



FLOOD

Date 04-01-2016 Grid Reference 561654 174662	Groundsure Reference Flood Specimen Your Reference Customer Reference	Address Specimen Address
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Professional Opinion



Negligible

A Very Low risk of coastal/river flooding and a Negligible risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property.



Green

The property has been rated as Green within JBA's insurability index. Green indicates a level of flood hazard such that insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract. Please see page 2 for further details of this assessment.

Flood Considerations

Risk of Flooding from Rivers and the Sea	Surface Water Flooding	Historic Flood Events	Areas Benefiting from Flood Defences
Very Low This indicates the chance of flooding at the site or an area within 25m is less than 1 in 1000 in any given year.	Negligible This indicates that the site or an area within 25m would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.	The site or an area within 25m has not been subject to historic flooding as recorded by the Environment Agency.	The site or an area within 25m has not been considered to be within an area benefiting from flood defences.

Expert Assessment - Overview and Guidance

Overall Flood Risk

Groundsure consider that the area within 25m of the centre of the property has a **Negligible** risk of flooding. Please note this rating is calculated using a weighted assessment of fluvial, coastal and pluvial risk and historic flood events only.

Recommendations

A **Very Low** risk of tidal/fluvial flooding and a **Negligible** risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property. Please refer to the individual flood assessment sections below for further specific guidance. Alternatively, flood resistance measures may assist in reducing the flood risk to the property. Please see Flood Resistance Measures section for further details.

Please be aware that this is an automated assessment based upon the highest flood risk found within 25m of the centre of the property. Therefore a purchaser may wish to check the maps provided within this report to confirm whether the flood risk area lies on or in close proximity to the property. If you would like Groundsure to manually assess the property a £35 + VAT fee may be applicable. Please note this manual assessment does not include a site visit.

JBA Overall Insurability Index

Guidance

The property has been rated as **Green** within JBA's Insurability Index. **Green** indicates a level of flood hazard such that (subject to terms, applicant's status and individual insurers' approach to risk, and any other factors which may be relevant) insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract.

The JBA Insurability Index is categorised on a fivefold scale (subject to terms, applicant's status and individual insurers' approach to risk, and any other factors which may be relevant):

- **Green** indicates a level of flood hazard such that insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract.
- **Amber** indicates a level of flood hazard such that insurance covering flood risk may be available but may be subject to increased premiums and non-standard and/or additional terms.
- **Red** indicates a level of flood hazard such that insurance covering flood risk may be more difficult to obtain.
- **Black 1** indicates a level of flood hazard such that insurance covering flood risk may be significantly more difficult to obtain.
- **Black 2** indicates a level of flood hazard such that insurance covering flood risk may be extremely difficult to obtain.

Please note that due to the methodology employed to produce the dataset, JBA insurability ratings are only suitable for individual residential properties, and as such any rating given for commercial property should be considered invalid.

Risk of Flooding from Rivers and the Sea (RoFRaS)

As the site lies within or in close proximity to an area with a **Very Low** risk rating in the RoFRaS database, no further recommendations are required.

Guidance

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the likelihood of flood defences overtopping or breaching by considering their location, type, condition and standard of protection.

Medium and High risk areas, are advised to sign up to the Environment Agency's Flood Warning scheme on 0845 988 1188 or at www.environment-agency.gov.uk. Please see Section 1 for further details. Additionally, a prudent purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site if risks have been identified. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures can be obtained by contacting Groundsure.

JBA Pluvial

The study site or an area within 25m of the centre of the study site has been assessed to be at a **Negligible** risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

Guidance

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur. Please see Section 2 for further details.

Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency hold no record of any flooding at the site.

Guidance

Over 23,500 separate events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences. Please see Section 3 for further details.

Areas Benefiting from Flood Defences

The property does not lie in or within 25m of an area the Environment Agency consider to benefit from flood defences. Property-level defences and some older schemes may not be included in the Environment Agency database of areas considered to benefit from flood defences.

Guidance

These are areas that may benefit from the presence of major defences during a 1% fluvial (river) or 0.5% tidal flood event. These areas would flood if the defence were not present, but may not flood because the defence is present.

Proposed Flood Defences

The property does not lie in or within 25m of an area the Environment Agency consider to benefit from proposed flood defences.

Guidance

Flood defences seek to reduce the risk of flooding and to safeguard life, protect property, sustain economic activity and the natural environment. Flood defences are designed to protect against flood events of a particular magnitude, expressed as risk in any one year.

Flooding from Groundwater

There is **limited potential** for groundwater flooding to occur at the study site. Where limited potential for groundwater flooding to occur is indicated, this means that although given the geological conditions there may be a groundwater flooding hazard, unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area, you need take no further action in relation to groundwater flooding hazard.

Guidance

The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

Flood Storage Areas

The property does not lie in or within 25m of a Flood Storage Area.

Guidance

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood.

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Aerial Image



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Site Address: Specimen Address
Grid Reference: 561654 174662

Flood Resistance Measures

Watertight International provide a fully comprehensive Flood Protection System, covering all aspects of domestic property flooding. In areas where insurance was previously unavailable, Watertight can enable insurance cover.

Watertight's patented system is based on a simple premise: if all means by which water can enter the property are blocked effectively, your house and contents will be simply safe and dry.

Based on this premise, Watertight has collaborated with insurers, builders and surveyors to provide products which exceed current flood safety standards and recommendations.

Homeowners are often left with the responsibility and financial burden of providing protection for their property; in lieu of extensive civil defence projects or the costly upgrading of our archaic, Victorian-era sewerage system, **Watertight** can relieve these burdens.

Watertight's systems are flexible in the face of the enormous range of buildings and building materials common - and not-so-common - to the UK; moreover, **Watertight's** services are comprehensive enough to enable insurance cover in situations where insurance has been tough to come by.

Watertight is an environmentally responsible company, using recycled materials - from old double-glazing to old yoghurt and milk cartons – so 95% of their barriers are sourced from recycled material. Further, all manufacturing is UK-based, meaning distribution distances and carbon footprints are at a bare minimum.

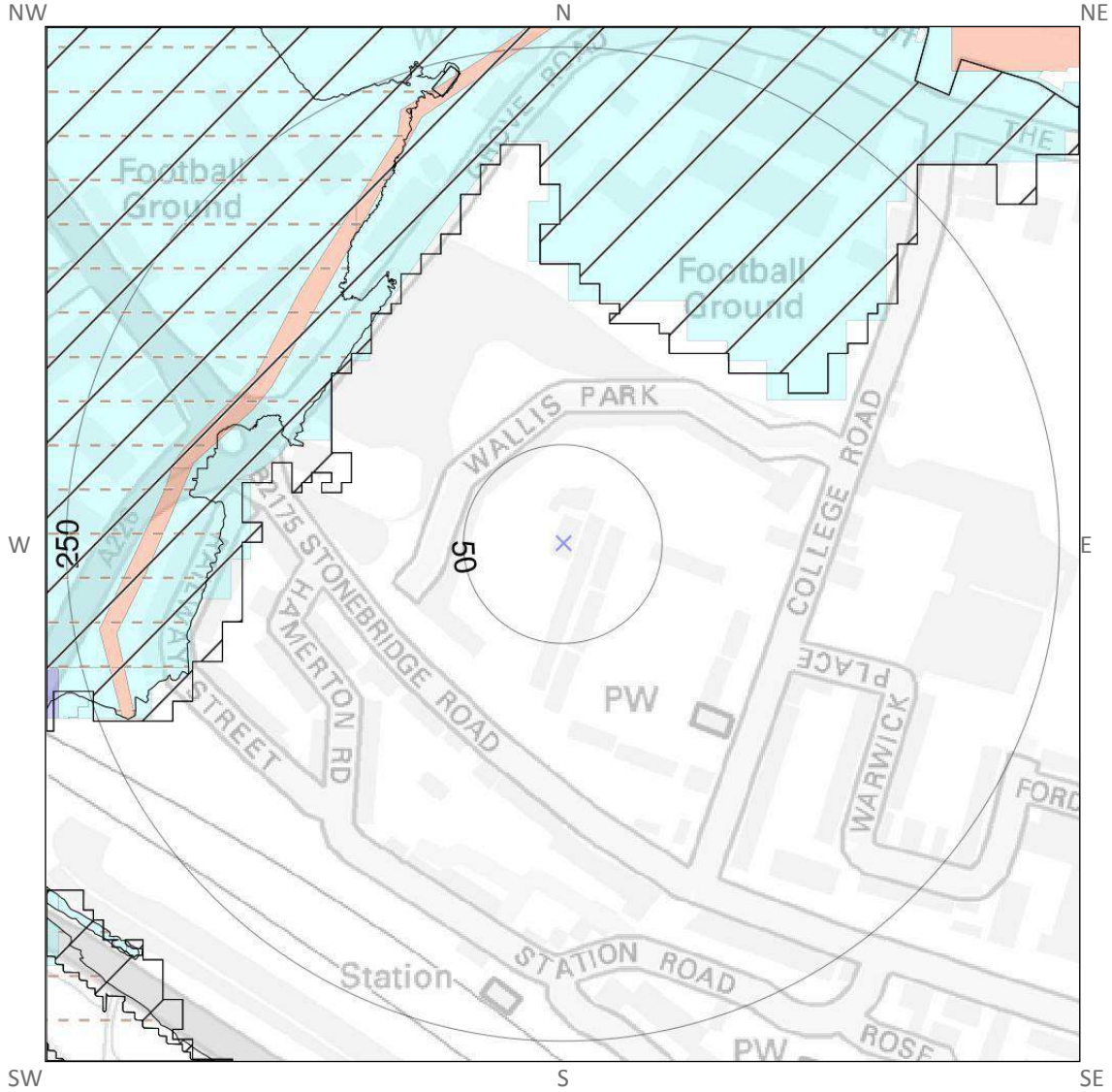
Below is an example list of the sort of flood-prevention materials and techniques Watertight can provide to assist in increasing the possibility of insurance for flood-prone properties:

Item	Notes	Guide Price
Sewage Backflow Prevention	Around 50% of flooding events in the UK are caused by backflow flooding; installation of sewage backflow prevention devices can drastically reduce the potentially ravaging effects of backflow flooding.	£150-450
Watertight's Smart Airbricks	A single airbrick – porous bricks in the fabric of a building which allow it to breathe – can allow so much as 50,000 litres of water to pass through it in a single hour. Watertight's Smart Airbricks can provide a modern, intelligent solution to this potentially catastrophic problem.	£250-750
Repointing of damaged brickwork	Houses can easily generate multiple potential ingress points for water; simple modifications such as holes created for satellite dishes can severely exacerbate water intake to a property. Watertight's repointing of damaged brickwork and application of waterproof coating ensures the building's integrity in a flood event and guarantees that all your building's invisible pores are filled.	£500-1000
Demountable flood barriers	Any door is a potential weak spot in flooding, and once breached will allow in the majority of water. Demountable flood barriers provide the most robust protection for any property at risk from flooding, with peace of mind for no extra cost.	£1,500-3,000
Total Protection	A combination of all of the above – ensuring that the entirety of your property is the safest it can possibly be from flood damage.	£2,500-5,000

If you would like to discuss flood protection measures for your property, please contact Groundsure on 08444 159 000, quoting the report reference.

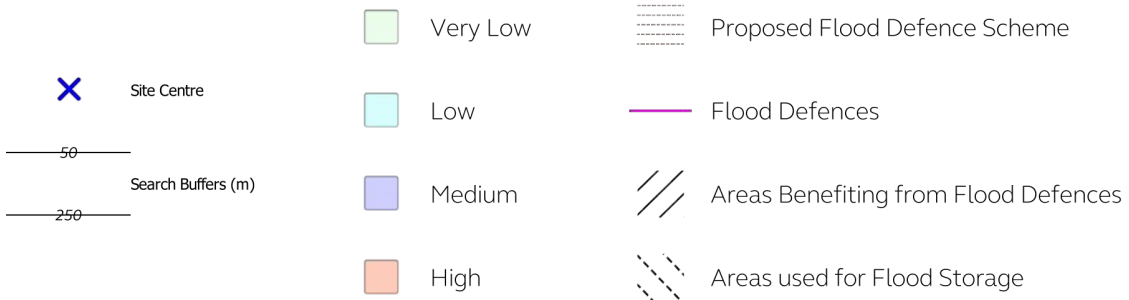
1. Flooding from Rivers and the Sea

Risk of Flooding from Rivers and the Sea Map



Risk of Flooding from Rivers and the Sea Map

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1.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the risk of flooding at the centre of the study site?	Very Low
What is the highest risk of flooding within 25m of the centre of the study site?	Very Low

RoFRaS data for the study site indicates the property has a Very Low (less than 1 in 1000) chance of flooding in any given year. The following table shows all RoFRaS data found within 50 metres of the centre of the study site.

1.2 Areas Benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site?	Yes
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These are areas that may benefit from the presence of major defences during a 1% river (fluvial) or 0.5% coastal flood event. These areas would flood if the defence were not present, but may not flood because the defence is present.

1.3 Flood Defences

Are there any flood defences within 250m of the study site?	No
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Guidance: This search consists only of flood defences present in the dataset provided by the Environment Agency.

1.4 Proposed Flood Defences

Are there any Proposed Flood Defences within 250m of the study site?	Yes
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Guidance: This search consists only of proposed flood defences present in the dataset provided by the Environment Agency. Please note that proposed flood defence schemes will not influence the current RoFRaS ratings for the site until they have been constructed.

Distance	Direction	Projected Spend	Standard of Protection	Number of households to benefit	Details
140	NW	Year 1: £40,000 Year 2: £35,000 Year 3: £300,000 Year 4: £0 Year 5: £0	0	60	Project Name: Robins Creek Outfall Project Reference: SOO001E/000A/347A Flood type: River Flooding

* This illustrates the number of households that move from 'very significant' or 'significant' to 'moderate' or 'low' probability of flood risk bands if the proposed flood scheme is to be implemented

1.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?	No
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Database searched and no data found

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. Technical Guidance to the National Planning Policy Framework states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on the Risk of Flooding from Rivers and the Sea Map.

Notes on RoFRaS data

RoFRaS is an assessment of flood risk for England and Wales produced using local data and expertise. It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The RoFRaS model uses local water level and flood defence data to model flood risk. It has divided England and Wales into 50m X 50m impact cells. Each cell has been assigned a flood risk likelihood from the categories below:

Notes on Existing Flood Defences

Flood defences seek to reduce the risk of flooding and to safeguard life, protect property, sustain economic activity and the natural environment. Flood defences are designed to protect against flood events of a particular magnitude, expressed as risk in any one year.

Notes on Proposed Flood Defences

This information is taken from the Environment Agency's database of Areas to Benefit from New and Reconditioned Flood Defences under the Medium Term Plan (MTP). The dataset contains funding allocation for the first financial year (from April). Funding for the following four financial years is not guaranteed, being only indicative, and will be reviewed annually. Projects within the Medium Term Plan qualify for inclusion in this dataset if:

the investment leads to a change in the current standard of protection (change projects); the investment is a replacement or refurbishment in order to sustain the current standard of protection (sustain projects); the project has an initial construction budget of £100,000 or more; and the project is included within the first five years of the MTP.

The data includes all the Environment Agency's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. The number of households and areas of land contributing to DEFRA's Outcome Measures (OM) are also attributed i.e. could benefit from major work on flood defences.

These data also contain Intermittence Flood Maintenance Programmes that show the annual maintenance programme of work scheduled to be carried out by the Environment Agency, Local Authority or Internal Drainage Board on flood defences. Data details routine maintenance as well as intermittent work that has been funded for the coming year. The data contains a start and end coordinate defining the relevant river section where work is planned.

Information Warning

Please note that the maps show the areas where investment is being made to reduce the flood and coastal erosion risk and are not detailed enough to account for individual addresses. Individual properties may not always face the same risk of flooding as the areas that surround them. Also, note that funding figures are indicative and any use or interpretation should account for future updates where annual values may change.

Every possible care is taken to ensure that the maps reflect all the data possessed by the Environment Agency and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency consider that they have created the maps as well as they can and so should not be liable if the maps by their nature are not as accurate as might be desired or are misused or misunderstood, despite their warnings. For this reason, they are not able to promise that the maps will always be accurate or completely up to date.

This site includes mapping data licensed from Ordnance Survey used for setting the Environment Agency's data in its geographical context. Ordnance Survey retains the copyright of this material and it can not be used for any other purpose.

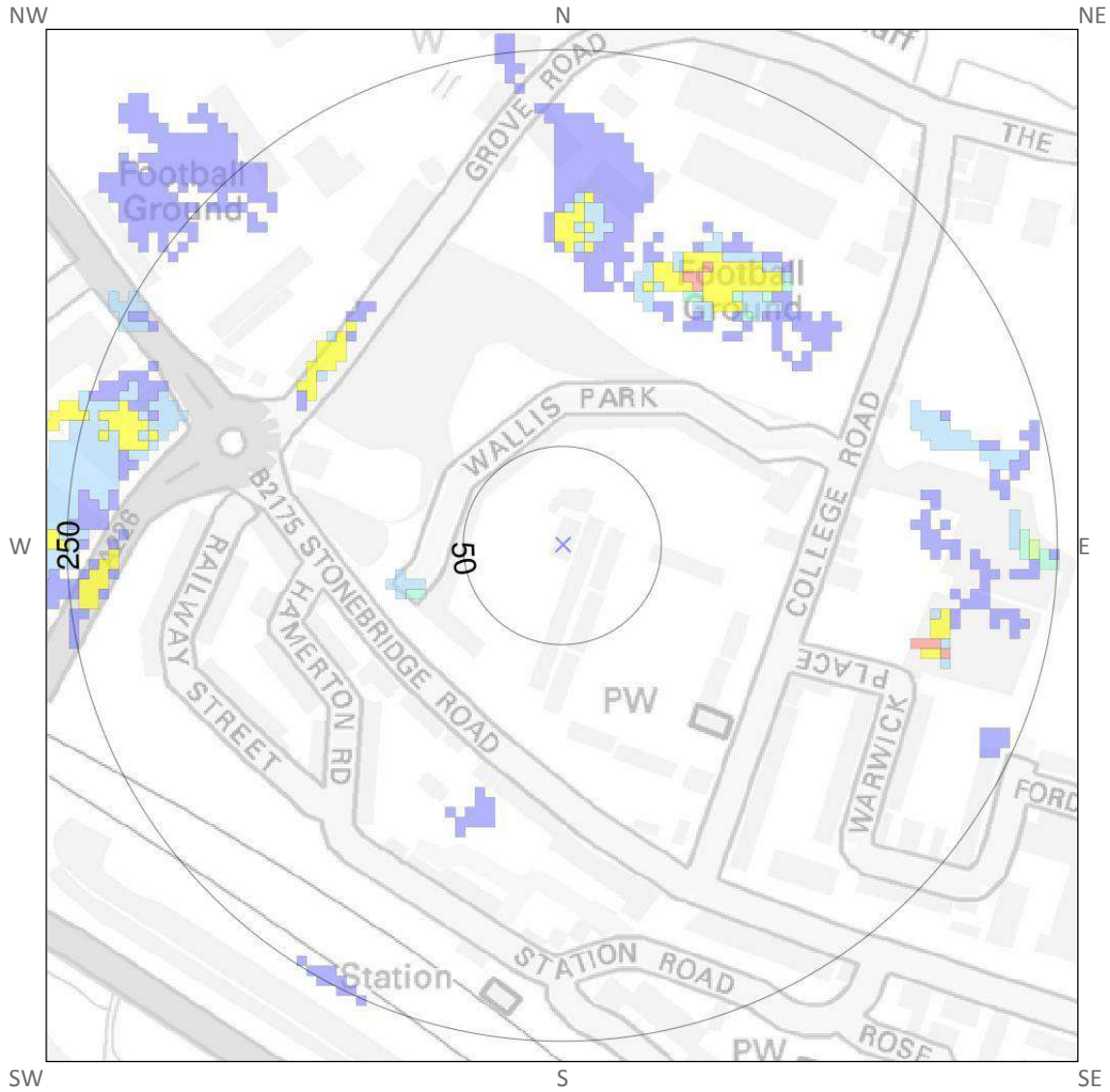
Flood Storage Areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval.

that accepts water only at peak times. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and the Environment Agency, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

2. JBA Surface Water Flooding

JBA Surface Water (Pluvial) Flooding Map



JBA Surface Water (Pluvial) Flooding Map

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2.1 JBA Surface Water (Pluvial) Flooding

What is the risk of pluvial flooding at the centre of the study site?	Negligible
What is the highest risk of pluvial flooding within 25m of the centre of the study site?	Negligible

Guidance: The site or an area in close proximity has been assessed to be at Negligible risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 1000 year rainfall event to a depth of less than 0.1m.

Notes on Surface water (Pluvial) Flooding data:

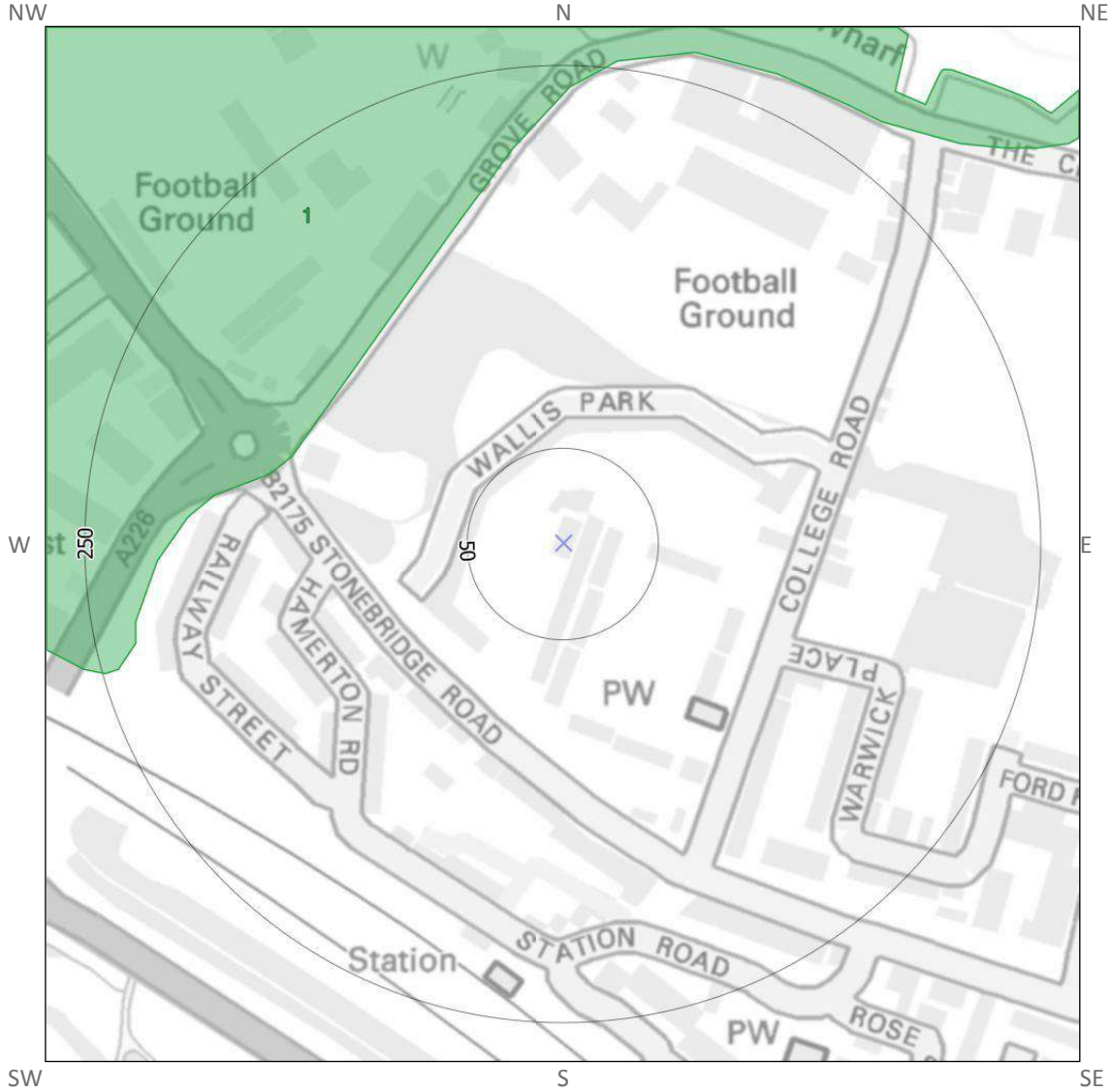
JBA Risk Management surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or “pluvial” flooding. This data set was produced by simulating 1 in 75 year, 1 in 200 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m “cell” of topographical mapping coverage. The maps include 7 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:

- Less than **0.1m** in a **1 in 1000** year rainfall event: **Negligible**
- Greater than **0.1m** in a **1 in 1000** year rainfall event: **Low**
- Between **0.1m and 0.3m** in a **1 in 200** year rainfall event: **Low to Moderate**
- Between **0.3m and 1m** in a **1 in 200** year rainfall event: **Moderate**
- Greater than **1m** in a **1 in 200** year rainfall event: **Moderate to High**
- Between **0.1m and 0.3m** in a **1 in 75** year rainfall event: **High**
- Between **0.3m to 1m** in a **1 in 75** year rainfall event: **Significant**
- Greater than **1m** in a **1 in 75** year rainfall event: **Highly Significant**

3. Environment Agency Historic Flooding

Historic Flood Outlines Map



Historic Flood Outlines Map

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3.1 Historic Flood Outlines

Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency?	Yes
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This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

The following records are displayed on the Historic Flood Outlines Map above:

ID	Distance (m)	Direction	Event Name	Date of flood	Flood Source	Flood Cause
1	142	NW	07301E900_FEB1953_D artford/Swanscombe	01-02-1953 05-02-1953	sea	overtopping of defences

Notes on Historic Flooding data

Over 23,500 separate events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

4. BGS Groundwater Flooding

4.1 Groundwater Flooding Susceptibility Areas

What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions?	Limited potential for groundwater flooding
Does this relate to Clearwater Flooding or Superficial Deposits Flooding?	Clearwater Flooding

Guidance: Where limited potential for groundwater flooding to occur is indicated, this means that although given the geological conditions there may be a groundwater flooding hazard, unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area, you need take no further action in relation to groundwater flooding hazard.

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 BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface. The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

Notes on Groundwater Flooding

The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

Groundwater flooding is assessed on a fourfold scale:

- The area is not considered to be prone to groundwater flooding based on rock type.
- There is limited potential for groundwater flooding to occur and further relevant information should be considered to determine this assessment.
- There is potential for groundwater flooding of property situated below the surface such as basements and other below surface infrastructure. Further relevant information should be considered to determine whether groundwater flooding has previously occurred.
- There is potential for groundwater flooding to occur at the surface and groundwater flooding hazard should be considered in all land use planning decisions. Other relevant information should be considered to establish the risk of groundwater flooding to property.

Contact Details

Groundsure Limited

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info@groundsure.com
08444 159 000

British Geological Survey Enquiries

Kingsley Dunham Centre, Keyworth, Nottingham
enquiries@bgs.ac.uk
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www.bgs.ac.uk

**British Geological Survey**

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**Environment Agency****JBA Risk Management**

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**Ordnance Survey**

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Tel: 08456 050505

**Flood Authority**

Flood Authority Name: Gravesham District (B)
Type: District
County Unitary Name: Kent County
Description: CIVIL ADMINISTRATION AREA

Getmapping PLC

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

**Watertight International Ltd**

The Old Rectory, Church Lane, Thornby, Northampton, NN6 8SN
0800 093 3463
<http://www.watertightinternational.com>



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Search Code

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This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if they find that you have suffered actual loss as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House

43-55 Milford Street

Salisbury

Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of 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: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@groundsure.com

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, E-mail: admin@tpos.co.uk.

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

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

"Beneficiary" means the person or entity for whose benefit the Client has obtained the Services.

"Client" means the party or parties entering into a Contract with Groundsure.

"Commercial" means any building or property which is not Residential.

"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

- (i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and
- (ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

"Support Services" means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

"Third Party Data Provider" means any third party providing Third Party Content to Groundsure.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Fees" has the meaning set out in clause 5.1.

"Groundsure" means Groundsure Limited, a company registered in England and Wales under number 03421028.

"Groundsure Materials" means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.

"Order" means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

"Order Website" means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.

"Residential" means any building or property used as or intended to be used as a single dwelling.

"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

"Services" means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

"Site" means the area of land in respect of which the Client has requested Groundsure to provide the Services.

"Third Party Content" means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

"User Guide" means the user guide, as amended from time to time, available upon request from Groundsure and on the website (www.Groundsure.com) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotation

2.1 Groundsure agrees to provide the Services in accordance with the Contract.

2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 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 writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure's acceptance of an Order shall be binding only when made in writing and signed by Groundsure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website

4 Reliance

4.1 The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

- (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, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. 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 (together "Fees").

5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure's invoice or such other period as may be agreed in writing between Groundsure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract,

the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:

- (i) not remove, suppress or modify any trade mark, 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 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;
- (v) not reformat or otherwise change (whether by modification, or otherwise) the Services (save that those acting for the Beneficiary in a professional capacity to the Beneficiary may provide advice based upon the Services) in the normal course of providing

advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person 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: Particular Attention Should Be Paid To This Clause

7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

- (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

8 Groundsure's right to suspend or terminate

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:

- (i) the Client fails to pay any sum due to Groundsure within 30 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 term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

8 Groundsure's right to suspend or terminate

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are
 - (a) supplied to the Client's specification(s) and in any event
 - (b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

- (i) 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 and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and
- (ii) 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 or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

11 Anti-Bribery

11.1 The Client warrants that it shall:

- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.

12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, 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.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 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 Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond Groundsure's reasonable control. In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 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.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website www.tpos.co.uk or email: admin@tpos.co.uk

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not

- (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and
- (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or Beneficiary from disclosing Confidential Information to the extent