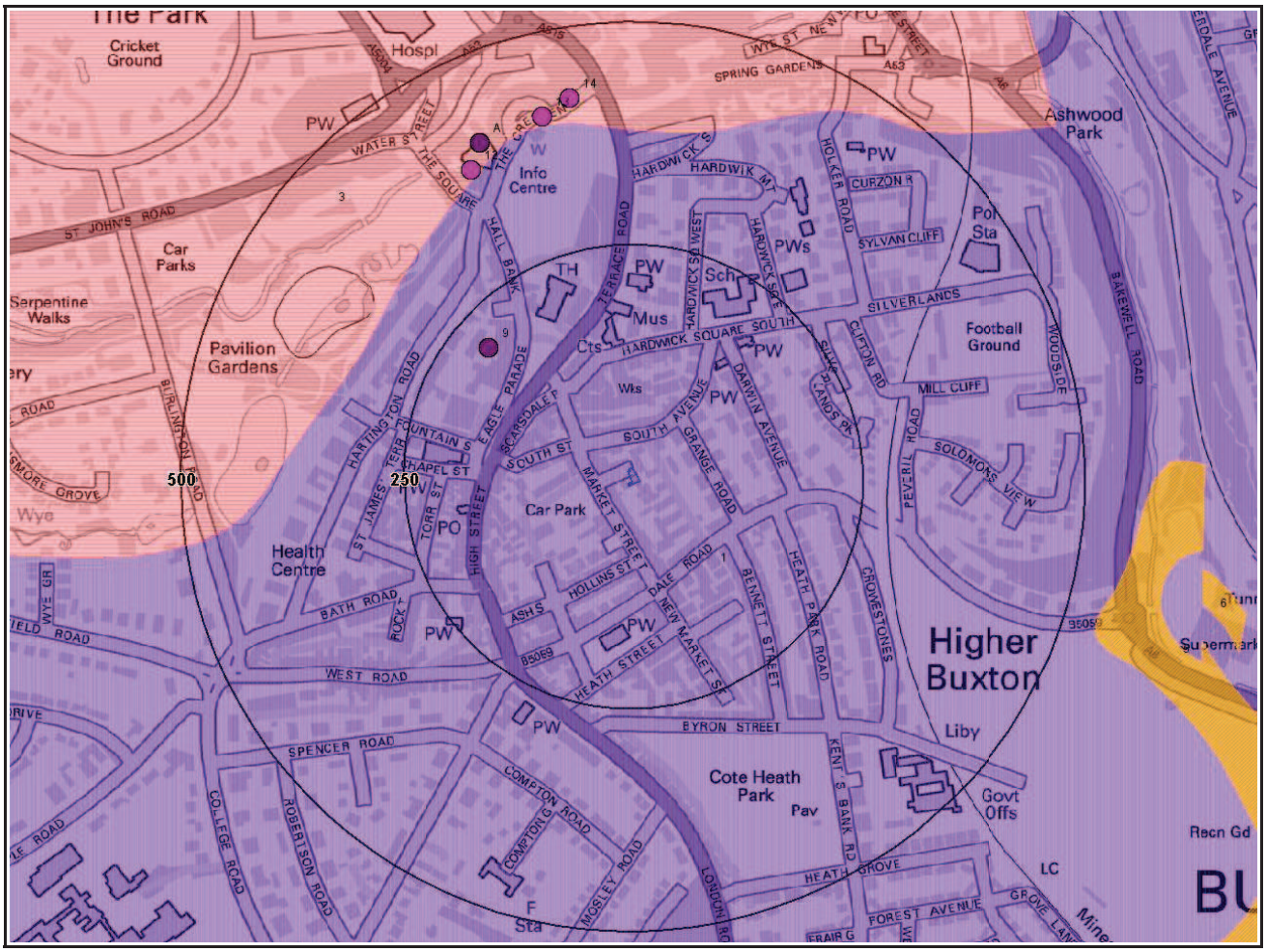
5b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses

NW N NE

W E

SW S SE



Aquifer Within Bedrock Geology Legend

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Site Outline

250
500
Search Buffers (m)

Principal Aquifer

Secondary (A) Aquifer - Permeable Layers

Secondary (B) Aquifer - Lower Permeability Layers

Groundwater Abstraction Licence

Secondary Aquifer - Undifferentiated Layers

Unproductive

Unknown (lakes and landslip)

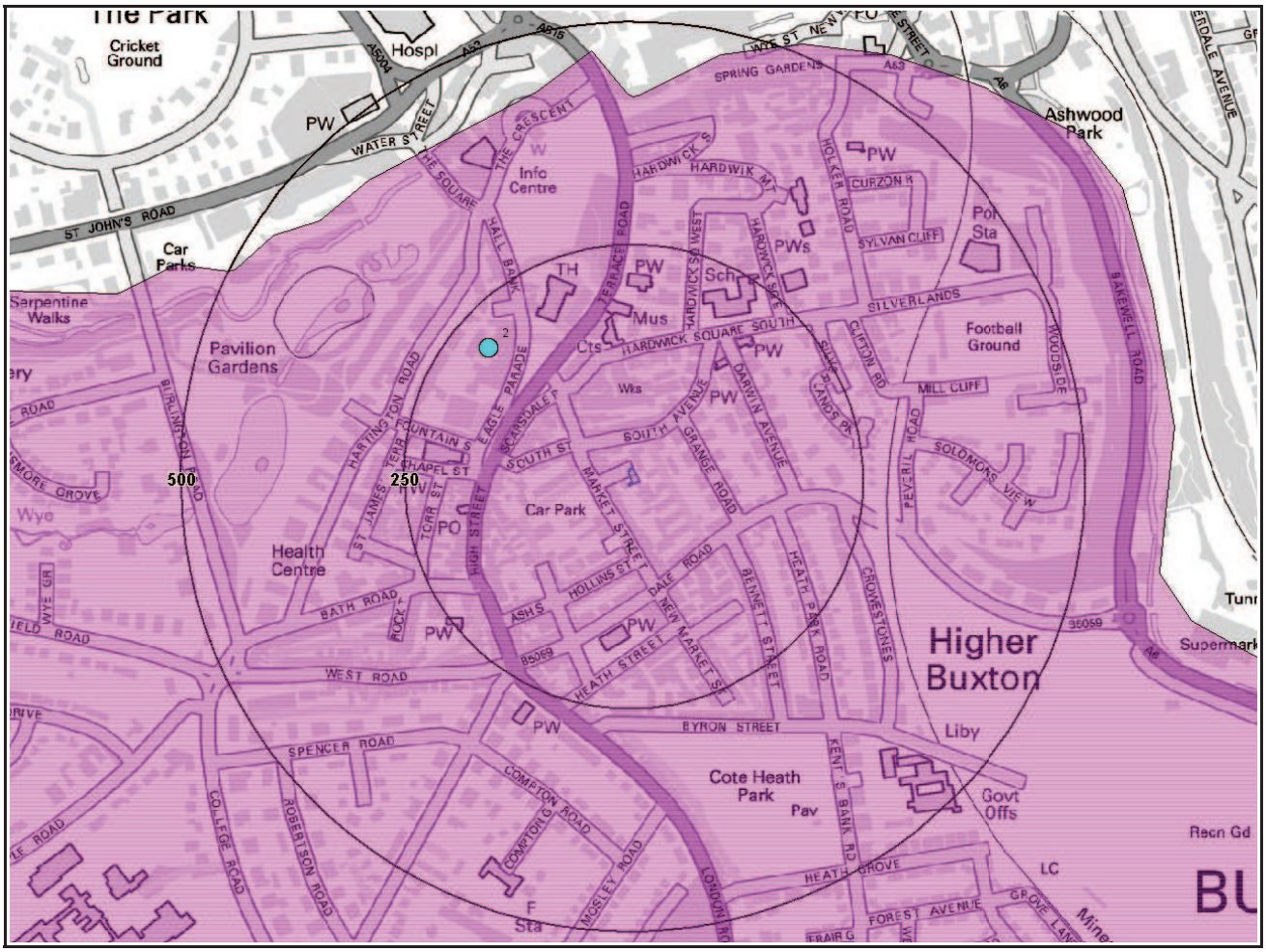
Surface Water Abstraction Licence

5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses

NW N NE

W E

SW S SE



SPZ and Potable Water Abstraction Licenses
Legend

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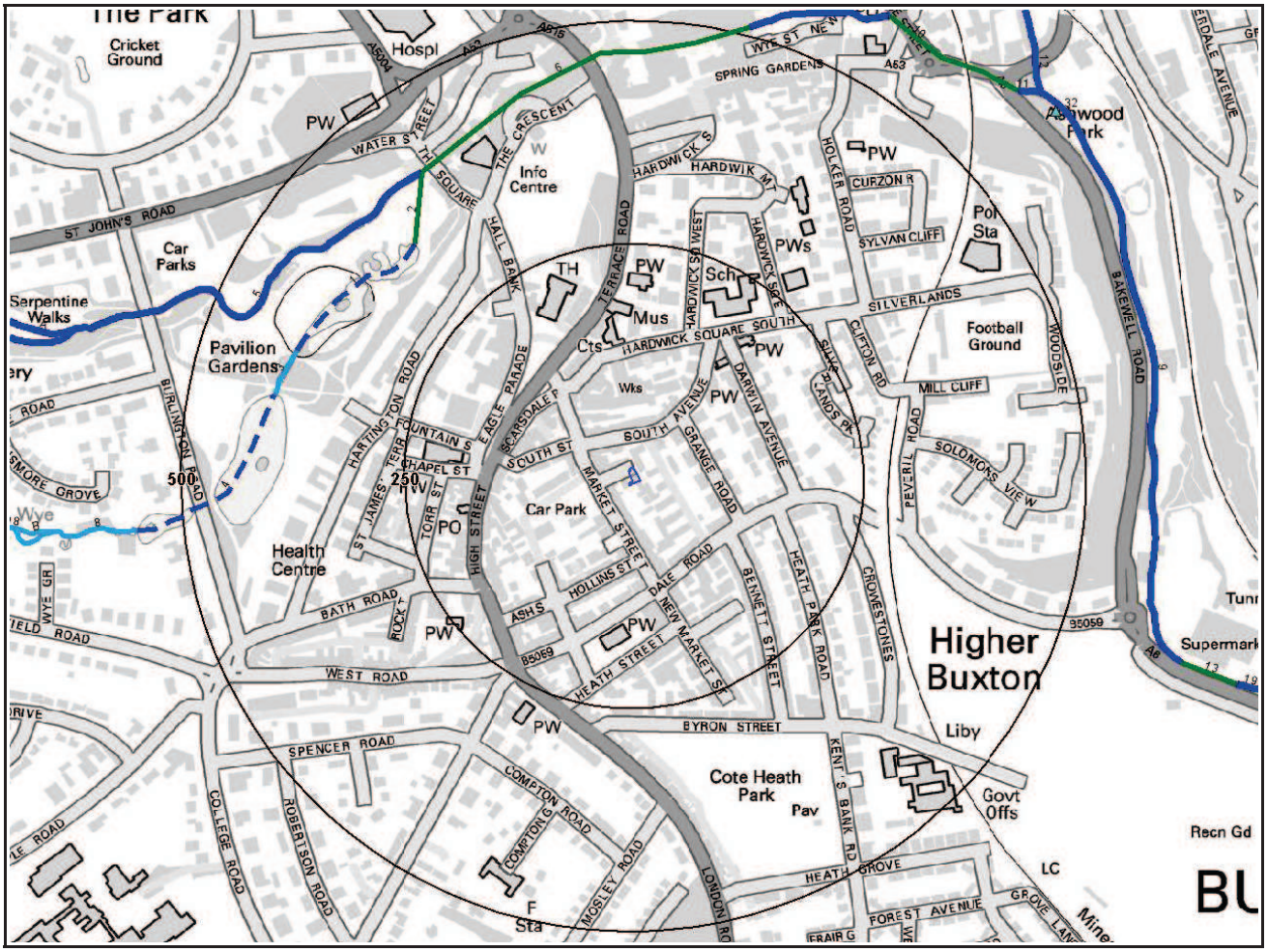
- Site Outline
- Search Buffers (m): 250, 500
- Source Protection Zone 1 - Inner Catchment
- Source Protection Zone 2 - Outer Catchment
- Source Protection Zone 3 - Total Catchment
- Source Protection Zone 4 - Zone of Special Interest
- Potable Water Abstraction Licence

5d. Hydrology – Detailed River Network and River Quality

NW N NE

W E

SW S SE



Hydrology Legend

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- Site Outline
- 250 / 500 Search Buffers (m)
- Primary River
- Secondary River
- Tertiary River
- Lake/Reservoir
- Underground River (inferred)
- General Quality Assessment: Chemistry
- Canal
- Canal Tunnel
- Extended Culvert (greater than 50m)
- D/S of High Water Mark
- D/S seaward extension
- General Quality Assessment: Biology

5.Hydrogeology and Hydrology

5.1 Aquifer within Superficial Deposits

Are there records of productive strata within the superficial geology at or in proximity to the property? Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Superficial Geology Map (5a):

ID	Distance [m]	Direction	Designation	Description
1	333.0	NW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.2 Aquifer within Bedrock Deposits

Are there records of productive strata within the bedrock geology at or in proximity to the property? Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Bedrock Geology Map (5b):

ID	Distance [m]	Direction	Designation	Description
1	0.0	On Site	Principal	Geology of high intergranular and/or fracture permeability, usually providing a high level of water storage and may support water supply/river base flow on a strategic scale. Generally principal aquifers were previously major aquifers
3	325.0	NW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site? Yes

The following Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance	Direction	NGR	Details	
9	208.0	NW	405760, 373280	Licence No: 03/28/39/0114 Details: Water Bottling Direct Source: Groundwater Midlands Region Point: Buxton Hydro Bh, Eagle St, Buxton Data Type: Point	Annual Volume (m³): 18250 Max Daily Volume (m³): 50 Original Application No: NPS/WR/005735 Original Start Date: 15/9/2005 Expiry Date: 31/3/2018 Issue No: 4 Version Start Date: 13/12/2010 Version End Date:

10A	401.0	NW	405750, 373510	Licence No: 03/28/39/0066 Details: Process Water Direct Source: Groundwater Midlands Region Point: The Crescent,buxton - Borehole Data Type: Point	Annual Volume (m³): 285402 Max Daily Volume (m³): 782 Original Application No: - Original Start Date: 22/7/1966 Expiry Date: - Issue No: 100 Version Start Date: 4/3/1997 Version End Date:
11A	401.0	NW	405750, 373510	Licence No: 03/28/39/0066 Details: General Use Relating To Secondary Category (Medium Loss) Direct Source: Groundwater Midlands Region Point: The Crescent,buxton - Borehole Data Type: Point	Annual Volume (m³): 285402 Max Daily Volume (m³): 782 Original Application No: - Original Start Date: 22/7/1966 Expiry Date: - Issue No: 100 Version Start Date: 4/3/1997 Version End Date:

5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site? **Yes**

The following Surface Water Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance	Direction	NGR	Details	
12	379.0	NW	405740, 373480	Licence No: 03/28/39/0113 Details: General Use Relating To Secondary Category (Medium Loss) Direct Source: Surface Water Midlands Region Point: The Cresent, Buxton - Point "a" Data Type: Point	Annual Volume (m³): 45625 Max Daily Volume (m³): 125 Application No: NPSWR001735 Original Start Date: 8/7/2005 Expiry Date: 31/3/2018 Issue No: 2 Version Start Date: 29/6/2009 Version End Date:
13	406.0	N	405820, 373540	Licence No: 03/28/39/0113 Details: General Use Relating To Secondary Category (Medium Loss) Direct Source: Surface Water Midlands Region Point: The Cresent, Buxton - Point "b" Data Type: Point	Annual Volume (m³): 45625 Max Daily Volume (m³): 125 Application No: NPSWR001735 Original Start Date: 8/7/2005 Expiry Date: 31/3/2018 Issue No: 2 Version Start Date: 29/6/2009 Version End Date:
14	419.0	N	405850, 373560	Licence No: 03/28/39/0113 Details: General Use Relating To Secondary Category (Medium Loss) Direct Source: Surface Water Midlands Region Point: The Cresent, Buxton - Point "c" Data Type: Point	Annual Volume (m³): 45625 Max Daily Volume (m³): 125 Application No: NPSWR001735 Original Start Date: 8/7/2005 Expiry Date: 31/3/2018 Issue No: 2 Version Start Date: 29/6/2009 Version End Date:

5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site? **Yes**

The following Potable Water Abstraction Licences records are represented as points, lines and regions on the SPZ and Potable Water Abstraction Licences Map (5c):

ID	Distance	Direction	NGR	Details	
2	208.0	NW	405760, 373280	Licence No: 03/28/39/0114 Details: Water Bottling Direct Source: Groundwater Midlands Region Point: Buxton Hydro Bh, Eagle St, Buxton Data Type: Point	Annual Volume (m³): 18250 Max Daily Volume (m³): 50 Original Application No: NPS/WR/005735 Original Start Date: 15/9/2005 Expiry Date: 31/3/2018 Issue No: 4 Version Start Date: Version End Date:

Not shown	1779.0	SE	407240, 371930	Licence No: 03/28/39/0079/1 Details: Water Bottling Direct Source: Groundwater Midlands Region Point: Staden, Buxton - Borehole Data Type: Point	Annual Volume (m³): 375600 Max Daily Volume (m³): 1800 Original Application No: NPS/WR/002527 Original Start Date: 15/2/2004 Expiry Date: 31/3/2018 Issue No: 2 Version Start Date: Version End Date:
Not shown	1779.0	SE	407240, 371930	Licence No: 03/28/39/0079 Details: Water Bottling Direct Source: Groundwater Midlands Region Point: Staden, Buxton - Borehole Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 27/3/1987 Expiry Date: - Issue No: 104 Version Start Date: Version End Date:
Not shown	1829.0	N	405400, 374900	Licence No: 03/28/39/0111 Details: Water Bottling Direct Source: Groundwater Midlands Region Point: Borehole At Lightwood, Buxton Data Type: Point	Annual Volume (m³): 273750 Max Daily Volume (m³): 750 Original Application No: NPS/WR/004028 Original Start Date: 16/8/2004 Expiry Date: 31/3/2018 Issue No: 3 Version Start Date: Version End Date:
Not shown	1867.0	SW	405000, 371500	Licence No: 03/28/39/0012 Details: Potable Water Supply - Direct Direct Source: Groundwater Midlands Region Point: Stanley Moor Data Type: Point	Annual Volume (m³): 200000 Max Daily Volume (m³): 2182 Original Application No: NPS/WR/005240 Original Start Date: 16/12/1965 Expiry Date: - Issue No: 103 Version Start Date: Version End Date:
Not shown	1998.0	N	405500, 375100	Licence No: 03/28/39/0017 Details: Potable Water Supply - Direct Direct Source: Surface Water Midlands Region Point: Lightwood Reservoir Data Type: Point	Annual Volume (m³): 650000 Max Daily Volume (m³): 2420 Original Application No: NPS/WR/005241 Original Start Date: 16/12/1965 Expiry Date: - Issue No: 102 Version Start Date: Version End Date:

5.6 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site? **Yes**

The following Source Protection Zones records are represented on the SPZ and Potable Water Abstraction Map (5c):

ID	Distance	Direction	Type	Description
1	0.0	On Site	1	Inner Catchment

5.7 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site? **Yes**

Biological Quality:

Biological Quality data describes water quality in terms of 83 groups of macroinvertebrates, some of which are pollution sensitive. The results are graded from A ('Very Good') to F ('Bad').

The following Biological Quality records are shown on the Hydrology Map (5d):

ID	Distance [m]	Direction	NGR	River Details	Biological Quality Grade				
					2005	2006	2007	2008	2009

Not shown	733.0	W	405200, 373300	River Name: Wye Reach: Br At Ashwood Pk Buxton To Buxton Stw End/Start of Stretch: Start of Stretch NGR	B	B	B	B	B

Chemical Quality:

Chemical quality data is based on the General Quality Assessment Headline Indicators scheme (GQAHI). In England, each chemical sample is measured for ammonia and dissolved oxygen. In Wales, the samples are measured for biological oxygen demand (BOD), ammonia and dissolved oxygen. The results are graded from A ('Very Good') to F ('Bad').

The following Chemical Quality records are shown on the Hydrology Map (5d):

ID	Distance [m]	Direction	NGR	River Details	Chemical Quality Grade (Headline Indicator)				
					2005	2006	2007	2008	2009
32	619.0	NE	406396, 373544	River Name: Wye R Reach: Br At Ashwood Pk Buxton To Buxton Stw End/Start of Stretch: Sample Point NGR	A	A	A	A	A
Not shown	733.0	W	405200, 373300	River Name: Wye R Reach: Br At Ashwood Pk Buxton To Buxton Stw End/Start of Stretch: Start of Stretch NGR	A	A	A	A	A

5.8 Detailed River Network

Are there any Detailed River Network entries within 500m of the study site? **Yes**

The following Detailed River Network records are represented on the Hydrology Map (5d):

ID	Distance	Direction	Details	
1	344.0	NW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Lake/Reservoir Catchment: - Drain: NO Main River Status: Currently Undefined
2	348.0	NW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
3	394.0	W	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
4	403.0	W	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Lake/Reservoir Catchment: - Drain: NO Main River Status: Currently Undefined
5	404.0	NW	River Name: River Wye Water Course Name: RIVER WYE Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
6	405.0	NW	River Name: River Wye Water Course Name: RIVER WYE Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined

5.9 Surface Water Features

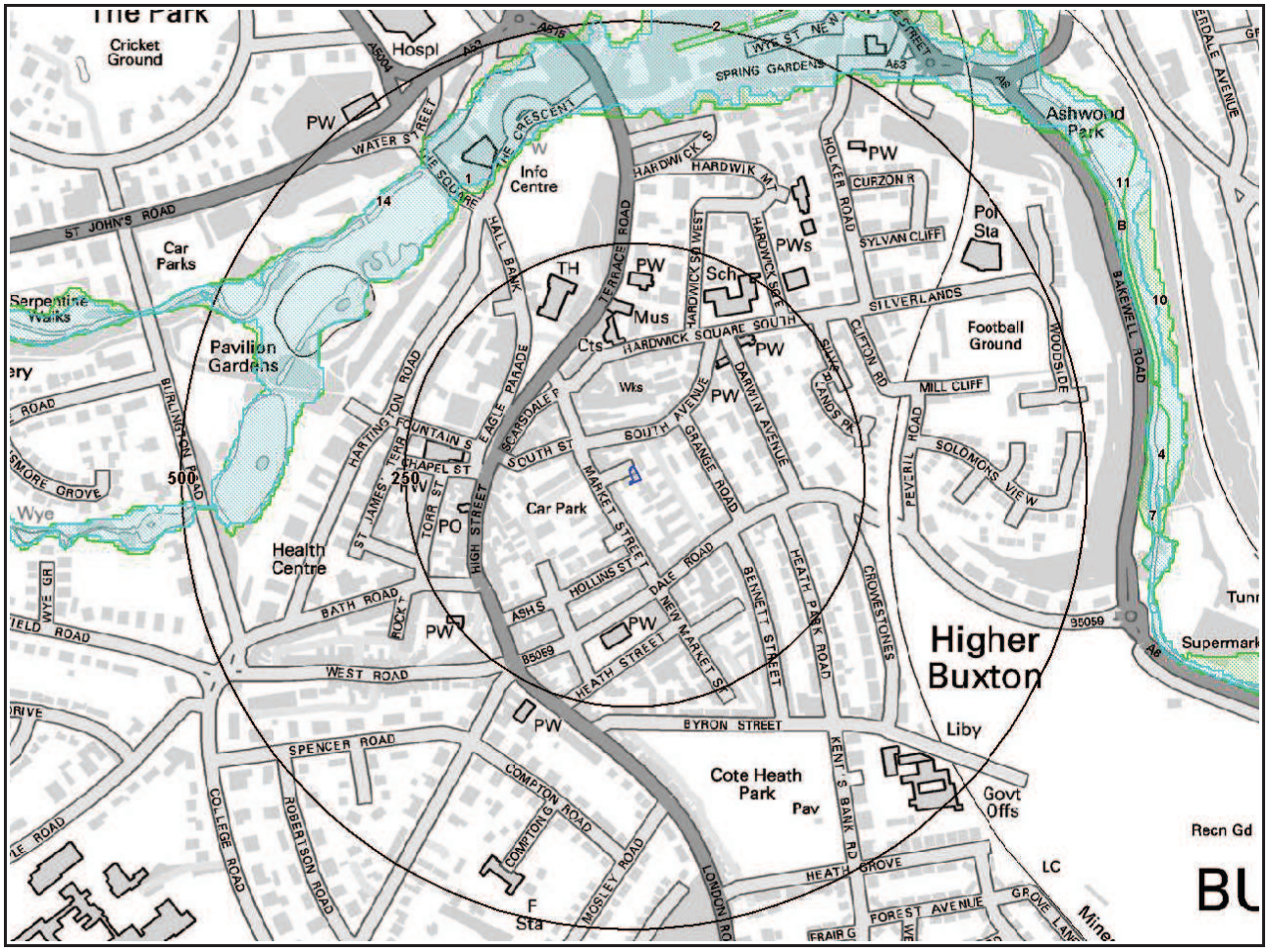
Are there any surface water features within 250m of the study site? **No**

Database searched and no data found.

6. Environment Agency Flood Map

NW ▲ N NE

◄W



◄W E►

SW ▼ S SE

Environment Agency Flood Legend

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Site Outline

250
500
Search Buffers (m)

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

6. Flooding

6.1 Zone 2 Flooding

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.

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain? **No**

Database searched and no data found.

6.2 Zone 3 Flooding

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.

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain? **No**

Database searched and no data found.

6.3 Flood Defences

Are there any Flood Defences within 250m of the study site? **No**

6.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site? **No**

6.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site? **No**

6.6 Groundwater Flooding Susceptibility Areas

Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site? **Yes**

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

6.7 Groundwater Flooding Confidence Areas

What is the British Geological Survey confidence rating in this result? **High**

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.

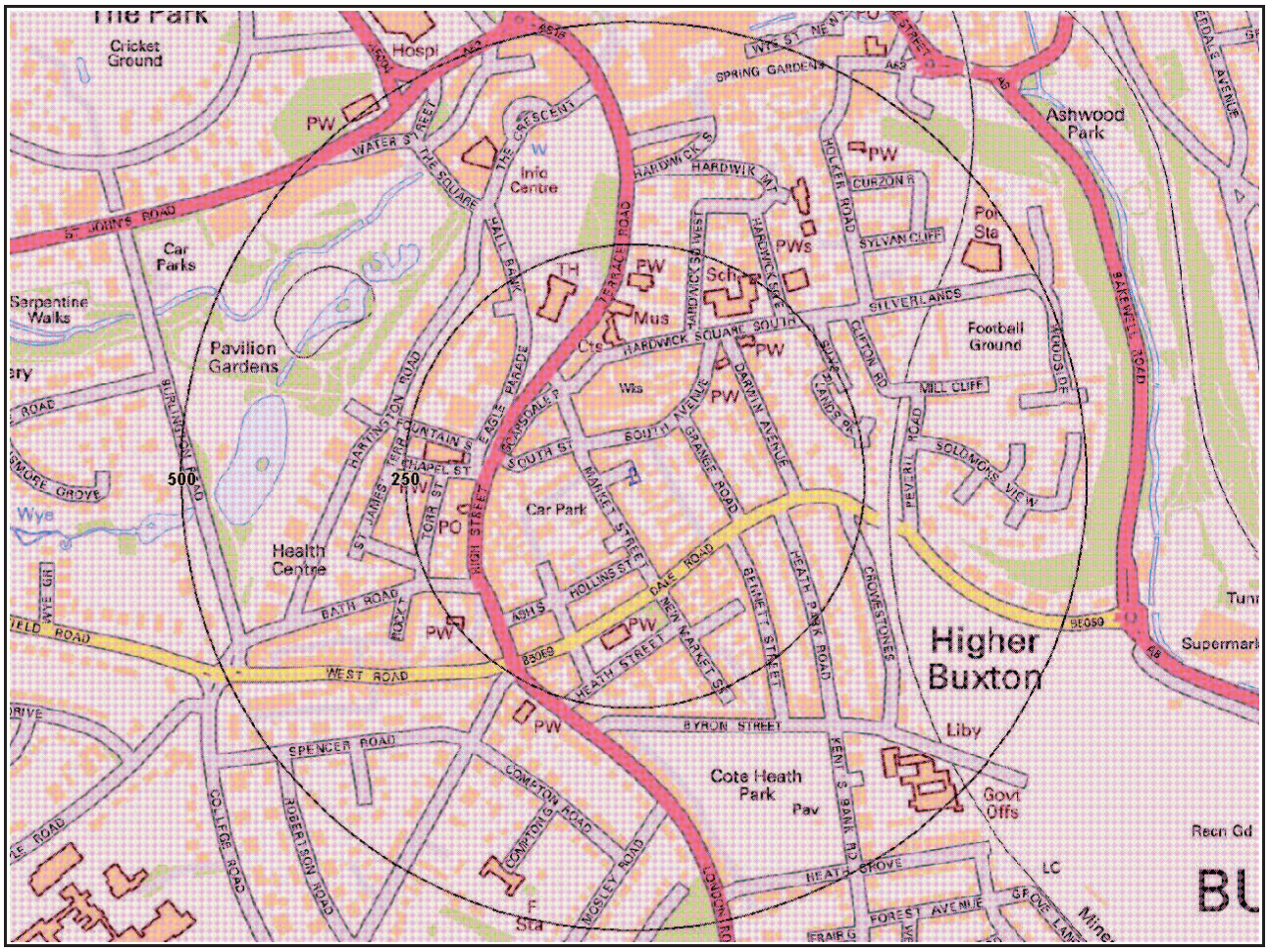
The **confidence rating** is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

7.Designated Environmentally Sensitive Sites Map

NW ▲ N NE

◄W E►

SW ▼ S SE



Designated Environmentally Sensitive Sites Legend

Enabled by Ordnance Survey

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Site Outline

250
500
Search Buffers (m)

SAC
SSSI
NNR
World Heritage Sites
SPA
Ramsar
LNR
Environmentally Sensitive Areas
Areas of Outstanding Natural Beauty
Nitrate Sensitive Areas
National Parks

7.Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? **Yes**

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: **0**

Database searched and no data found.

Records of World Heritage Sites within 500m of the study site: **0**

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: **0**

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Vulnerable Zones within 500m of the study site: **1**

The following Nitrate Vulnerable Zone records produced by DEFRA are not represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	NVZ Name	Data Source
1	0.0	On Site	No place name provided	DEFRA

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a GroundSure GeoInsight, available from our website. The following information has been found:

8.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site? **Negligible**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

8.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site? **Negligible**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
No indicators for slope instability identified. No special actions required to avoid problems due to landslides. No special ground investigation required and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

8.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site? **Low**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Significant soluble rocks are present. Low possibility of subsidence occurring naturally, but may be possible in adverse conditions such as high surface or subsurface water flow. Consider implications for stability when changes to drainage or new construction are planned. For new build site investigation should consider potential for dissolution problems on the site and its surroundings. Care should be taken with local drainage into the bedrock. Some possibility groundwater pollution. For existing property possible increase in insurance risk due to soluble rocks.

8.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site? **Negligible**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? **Very Low**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

8.1.6Running Sand

What is the maximum Running Sand* hazard rating identified on the study site? **Negligible**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

* This indicates an automatically generated 50m buffer and site.

9.Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site? **No**

Database searched and no data found.

9.2 Shallow Mining

What is the subsidence hazard relating to shallow mining on-site*? **Negligible**

*Please note this data is searched with a 150m buffer.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? **No**

Database searched and no data found.

10.Contacts

CENTREMAPS

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groundsure@centremaps.co.uk
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Brockamin House, Leigh, Worcester, WR6 5JU.

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

Environment Agency

National Customer Contact Centre
PO Box 544
Rotherham
S60 1BY
Tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 www.hpa.org.uk/radiation
Radon measures and general radon information and guidance

The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848. DX 716176 Mansfield 5
www.coal-authority.co.uk
Coal mining reports and related enquiries

Ordnance Survey

Romsey Road
Southampton SO16 4GU
Tel: 08456 050505

Local Authority

Authority: High Peak Borough Council
Phone: 0845 129 7777
Web: www.highpeak.gov.uk
Address: Council Offices, Hayfield Road, Chapel-en-le-Frith, SK23 0QJ

Get Mapping PLC

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

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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 clause 11.

"Client" means the party that submits an Orderor Commission.

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

"Data Report" means reports comprising factual data with no professional interpretation in respect ofthe 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.

"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trademark 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 or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect ofthe level of likely risk and/or liability, excluding **"Consultancy Services"**.

"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 ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that Groundsure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. 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 clause 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 clauses 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. 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 clauses 7 and 11.6 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 clauses 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, (except as permitted herein or by separate agreement with GroundSure) to,: (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 clause 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 clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content 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 clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client 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 clause 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 clause 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 clause 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 clause 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 clause 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 £10 million per claim or series of connected claims,
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.
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 clause 7.1, GroundSure shall not be liable to the Client, the Beneficiary or any third party in contract, tort (including, without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of any loss of profits, goodwill, revenue or opportunity, or any indirect or consequential loss (even if such loss was reasonably foreseeable).
7.14 GroundSure undertakes for the duration of the liability periods referred to in clauses 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities under this Contract. 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 Payment Date; or
(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
(iv) the Client or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 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 clause 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 clauses 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 clauses 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 clause 6.1 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 provisionsshall 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 can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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