



A Landmark service

Contamination Report

Residential Property at

Sample House
1, The High Street
Newtown
AXX 1XX

Grid Reference: 491043E 106946N

Order Reference: 20127954_2

Your Reference: HIPS_Sample_HCC

Monday, 16 March 2009

Requested by

Landmark Po Sample Account
6 - 7 Abbey Court
Eagle Way
Exeter
Devon
EX2 7HY

Homecheck Professional is provided by Sitescope Limited, part of Landmark Information Group. Sitescope is a leading UK provider of spatially-enabled property and environmental risk information to lawyers, banks, insurance companies, home inspectors and other property professionals.



The campaign for increased awareness of flood risk
Join at: www.knowyourfloodrisk.co.uk

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British Geological Survey

NATURAL ENVIRONMENT RESEARCH COUNCIL

Passed

Residential property at:

Sample House
1, The High Street
Newtown
AXX 1XX

Based solely on the data contained and analysed within this report it is, in our opinion, unlikely that the property would be determined to be 'contaminated land' within the meaning of Part IIA of the Environmental Protection Act 1990 as it is in force at the date of this assessment.



Signed
James Sherwood-Rogers
Managing Director - Landmark Legal & Financial
On behalf of Landmark Information Group Limited

Dated **16 March 2009**

The risk assessment is based on an analysis of the most recent data from a comprehensive set of sources, including the Environment Agency, British Geological Survey, Landmark Information Group Limited and other nationally recognised sources of environmental data. The data sets analysed include current and historical land use, landfill, authorised processes and contraventions.

Landmark Information Group Limited has carried out no site inspection, undertaken any further enquiries or made any investigation of surface or ground conditions. Notwithstanding the risk assessment you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment.

Landmark Information Group Limited is the leading provider of environmental reports to the UK legal profession. The assessment in this report has been developed in conjunction with practising solicitors and environmental specialists. For full details of the assessment see the Homecheck Professional Contamination Report User Guide.



Introduction

The Homecheck Professional Contamination Report gives an assessment on the likelihood that the specified property would be designated as 'contaminated land' within the meaning of Part IIA of the Environmental Protection Act 1990. The report also specifies a number of investigations that can be undertaken to clarify and potentially dismiss any risks that are identified.

The report is for use by lawyers, Home Information Pack providers and other professionals involved in residential conveyancing. It provides information within the key areas listed below that are not covered by Standard Enquiries of Local Authorities.

SUMMARY

The Summary section of the report presents enquiries in a familiar and easy-to-understand question and answer format. Where a reply to an enquiry is Yes, further details are given for each question in the Additional Information section of the report.

Unless otherwise stated the answers cover a search band of 0-250 metres from the specified property. Contact details for the data providers are given in the Contacts section at the end of this report.

SECTION A - Statutory Registers

This section of the report sets out information from statutory registers kept by the Environment Agency, local authorities and the Health and Safety Executive. It identifies any nearby industrial processes or installations which might have an environmental impact on the property.

The key areas covered are the existence of landfill and waste management sites, industrial processes regulated by the Environment Agency, the storage of hazardous substances, discharges to air and industrial installations regulated by the Health and Safety Executive under NIHHS and COMAH Regulations.

SECTION B - Site History

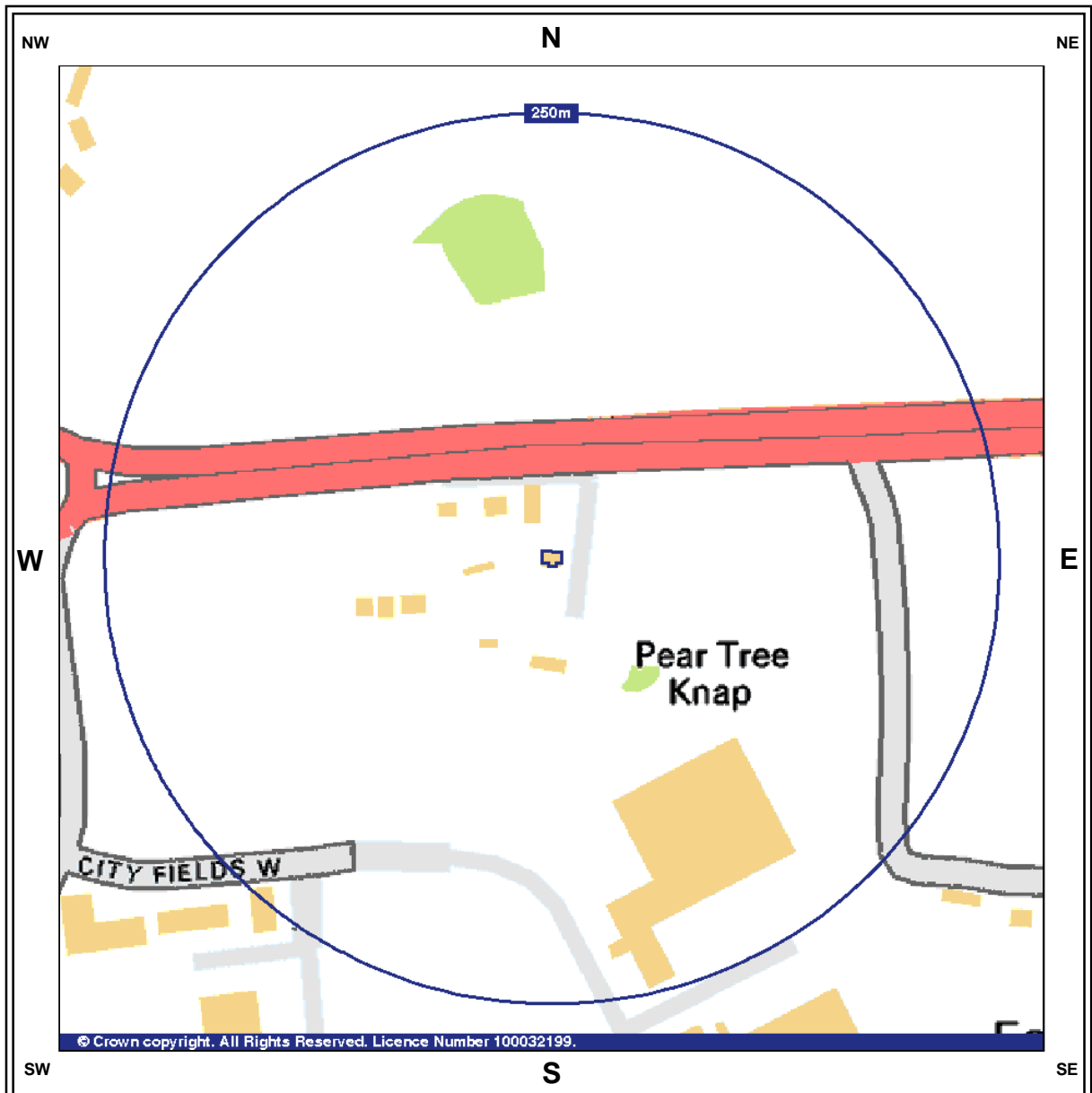
This section of the report seeks to identify both past and present industrial land use. Its purpose is to identify any land which may have been put to a potentially contaminative use.

Other Reports

You may also wish to consider reports from our full range covering both Flood and Ground Stability issues.

Footnotes

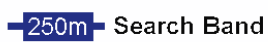
- (1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
- (2) The report is supplied subject to our current standard terms and conditions.
- (3) The search is based on a UK National Grid Reference for the property. The grid reference used is shown on the cover of this report.
- (4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey and Ordnance Survey.
- (5) This report is a search of statutory and non-statutory sources of information which does not include any on-site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
- (6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.
- (7) Homecheck Professional is a Sitescope Product provided by Landmark Information Group Limited.



Map Legend



Site



Search Band



Water Feature



Building Outline



Search Details

Search address Sample House
1, The High Street
Newtown
AXX 1XX

Grid Reference 491043E 106946N

Date of Report 16/3/2009

SECTION A Statutory Registers

Local Authority Landfill Sites

- A.1.1** Are there any Local Authority recorded landfill sites?

The following list shows if local authorities covering the area of search have made landfill data available.

within 0 - 250 metres? No

Chichester District Council - Has no landfill data to supply
West Sussex County Council - Has supplied landfill data

Please refer to the Contacts section for contact information.

Landfill Sites

- A.1.2** Are there any landfill sites or waste management facilities licensed by the environment Agency under Part II of Environmental Protection Act 1990 or any BGS Recorded Landfill sites?

within 0 - 250 metres? No

Waste Transfer

- A.2** Are there any Waste Transfer Sites (including scrapyards) licensed by the environment Agency under Part II of Environmental Protection Act 1990?

within 0 - 250 metres? No

Waste Treatment and Disposal

- A.3** Are there any other sites licensed by the environment Agency under Part II of Environmental Protection Act 1990 to treat, keep or dispose of controlled waste?

within 0 - 250 metres? No

Integrated Pollution Control (IPC) Regulations

- A.4** Are there sites authorised under Part 1 of the Environmental Protection Act 1990 or the Pollution Prevention and Control (England and Wales) Regulations 2000 to carry out processes subject to Integrated Pollution Control (IPC) or Integrated Pollution Prevention and Control (IPPC)?

within 0 - 250 metres? No

Radioactive Substances

- A.5** Are there any sites registered by environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials?

within 0 - 250 metres? No

Storage of Hazardous Substances

- A.6** Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990?

within 0 - 250 metres? No

Storage of Dangerous Substances

- A.7** Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the Notification of Installations Handling Hazardous Substances (NIHHS) Regulations 1982?

within 0 - 250 metres? No

Control of Major Accident Hazards

- | | | | |
|------------|--|-------------------------------|-----------|
| A.8 | Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999? | within 0 - 250 metres? | No |
|------------|--|-------------------------------|-----------|

Emissions to Air

- | | | | |
|------------|---|-------------------------------|-----------|
| A.9 | Are there any sites subject to Local Authority Pollution Prevention and Control (LAPPC) under Part I of the Environmental Protection Act 1990 or the Pollution Prevention Control Act 1999? | within 0 - 250 metres? | No |
|------------|---|-------------------------------|-----------|

Discharges to Water

- | | | | |
|-------------|--|-------------------------------|-----------|
| A.10 | Are there any authorisations issued by the environment Agency (and its predecessor, the National Rivers Authority) to discharge to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991? | within 0 - 250 metres? | No |
|-------------|--|-------------------------------|-----------|

Contaminated Land Register Entries and Notices

- | | | | |
|-------------|---|-------------------------------|-----------|
| A.11 | Are there any Contaminated Land Register Entries and Notices from the Local Authority as defined by 78(A) 2 of Part IIA of the Environmental Protection Act 1990? | within 0 - 250 metres? | No |
|-------------|---|-------------------------------|-----------|

Contraventions

- | | | | |
|-------------|---|-------------------------------|-----------|
| A.12 | Are there any records of any enforcements, prohibitions, or prosecutions relating to questions in Section A or any Substantiated Pollution Incidents? | within 0 - 250 metres? | No |
|-------------|---|-------------------------------|-----------|

SECTION B Site History

Past Industrial Land Use

- | | | | |
|------------|--|-------------------------------|--|
| B.1 | Are there any industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps? | within 0 - 250 metres? | Yes
see additional information |
|------------|--|-------------------------------|--|

Current Industrial Land Use

- | | | | |
|------------|---|-------------------------------|-----------|
| B.2 | Are there any industrial sites (indicating potentially contaminative land use) in Trade Listings? | within 0 - 250 metres? | No |
|------------|---|-------------------------------|-----------|

Footnotes:

Question A.1 The Landfill Sites and Licensed Waste Management Facilities have been provided by the relevant environment agency or Local Authority (where available). At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. For Registered Landfill Sites, where the positional accuracy of the site is unclear, a "buffer" is constructed around the point to warn of the possible presence of landfill.

Question A.2. The Waste Transfer Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.3. The Waste Treatment and Disposal Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.10 The response to this question is based on details of consents issued by the relevant environment Agency to discharge to the watercourse.

Question A.11 The contaminated land regulations, enacted in 2000, give effect to relevant sections of the Environmental Protection Act (1990) in regards to contaminated land. There are three sets of regulations that relate to England, Scotland and Wales. They are Contaminated Land (England) Regulations 2000 (SSI227), Contaminated Land (Scotland) Regulations 2000 (SI 178), and Contaminated Land (Wales) Regulations 2001 (WSI 2197) respectively. There is also statutory guidance that complements the regulations. The regulations give power to define special sites, contaminated land and to remediate any land defined as contaminated as well as exclude and apportion liability for remediation.

Question B.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses or potential infilling of land which may have been carried out at a particular location.

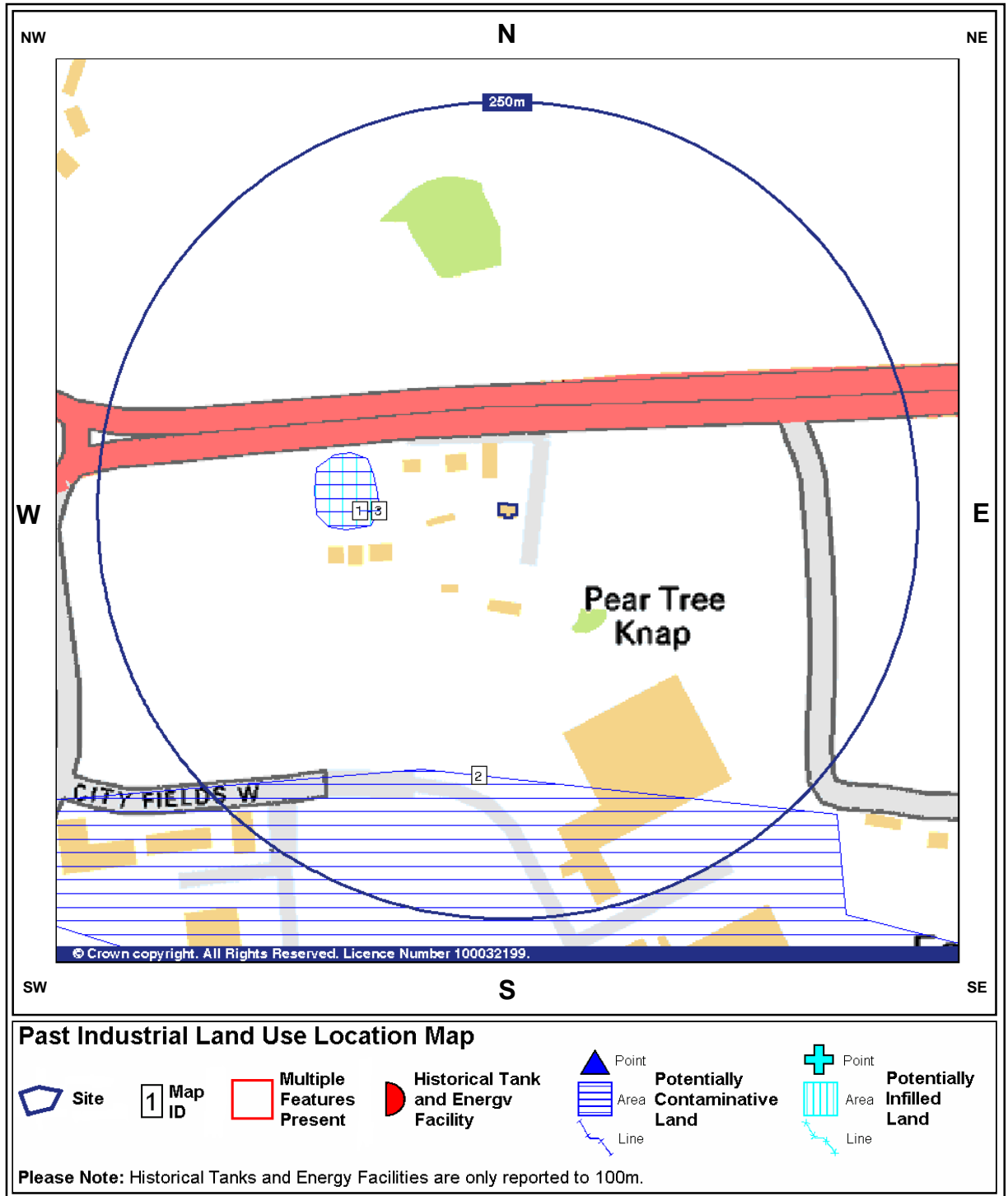
The Historical Industrial Land Use data used in this reply is the result of a systematic analysis of 1:10,560 scale Ordnance Survey maps dating from the 1880s, as well as selected 1:10,000 scale Ordnance Survey National Grid Series.

Evidence of past potential contamination and potentially infilled land is drawn from a series of up to six historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

In addition, evidence of Historical Tanks and Energy Facilities has been identified from the location of text on 1:2,500 and 1:1,250 historical Ordnance Survey maps covering a period from 1943-1996.

Question B.2 The reply to this question is based on contaminative industrial uses identified from current published trade directories.

B.1 - Past Industrial Land Use - Records within 0 - 250m



Potentially Contaminative Industrial Uses (Past Land Use)

Map ID	1
<i>Direction</i>	West
<i>Distance</i>	75m
<i>Use:</i>	Quarrying of sand & clay, operation of sand & gravel pits
<i>Date of Mapping:</i>	1951



Map ID 2
Direction South
Distance 162m
Use: Military Land
Date of Mapping: 1961

Potentially Infilled Land (Non-Water)

Map ID 3
Direction West
Distance 75m
Use: Unknown Filled Ground (Pit, quarry etc)



Chichester District Council - Environmental Health Department

East Pallant House
1 East Pallant
Chichester
West Sussex
PO19 1TY

Telephone 01243 785166 Fax 01243 776766

Website www.chichester.gov.uk

West Sussex County Council - Environment & Development

County Hall
Tower Hall
Chichester
West Sussex
PO19 1RH

Telephone 01243 777100

Website www.westsussex.gov.uk

Sitescope Limited - Homecheck Professional Environmental Helpline

Legal And Financial
The Smith Centre
Fairmile
Henley-On-Thames
Oxon
RG9 6AB

Telephone 0844 844 9966 Fax 0844 844 9980

Email helpdesk@homecheck.co.uk



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Landmark Information Group has registered with the Property Codes Compliance Board and undertakes to comply with all the requirements and obligations contained within the Search Code of Practice.

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

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

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

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

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

IPCAS Contact Details

Telephone: 020 7520 3800

Email: info@idrs.ltd.uk

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

Please contact our Customer Service Team on 0844 844 9966 if you would like a copy of the full search code.

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- h. All liability for any insurance products purchased by You rests solely with the insurer. Sitescope does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Sitescope will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Sitescope does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Sitescope accepts no liability in this regard. The provision of a Report does not constitute any indication by Sitescope that insurance will be available on the property.
- i. Professional opinions contained in Reports are provided to Sitescope by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Sitescope products include RPS Plc & Willbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
If Sitescope provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6. below, Sitescope will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Sitescope will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
- j. In any event no person may rely on a Service more than 12 months after its original date.
- k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Sitescope shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
- l. Time shall not be of the essence with respect to the provision of the Services.
- m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below Sitescope and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
- n. Where Sitescope provides its own risk assessment in connection with any Report, Sitescope shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Sitescope conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Sitescope, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
- o. Sitescope obtains much of the information contained in its Report from third parties. Sitescope will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Sitescope, but Sitescope's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Sitescope.

7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to those Homecheck Professional Environmental Reports where RPS certify that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990 and where RPS should have identified such risk. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Sitescope are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part II(A) of the Environmental Protection Act 1990 ("the Notice") Sitescope will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
 - i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - ii. The Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - iii. The Contribution is strictly limited to the cost of works at the Property Site and at no other site.
 - iv. The Contribution will not be paid in respect of any of the following:
Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required

removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.

- Intentional non-compliance arising from the intentional disregard of or knowing, wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.
Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
Any condition which is caused by acts of War or an Act of Terrorism
Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.
Any fines liquidated damages punitive or exemplary damages.
Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.
Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.
Any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. The maximum sum that shall be contributed by Sitescope in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them
 - e. Sitescope shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
 - f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Sitescope will not make any Contribution after the date of completion of such sale.
 - g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Sitescope in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Sitescope with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Sitescope's prior written consent to any estimates for such works or complying with any other reasonable request by Sitescope, Sitescope shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Sitescope the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
 - h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Sitescope within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Sitescope will not operate as notice under clause 7e.
 - i. Sitescope reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7g above, to withdraw the offer of payment of Contributions without further notice.

8. Events Beyond Our Control

- a. You acknowledge that Sitescope shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.

9. Severability

- a. If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

10. Governing Law

- a. These Terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts. If any dispute arises out of or in connection with this agreement ("Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

11. General; Complaints

- a. Sitescope may assign its rights and obligations under these Terms without prior notice or any limitation.
- b. Sitescope may authorise or allow our contractors and other third parties to provide to Sitescope and/or to You services necessary or related to the Services and to perform Sitescope's obligations and exercise Sitescope's rights under these Terms, which may include collecting payment on Sitescope's behalf.
- c. No waiver on Sitescope's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d. Unless otherwise stated in these Terms, all notices from You to Sitescope must be in writing and sent to the Sitescope registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Sitescope to You will be displayed on our Websites from time to time.
- e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Sitescope registered office. Sitescope or its agents will respond to any such complaints in writing as soon as practicably possible.
- f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Sitescope shall not be liable to any such third party in respect of any Services supplied.
- g. Sitescope's Privacy Policy as displayed on the Website governs the use made of any information You supply to Sitescope.