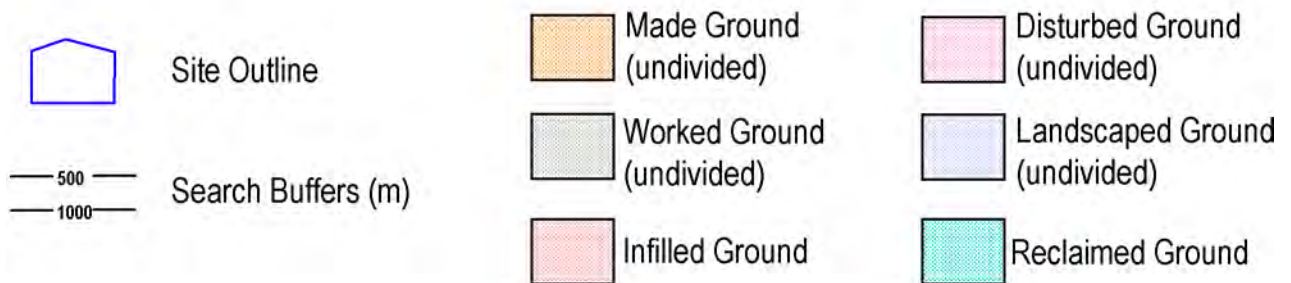
1.1 Artificial Ground Map



Artificial Ground Legend



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Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:317

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary? **No**

Database searched and no data found.

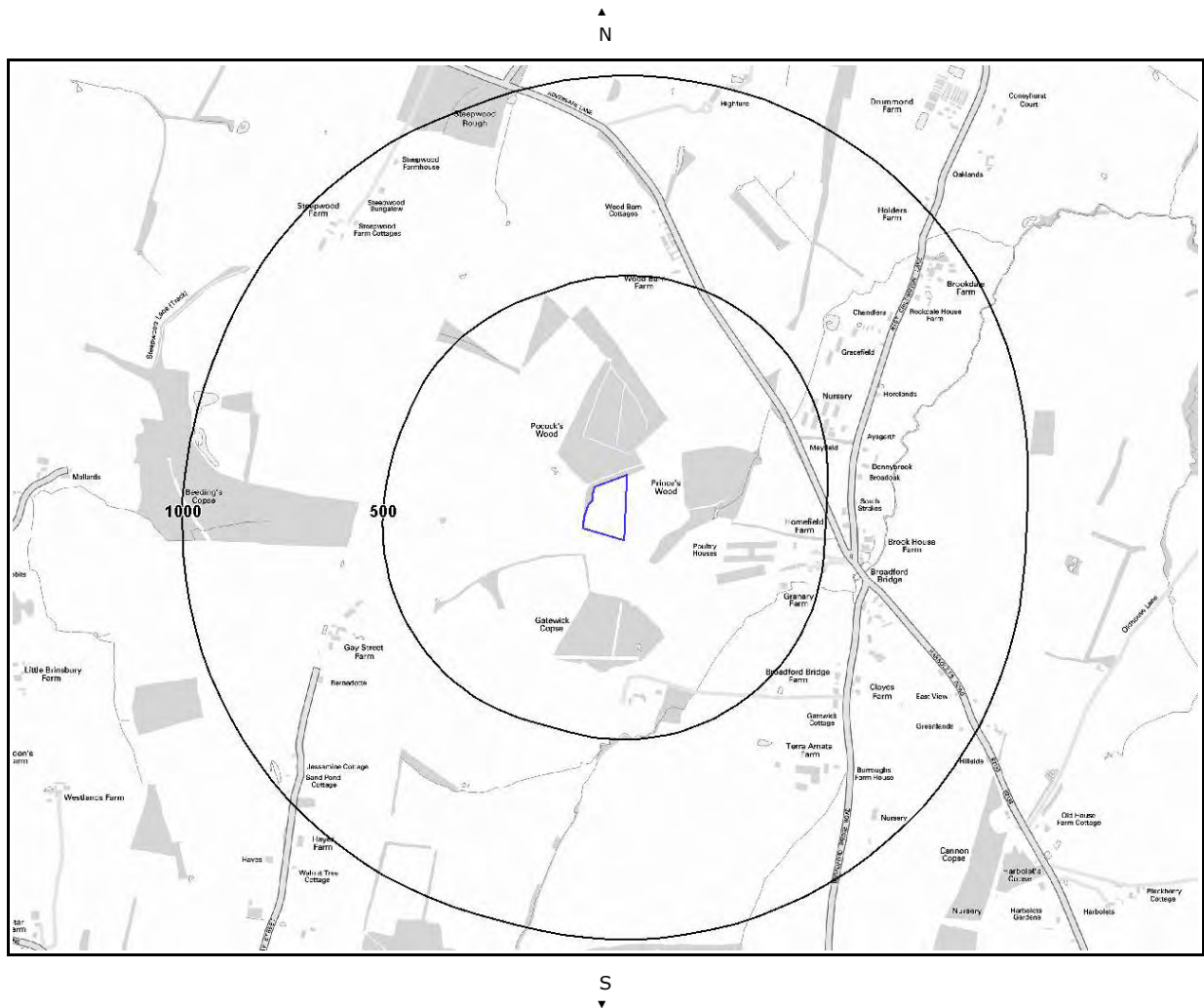
1.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site* boundary? **No**

Database searched and no data found.

* This includes an automatically generated 50m buffer zone around the site.

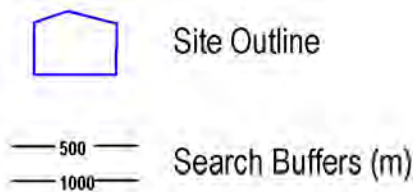
1.2 Superficial Deposits and Landslips Map



Superficial and Landslips Legend



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Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.2 Superficial Deposits and Landslips

1.2.1 Superficial Deposits/Drift Geology

Are there any records of Superficial Deposits/Drift Geology within 500m of the study site boundary? No

Database searched and no data found.

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site* boundary? No

Database searched and no data found.

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary? No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

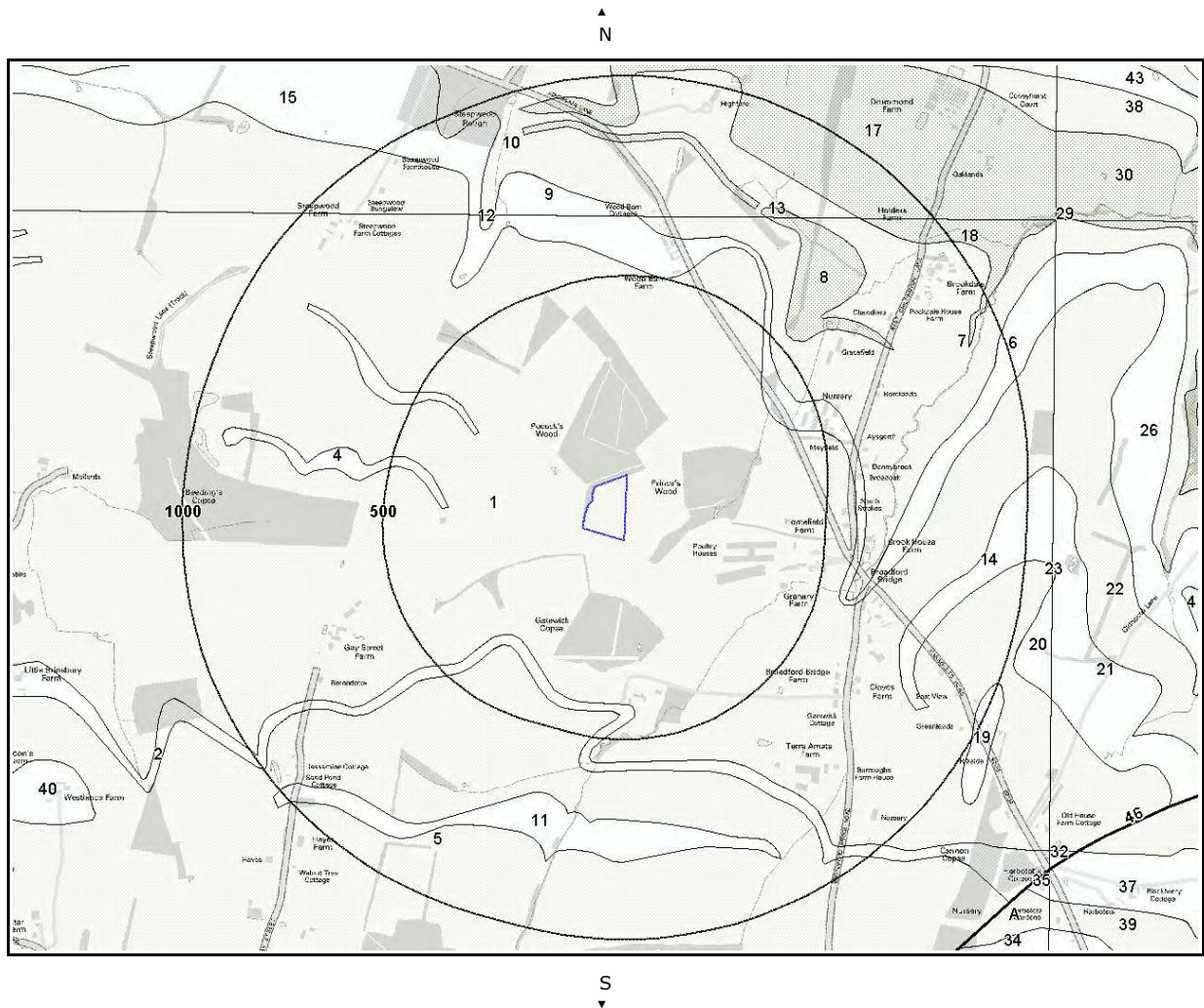
1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site* boundary? No

Database searched and no data found.

*This includes an automatically generated 50m buffer zone around the site.

1.3 Bedrock and Faults Map



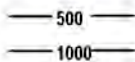
Bedrock & Faults Deposits Legend



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Site Outline



Search Buffers (m)

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:317

1.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	WC-MDST	Weald Clay Formation - Mudstone	Barremian / Hauterivian
2	317.0	SW	WC-SDST	Weald Clay Formation - Sandstone	Barremian / Hauterivian
3	319.0	NW	WC-SDST	Weald Clay Formation - Sandstone	Barremian / Hauterivian
4	338.0	W	WC-SDST	Weald Clay Formation - Sandstone	Barremian / Hauterivian
5	345.0	SW	WC-MDST	Weald Clay Formation - Mudstone	Barremian / Hauterivian
6	386.0	NE	WC-SDST	Weald Clay Formation - Sandstone	Barremian / Hauterivian
7	448.0	NE	WC-MDST	Weald Clay Formation - Mudstone	Barremian / Hauterivian

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site* boundary? Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Fracture	Low	Very Low

1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary? No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 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

1.3.5 Radon Protection

* This includes an automatically generated 50m buffer zone around the site.

Report Reference: HYD-252629

Is the property in an area where Radon Protection 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

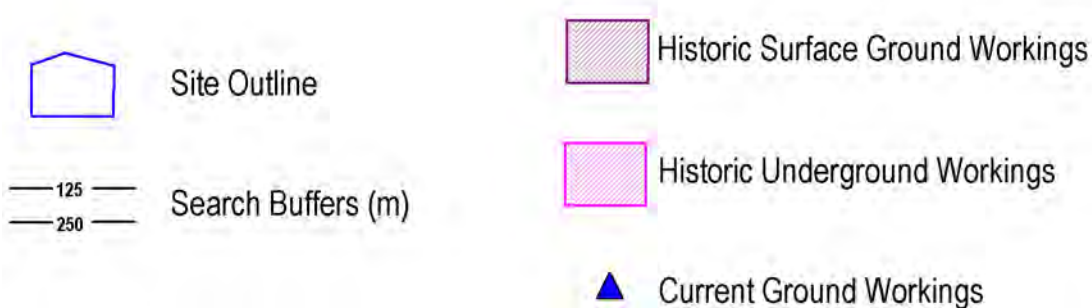
2. Ground Workings Map



Ground Workings Legend



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2. Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

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

Database searched and no data found.

2.2 Historical Underground Workings Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary? No

Database searched and no data found.

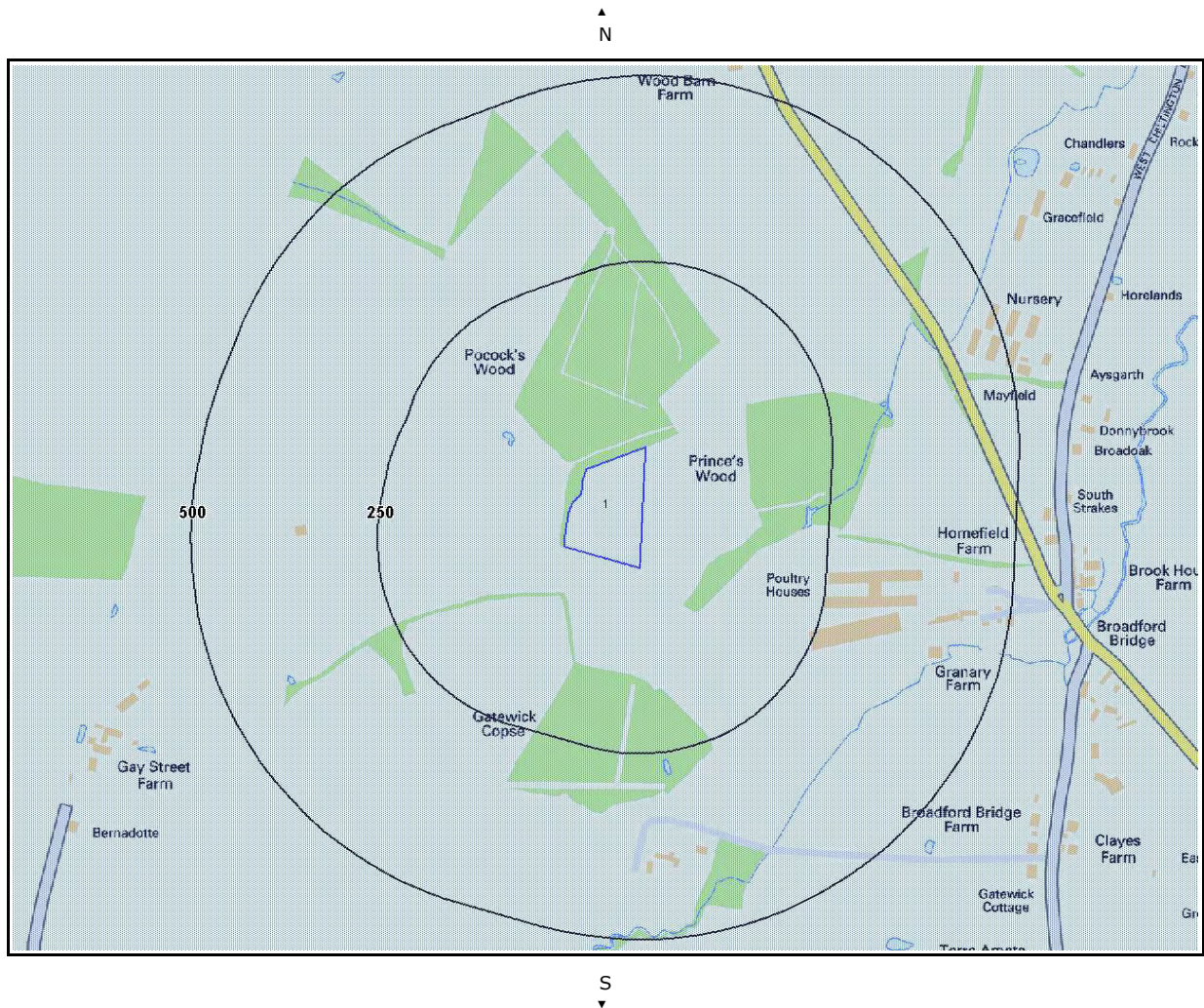
2.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

Are there any BGS Current Ground Workings within 1000m of the study site boundary? No

Database searched and no data found.

3. Mining, Extraction & Natural Cavities Map



Mining, Extraction & Natural Cavities Legend



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3. Mining, Extraction & Natural Cavities

3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary? **No**

The following information provided by JPB is not represented on Mapping:

Database searched. No results found.

3.4 Non – Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary? **Yes**

The following non-coal mining information is provided by the BGS:

ID	Distance (m)	Direction	Name	Commodity	Assessment of likelihood
1	0.0	On Site	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
Not shown	931.0	E	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.

3.5 Non – Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.7 Brine Extraction

This dataset provides information from the Brine Compensation Board which has been discontinued and is now covered by the Coal Authority.

Are there any Brine Extraction areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.4 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

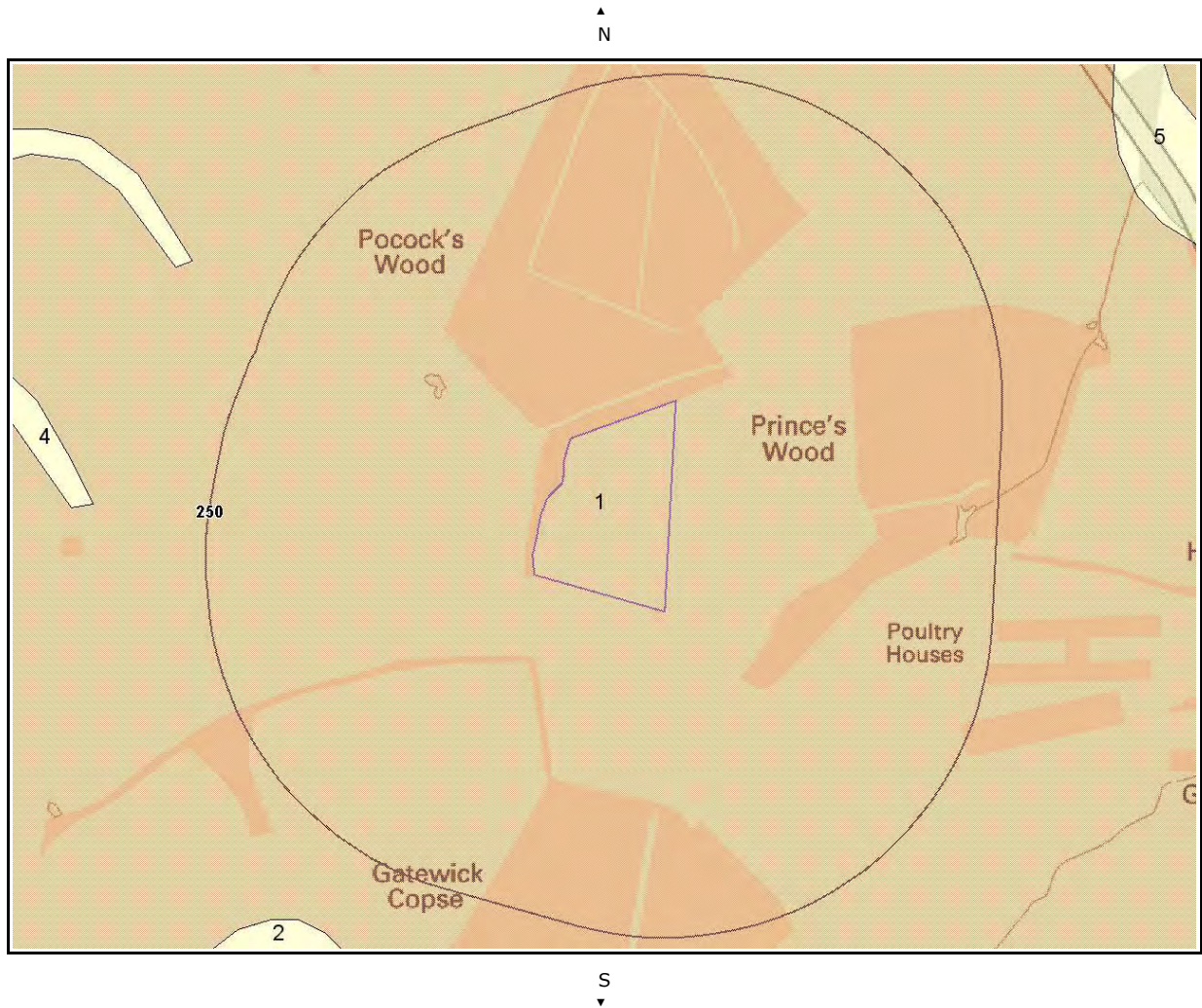
Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

4. Natural Ground Subsidence

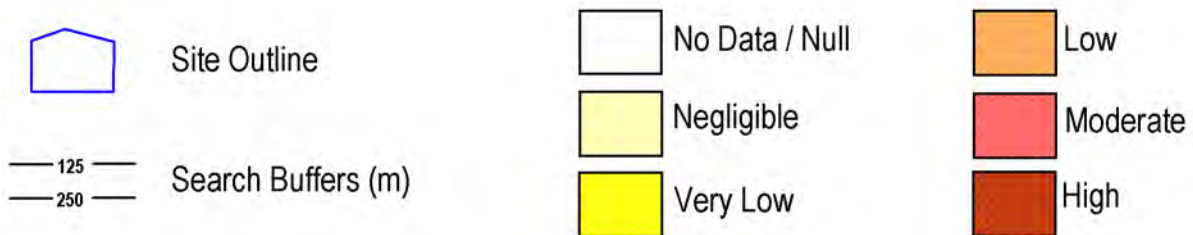
4.1 Shrink-Swell Clay Map



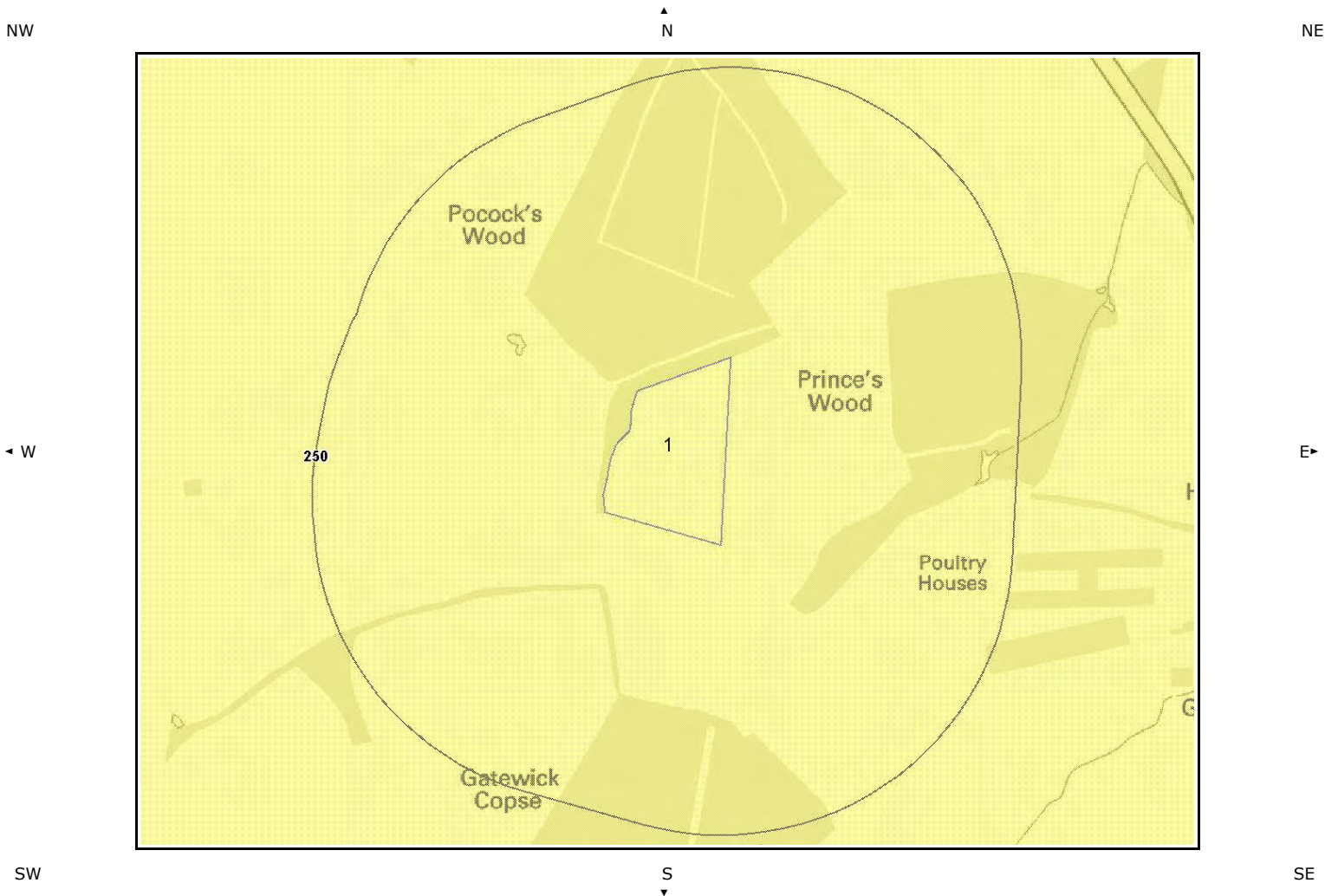
Shrink-Swell Clay Legend



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
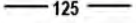


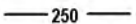


4.2 Landslides Map



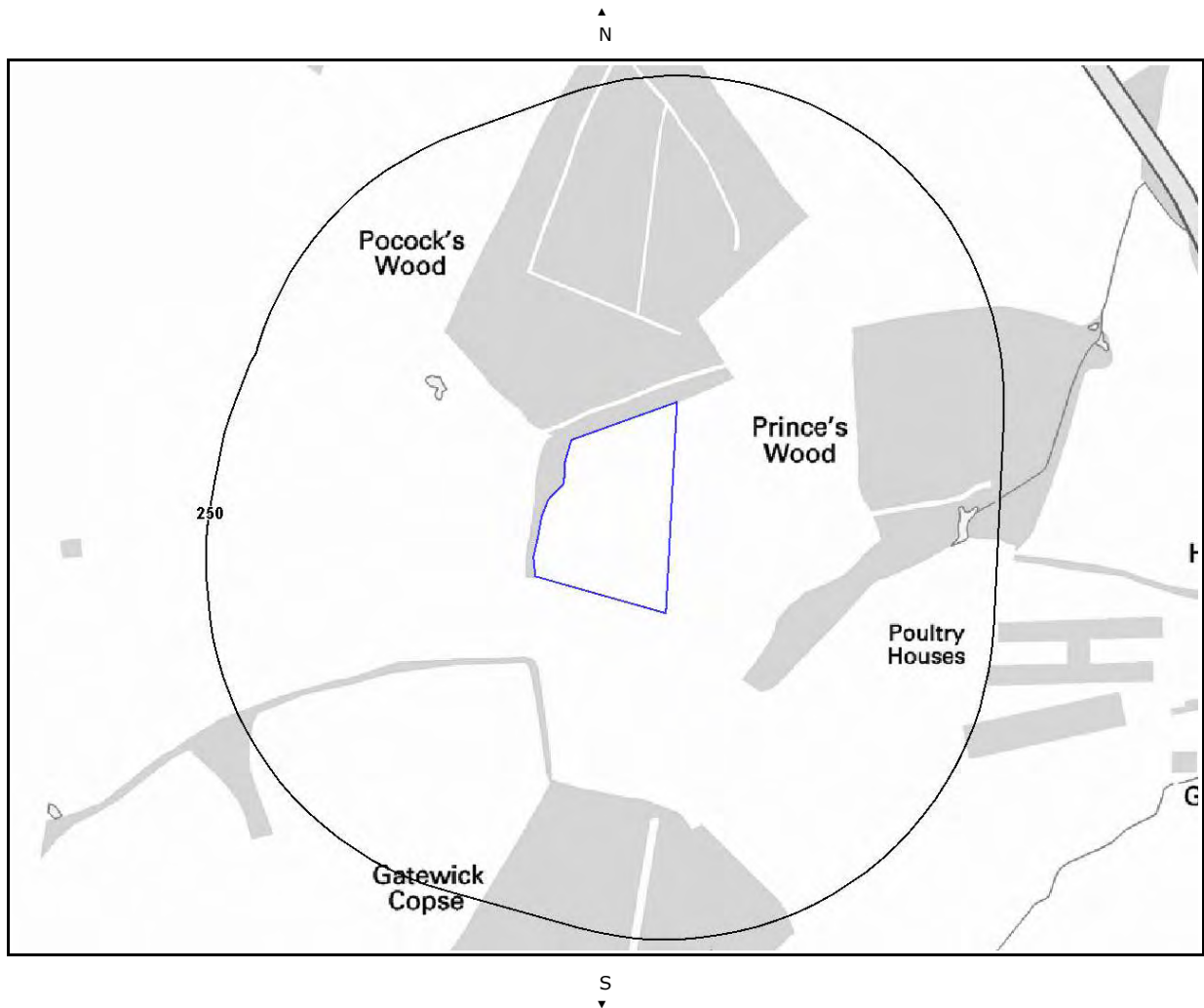
Landslides Legend



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	Site Outline		No Data / Null		Low
	Search Buffers (m)		Negligible		Moderate
			Very Low		High

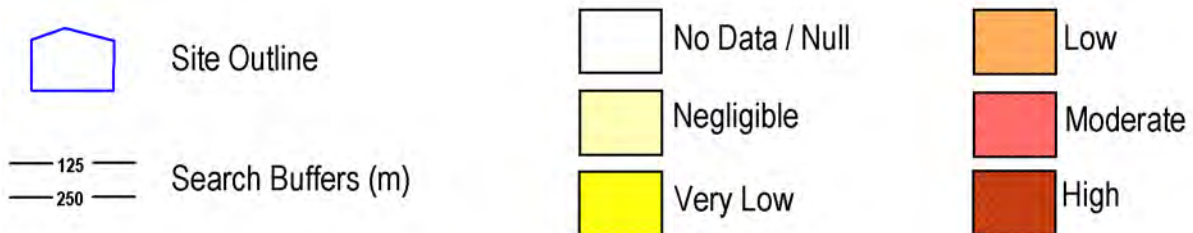
4.3 Ground Dissolution Soluble Rocks Map



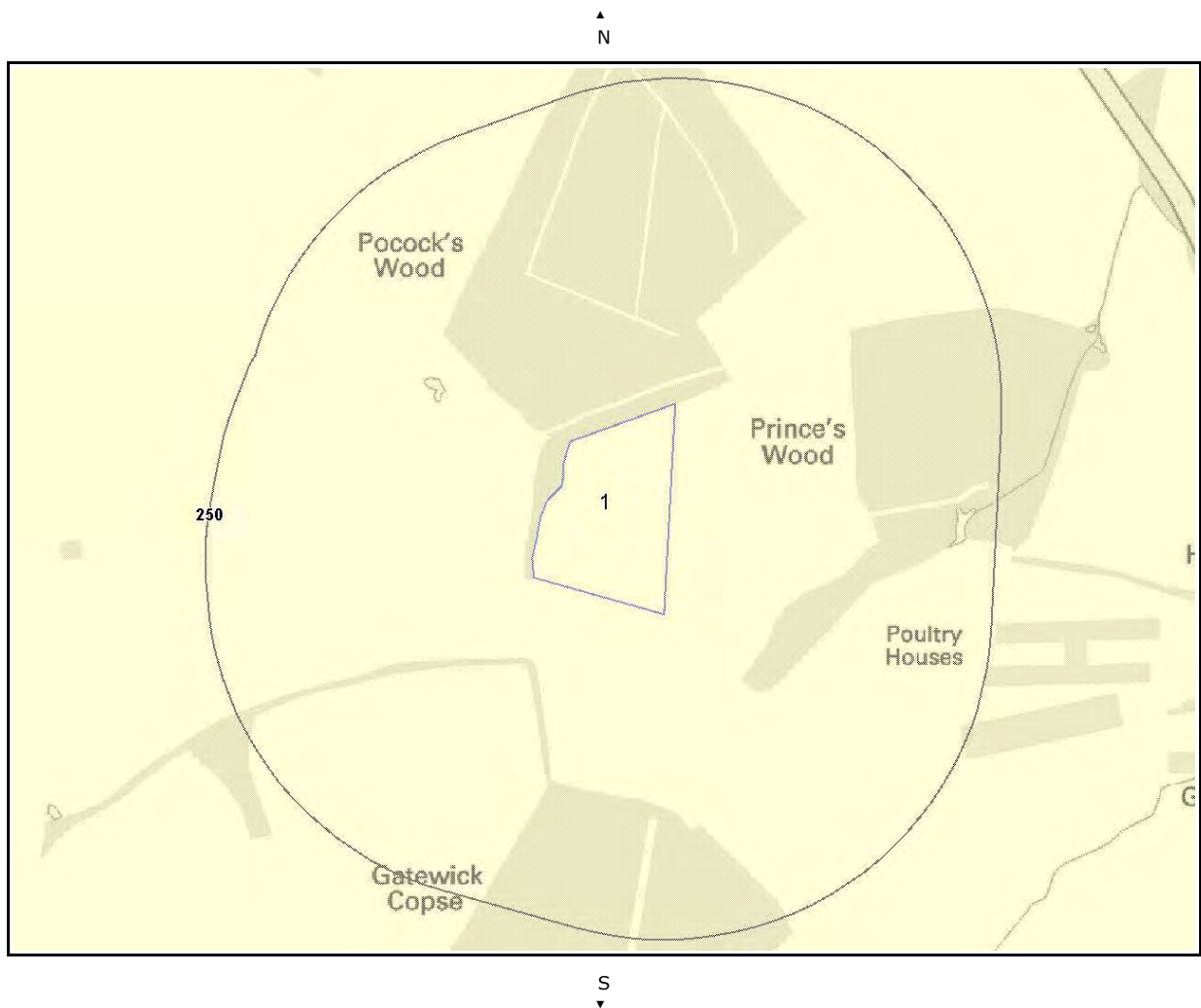
Ground Dissolution Soluble Rocks
Legend



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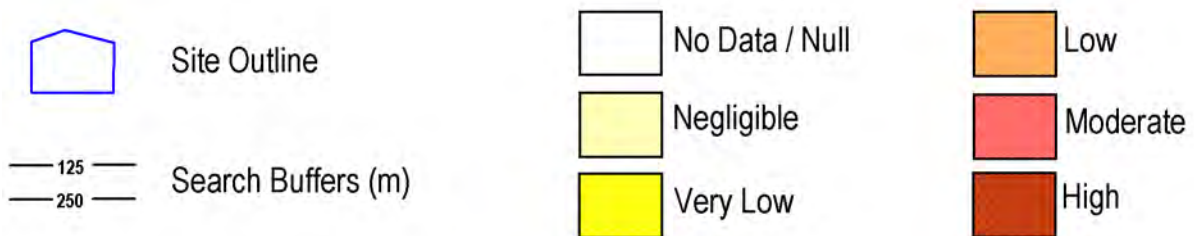
4.4 Compressible Deposits Map



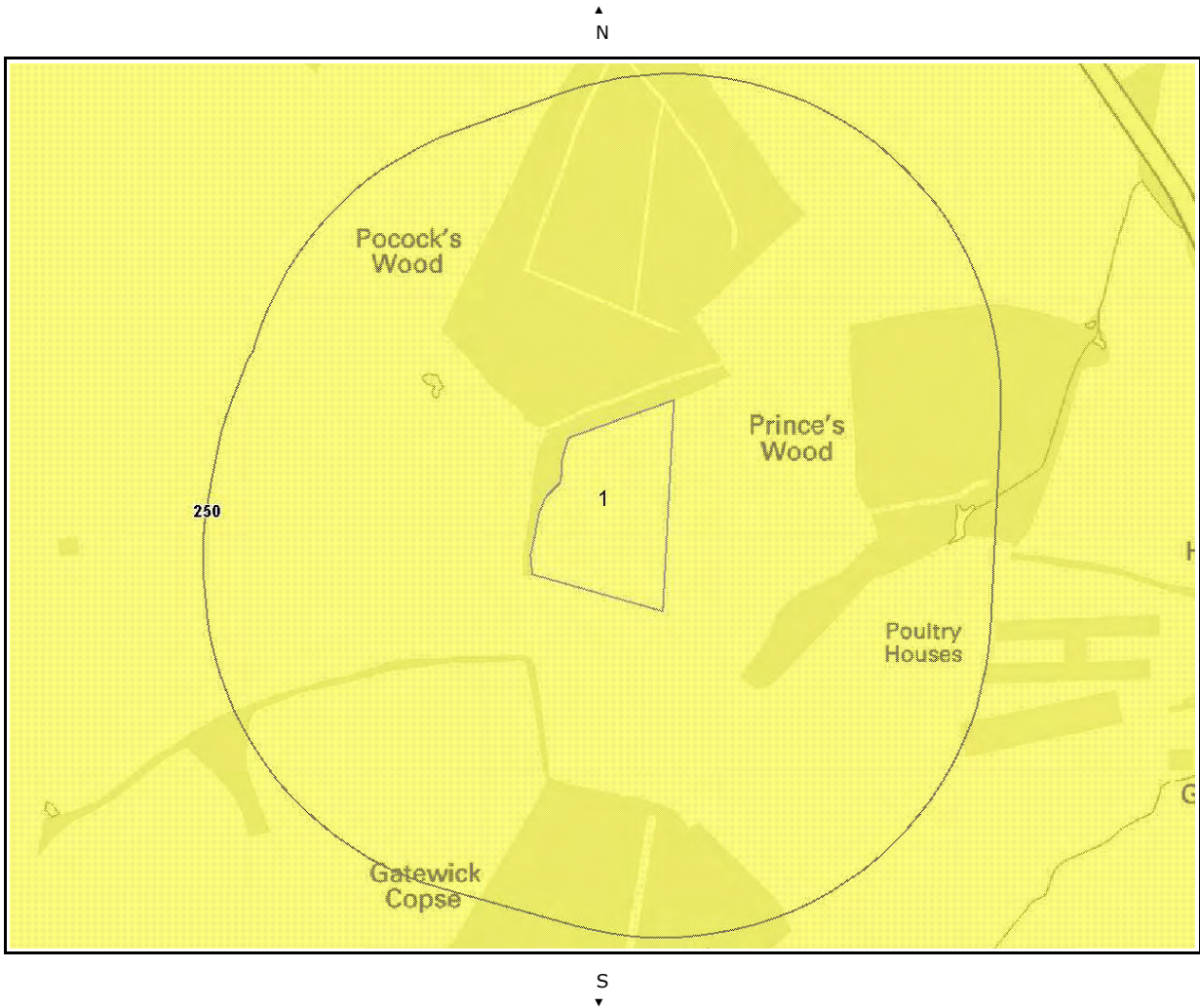
Compressible Deposits Legend



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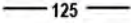
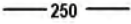






4.5 Collapsible Deposits Map



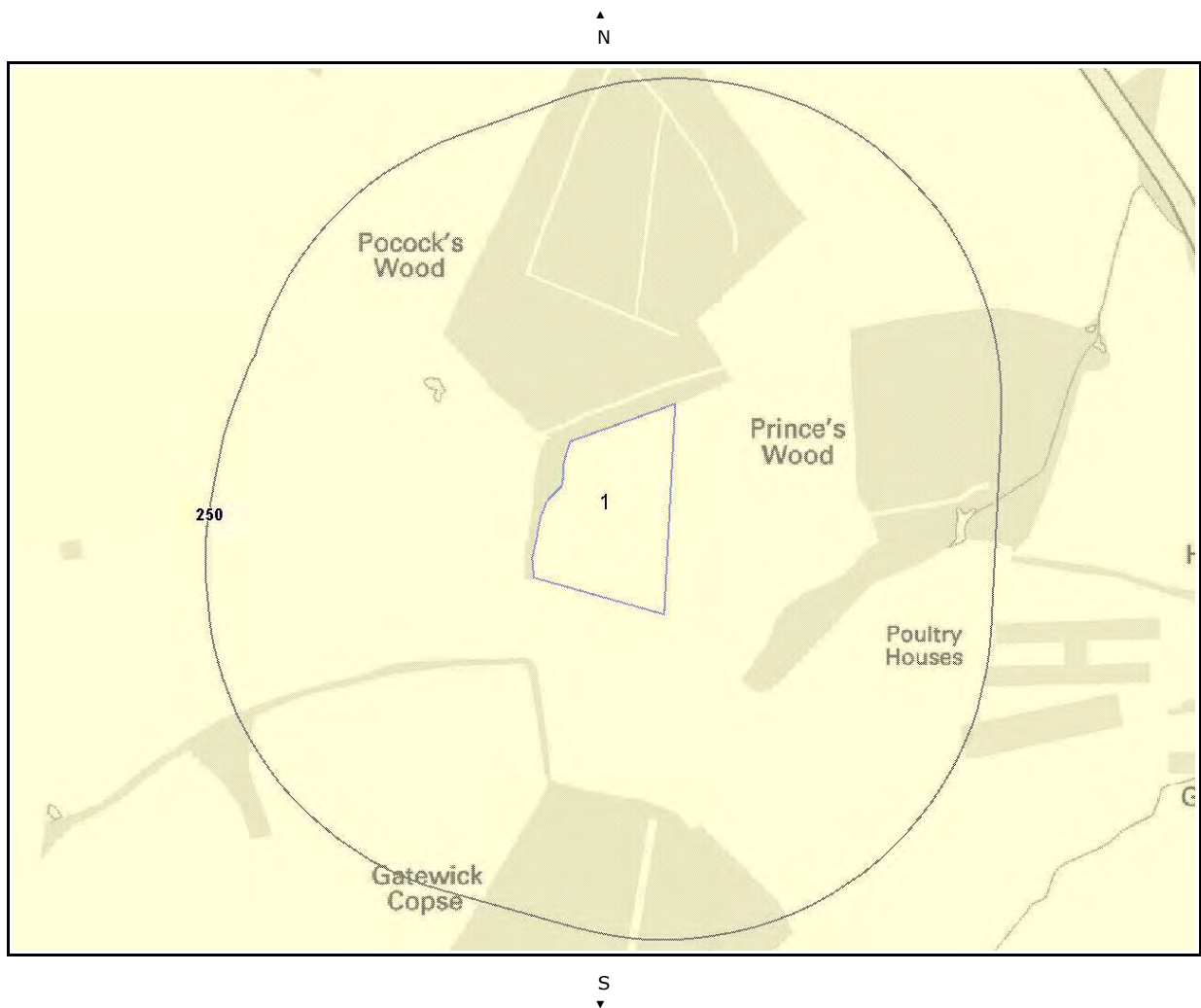
Collapsible Deposits Legend



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-  Site Outline
-  125 Search Buffers (m)
-  250 Search Buffers (m)
-  No Data / Null
-  Negligible
-  Very Low
-  Low
-  Moderate
-  High

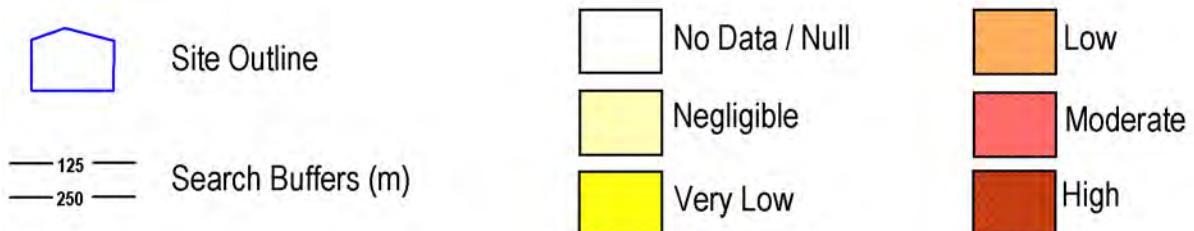
4.6 Running Sand Map



Running Sand Legend



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4. Natural Ground Subsidence

The National Ground Subsidence rating is obtained through the 6 natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS).

The following GeoSure data represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

What is the maximum hazard rating of natural subsidence within the study site* boundary? Low

4.1 Shrink – Swell Clays

The following Shrink Swell information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Low	Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

4.3 Ground Dissolution of Soluble Rocks

The following Soluble Rocks information provided by the British Geological Survey:

Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

4.4 Compressible Deposits

The following Compressible Ground information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
----	---------------	-----------	---------------	---------

*This includes an automatically generated 50m buffer zone around the study site boundary.

1	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
---	-----	---------	------------	--

4.5 Collapsible Deposits

The following Collapsible Rocks information is provided by the British Geological Survey:

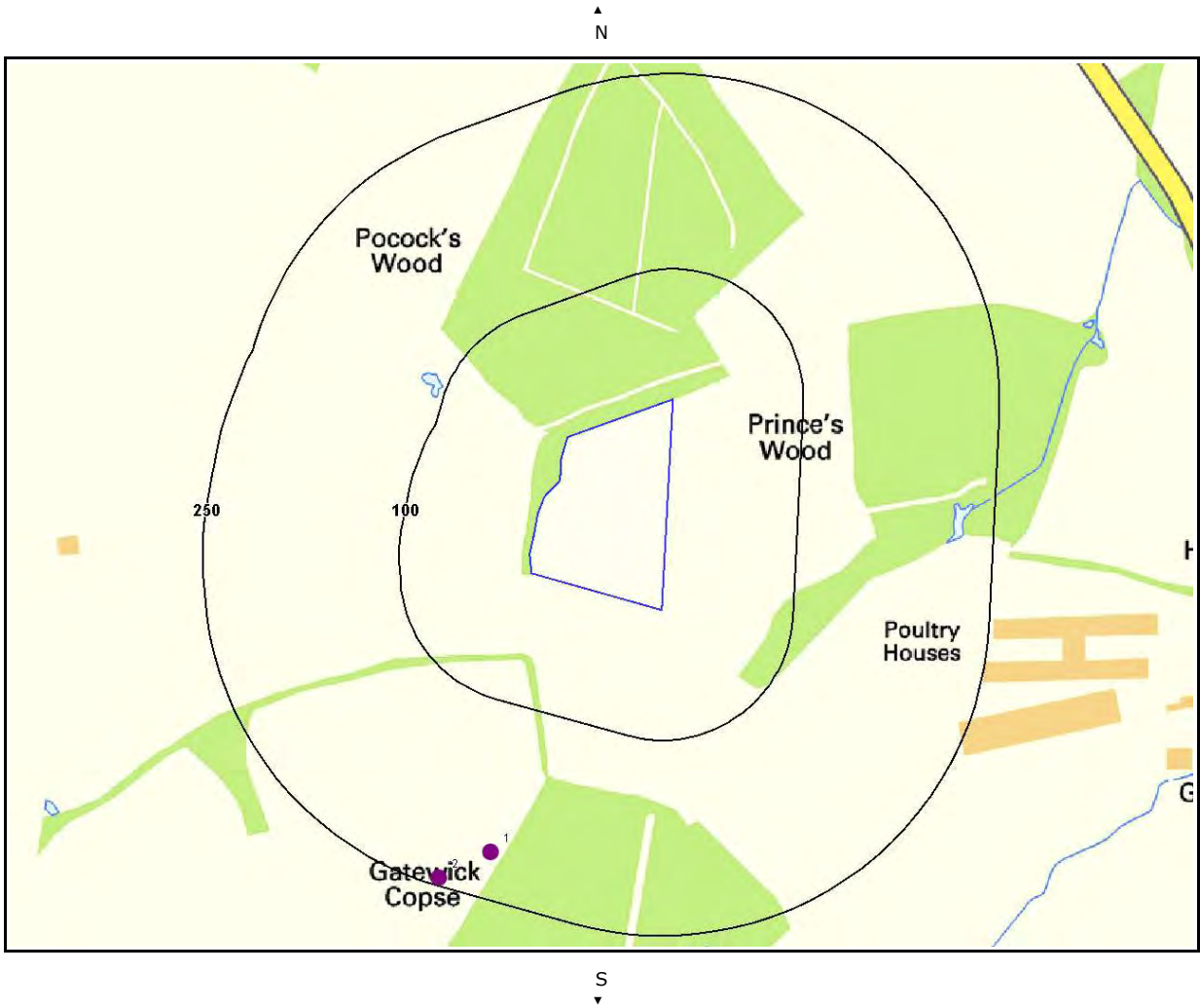
ID	Distance (m) *	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

4.6 Running Sands

The following Running Sands information is provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.


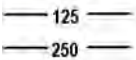
5. Borehole Records Map




Borehole Records Legend



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-  Site Outline
-  Search Buffers (m)

 Borehole Locations

5. Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

Records of boreholes within 250m of the study site boundary:

2

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length (m)	Borehole Name
1	214.0	S	508930,121480	TQ02SE13	10.54	LUTON 5
2	245.0	S	508890,121460	TQ02SE12	13.71	LUTON 3

6. Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary:

2

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

Distance (m)*	Direction	Sample Type	Estimated Geometric Mean Soil Concentrations (mg/kg)				
			Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg

*As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.

7. Contacts

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Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries



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LE12 6HX
Tel: www.british-gypsum.com



The Coal Authority

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DX 716176 Mansfield 5 www.coal.gov.uk



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Website: www.jpb.co.uk



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Acknowledgements

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"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.

"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 clause 11.

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"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.

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"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.

"Residential" means any building used as or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding **"Consultancy Services"**.

"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.

"Third Party Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.

"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 If a Client/Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurer. Any insurance purchased shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. The Client/Beneficiary should take independent advice to ensure that the insurance policy requested and/or offered is suitable for its requirements.

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 ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. 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 who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 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 access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 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. 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 clauses 7 and 11.6 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 clauses 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, (except as permitted herein or by separate agreement with GroundSure) to: (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 clause 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 judgment) 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 and Confidentiality

6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content 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 **Third Party Content** where such **Third Party 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 clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):

- (i) not remove, suppress or modify any trademark, 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 data contained in 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; and
 - (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.5(v) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
- 6.6 The Client and/or Beneficiary shall and shall procure that any party 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.
- 6.8 Save as otherwise set out in these terms and conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential and only used for the purposes of these terms and conditions, except in so far as the Receiving Party is authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7 Liability

THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

- 7.1 Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.
- 7.2 GroundSure shall not be liable for any other losses or damages incurred by the Beneficiary, including but not limited to:
- (i) loss of profit, revenue, business or goodwill, losses relating to business interruption, loss of anticipated savings, loss of or corruption to data or for any special, indirect or consequential loss or damage which arise out of or in connection with the GroundSure Materials or otherwise in relation to a Contract;
 - (ii) any losses or damages that arise as a result of the use of all or part of the GroundSure Materials in breach of these terms and conditions or contrary to the terms of the relevant User Guide;
 - (iii) 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. The Client accepts, and shall procure that any other Beneficiary shall accept, that it has no claim or recourse to any Data Provider in relation to Third Party Content; and/or
 - (iv) any loss or damage to a Client's computer, software, modem, telephone or other property caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.3 GroundSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure Materials or otherwise in relation to the Contract shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.
- 7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and conditions provided such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.
- 7.5 Any claim under the Contract in relation to Data Reports, Mapping and Risk Screening Reports, must be brought within six years from the date when the Beneficiary became aware that it may have a claim and in no event may a claim be brought twelve years or more after completion of such a Contract. For the avoidance of doubt, any claim in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause 7.5 shall survive the expiry of those time periods provided the claim is actually commenced within six months of notification.
- 7.6 Any claim under the Contract in relation to Consultancy Services, must be brought within six years from the date the Consultancy Services were completed.
- 7.7 he Client accepts and shall procure that any other Beneficiary shall accept that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of any Data Provider and/or any Third Party Content provided by a Data Provider.
- 7.8 Nothing in these terms and conditions:
- (i) excludes or limits the liability of GroundSure for death or personal injury caused by GroundSure's negligence, or for fraudulent misrepresentation; or
 - (ii) shall affect the statutory rights of a consumer under the applicable legislation.

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 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 material term of the Contract (including, but not limited to, the obligations in clause 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 clause 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 clauses 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 clauses 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 clause 6.1 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 can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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