



Conveyancing Department

GroundSure Reference:	Flood
Your Reference:	Flood
Report Date	October 2010
Report Delivery Method:	

## GroundSure Flood

**Address: Courtlands, Arundel Road, Tangmere, Chichester PO18 0JZ**

Dear Sir/Madam,

Thank you for placing your order with GroundSure.

Please find enclosed the GroundSure Flood as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

A handwritten signature in black ink, appearing to be "D. P. O.", followed by a small horizontal line.

Managing Director  
Groundsure Limited

Enc.  
GroundSure Flood

# GroundSure Flood

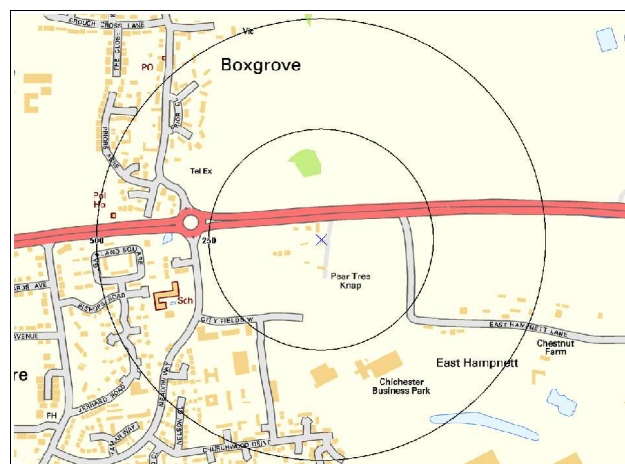
**Address:** Courtlands, Arundel Road, Tangmere, Chichester PO18 0JZ

**Date:** October 2010

**Report Reference:** Flood

**Your Reference:** Flood

**Grid Reference:** 491040,106950



**Brought to you by GroundSure**



# Overview of Findings

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

<b>Factor</b>	<b>Assessment</b>	<b>Section</b>
<b>Environment Agency Flood Data</b>		
Flood Risk from rivers and/or tidal sources	<b>Negligible</b>	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?	None within 25m	1.2
Areas benefiting from Flood Defences	None within 25m	1.3
Areas used for Flood Storage	None within 25m	1.5
<b>British Geological Survey Groundwater Flooding</b>		
Groundwater Flooding Susceptibility Areas	<b>Negligible</b>	2.1
<b>JBA Consultants Surface Water (Pluvial) Flood Risk Rating</b>		
JBA Consultants assessment of surface water (pluvial) flood risk	<b>Negligible</b>	3.1

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# 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 Negligible 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 less than 0.1% 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 have been assessed to lie within Flood Zone 1. This denotes that information used to compile this database indicates the property has a less than 0.1% chance of flooding in any given year from rivers or the sea and as such is not considered to be at risk of flooding as defined by this database. 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 Negligible susceptibility to groundwater flooding.

#### JBA Surface water (pluvial) flood risk

The site is classified as being at Negligible risk of surface water (pluvial) flooding.

## 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

No guidance required

#### Flood Zone

No guidance required.

#### Groundwater flooding

No guidance required.

#### JBA Surface water (pluvial) flooding

No guidance required.

[Report Reference: Flood](#)

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

# Aerial Photograph of Property

NW

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N

NE



SW

▼  
S

SE

Aerial photography supplied by Getmapping PLC.  
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**Site Name:** Courtlands, Arundel Road, Tangmere, Chichester P018 0JZ

**Grid Reference:** 491040,106950

[Report Reference: Flood](#)

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If you would like any further assistance regarding this report then please contact GroundSure on (T) 08444 159 000, (F) 01273 763569, email: [info@groundsure.com](mailto:info@groundsure.com)

## 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



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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?

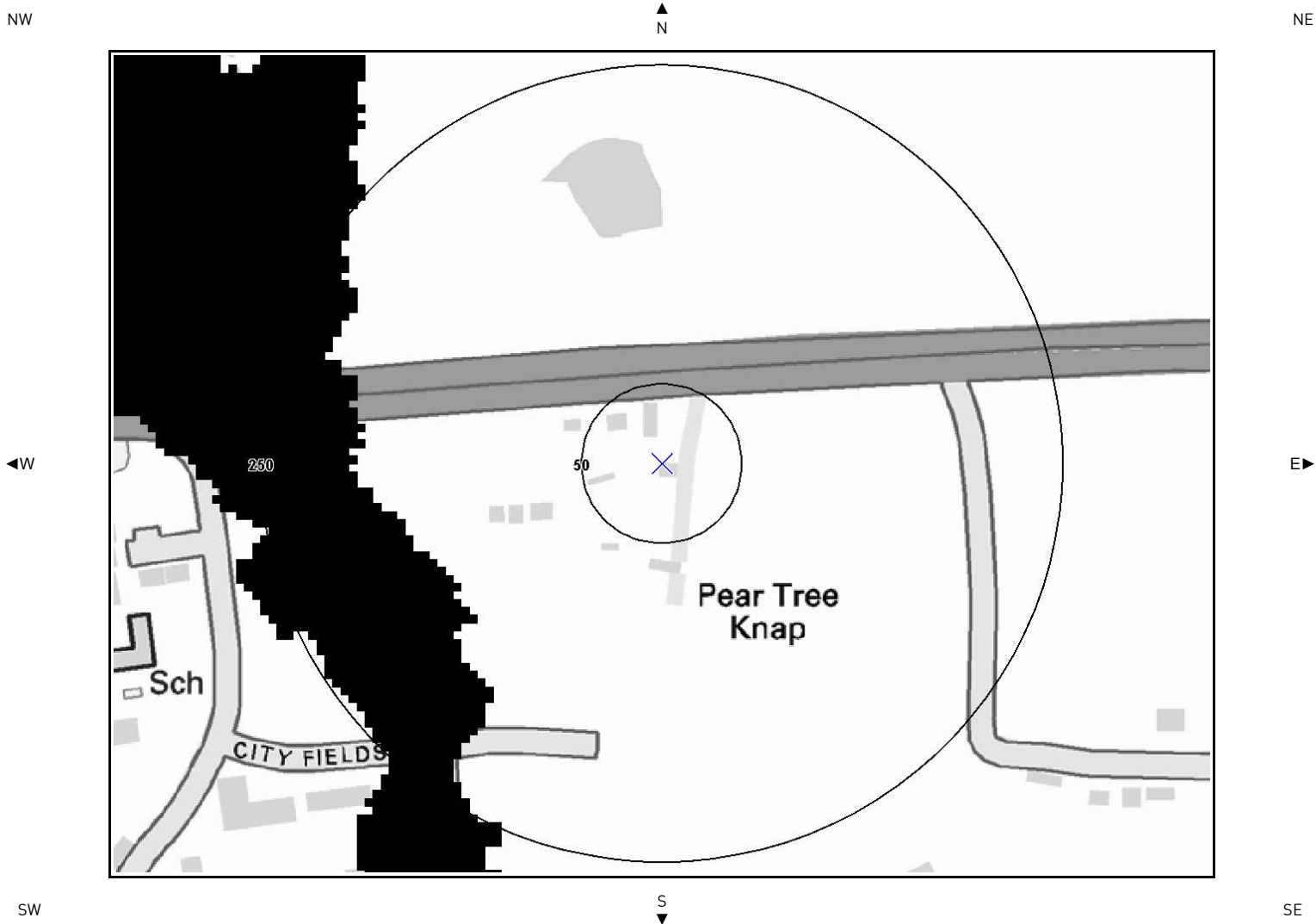
JBA Consulting surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating the 1 in 200 year flood event for a 6.5 hour duration rainfall event. Modern urban 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 4 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:-

- Less than 0.1m
- 0.1 to 0.3m (less likely to flood)
- 0.3m to 1.0m
- 1m or greater (more likely to flood)









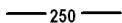
# 1a. Environment Agency NaFRA Map



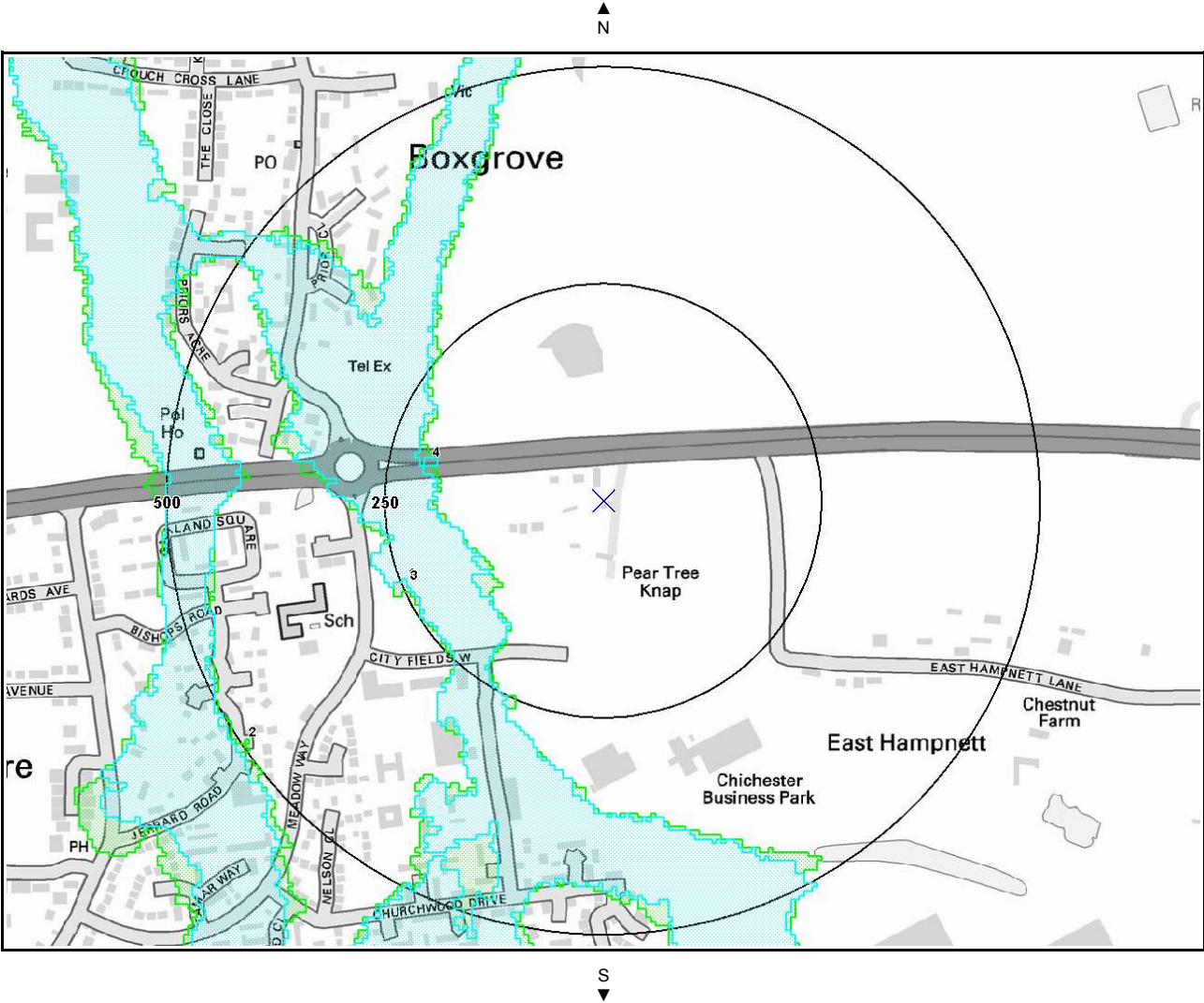
NaFRA 2008 Flood Legend



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-  Site Outline
-  No Result
-  Moderate
-  125 Search Buffers (m)
-  Low
-  Significant
-  250 Search Buffers (m)








# 1b. Environment Agency Flood Zone and Flood Defences Map



**River and Coastal Flood Risk Legend**

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

# 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?** **Negligible**

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 negligible (less than 1 in 1000) chance of flooding in any given year.

## 1.2 Flood Zone Risk Assessment

**What is the highest Flood Zone risk at the centre of the study site?** **Little or None**

**What is the highest Flood Zone risk within 25m of the centre of the study site?** **Little or None**

### 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
1	146.0	SW	12-Aug-2010

### 1.2.2 Zone 3 Flooding

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

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.

The following floodplain records are represented as blue shading on the Environment Agency Flood Zone and Flood Defences Map (1b):

ID	Distance	Direction	Update
3	152.0	SW	12-Aug-2010
4	194.0	W	12-Aug-2010

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### 1.3 Areas benefiting from Flood Defences

**Are there any areas benefiting from Flood Defences within 25m of the study site?** **No**

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.

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### 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.

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### 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. Planning Policy Statement (PPS) 25: Development and Flood Risk 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.

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## 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?** **Negligible**

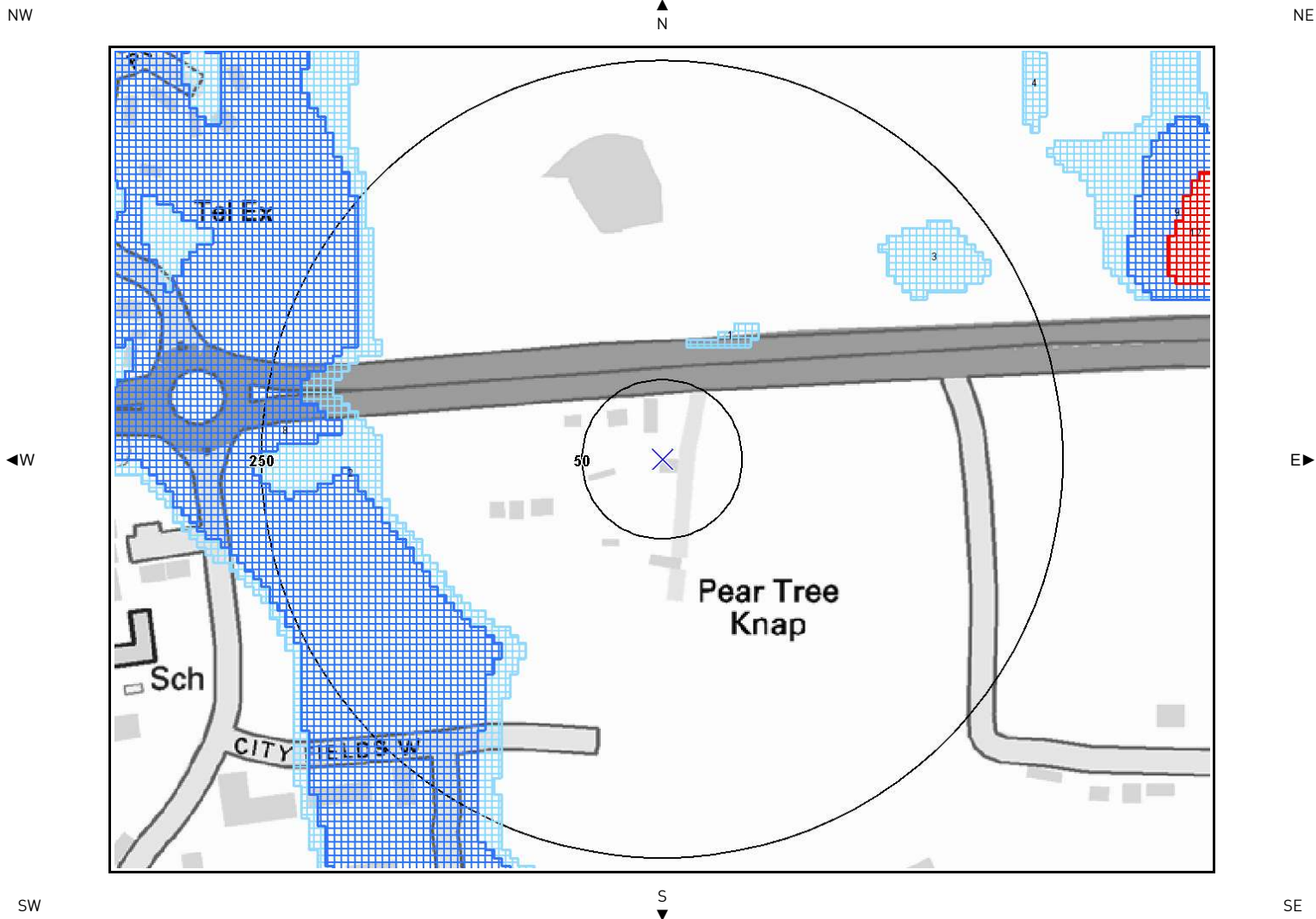
Guidance:  
No guidance required.

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#### 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 (Pluvial) Flood Map


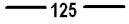
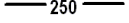





**JBA Surface Water Flood Legend**



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-  Site Outline
-  125 Search Buffers (m)
-  250 Search Buffers (m)
-  Flood depth greater than 1m
-  Flood depth between 0.3 and 1m
-  Flood depth between 0.1 and 0.3m

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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. The data within this report is based upon a modelled 1 in 200 year rainfall event, and indicates the depths to which an area may expect to be flooded in such an event.

What is the risk of pluvial flooding at the study site?

**Negligible**

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# Contact Details

## GroundSure Helpline

Telephone: 08444 159 000  
info@groundsure.com



## Environment Agency

Tel: 08708 506 506



Floodline: 0845 988 1188  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

## British Geological Survey Enquiries

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



## JBA Consulting

South Barn,  
Broughton Hall,  
Skipton  
BD23 3AE  
01756 799919



## Ordnance Survey

Romsey Road, Southampton SO16 4GU  
Tel: 08456 050505



## Getmapping PLC

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



## CoPSO

29 Harley Street, London W1G 9QR  
Tel: 020 7927 6836  
[www.copso.org.uk](http://www.copso.org.uk)



This report is produced by GroundSure Ltd, whose correspondence address is Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: [info@groundsure.com](mailto:info@groundsure.com)). GroundSure's registered address is Greater London House, Hampstead Road, London NW1 7EJ. Registration Number: 3421028. VAT Number 486 4004 42.

## Acknowledgements

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



## Search Code

### Important Consumer Protection Information

This report is produced by GroundSure Ltd, of Level 7 New England House, New England Street, Brighton, BN1 4GH (Tel: 01273 819500, Fax: 01273 819550, Email: [info@groundsure.com](mailto:info@groundsure.com)). GroundSure are committed to providing market leading environmental reports. GroundSure is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

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 firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

### The Code's core principles

Search providers which subscribe to the Code will:

- Display the 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 all search services comply with the law, registration rules and standards.
- 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  
Beckett House  
4 Bridge Street  
Salisbury  
Wiltshire SP1 2LX  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://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 conditions unless the context otherwise requires:

"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.

"Commercial" means any building which is not Residential.

"Commission" means an order for Consultancy Services submitted by a Client.

"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

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

"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11.

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

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

"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

"Home Information Pack" means a combination of reports required when selling a residential property.

"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.

"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.

"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

"Order Website" means online platform via which Orders may be placed.

"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.

"Residential" means any building used as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.

"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.

"Site" means the landsite in respect of which GroundSure provides the Services.

"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

**2 Scope of Services**

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.

2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.

2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

**3 The Client's obligations**

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party who is considering acquiring the whole or part of the site, or providing funding in relation to the site, but such third party cannot rely on the same unless expressly permitted under condition 4.

3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

**4 Reliance**

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in conditions 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.

4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.

4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.

4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.

4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

**5 Fees and Disbursements**

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.

5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.

5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

**6 Intellectual Property**

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.

6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

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

6.5 The Client and each of the parties set out in condition 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.

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

(i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

- (iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service; and
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this condition 6.6(v) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
- 6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.
7. Liability
- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 and irrespective of whether multiple parties make use of the same Services the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims, save that such limitation of liability shall not apply to any liability in respect of which insurance has been obtained in accordance with clause 7.14 (the "Insured Liabilities"). The liability of GroundSure in respect of the Insured Liabilities shall be limited by the amounts set out in and in accordance with clause 7.14 as applicable.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:
- (i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
- (ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part II(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of:
- (i) Consultancy Services, for the amount specified in the Contract and/or on a project of project basis;
- (ii) each Commercial Risk Screening Report for £10 million;
- (iii) each Residential Risk Screening Report, for £5 million; and
- (iv) each Mapping or Data Report, for £5 million,
- in each case, in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.
8. GroundSure right to suspend or terminate
- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; 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 breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.
9. Client's Right to Terminate and Suspend
- 9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.
10. Consequences of Withdrawal, Termination or Suspension
- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.
11. General
- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Data Providers; or
- (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.
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