STUART GUY CONSULTING



Stage One Environmental Desk Study of

Welch RHD&A Ltd, Stockwell Gate

Whaplode, Spalding, PE12 6UE

8th June 2022

REPORT NUMBER 22-05-02

Stuart Guy Consulting
5 Willow Heights
Cradley Heath
West Midlands
B64 7PL

tel 0121 602 3515
mobile 07785 117172
e-mail sg@sgconsult.co.uk

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Report number 22-05-02 **Date 8th June 2022**

Environmental Risk Assessment of RHD&A

Stockwell Gate, Whaplode, Spalding, PE12 6UE

Non - technical Summary

The site (~1.9 ha) is located in a rural environment that has mainly fields around it. There are no industrial or commercial activities near to the site and only one source of potential contamination was identified. The site has largely impermeable soils and bedrock.

The site and surrounding area is flat and level. The Sitecheck data report identified no sources of potential contamination that could impact on the site and a walk around it and the surround fields and buildings did not find any. However, some of the roof sheeting on the farm buildings appeared to contain asbestos fibres and this is the only source of potential contamination found on or around the site.

A competent firm should be engaged to sample any sheeting for the presence of asbestos fibres and, if found, the asbestos contamination should be removed by that same competent firm.

The only further site investigation will be testing of sheets for asbestos.

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Report number 22-05-02 **Date 8th June 2022**

Stage One Environmental Desk Study of RHD&A

Stockwell Gate, Whaplode, Spalding, PE12 6UE

Planning Application No. not known

1. Scope of the Risk Assessment

1.1 Under instructions from Andrew Wright of Andrew Wright Ltd, 26 Joy's Bank, Holbeach St Johns, Spalding, PE12 8SD, I have prepared this risk assessment based on the following:

A Sitecheck Data Report dated 18th May 2022, reference SCD_295655175_1_1.
BGS map of the site for bedrock and superficial deposits identification
Google aerial and street level photos
Visit to the site on 3rd June 2022
Information about the site from the owner's son, Keith Welch

1.2 The purpose of this report is to assess whether this site, or potential contaminants from adjacent sites, could present a significant risk of harm to the occupiers of the site or to the environment.

2 Sitecheck Data Report + Google aerial and street level photographs + BGS data

2.1 The Sitecheck Data report (SCD) searches features that are recorded on maps or in trade directories of the surrounding area and points to features that may be of concern. As with all automated systems, this tends to identify many features that are not relevant and therefore interpretation of the results is required.

2.2 The Google aerial photograph (figure 1) shows the site to be in mainly rural area with houses on Stockwell Gate to the west, fields across the Whaplode river boundary to the east, outbuildings in a small field to the north and a few houses to the south on High Road. The aerial photo in the Sitecheck Data report indicated that buildings were present in the plot of land near the north western corner of the site across Stockwell Gate, but were not present on the Google street level photos.

2.3 Under current land use for the site, nothing is noted

2.4 Under current land use for the surrounding area, two discharge consents are marked at about 70 m to the south and at about 100 m to the northwest, a fuel filling station is noted at about 50 m to the southeast, an inactive car dealers is marked at about 100 m to the south, a car breakdown and recovery services is marked at about 150 m to the southwest and inactive electrical engineers is noted at about 230 m to the east (on a farm). However, it should be noted that the filling station is not on Google street level photos and the breakdown and recovery services are also not visible.

2.5 Under historical land use for the site, nothing is noted.

2.6 Under historical land use for the surrounding area, a cemetery is marked at about 220 m to the west and potentially infilled land, water, is marked at about 190 m to the east.

2.7 The BGS geology map shows that the bedrock and superficial despots are mudstone and siltstone which are largely impermeable. The nearest surface water feature is the river Whaplode that flows along the eastern boundary.

2.8 Radon is in a lower probability area where less than 1 % of homes may be above the action level and no radon protection measures are recommended.

2.9 In summary, the site is in a rural environment with fields to the north and east with only a few houses to the west and south. The Sitecheck Data report listed no sources of potential contamination that could significantly impact on this site. The bedrock and superficial deposits are largely impermeable. The nearest surface water feature is a river flowing along the eastern boundary and no radon protections measures are recommended.

3 Site Visit on 3rd June 2022

3.1 The site was visited when it was overcast, but bright. The southern end of the site comprises various buildings, two greenhouses and a large open sided covered area. The greenhouses are no longer in use and house an eclectic mix of items (photos 1 and 2). The buildings to the south of the greenhouses had an assortment of items in them, but none were sources of potential contamination (photos 3, 4, 5 and 6). All the floors were very clean and did not have any signs of oily contamination or any other substances of concern. Some of the buildings appear to have cement stabilized asbestos corrugated sheeting on the roofs, but from an initial inspection, all were intact with no traces of broken pieces around the buildings.

3.2 The inactive car dealers at the junction of Stockwell Gate and High Road is now active and selling used cars (photo 7), but all areas of gravel and tarmac are extremely clean with no traces of oily deposits. The ditch near to the entrance to the farm only had a very small amount of water in it, but it appeared to be very clean (photo 8). The field appeared to have been cleared of all vegetation very recently (photo 9) but growth along the river whaplode was very extensive (photo 10). Across Stockwell Gate in the northeast corner of the site, residential accommodation is being developed (photo 11). More photographs are available.

3.3 The son of the site owner, Keith Welch, explained how the farm worked and how it evolved into its present set up. The field was used to grow bulbs (daffodils, tulips and pinks). The flowers were cut and placed into a large refrigerated unit prior to despatch for sale. The bulbs were then harvested, mechanically split and most packaged for sale, whilst retaining sufficient for the following year. The field has not been farmed by John Welch for about 10 years and was originally rented to a local farmer who also farmed the fields to the west of Stockwell Gate with access to the field via the site that is now being developed. When the access was sold, the farmer ceased to use the field on this site, that being about two years ago. Keith confirmed that there were no oil tanks on the farm (no supports or tanks were found),

except for the small heater in the greenhouse (photo 2) where kerosene was stored in a 10 litre drum beside it.

3.4 An old bungalow, which is not intended to be part of this planning application, is located between the farm site and John Welch's bungalow (photo 12). This, and a shed in the garden, was confirmed as where Keith's grandfather lived and who had built the bungalow. Keith confirmed that both buildings were constructed from cement stabilized asbestos sheets, which was rather obvious on inspection. If planning permission is requested for this plot separately in the next two years, then this desk study can be applied to it. The conclusion would be that the asbestos should be removed by a competent firm before any demolition was to take place.

3.5 The fuel filling station marked on the Sitecheck Data report was not located at about 50 m to the southeast, but Gulf and Texaco filling stations were located opposite each other on the A151 at about 450 m from the site to the west. Also, the car breakdown and recovery services were not apparent on the A151 either. The cemetery is still there and is looked after very well. Linden farm has both electrical engineers services and has infilled land, but is too remote to have any impact on this site.

3.6 In conclusion, the site visit discovered no sources of potential contamination either on or near to the site, except for roof sheeting having potential asbestos fibres. The processes used to produce flowers and bulbs do not involve any chemicals, other than fertilizer and the packaging equipment is a slight adaptation of standard ones. The used car lot is some distance from the site and is very clean with no evidence of any oil spills and the ditch next to the car lot is very clean. The fuel filling station is not only operational and very clean, but it is some 450 m in the opposite direction.

4. Conceptual Model

4.1 The site (~ 1.9 ha) is in a rural setting surrounded by the river Whaplode, fields and a few houses, including the new housing development.

4.2 The site and area are flat and level, the bedrock and superficial soils are largely impermeable and the nearest surface water feature is a river flowing along the eastern boundary. There are no plausible sources of potential contamination on or near to the site, except for roof sheeting

4.3 The suggested model of 'source, pathway, target' in which all three components have to be present will be considered for this site. In this context, the source will be a potential contaminant, the receptor will be human or environmental and the pathway will be some process whereby mass transfer from source to receptor occurs.

4.4 Possible pollutant linkages:

Contaminant	Pathway	Receptor
Asbestos fibres from sheeting on roofs	Fibres of a specific size range entering human lungs	Occupiers of the houses

5 Conclusions and Recommendations

5.1 The only source of potential contamination is the sheeting on the roofs of many of the farm buildings. Sampling of the sheets will determine if asbestos is present and if it is, then a competent firm should be engaged to remove the sheeting. This also goes for the old bungalow next to the site as it was confirmed by the site owner's son that it was constructed from cement stabilized asbestos and did not have any form of oil heating. The risk to the health of the occupiers of the new development from asbestos fibres in significant and the risk is unacceptable. A method working statement will be necessary to remediate the site and remove any asbestos present.

5.2 The only further site investigation will be testing of sheets for asbestos.

6 Summary

6.1 The site (~1.9 ha) is located in a rural environment that has mainly fields around it. There are no industrial or commercial activities near to the site and only one source of potential contamination was identified. The bedrock and superficial deposits are defined in the BGS database as being mudstone.

6.2 The site and surrounding area is flat and level. The Sitecheck data report identified no sources of potential contamination that could impact on the site and a walk around it and the surround fields and buildings did not find any. However, some of the roof sheeting on the farm buildings appeared to contain asbestos fibres and this is the only source of potential contamination found on or around the site. The risk of harm to the occupiers of the buildings from asbestos fibres is significant and the risk is unacceptable.

6.3 A competent firm should be engaged to sample any sheeting for the presence of asbestos fibres and, if found, the asbestos contamination should be removed by that same competent firm.

6.4 The only further site investigation will be testing of sheets for the presence of asbestos fibres.

6.5 Those workers whose main job it is to grade sites or excavate significant quantities of soil could be subject to cumulative exposure to various substances on many sites and they should wear overalls and gloves, even if the soils do not present a significant risk to the health of the workforce. For example, the presence of water contaminated with Weil's disease is a small probability but working on many sites increases the risk of infection to a worker. Localised contamination from small amounts of chemicals that could have been discarded is an unlikely event, but if heavily discoloured or highly odorous materials are encountered, then appropriate advice should be sought.

Stuart Guy, BSc, PhD, MRSC, C Eng, MIMMM

Figure 1 Google aerial photo showing farm buildings and field between road and river



Photo 1 Greenhouse with boat and plants to left middle



Photo 2 Abandoned Jeep and heating equipment



Photo 3 Wheelbarrows, lawnmower and miscellaneous items in shed



Photo 4 Motorbike and various miscellaneous items



Photo 5 Horticultural machinery, an Escort XR3i and various items



Photo 6 Quad bike, car doors and miscellaneous items



Photo 7 Car dealers now active



Photo 8 The ditch flowing along the western boundary near the entrance to the farm



Photo 9 Field in centre of site with all vegetation removed



Photo 10 River Whaplode overgrown with vegetation



Photo 11 Residential accommodation development to west of site



Photo 12 Old bungalow to left of John Welch's



Sitecheck Data

Welch RHD&A Ltd, Stockwell Gate, Whaplode, SPALDING, PE12 6UE

Prepared for:
DR S Guy
Stuart Guy Consulting
5 Willow Heights
Cradley Heath
West Midlands
B64 7PL

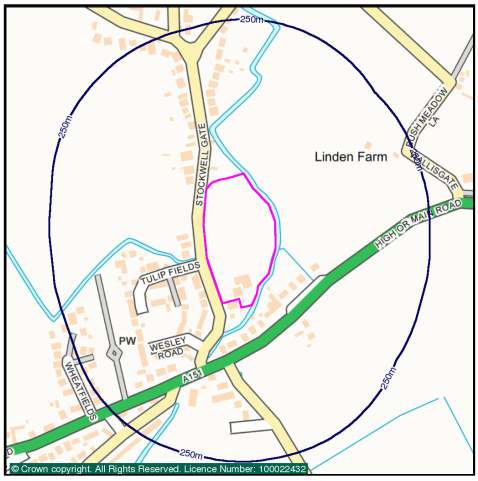
Report Reference: SCD_295655175_1_1

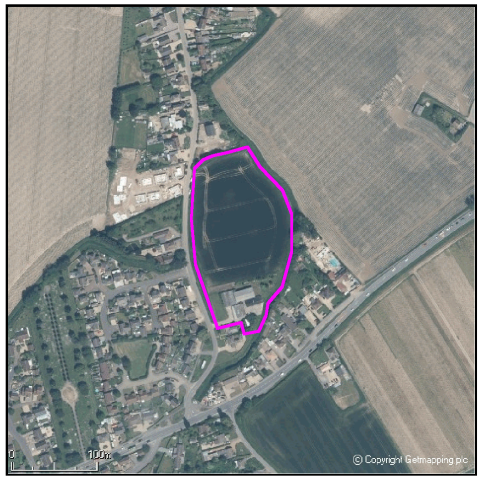
Report Date: 18-MAY-2022

Customer Reference: 22-05-02

National Grid Reference: 533250 324660

Site Area: 18875 m²





If you have any questions on the contents of this Report please contact Landmark Customer Helpdesk which is open from 9:00am - 5:30pm, Monday - Friday, via one of the following channels:

Telephone: 0844 844 9966
Fax: 0844 844 9980
Email: info@landmarkinfo.co.uk
Website: www.sitecheck.co.uk

Report Sections and Details	Page
Summary of Site	-
This section comprises contaminant, pathway and receptor information found on site. Other factors which may affect the site are also included.	
Aerial Photo	1
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	
Location Map	2
The large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m. The smaller aerial photo also includes the site boundary.	
Summary Table	3
This section comprises of a summary table of the information found on site and in its vicinity.	
Current Land Use	7
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.	
Historical Land Use	9
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	
Sensitivity	12
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	
Other Factors	15
This section contains information on other factors which may affect the site and its vicinity.	
Useful Information	17
This section contains information which may be of use when interpreting the report.	
Useful Contacts	18
All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	

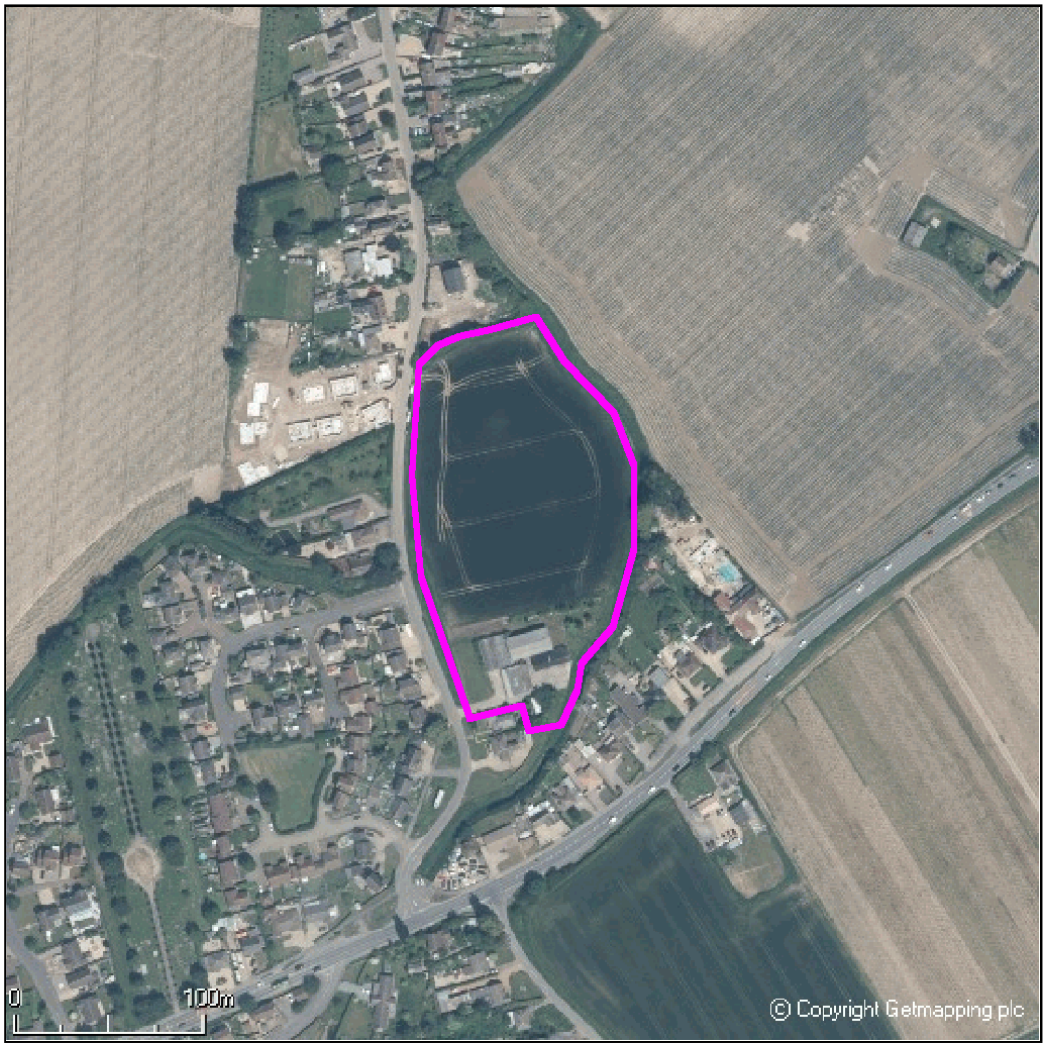
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Sensitivity Pathways	Page No.	Reference Number (Map ID)
Extreme Flooding from Rivers or Sea without Defences		
Type: Extent of Extreme Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial/Tidal Models, Contact Ref: 1	14	-
Flooding from Rivers or Sea without Defences		
Type: Extent of Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial/Tidal Models, Contact Ref: 1	14	-

Sensitivity Environmentally Sensitive Receptors	Page No.	Reference Number (Map ID)
Nearest Surface Water Feature		
Distance: 0m	14	-

Other Factors Geological	Page No.	Reference Number (Map ID)
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	15	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	15	-
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Contact Ref: 2	15	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	15	-
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Moderate, Contact Ref: 2	15	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Low, Contact Ref: 2	16	-

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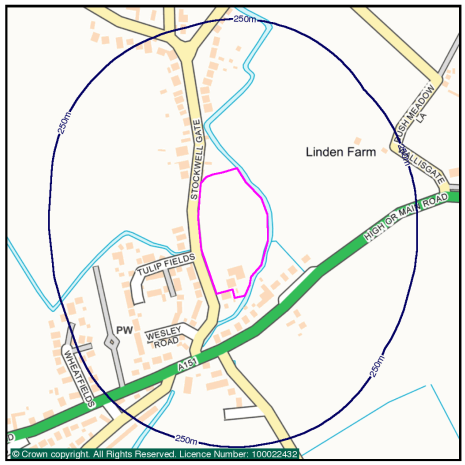
Site
Welch RHD&A Ltd, Stockwell Gate,Whaplode,SPALDING,PE12 6UE

Grid Reference
533250, 324660

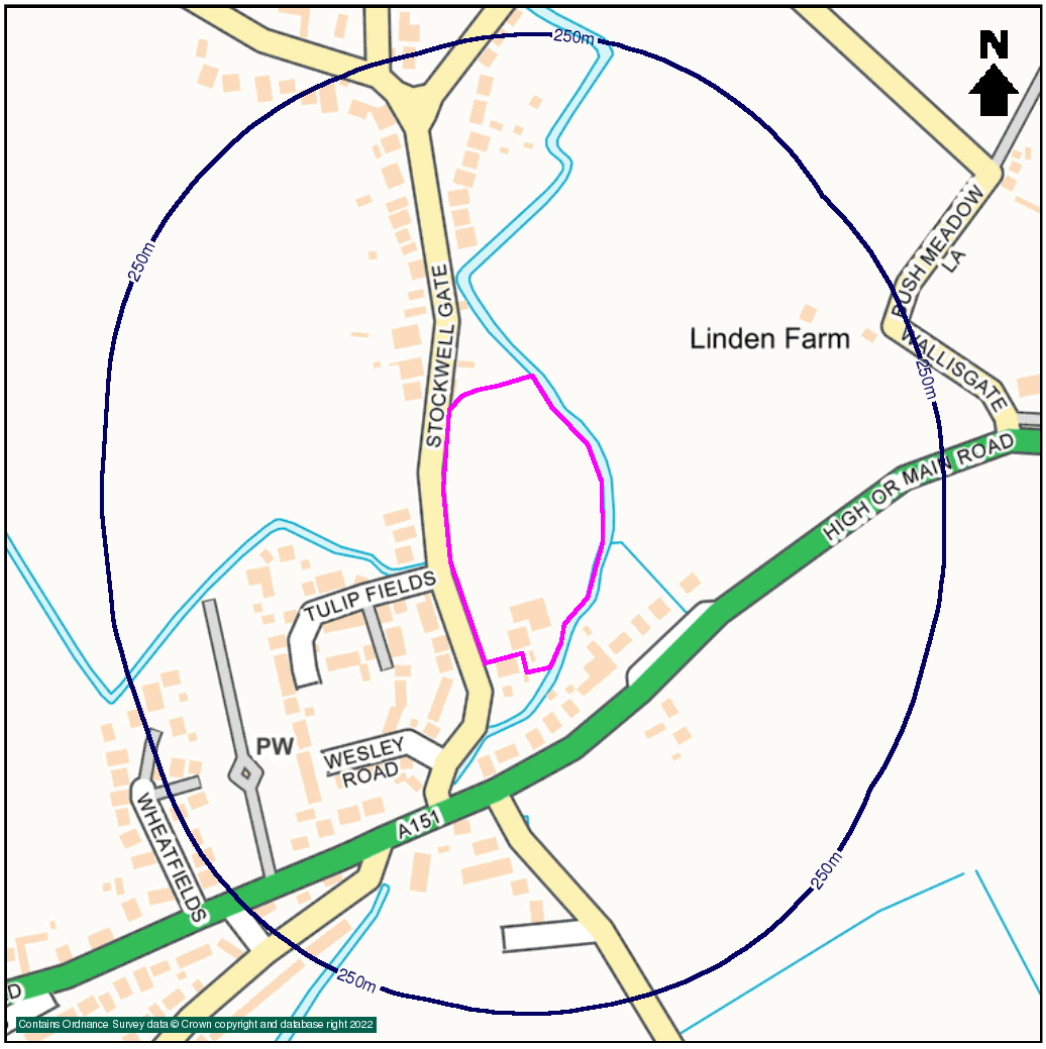
Report Reference
SCD_295655175_1_1

Customer Reference
22-05-02

Size of Site
18875 m²



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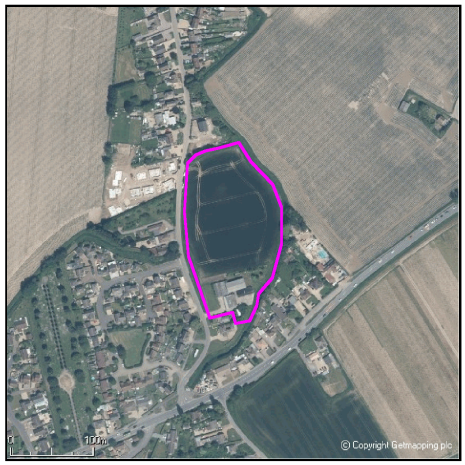
Site
Welch RHD&A Ltd, Stockwell Gate,Whaplode,SPALDING,PE12 6UE

Grid Reference
533250, 324660

Report Reference
SCD_295655175_1_1

Customer Reference
22-05-02

Size of Site
18875 m²



Current Land Use Contaminants	On Site 0	0-250m 6
Waste / Landfill Sites		
BGS Recorded Landfill Sites	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0
Licensed Waste Management Facilities (Locations)	0	0
Local Authority Recorded Landfill Sites	0	0
Registered Landfill Sites	0	0
Registered Waste Transfer Sites	0	0
Registered Waste Treatment or Disposal Sites	0	0
Statutory Authorisations		
Local Authority Pollution Prevention and Controls	0	0
Contaminated Land Register Entries and Notices	0	0
Registered Radioactive Substances	0	0
Discharge Consents		
Discharge Consents	0	2
Water Industry Act Referrals	0	0
Industrial Processes		
Integrated Pollution Controls	0	0
Integrated Pollution Control Registered Waste Sites	0	0
Integrated Pollution Prevention And Control	0	0
Local Authority Integrated Pollution Prevention And Control	0	0
Storage of Hazardous Substances		
Control of Major Accident Hazards Sites (COMAH)	0	0
Explosive Sites	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0
Planning Hazardous Substance Consents	0	0
Contraventions		
Local Authority Pollution Prevention and Control Enforcements	0	0
Enforcement and Prohibition Notices	0	0
Planning Hazardous Substance Enforcements	0	0
Prosecutions Relating to Authorised Processes	0	0
Prosecutions Relating to Controlled Waters	0	0
Substantiated Pollution Incident Register	0	0

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Current Land Use Contaminants	On Site 0	0-250m 6
Potentially Contaminative Uses		
Contemporary Trade Directory Entries	0	4
Fuel Station Entries	0	0
Miscellaneous		
BGS Recorded Mineral Sites	0	0

Historical Land Use Contaminants	On Site 0	0-250m 2
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	0
Potentially Contaminative Industrial Uses (Past Land Use)	0	1
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	1

Sensitivity Pathways and Receptors	On Site 3	0-250m 0
Pathways		
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	1	0
Flooding from Rivers or Sea without Defences	1	0
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0

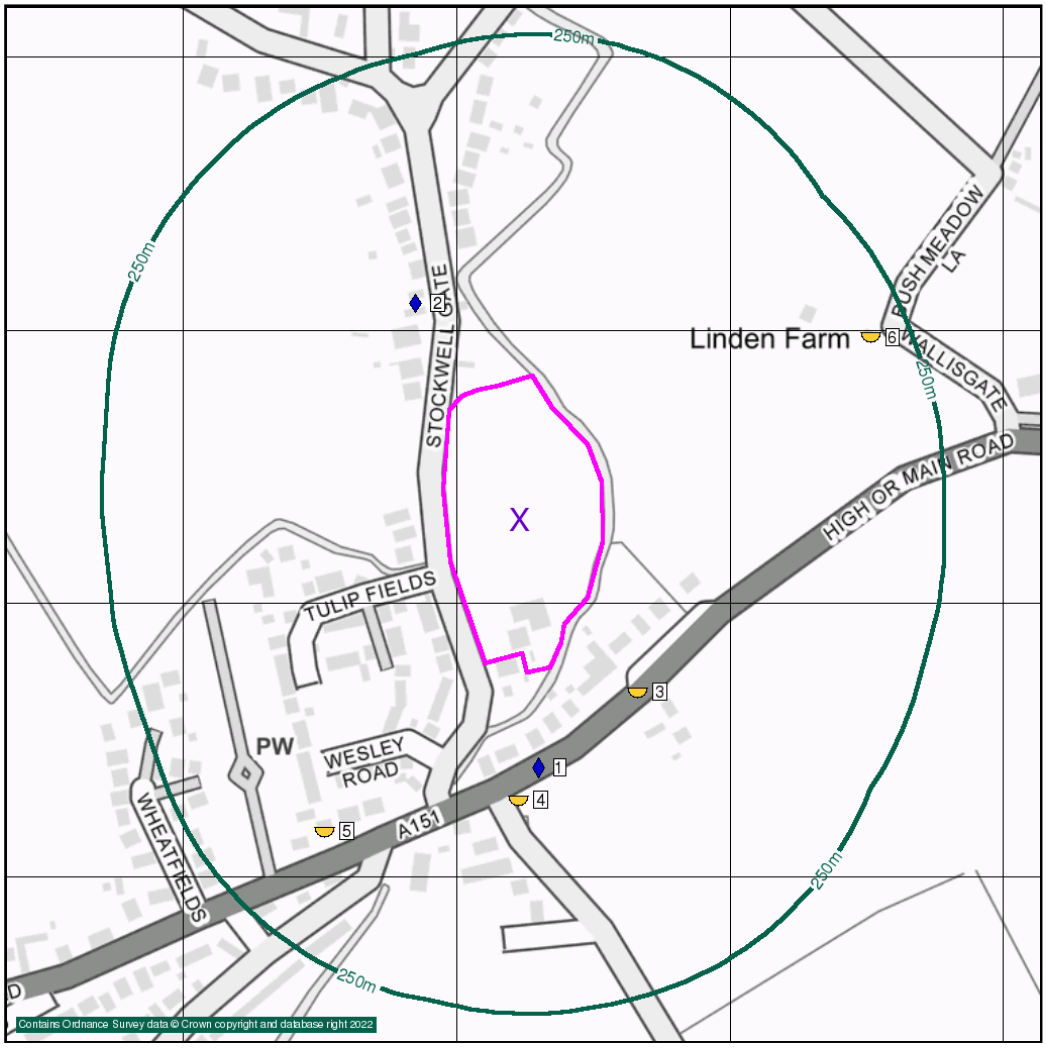
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Sensitivity Pathways and Receptors	On Site 3	0-250m 0
Environmentally Sensitive Receptors		
Areas of Outstanding Natural Beauty	0	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	1	0
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	0	0
Protected Countryside Areas		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0

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Other Factors Geological	On Site 8	0-250m 6
Brine Compensation Area	0	n/a
Coal Mining Affected Areas	0	n/a
Mining Instability	0	0
Man-Made Mining Cavities	0	0
Natural Cavities	0	0
Potential for Collapsible Ground Stability Hazards	1	1
Radon Potential - Radon Affected Areas	1	n/a
Radon Potential - Radon Protection Measures	1	n/a
Potential for Compressible Ground Stability Hazards	1	1
Potential for Ground Dissolution Stability Hazards	1	1
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	1
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1
Non Coal Mining Areas of Great Britain	0	0

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General

- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Miscellaneous

- BGS Recorded Mineral Site

Potentially Contaminative Use

- Potentially Contaminative Use

Waste/Landfill Sites

- BGS Recorded Landfill Site
- Licensed Waste Management Facilities (Landfill)
- Local Authority Recorded Landfill Site
- Registered Waste Transfer Site
- Registered Waste Treatment or Disposal Site
- Registered Landfill Site
- Point Location of Registered Landfill Site
- BGS Recorded Landfill Site (Point)
- Licensed Waste Management Facilities (Location)
- Local Authority Recorded Landfill Site (Point)
- Registered Waste Transfer Site (Point)
- Registered Waste Treatment or Disposal Site (Point)
- Registered Landfill Site Potential Landfill Buffer

Contraventions

- Local Authority Pollution Prevention and Control Enforcement
- Planning Hazardous Substance Enforcement
- Prosecution Relating to Authorised Processes
- Enforcement and Prohibition Notice
- Substantiated Pollution Incident Register
- Prosecution Relating to Controlled Waters

Storage Of Hazardous Substances

- COMAH
- Planning Hazardous Substance Consent
- Explosive Site
- NHHS

Industrial Processes

- Integrated Pollution Control
- Integrated Pollution Prevention Control
- Integrated Pollution Control Registered Waste Site
- Local Authority Integrated Pollution Prevention and Control

Statutory Authorisations

- Local Authority Pollution Prevention and Control
- Contaminated Land Register Entry or Notice (Point)
- Contaminated Land Register Entry or Notice
- Registered Radioactive Substance

Discharge Consents

- Discharge Consent
- Water Industry Act Referral

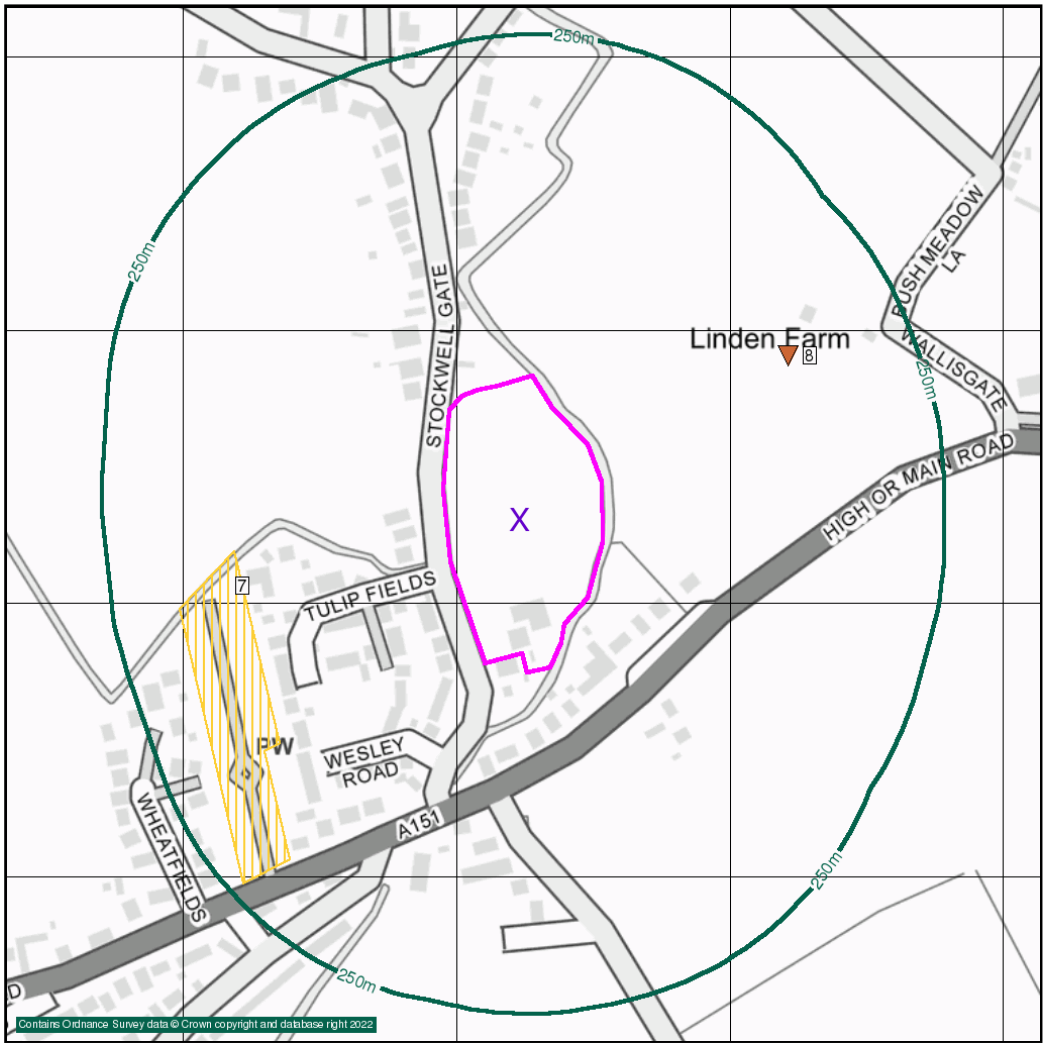
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Contaminants Waste / Landfill Sites	Ref No.	Search Buffer	Direction
Local Authority Landfill Coverage			
Name: South Holland District Council, - Has no landfill data to supply, Contact Ref: 4	-	On Site	SW
Name: Lincolnshire County Council, - Had landfill data but passed it to the relevant environment agency, Contact Ref: 3	-	On Site	SW

Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
Mr J Merrison, Dwellinghouse At Ropers Bridge Whaplode, Spalding, Lincs, Unknown Discharge, Reference: Pr5lf3253, Version: 1, Status: Pre National Rivers Authority Legislation where issue date < 01/09/1989, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	1	0-250m	S
Ashwood Homes, Adj To Rossmere Stockwell Gate, Whaplode, Spalding, Pe12 6ue, Unknown Discharge, Reference: Pr5lf5436, Version: 1, Status: Pre National Rivers Authority Legislation where issue date < 01/09/1989, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	2	0-250m	NW

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Texaco, High Road, Whaplode, Spalding, Lincolnshire, PE12 6TJ, Petrol Filling Stations, Status: Active, Positional Accuracy: Manually positioned to the road within the address or location	3	0-250m	SE
Moulton Cars, Ropers Bridge, Whaplode, Spalding, Lincolnshire, PE12 6UQ, Car Dealers - Used, Status: Inactive, Positional Accuracy: Manually positioned within the geographical locality	4	0-250m	S
Vehicle Recovery In Spalding, 160, High Road, Whaplode, Spalding, PE12 6TJ, Car Breakdown & Recovery Services, Status: Active, Positional Accuracy: Automatically positioned to the address	5	0-250m	SW
Barry Enderby, Wallis Gate, Whaplode, Spalding, Lincolnshire, PE12 6UB, Electrical Engineers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	6	0-250m	NE

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General

- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Potentially Contaminative Use

- Point Feature
- Area Feature
- Line Feature

Potentially Infilled Land

- Point Feature
- Area Feature
- Line Feature

Contaminants Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Potentially Contaminative Industrial Uses (Past Land Use)			
Cemetery or Graveyard, Date of Mapping: 1906 - 1992	7	0-250m	W

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1958	8	0-250m	NE

If you would like any further assistance regarding this report then please contact
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Map Details

The following maps have been analysed for Historical Tanks and Energy Facilities

1:2,500	Mapsheet	Published
Ordnance Survey Plan	TF3324	1970

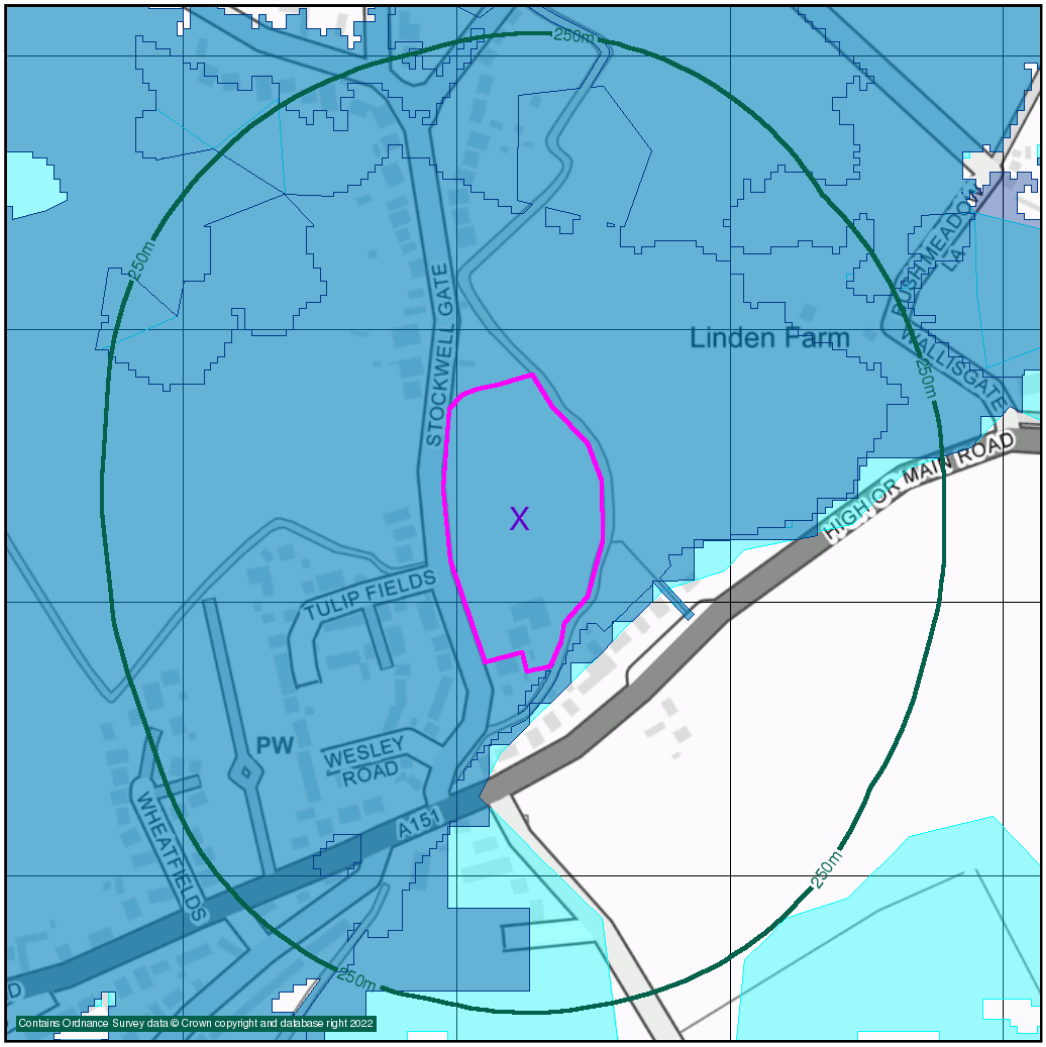
The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information

1:10,000	Mapsheet	Published
Ordnance Survey Plan	TF32SW	1992

1:10,560	Mapsheet	Published
Lincolnshire	135_SW	1889
Lincolnshire	135_SW	1906
Lincolnshire	135_SW	1932
Lincolnshire	135_SW	1938
Ordnance Survey Plan	TF32SW	1958

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Flood Map



General

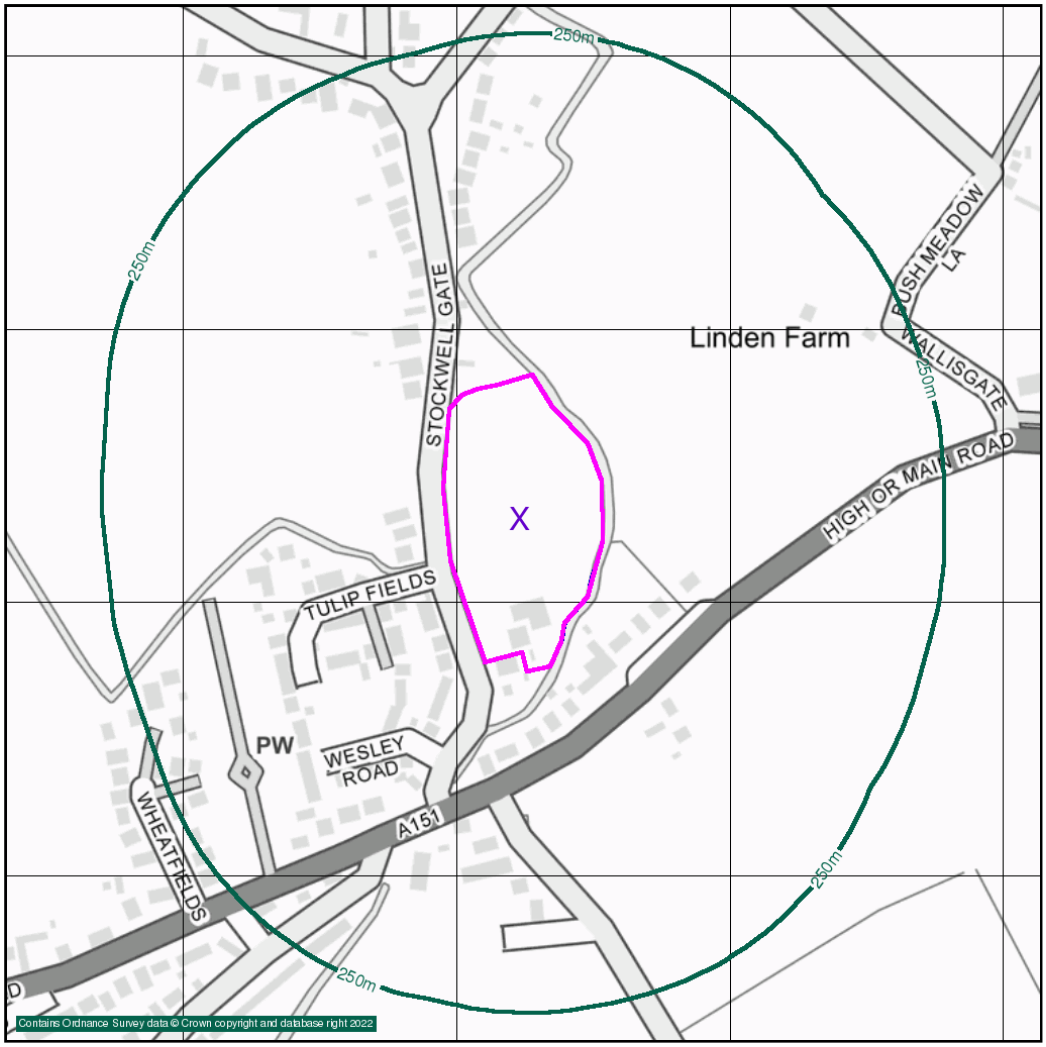
- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Area of Floodplain

- Areas Benefiting from Flood Defences
- Flood Water Storage Areas
- Flood Defences
- Extreme Flooding from Rivers or Sea without Defences (Zone 2)
- Flooding from Rivers or Sea without Defences (Zone 3)

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Sensitivity Map



General

- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Environmentally Sensitive Land Use

- Area of Outstanding Natural Beauty
- Environmentally Sensitive Area
- Local Nature Reserve
- Marine Nature Reserve
- National Nature Reserve
- Ramsar Site
- Site of Special Scientific Interest
- Special Area of Conservation
- Special Protection Area
- Nearest Surface Water Feature
- Water Abstractions

Protected Coutryside Areas

- Forest Park
- National Park
- National Scenic Area

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Pathways and Receptors Pathways	Ref No.	Search Buffer	Direction
Extreme Flooding from Rivers or Sea without Defences			
Type: Extent of Extreme Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial/Tidal Models, Contact Ref: 1	-	On Site	SW
Flooding from Rivers or Sea without Defences			
Type: Extent of Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial/Tidal Models, Contact Ref: 1	-	On Site	SW
Areas Benefiting from Flood Defences			
None	-		-
Flood Water Storage Areas			
None	-		-
Flood Defences			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Nearest Surface Water Feature			
Distance: 0m	-	On Site	SE

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Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Other Factors Geological	Search Buffer	Direction
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may not be affected by Coal Mining		-
Non Coal Mining Areas of Great Britain		
No Hazard		-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	On Site	SW
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	On Site	SW
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 2	On Site	SW
Hazard Potential: No Hazard Contact Ref: 2	0-250m	N
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Contact Ref: 2	On Site	SW
Hazard Potential: Moderate, Contact Ref: 2	0-250m	N
Potential for Ground Dissolution Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 2	On Site	SW
Hazard Potential: No Hazard, Contact Ref: 2	0-250m	N
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	On Site	SW
Hazard Potential: Very Low, Contact Ref: 2	0-250m	N
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Moderate Contact Ref: 2	On Site	SW
Hazard Potential: Moderate Contact Ref: 2	0-250m	N

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Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Other Factors Geological	Search Buffer	Direction
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Low Contact Ref: 2	On Site	SW
Hazard Potential: Low Contact Ref: 2	0-250m	N

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Registered Landfill Sites

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. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant environment agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

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The information in this Sitecheck Data Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, Landmark cannot guarantee the accuracy or completeness of such information or data, nor to identify all the factors that may be relevant. If you are a private individual using this report Landmark recommend that you discuss its contents in full with your professional advisor. It is essential to read this report in conjunction with the Product User Guide and your attention is drawn to the scope of the report section within this guide.
The Sitecheck Data User guide is available free of charge from our website www.sitecheck.co.uk
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If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: helpdesk@landmark.co.uk

Contact Names and Addresses

1 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 03708 506 506

enquiries@environment-agency.gov.uk

Please note that the Environment Agency/Natural Resources Wales/SEPA have a charging policy in place for enquiries.

2 British Geological Survey Enquiry Service

British Geological Survey
Environmental Science Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

enquiries@bgs.ac.uk
www.bgs.ac.uk

3 Lincolnshire County Council

4th Floor
City Hall
Lincoln
Lincolnshire
LN1 1DN

Telephone 01522 552222
Fax 01522 552288

PublicRelations@lincolnshire.gov.uk
www.lincolnshire.gov.uk

4 South Holland District Council Environmental Services

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE

www.sholland.gov.uk

Other Contacts

Landmark Information Group Limited

Legal and Financial
Imperium
Imperial Way
Reading
Berkshire
RG2 0TD

Telephone 0844 844 9966
Fax 0844 844 9980

info@landmarkinfo.co.uk
www.landmarkinfo.co.uk

Consumer Protection

Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

Tel: 0844 844 9966
Fax: 0844 844 9980
Email: helpdesk@landmark.co.uk

Landmark adheres to the Conveyancing Information Executive (CIE) standards.

The Standards:

- Conveyancing Information Executive Members shall act in a professional and honest manner at all times in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search with integrity and due care and skill.

- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.

- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.

- The standards can be seen here: www.conveyinfoexec.com

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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

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

TPOs Contact Details:

The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP

Tel: 01722 333306
Fax: 01722 332296
Website: www.tpos.co.uk
Email: admin@tpos.co.uk

Consumer Protection

Landmark Complaints Procedure

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of its receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Customer Relationships Manager
Landmark Information
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966
Email: helpdesk@landmark.co.uk
Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs):

Tel: 01722 333306
Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Landmark
INFORMATION

LANDMARK TERMS AND CONDITIONS

In these Terms, we refer to Landmark Information Group Limited (whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY) as **"We"**, **"Us"** and **"Our"** and we refer to the contracting party who accesses the Website or places an Order with Us or with an Authorised Reseller as **"You", "Your"** and **"Yourself"**. All Services and Reports are provided by Landmark Information Group Limited unless otherwise stated.

DEFINITIONS

In these Terms, the following terms have the following meanings:

"Agreement" has the meaning set out in clause 1.e.

"Authorised Reseller" means an agent or reseller who We have duly appointed to resell Our Reports and Services.

"Beneficiaries" means those persons, as relevant, referred to in clause 2e.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Us and shall include both material developed by or on behalf of Us and Third Party Content.

"End User" means either: (i) a consumer or a consumer's friend or family member who uses the Services provided to the consumer; (ii) where You are not a consumer, an employee of Yours who uses the Services provided to You; and/or (iii) in respect of the conveyancing Reports identified in clause 2.e only, a Beneficiary or their respective employees.

"Fees" means any charges levied by Us or an Authorised Reseller for Services provided to You.

"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.

"First Purchaser's Lender" means the funding provider for the First Purchaser.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right.

"On-Demand Service" means a Service hosted by Us through which an End User is able to access the Content remotely.

"Order" means the request for Services from Us by You.

"Property Site" means a land site in relation to which We provide a Service.

"Report" means any Content that We supply to You in the form of a Report on a Property Site.

"Services" means the provision of any service by Us pursuant to these Terms, including without limitation, the use of the Website (whether or not You Order a paid-for Service), any Report and/or On-Demand Service.

"Subscription" means any subscriptions for Our On-Demand Services purchased by you.

"Subscription User" means any individual who accesses and uses the On-Demand Services on a Subscription basis.

"Supplier" means any third party organisation that provides services, software, data, information and other content or functionality of any form to Us.

"Terminal" means a laptop, PC, workstation or other equipment containing a screen on which the Content may be displayed or used and which is internal or personal to You.

"Terms" means these terms and conditions.

"Third Party Content" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.

"Third Party Content Terms" the terms and conditions, as set out at http://www.landmarkinfo.co.uk/Terms/terms_and_conditions_299431_8.0_annexes.pdf that are specific to Third Party Content, are required by the Suppliers of such Third Party Content and which take precedence over these Terms in the event of any inconsistency.

"Website" means any website hosted by Us and includes the Content and any Report, service, document, data-set, software or information contained in such websites or derived from them.

1 **Basis of Contract**

a. These Terms (including, where applicable, Third Party Content Terms) govern the relationship between Us and You where You use or purchase Services from Us. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms: (a) when You place any Order, or pay for any Services provided to You by Us; and (b) in respect of Your use of any Website, by accessing and continuing to use any part of this Website. If You do not agree with any of the Terms that apply to Our Websites, then You must not use the Website.

b. You may be required to register Your details and/or open an account to access or order certain Services. Submission of Your registration and Your use of such Services shall be deemed acceptance of these Terms. You shall ensure that all information provided when submitting your registration is up to date, true, accurate and complete. We reserve the right to suspend or terminate Your access to the Website or block Your ability to place Orders in the event of any breach of this clause 1.b. Each registration is for a single user only. We do not permit You as Subscription Users to share user names and passwords with any other person nor with multiple users on a network. It is Your responsibility to maintain the confidentiality of Your password and those of Subscription Users for whom you are responsible and You are responsible for all activity that occurs under such user names and passwords. We will not be liable where Your password or those of Subscription Users for whom you are responsible are used by someone else. You should notify Us immediately of any unauthorised use of passwords and any breach of security as soon as You become aware of it.

c. You shall take all reasonable steps to check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Service is provided for the correct location and property type. Neither We nor any Suppliers shall have any liability for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Service relates to the correct location or property.

d. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on Our Websites. Continued Orders of the Services or continued use of the Website by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms. We will not file or store a copy of these Terms for each interaction or transaction by You via the Website.

e. These Terms together with the Third Party Content Terms, any Order You make (if applicable), the Fees (if applicable) and delivery details in relation to the Order and Our privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Services to You by Us (**"Agreement"**). You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 1.e shall limit or exclude any liability for fraud.

f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2 **Services and Licensed Use**

a. Subject to clauses 6.d, 6.k and 6.l, We shall use all reasonable skill, care and diligence in the performance of the Services. In performing the Services we shall comply with the standards as developed by the Conveyancing Information Executive (CIE).

b. You shall not hold Yourself out or describe Yourself as Our agent or an agent of any of the Suppliers or as having had any of Your activities endorsed by Us.

c. Where Content is provided as part of an On-Demand Service, We grant You a non-exclusive, non-transferable licence (without rights to sub-license to any third party other than End Users) to access and use the On-Demand Service (and any output of that service) for the purposes of viewing the Content for the duration permitted in any Order (subject to any Terminal limits (if appropriate)).

d. Where Content are provided in printed form or in an electronic format for printing (including Reports), We grant You a non-exclusive, perpetual non-transferable licence (without rights to sub-license or provide copies or extracts to any third party other than End Users) to use Content in printed form or in an electronic format for printing (including Reports) for Your commercial or non-commercial use, but without any right to copy, modify, extract or re-utilise any information or data within such printed Content other than as expressly set out in this clause 2.d.

e. Subject always to these Terms, You may, without further charge, make Reports (other than Envirocheck® Reports) available to:

   i. the owner of the whole or part of the Property Site at the date of the Report;

   ii. any person who purchases or intends to purchase the whole or part of the Property Site;

   iii. any person who provides or intends to provide funding secured on the whole or part of the Property Site;

   iv. any person for whom You act in a professional or commercial capacity in relation to the Property Site; and/or

   v. any person who acts for You in a professional or commercial capacity in relation to the Property Site;

   together the "**Beneficiaries**".

f. The Beneficiaries shall be entitled to rely on the Report as if it was addressed to them and any such person shall be entitled to enforce these Terms as if they were named in the Order, provided always that the person to whom the Report is made available accepts these Terms.

g. You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

h. You shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Agreement.

i. If You are a Company or public body, You agree that the licensed use of Content pursuant to the Agreement always excludes its use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with You (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate agreement with Us.

j. All other uses of the Content other than as permitted by the Agreement are prohibited. If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.

k. You agree to notify Us should You suspect any infringement of Our or any of Our Supplier's Intellectual Property Rights.

l. You agree that you will not use the Services (including without limitation Our Websites) in any way that may lead to the encouragement, procurement or carrying out if any criminal or unlawful activity or do anything that may cause damage to the Website or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website security measures or attempt to do any such acts.

3 **Intellectual Property, Confidentiality and Privacy Policy**

a. You acknowledge and agree that all Intellectual Property Rights in Content and Our Websites are and shall continue to be owned by Us or Our Suppliers and nothing in the Agreement shall transfer, assign or grant any rights to You (save for the licence as set out above).

b. The names, images and logos identifying Us, companies in the Landmark group, our partners or third parties and our/their products and/or services contained in or sold via the Website are proprietary marks and may not be reproduced or otherwise used without express permission.

c. Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content and you agree to use adequate technical and organisational measures to protect the Content from unauthorised use.

d. Where mapping is provided by Ordnance Survey, You acknowledge and agree that such mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services. Where mapping is provided by any other Supplier, You acknowledge and agree that such mapping is the copyright of the Supplier and must not be used for any purpose outside the context of the Services.

e. With regard to Ordnance Survey mapping (other than OS OpenData™ in respect of which see Third Party Content Terms (OS OpenData)), copying in whole or in part by any means of map prints or run-on copies provided with the Services is not permitted without appropriate licensing from the relevant Supplier. You must be in possession of or obtain a valid Ordnance Survey Paper Map Copying Licence if You wish to make any further copies of any Ordnance Survey maps supplied with or forming part of the Services.

4 **Termination**

a. In respect of any Subscription, You may terminate Your Subscription at the end of any given month by providing us with written notice during that month. You will continue to have access to the relevant On-Demand Services for the duration of the month in which the notice is given.

b. At any time, either party may terminate the Agreement with immediate effect by giving the other party written notice:

   i. if the other party is in material breach of the Terms and, if such breach is capable of remedy, that party fails to remedy the breach within 30 days of written notice specifying the breach and requiring it to be remedied;

ii. the other party has a receiver or administrative receiver or administrator appointed over any part of its undertaking or assets or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect or if it become subject to an administration order or enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if they are presented with a bankruptcy petition; or

iii. if We or a Supplier loses the right to administer Crown copyright and/or Crown database right in respect of the Ordnance Survey Data.

c. In the event of the termination or expiry of the Agreement with respect to the Service ordered by You:

i. You shall, subject to clause 4.c.iii, immediately cease to use the affected Service and Content;

ii. You shall, subject to clause 4.c.iii, within 30 days of such termination or expiry, destroy all Content relating to the terminated Service in any media which is in Your possession or control and provide, at Our request, a sworn statement by a duly authorised person that You no longer hold such Content;

iii. except in the event of termination by Us under clause 4.b, You may retain Content in an archive following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a) the archive rights do not apply to Content that include third party Intellectual Property Rights (other than Content provided by Ordnance Survey to the extent that the Intellectual Property Rights in such Content are owned by Ordnance Survey); (b) You shall not disclose Content retained under this clause 4.c.iii to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (c) You must store such Content separately from any other data which You hold; and (d) subject to clause 6.a, We shall have no liability for Your use of it following termination or expiry of the Agreement; and

iv. the parties shall have no further obligations or rights under the Agreement (save in respect of any continued use of publicly accessible Websites), without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.f to 2.k (inclusive), this clause 4.c, clauses 5.d, 6, 7, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Agreement, shall continue to have effect after such expiry or termination.

5 **Payments**

a. Where You do not pay the Fees at the point of purchase You agree that You will pay the Fees at the rates set out in Our or Our Authorised Reseller's invoice within 30 days of the date of each invoice without deduction, counterclaim or set off. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Us or an Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or an Authorised Reseller's ability to require prompt payment in respect of the Services delivered to You.

a.i. If You have purchased a Subscription this shall be payable monthly in arrears.

b. VAT shall be due in addition to any Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

c. Neither We nor any Authorised Reseller shall be required to notify You in advance of any amendment to the Fees and the placing of any further Order for Services shall be deemed acceptance of any revisions to the Fees.

d. If You fail to pay by the due date any amount due and payable by You under the Agreement, We shall be entitled, but not obliged to, charge You interest on the overdue amount, payable by You immediately on demand, accruing on a daily basis from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002.

5A Subscriptions

a. If you are accessing the Services under a Subscription you must:

i. ensure that the maximum number of Subscription Users that you authorise to access and use the Services does not exceed the number of Subscriptions purchased from time to time; and

ii. not allow any Subscription which has been purchased on a per-username basis to be used by more than one individual Subscription User (unless it has been reassigned in its entirety to another individual Subscription User, in which case the prior Subscription User shall no longer have any right to access or use the Services).

b. Subscription User's use of the Services must be reasonable and proportionate to enable Us to continue to provide Our services to all of Our customers. If at any time We consider Your use of the Services to be excessive We shall contact You and We reserve the right to restrict Your use to normal limits.

c. If We consider Your use of the Services to exceed the expected usage levels, based on the number of Subscriptions You have purchased, You shall permit Us to audit Your access and use of the Services in order to establish Your compliance with these Terms.

d. If any audit referred to in clause 5A.c reveals that any password has been provided to any individual who is not a Subscription User, then we shall be entitled to cancel any such Subscription and/or block the applicable Subscription User account.

e. If any of the audits referred to in clause 5A.c reveal that You have underpaid Us for any Subscription Fees, then without prejudice to the Our other rights, You shall pay to Us an amount equal to such underpayment within 14 days of the date of the relevant audit.

6. Liability

a. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default or for fraud, and the remainder of this clause 6 is subject to this provision. If You are a consumer, Your statutory rights (which include, for example, that We will provide the Services to a reasonable standard and within a reasonable time) are not affected by anything in these Terms.

b. Save as set out in clause 6.a, We shall not be liable to You or to any End User in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

i. any indirect or consequential losses (which includes any loss that could not have been reasonably expected by You and Us at the time of entering into these Terms);

ii. loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or

iii. loss of goodwill or reputation.

c. Save as set out in clause 6.a, Our total liability to You and/or any End User in contract or tort (including negligence) or for breach of statutory duty shall not exceed:

i. in respect of any Services other than the Promap® service, an amount of ten million pounds (£10,000,000) in the aggregate; and

ii. in respect of our Promap® service, an aggregate amount of £350,000.

d. The Content that Services are based on is partly derived from third party sources. Therefore, save as set out in clause 6.l in respect of risk assessments and professional opinions, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a Service which resulted from a reasonable interpretation of the Content

e. You acknowledge and agree that neither You nor any End User shall have any claim or recourse against any Supplier of Third Party Content.

f. You acknowledge and agree that We do not warrant that the online supply of Website, Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). We will not be liable to You or to any other person in the event that all or any part of Our Websites is discontinued, modified or changed in any way. Time shall not be of the essence in providing the Website, Content or Services.

g. You acknowledge and agree that no physical inspection of the Property Site reported on is carried out as part of any Services offered by Us and We 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.

h. You acknowledge and agree that any party, other than You or the Beneficiaries, who relies on a Report does so entirely at its own risk, including, without limitation, any insurers. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance upon a Report.

i. You acknowledge and agree that We will not be held liable in any way if a Service is used otherwise than as provided for in these Terms and/or in the Report or Service.

j. You acknowledge and agree that the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your (or the End User's) intended purpose.

k. You acknowledge and agree that You shall, on receipt of a Report carry out a reasonable inspection to satisfy Yourself that there are no apparent defects or failures with respect to the description and location of the Property Site and shall promptly inform Us if there are any such defects or failures.

l. All liability for any insurance products purchased by You rests solely with the insurer. We do not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that:

   i. if You Order any such insurance We will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, You acknowledge and agree that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice;

   ii. all decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and We accept no liability in this regard; and

   iii. the provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.

m. We may provide You with professional opinions or a risk assessment in a Report. You acknowledge and agree that We shall carry out (or procure that third parties carry out) such assessment with reasonable skill and care and that We shall be liable where any such risk assessment is carried out negligently.

n. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.

o. Without limiting Our liability under these Terms for Content that You purchase, while We endeavour to ensure that the information on Our Websites is correct, We make no promise nor do We give any warranty or guarantee regarding the accuracy and completeness of the material on Our Website. We may make changes to the material on Our Websites, or to the products and prices described in it, at any time without notice.

p. Without limiting Our liability under these Terms for Content that You purchase, the material on Our Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide you with Our Websites on the basis that all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to Our Websites are excluded. This does not affect Your statutory rights.

q. We shall not be, nor shall any authors be, held liable for any damage or loss that You incur arising from errors or omissions in information provided or for technical problems encountered on Websites or any other websites to which links are established. We do not accept any liability for damage to Your computer or for any loss of data that results from Your use of the Websites and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features or for any problems or inadequacies with Your computer, software, email system, internet facilities, or equipment.

r. Links to other third party websites on Our Websites are provided solely for ease of reference and Your convenience. If You use these links, You leave Our Website. We have not reviewed these third party websites and We do not have any control over, nor are We responsible for, these websites or their content or availability or for the products or services that such third parties may offer. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked to via Our Websites, You do so entirely at Your own risk. We give no promises or guarantees as to the availability or operation of the links and We shall not be liable for any broken or incorrectly operating link. You are not permitted to create links to Our Websites. Should You wish to link to a Website (whether by way of a hypertext link or framed content), please contact Us. Creation of any link shall be subject to such terms as We may notify from time to time and We reserve the right at any time for any reason to require You to remove or disable any link.

s. You shall use all reasonable endeavours to ensure that End Users are made aware of and agree to the limitations and exclusions of liability set out in this clause 6.

7. Contribution – Envirosearch® Residential and Homecheck Professional® Environmental Reports Only

a. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6. Save where expressly provided and regardless of the result of Reports, this clause 7 shall apply solely to:

   i. Envirosearch® Residential Reports; and

   ii. Homecheck Professional ® Environmental where Our preferred risk assessment provider certifies 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 Our preferred risk assessment provider should have identified such risk.

b. We are prepared to offer, on a discretionary basis 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") – subject to us reserving the right to withdraw the offer of a contribution at any time.

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 IIA of the Environmental Protection Act 1990 ("the Notice") We may, at our absolute discretion, 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; and

   iv. the Contribution will not be paid in respect of any of the following: (1) radioactive contamination of whatsoever nature; (2) asbestos or asbestos-containing materials on or in structures or services serving the Property Site. For the avoidance of doubt, We may contribute towards asbestos in the ground; (3) 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; (5) 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; (6) any condition which is caused by acts of war or an act of terrorism; (7) 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; and/or (8) any losses incurred following a material change in use of, alteration or development of the Property Site.

d. Without prejudice to Your other rights and remedies under the Agreement, the maximum sum that may be contributed by Us in respect of any Contribution shall be limited to; £100,000 for Homecheck Professional® Reports; £150,000 for Envirosearch® Residential Reports; and £250,000 for RiskView Residential Reports. In the event that more than one Report is purchased on the Property Site the Contribution shall only be considered under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution shall be considered 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. We shall only consider a Contribution where the Notice is served within 36 months of the issue 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 We shall 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 Us 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 Our reasonable requirements 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 Our prior written consent to any estimates for such works or complying with any other reasonable request by Us, We shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Us 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 Part IIA of the Environmental Protection Act 1990 You shall use reasonable endeavours to ensure that they advise Us within a maximum period of two months from receipt of such communication. This clause 7.h and the service of any notice under it shall not affect the provisions of clauses 7.e and 7.g, and any such communications, even if advised to Us will not operate as notice under clause 7.e.

8. Assignment and Sub-contracting

a. We shall be entitled to assign or transfer the Agreement.

b. The Agreement is personal to You. You shall not assign, transfer, sub-licence or otherwise deal with any of Your rights and obligations under the Agreement without Our prior written consent.

c. We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

9. Events Beyond Our Control

a. Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

10. Complaints and Dispute Resolution

a. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at Our registered office. We will (or Our agents will) respond to any such complaints in writing as soon as practicably possible. Alternatively you may wish to make a complaint to The Property Ombudsman by contacting them at https://www.tpos.co.uk/.

b. If any dispute arises out of or in connection with the Terms of the Agreement or their validity ("**Dispute**") the parties undertake, subject to clause 10.c, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 11.f.

c. Clause 10.b shall be without prejudice to the rights of termination stated in clause 4.b and in addition shall not prevent Us from:

   i. applying for injunctive relief in the case of: (1) breach or threatened breach of confidentiality; or (2) infringement or threatened infringement of Our or Our Suppliers' Intellectual Property Rights; or

ii. pursuing a debt claim for the payment of the Fees.

11. General

a. If any provision of the Agreement is 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 the Agreement and never to have formed part of the Agreement and the remaining provisions shall continue in full force and effect.

b. No delay, failure or omission on Our, or any Supplier's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude

the exercise of that or any other right, power, privilege, claim or remedy.

c. Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided by You or an End User.

d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement and We shall not be liable to any such third party in respect of the Products, save that any Supplier may enforce any of these terms and conditions against You in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of the Agreement, We may rescind or vary the Agreement in accordance with its terms without the consent of the Suppliers and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

e. You shall ensure that each End User agrees to comply with and is bound by the Terms and shall procure that We may in Our own right enforce such terms and conditions against the End User pursuant to the Contracts (Rights of Third Parties) Act 1999.

f. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 10.b, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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