



A Landmark service

## Ground Stability Report

### Residential Property at

Sample House  
1, The High Street  
Newtown  
AXX 1XX

**Grid Reference:** 491043E 106946N

**Order Reference:** 20127954\_4

**Your Reference:** HIPS\_Sample\_HCS

Monday, 16 March 2009

### Requested by

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

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British  
Geological Survey  
NATURAL ENVIRONMENT RESEARCH COUNCIL



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### Guidance

Based solely on the data contained within this report, features have been identified which could cause Ground Stability issues for the property.

You should review any survey or valuation report already prepared on the property for any comment on history of settlement or subsidence in the vicinity. If a survey has not yet been commissioned it is recommended that an appropriately qualified and insured surveyor or structural engineer is consulted.

### Introduction

The Homecheck Professional Ground Stability Report assesses whether the property is in a mining area (including past, present or proposed underground or surface mining) or an area of natural ground stability hazard.

Ground Stability is one of the major causes of insurance claims - potential causes are proximity to mining, mineral extraction and natural ground subsidence. The importance of this report is to advise the user that risks are not limited to obvious coal-mining areas but also to other types of potential subsidence hazard.

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.

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 Mining

This section concerns coal mining and mineral extraction. It is designed to highlight land instability issues which may affect the value or enjoyment of the property.

### SECTION B Brine and Salt Extraction

This section concerns Brine and Salt Extraction. It is designed to highlight areas that may be liable to subside as a result of activities of the salt industry.

### SECTION C Man Made Stability Hazards

This section of the report seeks to identify the existence of landfill and waste management sites together with past industrial land use. Its purpose is to highlight stability issues relating to these activities.

### SECTION D Natural Ground Stability Hazards

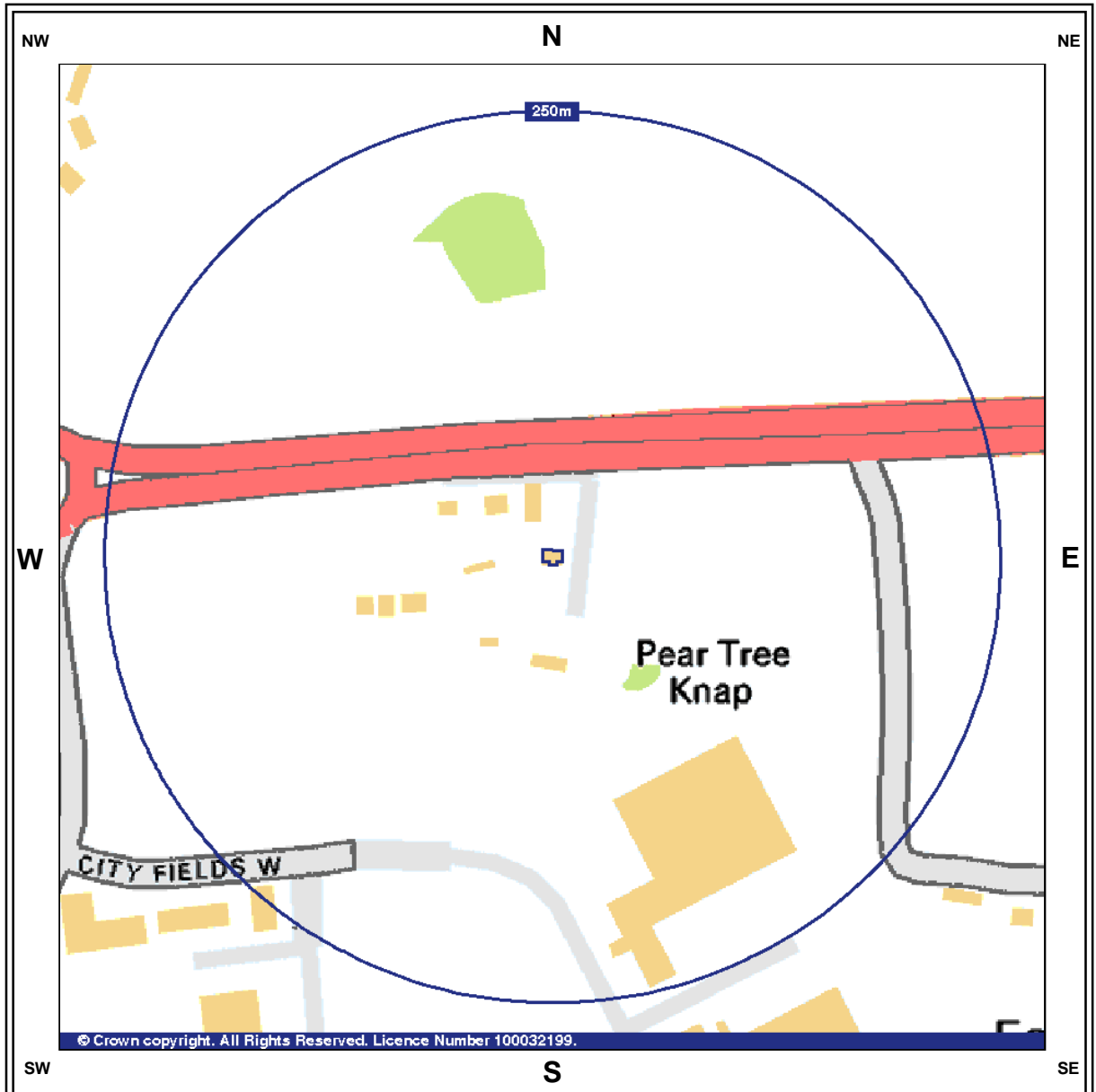
This section concerns Natural Ground Stability hazards and is designed to highlight land stability issues relating to natural subsidence.

### Other Reports

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

### Footnotes

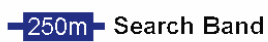
- (1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are 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.
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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 Mining

### Mining Areas

- A.1** Is the property within an area where there has been recorded mining activity? **within 0 - 250 metres?** **No**

### Coal Mining Areas

- A.2** Is the property within an area where a full coal mining report should be obtained? **within 0 - 25 metres?** **No**

### Shallow Mining

- A.3** What is the potential for ground instability relating to shallow mining in the search area? **within 0 - 250 metres?** **Low**

The British Geological Survey has assessed the area of search as having a low likelihood of property damage from subsidence relating to shallow mining. Further action is unlikely to be required. Nevertheless, surveyors should remain aware that locally uncharted mine workings may be present.

### Natural and Mining Cavities

- A.4** Are there any Natural / Mining Cavities identified within the search area? **within 0 - 250 metres?** **No**

### Mineral Extraction and Quarrying

- A.5** Are there any Mineral extraction sites as recorded by the British Geological Survey? **within 0 - 250 metres?** **No**

### Mining and Quarrying Activities

- A.6** Are there any features identified from Landmark's Potentially Contaminative Industrial Uses (Past land Use) data relating to Mining / Quarrying activities? **within 0 - 250 metres?** **Yes**  
see additional information

## SECTION B Brine and Salt Extraction

- B.1** Is the property within an area defined as being affected by Brine and Salt Extraction? **within 0 - 250 metres?** **No**

## SECTION C Man Made Stability Hazards

### Ground Stability

- C.1** Are there any features identified from Ordnance Survey Historical mapping which may affect Ground Stability? **within 0 - 250 metres?** **Yes**  
see additional information

### Landfill Sites

- C.2** Are there any Landfill Sites? **within 0 - 250 metres?** **No**

**C.2.1** The following list shows if local authorities covering the area of search have made landfill data available.

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.

#### Licensed Waste Management Facilities

**C.3** Are there any currently Licensed Waste Management Facilities?

within 0 - 250 metres?

No

#### Boreholes

**C.4** Are there any BGS Boreholes identified?

within 0 - 50 metres?

No

### SECTION D Natural Ground Stability Hazards

#### Natural Ground Stability Hazards

**D.1** What is the potential for natural ground instability in the search area?

High

The BGS indicate that there is a high potential for natural ground instability in the search area. This does not necessarily mean there is cause for concern in terms of property stability, however we recommend that specific advice be commissioned from a qualified member of the RICS. Please refer to the Additional Information section for details of records found and details of how natural ground instability is broken down into its components.

#### Footnotes:

Question A.2 The reply to this question indicates whether it is advisable to obtain a coal mining search from the Coal Authority.

Question A.3 This assessment is based on information supplied by the BGS and takes into account many types of mining in addition to coal, such as ironstone or limestone extraction. Shallow mine workings less than 40 metres below the ground surface are considered to cause a particular ground stability hazard as they can sometimes produce potentially damaging surface collapses. This shallow mining search does not take into account deeper mining, which can be assessed through a Coal Authority mining search described at A.2.

Question A.5 The reply to this question is based upon the BGS compendium of mines, quarries and mineral sites operating commercially in England and Wales since 1993. The original data was compiled by BGS in 1993-94 primarily from BGS records and from information supplied by local authorities, industrial sources and the Valuation Office Agency.

Question A.6 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses relating to Mining / Quarrying which may have been carried out at a particular location.

Question C.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential infilling of land which may have been carried out at a particular location that may affect Ground Stability.

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.

Question C.2 The Landfill Sites 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 D. 1 The search band for this question is 0 - 50 metres from the specified property.

If there is a positive answer to questions A5, C2, C3 or C4 the feature will be displayed on mapping in the Additional Information section.



## A.6 - Mining and Quarrying Activities - Records within 0 - 250m

### Potentially Contaminative Industrial Uses (Past Land Use)

<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



**C.1 - Ground Stability - Records within 0 - 250m**

**Potentially Infilled Land (Non-Water)**

<i>Direction</i>	West
<i>Distance</i>	75m
<i>Use:</i>	Unknown Filled Ground (Pit, quarry etc)

## D.1 - Natural Ground Stability Hazards - Records within 0 - 250m

### Potential for Collapsible Ground Stability Hazards

*Description* No Hazard

### Potential for Compressible Ground Stability Hazards

**Contact Number** 1  
*Direction* -  
*Buffer:* On Site  
*Hazard Potential:* No Hazard  
*Source:* British Geological Survey, National Geoscience Information Service

### Potential for Ground Dissolution Stability Hazards

**Contact Number** 1  
*Direction* -  
*Buffer:* On Site  
*Hazard Potential:* High  
*Source:* British Geological Survey, National Geoscience Information Service

### Potential for Landslide Ground Stability Hazards

**Contact Number** 1  
*Direction* -  
*Buffer:* On Site  
*Hazard Potential:* Very Low  
*Source:* British Geological Survey, National Geoscience Information Service

### Potential for Running Sand Ground Stability Hazards

**Contact Number** 1  
*Direction* -  
*Buffer:* On Site  
*Hazard Potential:* No Hazard  
*Source:* British Geological Survey, National Geoscience Information Service

### Potential for Shrinking or Swelling Clay Ground Stability Hazards

**Contact Number** 1  
*Direction* -  
*Buffer:* On Site  
*Hazard Potential:* No Hazard  
*Source:* British Geological Survey, National Geoscience Information Service

The search results for natural subsidence above indicate the likelihood of each hazard occurring within the buffer zone. An indication of a hazard does not necessarily mean that a particular property will be affected by subsidence problems, as this also depends on factors such as property type or proximity to trees. How a particular property may be affected can only be determined by a more detailed search and/or further investigation of the site and property.

#### Shrink-Swell Clay Hazard

Swelling Clays can change volume due to variation in ground moisture. This can cause ground movement, particularly in the upper 2 metres of the ground that may affect foundations. Ground moisture variations can be related to a number of factors, including weather variations (annual or longer term), vegetation effects (particularly growth or removal of trees) and man-made activity.

#### Collapsible Ground Hazard

Certain kinds of rock have an open porous structure, which means they can collapse suddenly when a load is placed on them (such as a building) or when they become saturated, causing potential damage to overlying property.

#### Compressible Ground Hazard

Certain types of ground, such as that developed beneath river plains, can contain very soft layers or pockets. These can compress under the weight of overlying structures, such as buildings, resulting in progressive depression of the ground and disturbance of foundations.



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**Ground Dissolution Hazard**

Ground dissolution occurs when certain types of bedrock contain layers of material that can dissolve within the ground water. This can cause underground cavities to develop that, with time, can reach the surface and cause significant ground movement, such as development of collapse hollows that can directly impinge on buildings.

**Landslide Hazard**

Landslide hazard occurs due to particular types of slopes becoming unstable under certain circumstances, causing down-slope movement of the ground and disruption to buildings. A combination of factors, including, amongst others, the rock type, the presence of excess water (natural or relating to man-made activity), the angle of the slope, and construction work, for example, cuttings or embankments, can all contribute.

**Running Sand Hazard**

Some rocks can contain loosely packed sandy layers that can become fluidised by water flowing through them. This may happen, for example, around natural springs, or where excavations in sand go below the water table, or around leaking drains and mains water supply pipes. Such sands can 'run', removing support from overlying buildings and causing potential damage.



**1 British Geological Survey - Enquiry Service**

British Geological Survey  
Kingsley Dunham Centre  
Keyworth  
Nottingham  
Nottinghamshire  
NG12 5GG

Telephone 0115 936 3143 Fax 0115 936 3276

Email [enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)

Website [www.bgs.ac.uk](http://www.bgs.ac.uk)

The BGS can provide a detailed geological report on the area in which the property is located.

**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](http://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](http://www.westsussex.gov.uk)

**Peter Brett Associates**

Caversham Bridge House  
Waterman Place  
Reading  
Berkshire  
RG1 8DN

Telephone 0118 950 0761 Fax 0118 959 7498

Email [reading@pba.co.uk](mailto:reading@pba.co.uk)

Website [www.pba.co.uk](http://www.pba.co.uk)

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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](mailto:helpdesk@homecheck.co.uk)



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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](mailto: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](http://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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- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Sitescope by others, Sitescope cannot control its accuracy or completeness, nor is it within the scope of Sitescope's Services to check the information on the ground. Accordingly, Sitescope will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.0 below neither Sitescope nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Sitescope have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Sitescope shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Sitescope.
- e. In any event, and notwithstanding anything contained in these Terms, Sitescope's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Sitescope.
- f. Sitescope will not be liable for any defect, failure or omission relating to Services that is not notified to Sitescope within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
  - i. Subject to clause 6.0 below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Sitescope is not a Third Party Content supplier). Sitescope does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Sitescope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - ii. Sitescope's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
  - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Sitescope and Sitescope do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Sitescope recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.

- iv. Subject to clause 6.o below, Sitescope shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
- v. Sitescope will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
- vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
- vii. Sitescope offer no warranty for the performance of any linked internet service not operated by Sitescope;
- viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
- ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
- 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.