



The complete **SEARCH** service

Report FBRI-GS3891652-
Reference: 7126009-195361
Your Reference: 3891652-
 CEB.LA.G2269/2
Report Date 10 Mar 2014
Report Delivery **Email - pdf**
Method:

GroundSure Flood

**Address: 84 LOVEDEAN LANE, WATERLOOVILLE, PO8
9SS**

Dear Sir/Madam,

Thank you for placing your order with The Property Search Group.

Please find enclosed the GroundSure Flood as requested.

If you need any further assistance, please do not hesitate to contact our helpline on
01903 854728 quoting the above report reference number.

Yours faithfully,

The Property Search Group

Enc.
GroundSure Flood

GroundSure Flood

Address: 84 LOVEDEAN LANE, WATERLOOVILLE, PO8 9SS

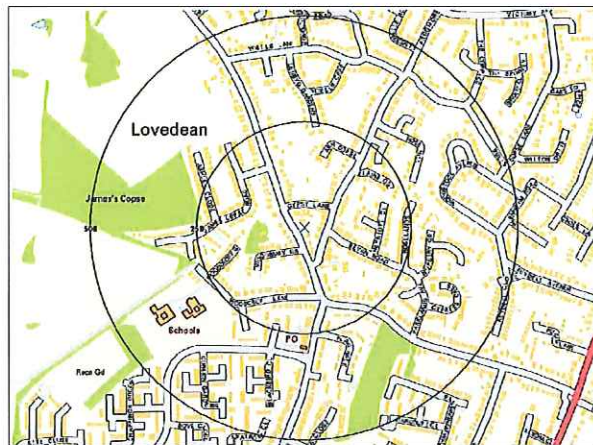
Date: 10 Mar 2014

Report Reference: FBRI-GS3891652-7126009-195361

Your Reference: 3891652-CEB.LA.G2269/2

Grid Reference: 468846,112272

Client: PSG Franchising Ltd



Overview of Findings

For detailed guidance on each dataset, please refer to the Detailed Findings sections listed below.

Factor	Assessment	Section
Environment Agency Flood Data		
Flood Risk from rivers and/or tidal sources	Low	1.1
Is the property likely to be insurable without the provision of further information?	Yes	1.1
Is the property on or within 25m of a Flood Zone risk?	Flood Zone 2 within 25m	1.2
Areas benefiting from Flood Defences	None within 25m	1.3
Areas used for Flood Storage	None within 25m	1.5
British Geological Survey Groundwater Flooding		
Groundwater Flooding Susceptibility Areas	Very Low	2.1
JBA Consultants Surface Water (Pluvial) Flood Risk Rating		
JBA Consultants assessment of surface water (pluvial) flood risk within 25m of the centre of the site	Significant	3.1

If you would like any further assistance regarding this report then please contact the GroundSure Ltd Helpline (08444 159 000)

Expert Assessment

Overview and Guidance

Environment Agency Flood Information

National Flood Risk Assessment (NaFRA) rating

The study site or an area within 25m of the centre of the study site, has been assigned a Very Low flood risk within the Environment Agency's NaFRA database. This denotes that information used to compile this database indicates the property is considered to have a greater than 0.1% but less than 0.5% chance of flooding in any given year.

Flood Zone risk

The study site or an area within 25m of the centre of the study site has been assessed to lie within Flood Zone 2. This denotes that information used to compile this database indicates the property has a greater than 0.1% but less than 1% chance of flooding from rivers in any given year, or greater than 0.1% but less than 0.5% chance of flooding from the sea. Flood Zone information does not take into account the presence of flood defences.

Flood Defences

The study site does not lie within or in close proximity to an area considered by the Environment Agency to benefit from Flood Defences.

Groundwater flood risk

The study site has a Very Low susceptibility to groundwater flooding.

JBA Surface water (pluvial) flood risk

The site or an area in close proximity has been assessed to be at Significant Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 75 year rainfall event to a depth of greater than 0.1m.

Recommendations

It is recommended that several insurers are contacted to confirm the availability of reasonably priced insurance for the property. Additionally, the purchaser may wish to make specific enquiries of the vendor regarding the history of flooding at the study site.

NaFRA

As the site lies within or in close proximity to an area with a Low risk rating in the NaFRA database, a prudent purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association. Furthermore, it is recommended that anyone living within an area at Low risk signs up to the Environment Agency's Floodline Warnings Direct service on 0845 988 1188 or at www.environment-agency.gov.uk.

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Flood Zone

As the site lies within or in close proximity to an area within Flood Zone 2, a prudent purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association. Furthermore, it is recommended that anyone living within an area inside Flood Zone 2 signs up to the Environment Agency's Floodline Warnings Direct service on 0845 988 1188 or at www.environment-agency.gov.uk.

Groundwater flooding

Where very low susceptibility is indicated this means that you need take no further action in relation to groundwater hazard in this area.

JBA Surface water (pluvial) flooding

The site lies within or in close proximity to an area considered to be at significant risk of surface water flooding, with the area predicted to flood in a 1 in 75 year rainfall event.

Is my property at risk?

Please be aware that this is an automated assessment based upon the highest surface water flood risk found within 25m of the centre of the property. Therefore a purchaser may wish to check the maps provided within this report to confirm whether the flood risk area lies on or in close proximity to the property. If you would like GroundSure to manually assess the property a £35 + VAT fee may be applicable. This manual assessment consists of a further assessment of desktop information, and does not include a site visit. Additionally, please be aware that if your property is within a new or recent development, the digital terrain model (DTM) used to produce the flood map may not be based on current ground levels. Additional information regarding flood risk assessments and works to alleviate flood risk undertaken during the development may be available from the developer.

What can I do if my property is at risk?

If the property itself has been assessed to be at risk of flooding, a prudent purchaser may wish to undertake further flood risk assessments, including but not limited to vendor enquiries, a review of any flood resistance and resilience measures within the property, and enquiries of the relevant department within the local authority. Since the implementation of the Flood and Water Management Act 2010, local authorities have acquired responsibilities for managing surface water flood risk, and as such should have identified areas at risk within their boundaries and proposed means of dealing with surface water flood risk. Some insurers may choose to not provide insurance cover for properties with a significant risk of surface water flooding. We would recommend that comparative quotes are sought to confirm the presence of competitive cover. Alternatively, further bespoke professional flood risk assessments may be available. Please contact GroundSure if you would like some further information regarding such assessments.

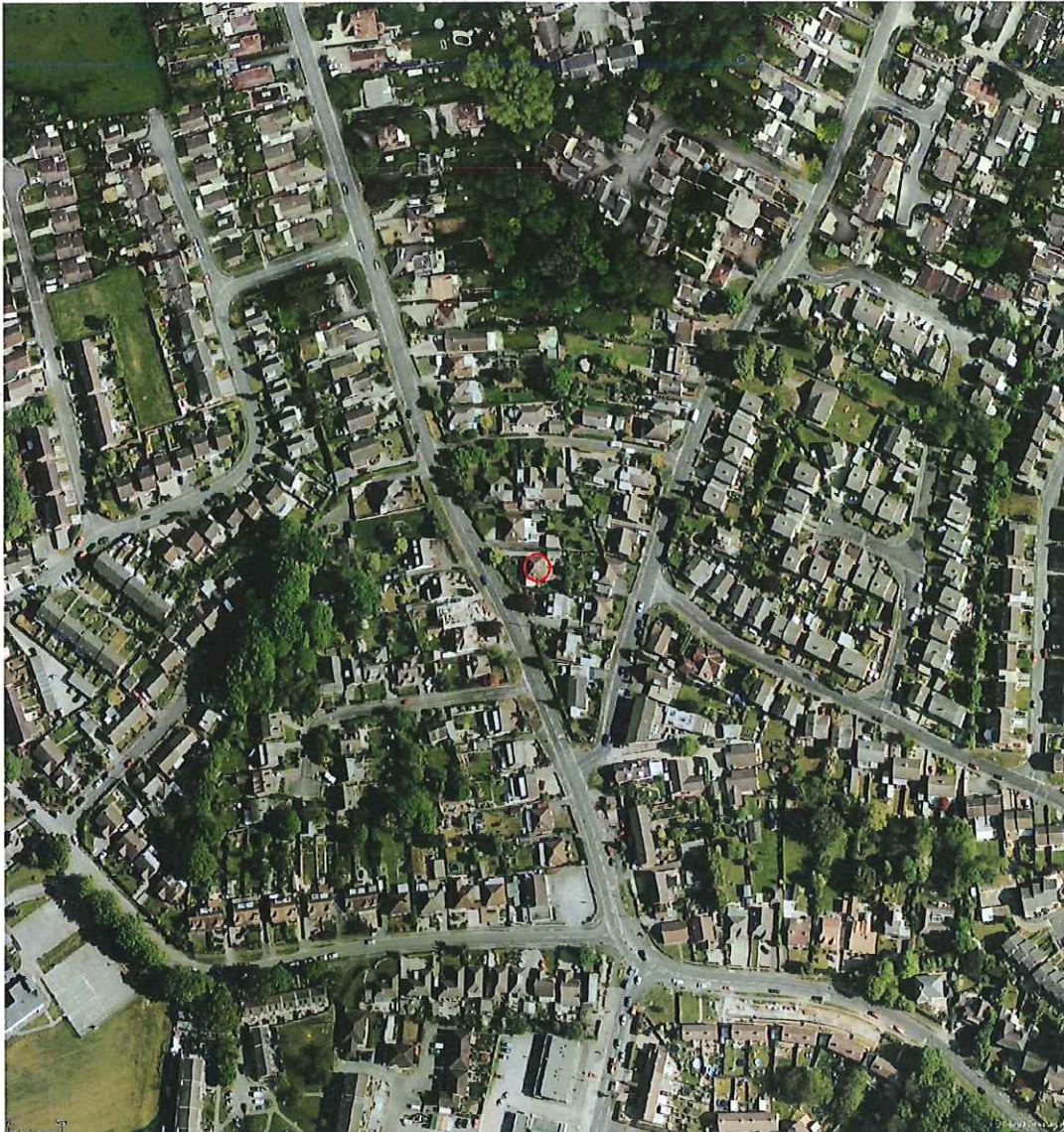
Aerial Photograph of Property

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Aerial photography supplied by Getmapping PLC.

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Site Name: 84 LOVEDEAN LANE, WATERLOOVILLE, PO8
9SS

Grid Reference: 468846,112272

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Flood Risk Framework

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by GroundSure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. GroundSure's overall flood risk assessment takes account of the cumulative risk as assessed within the Environment Agency's NaFRA and Flood Zone datasets, in addition to surface water (pluvial) flooding.

This report provides an overall risk ranking of flooding potential at the site as well as answering the following key questions:

Is insurance likely to be available for the property?

This opinion is based solely on the very latest Environment Agency National Flood Risk Assessment (NaFRA) data. Most insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. At present surface water flooding is not considered by the majority of the insurance industry. This may change in the future, however at present this is excluded from our assessment. Where a significant risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Moderate risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Moderate and Significant risk areas are advised to sign up to the Environment Agency's Floodline Warning scheme. The probability estimates for NaFRA risk bands are as follows:

- Negligible – the chance of flooding from rivers or the sea is considered to be less than 0.1% (1 in 1000)
- Low – the chance of flooding from rivers or the sea is greater than 0.1% (1 in 1000) but less than 0.5% (1 in 200)
- Moderate – the chance of flooding from rivers or the sea is greater than 0.5% (1 in 200) but less than 1.3% (1 in 75)
- Significant – the chance of flooding from rivers or the sea is greater than 1.3% (1 in 75)

What is the Environment Agency NaFRA risk rating for the property?

This rating is based upon the highest NaFRA risk band to be found within the site boundary. See above for an explanation of NaFRA risk banding.

What is the highest Environment Agency Flood Zone risk at the site?

The Environment Agency estimates the annual probability of flooding from rivers and the sea as:-

- Zone 1 – little or no risk with an annual probability of flooding from rivers and the sea of less than 0.1%.
- Zone 2 – low to medium risk with an annual probability of flooding of 0.1-1.0% from rivers and 0.1-0.5% from the sea.

- Zone 3 (or Zone 3a) – high risk with an annual probability of flooding of 1.0% or greater from rivers, and 0.5% or greater from the sea.
- Zone 3b – very high risk with the site being used as part of the functional flood plain or as a Flood Storage Area.

Where the property is in an area benefiting from flood defences these may be taken into account within the flood risk assessment provided. However it should be noted that flood defences do not entirely remove the risk of flooding, as they can fail or overtop. Owners of properties within Zone 2 and Zone 3 are advised to sign up to the Environment Agency's Floodline Warning scheme.

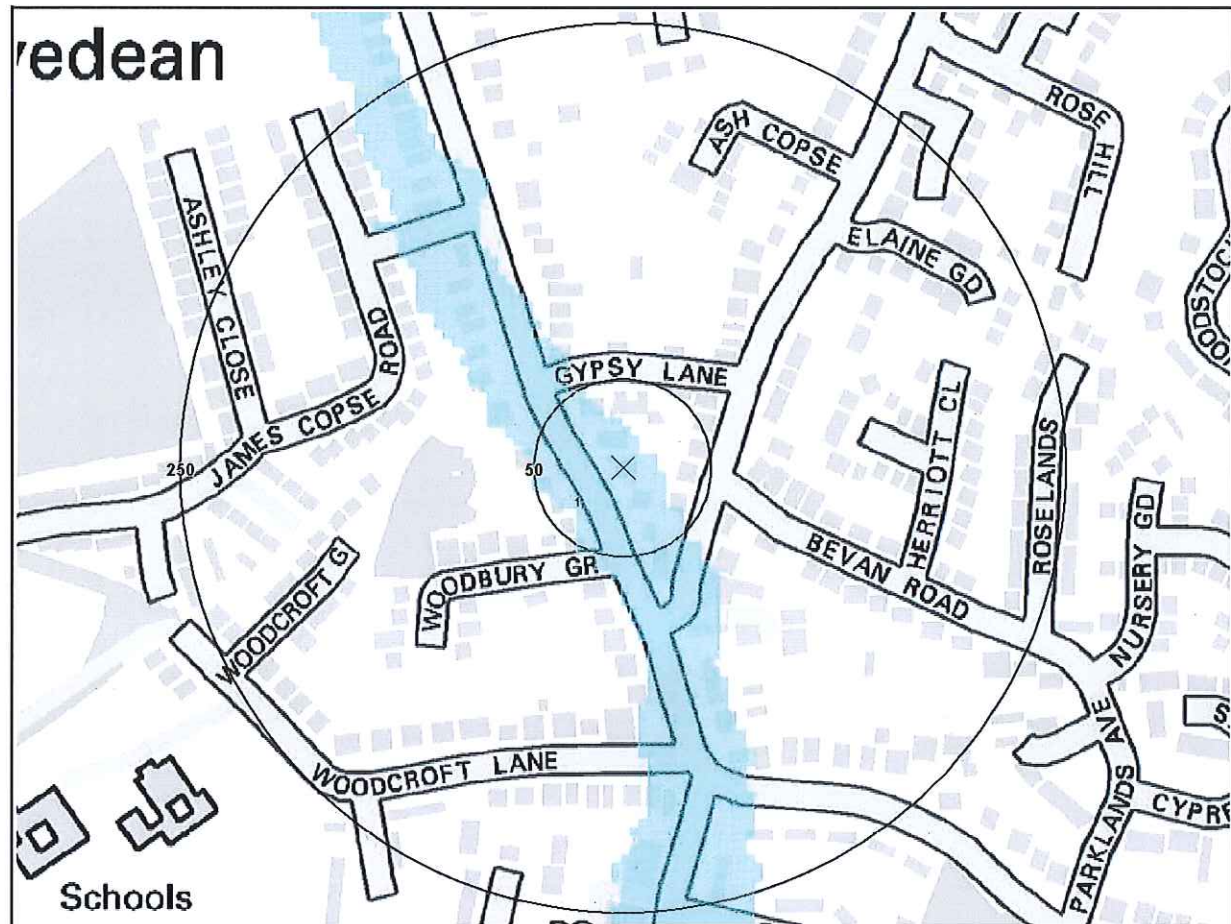
What is the risk of flooding from pluvial/surface water sources?

Surface water flooding is increasingly of concern to homeowners and insurers. The Pitt Review of 2008 suggested that 40% of the flooding in the Summer 2007 floods was to properties outside the river/coastal floodplain. JBA Consulting surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 75 year rainfall events, 1 in 200 year flood events and 1 in 1,000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m "cell" of topographical mapping coverage. The maps include 5 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:-

- Low Risk - Property may flood in a rainfall event with a likelihood of occurring every 1 in 1,000 years to a depth of greater than 0.1m.
- Low to Moderate Risk – Property may flood in a rainfall event with a likelihood of occurring every 1 in 200 years, though the depth of flooding is predicted to be less than 30cm.
- Moderate Risk – Property may flood in a rainfall event with a likelihood of occurring every 1 in 200 years, with a predicted depth of flooding of between 30cm and 1m.
- High Risk – Property may flood in a rainfall event with a likelihood of occurring every 1 in 200 years, with a predicted depth of flooding of over 1m.
- Significant Risk – Property may flood in a rainfall event with a likelihood of occurring every 1 in 75 years.

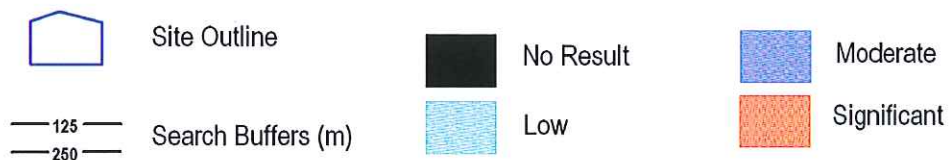
1a. Environment Agency NaFRA Map



NaFRA Flood Legend



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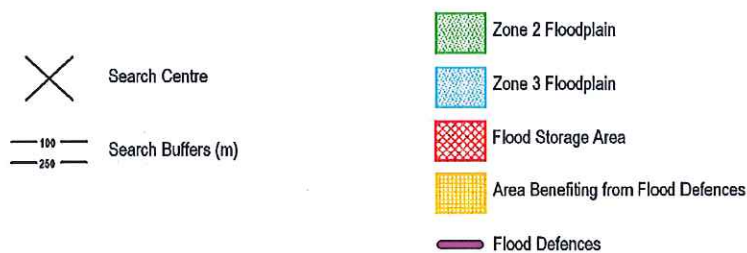
1b. Environment Agency Flood Zone and Flood Defences Map



River and Coastal Flood Risk Legend



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1. Flooding from rivers and the sea

1.1 National Flood Risk Assessment (NaFRA)

What is the highest risk of flooding on or within 25m of the centre of the study site?

Low

The Environment Agency NaFRA database provides an indication of flood river and coastal risk at a national level on a 50m grid as used by many of the insurance companies. NaFRA data is based on a 50m grid system, with the flood rating at the centre of the grid calculated and given below. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

NaFRA data for the study site indicates the property, or an area within 25m of the centre of the property has a low (less than 1 in 200 but greater than 1 in 1000) chance of flooding in any given year.

The following floodplain records are represented on the NaFRA Flood Map (1a):

ID	Distance	Direction	NaFRA flood Risk
1	0.0	On Site	Low

1.2 Flood Zone Risk Assessment

What is the highest Flood Zone risk at the centre of the study site?

Low to Medium

What is the highest Flood Zone risk within 25m of the centre of the study site?

Low to Medium

1.2.1 Zone 2 Flooding

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain?

Yes

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.

The following floodplain records are represented as green shading on the Flood Risk Map:

ID	Distance	Direction	Update	Type
1	0.0	On Site	27-Feb-2014	Zone 2 - (Fluvial Models)

1.2.2 Zone 3 Flooding

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain?

No

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.

1.3 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 25m of the study site?

No

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Guidance: The data within this section indicates whether an area is considered by the Environment Agency to be protected from flooding to a standard of 1% or better for rivers and 0.5% from the sea.

1.4 Flood Defences

Are there any Flood Defences within 250m of the study site?

No

Guidance: All flood defences constructed during the last five years have a standard of protection equal to or better than 1% for rivers and 0.5% from the sea. Some additional defences, which may be older or may have been designed to provide a lower standard of protection, are also shown within the data GroundSure provides.

1.5 Areas used as Flood Storage Areas

Are there any areas used for Flood Storage within 25m of the study site?

No

Guidance: Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. National Planning Policy Framework (NPPF) states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding.

2. British Geological Survey Groundwater Flooding

2.1 Groundwater Flooding Susceptibility Areas

Where land that is prone to groundwater flooding has been built on, the effect of a flood can be costly. Because groundwater responds slowly compared with rivers, floods can last for weeks or even months.

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

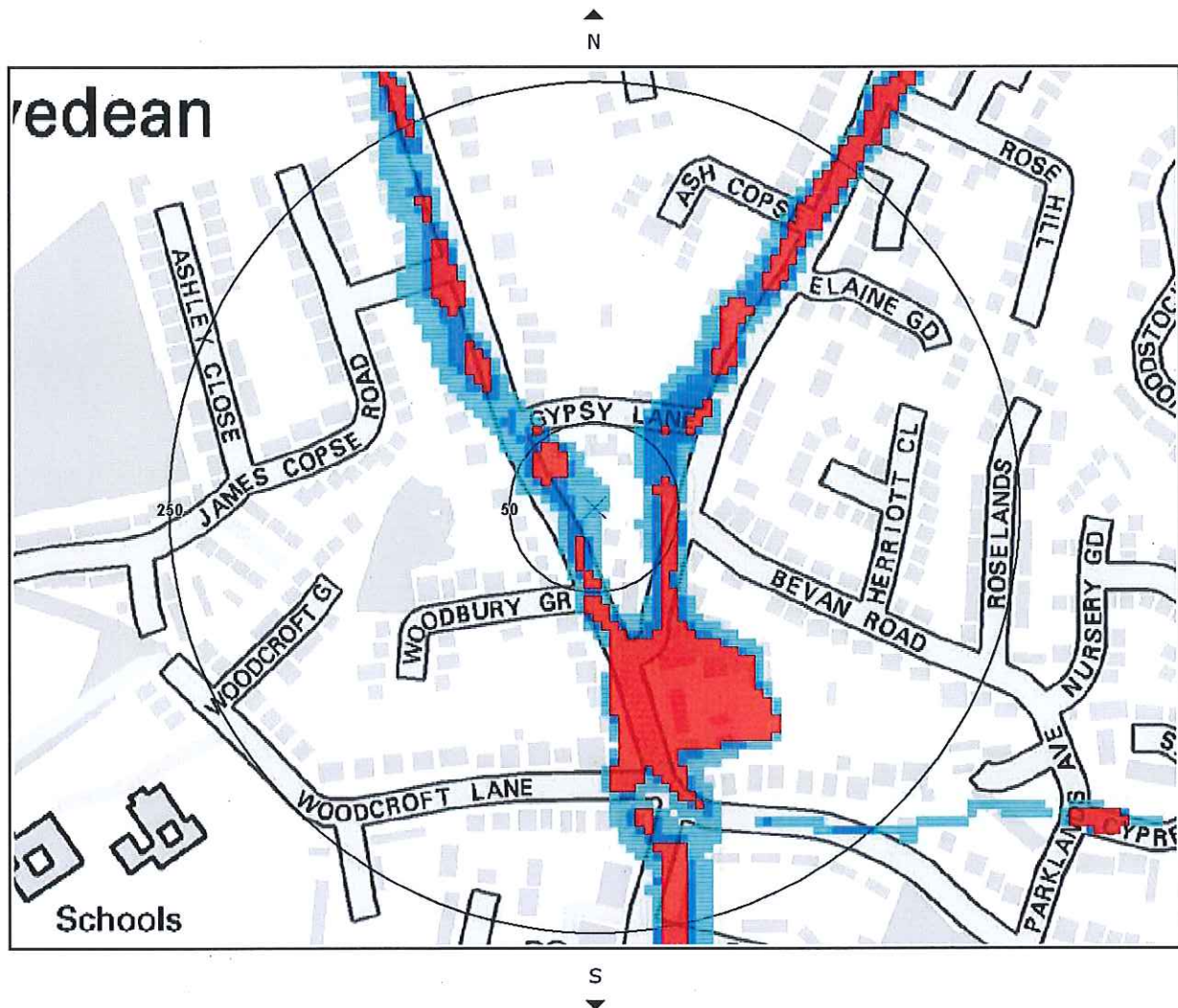
Guidance:

Where very low susceptibility is indicated this means that you need take no further action in relation to groundwater hazard in this area.

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.

3. JBA Surface Water Flooding Map

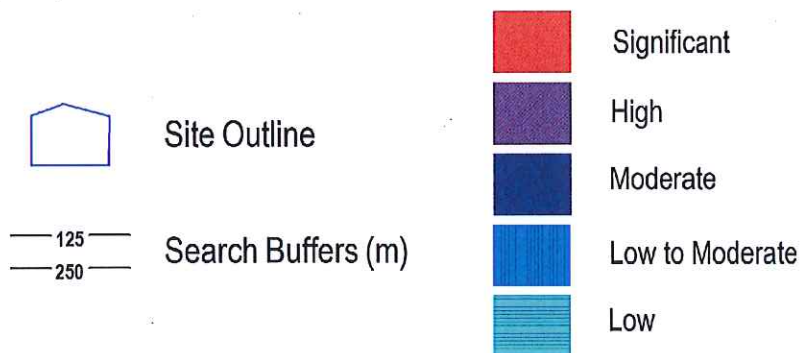


Flood Risk Legend



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3. JBA Surface Water (Pluvial) Flood Risk

3.1 JBA Surface Water (Pluvial) Flood Risk

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the centre of the study site? **Low**

What is the highest risk of pluvial flooding within 25m of the centre of the study site? **Significant**

This data is provided by JBA Consulting, © Jeremy Benn Associates Limited 2008/2009

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

Distance	Direction	Risk
0.0	On Site	Low
9.0	SW	Low to Moderate
16.0	W	Low
17.0	S	Low to Moderate
18.0	S	Significant
21.0	W	Low
21.0	NW	Low to Moderate
24.0	NW	Significant
25.0	E	Low
26.0	W	Low
30.0	NE	Low
32.0	W	Low
32.0	NE	Low to Moderate
34.0	S	Low
34.0	NW	Low to Moderate
34.0	E	Low to Moderate
35.0	E	Significant
37.0	NW	Low to Moderate
37.0	S	Low to Moderate
37.0	S	Significant
40.0	NW	Low to Moderate
42.0	S	Low
42.0	S	Low
43.0	NW	Low
47.0	S	Low to Moderate
49.0	E	Low
49.0	E	Low
49.0	E	Low to Moderate

Contact Details

The Property Search Group

Telephone: 01903 854728

andrewpercival@propertysearchgroup.co.uk



The complete **SEARCH** service

Environment Agency

Tel: 08708 506 506



Floodline: 0845 988 1188

Web: www.environment-agency.gov.uk

Email: enquiries@environment-agency.gov.uk

British Geological Survey Enquiries

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Keyworth, Nottingham NG12 5GG

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enquiries@bgs.ac.uk

Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries



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Tel: 0871 4237191

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This report is produced by GroundSure Ltd, whose correspondence address is GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Fax: 01273 763569, Email: info@4c.groundsure.com). GroundSure's registered address is GroundSure Ltd, c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP, United Kingdom. Registration Number: 3421028. VAT Number 486 4004 42.

Acknowledgements

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Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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

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

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Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

"Commercial" means any building or property which is not Residential.

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

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

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

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

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

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

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

"Fees" has the meaning set out in clause 5.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services.

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

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

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

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

3 The Client's obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

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

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

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

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

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

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

4 Reliance

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property and Confidentiality

6.1 Subject to

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

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

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

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

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that

those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

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

7 Liability: Particular Attention Should Be Paid To This Clause

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

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

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

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

7.4 GroundSure shall not be liable for

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

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

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

8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services,

GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

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

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or

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

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

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

9. Client's Right to Terminate and Suspend

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

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

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

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

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

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

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

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery

11.1 The Client warrants that it shall:

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

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

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

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

12 General

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

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

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be

valid unless signed by an authorised representative of GroundSure.

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

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

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

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

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

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

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

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

(vii) suspension or delay of services at public registries by Third

Party Data Providers;

(viii) changes in law; or

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

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

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

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

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

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

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

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

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

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