

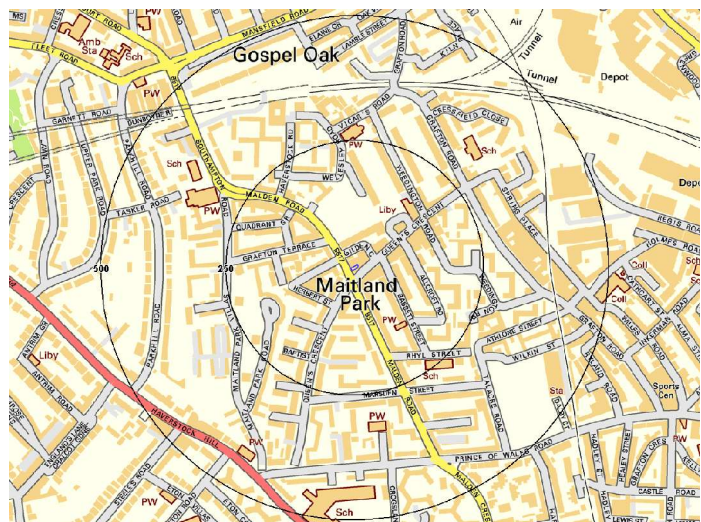
# Groundsure Siteguard

Siteguard Reference: SG-BAR-2542185

Address: 112, MALDEN ROAD, LONDON, NW5 4BY

Date: 21 Oct 2015

Client Reference: DPH\_1076361



Brought to you by Groundsure Limited



Report Reference: SG-BAR-2542185

Brought to you by Groundsure Limited

If you would like any further assistance regarding this report then please contact  
Siteguard Helpline on (T) 08444 159 000, email: [info@4c.groundsure.com](mailto:info@4c.groundsure.com)

Page 1

**Environmental Risk Assessment: 112, MALDEN ROAD, LONDON, NW5 4BY**

This report is brought to you by Groundsure, a leading environmental consultancy and is based on the professional review of pertinent data associated with the property and surrounding area.

**Conclusions**

Based on information gathered the property is considered to be:-

**Acceptable Environmental Risk.** (for banking security)

Does the property represent Acceptable Banking Security from an environmental risk perspective?	Yes
Is there a risk of statutory (e.g. Part IIA EPA 1990) or third party action being taken against the site?	Unlikely
Is there a risk that the property value may be impacted due to environmental liability issues?	Unlikely
What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?	Low

No significant recommendations have arisen in the course of this report being prepared.

**Additional Information**

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.

## Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC.  
© Copyright Getmapping PLC 2003. All Rights Reserved.

112, MALDEN ROAD, LONDON, NW5 4BY

Grid Reference: 528164,185009

Size of Site: 0.01 ha

**Report Reference: SG-BAR-2542185**

**Brought to you by Groundsure Limited**

If you would like any further assistance regarding this report then please contact  
Siteguard Helpline on (T) 08444 159 000, email: [info@4c.groundsure.com](mailto:info@4c.groundsure.com)

Risk Factor	On Site	Adjacent	Less Than 250m
<b>1. Past Land Use - 1:10,000 Scale Historical Data</b>			
Potentially Contaminative Historical Land Uses	No	No	Yes
<b>2. Incident and Registers</b>			
EA Recorded Pollution Incidents	No	No	No
EPA1990 Sites	No	No	No
<b>3. Landfill and Waste Sites</b>			
EA Operational Landfill Sites	No	No	No
EA Historic Landfill Sites	No	No	No
BGS Landfill Sites	No	No	No
Groundsure Local Authority Landfill Sites	No	No	No
Environmental Permitting Regulations (Waste) Sites	No	No	No
<b>4. Current Land Use Findings Data</b>			
Potentially Contaminative Industrial Sites	No	No	Yes
Petrol & Fuel Sites	No	No	Yes
Historic IPC Authorisations	No	No	No
Part A(1) and IPPC Authorisations	No	No	No
Part A(2) and Part B Authorisations	No	No	Yes
List 1 Dangerous Substance Authorisations	No	No	No
List 2 Dangerous Substance Authorisations	No	No	No
Red List Discharge Consents	No	No	No
<b>5. Hydrogeology</b>			
Groundwater Vulnerability & Soil Leaching Potential	No	No	No
Source Protection Zones	No	No	No
Groundwater Abstraction Licences	No	No	No
Surface Water Abstraction Licences	No	No	No
Potable Water Abstraction Licences	No	No	No
<b>6. Environmental Setting</b>			
Sites of Special Scientific Interest (SSSI)	No	No	No
National Nature Reserves (NNR)	No	No	No
Special Areas of Conservation (SAC)	No	No	No
Special Protection Areas (SPA)	No	No	No
Ramsar Sites	No	No	No
Local Nature Reserves (LNR)	No	No	No
World Heritage Sites	No	No	No
Environmentally Sensitive Areas	No	No	No
Areas of Outstanding Natural Beauty (AONB)	No	No	No
National Parks	No	No	No
Green Belt land	No	No	No
<b>7. Flood Risk</b>			
What is the Risk of Flooding from Rivers and the Sea (RoFRaS) for the study site?	Very Low	-	-
Has the site been subject to past flooding as recorded by the Environment Agency?	No	-	-

In the process of ordering this report the following questions were answered as detailed below:

What is the current use of the site?	Commercial - Retail
What is the intended use of the site?	Residential
Are you aware of any intention to redevelop the site? (e.g. will intrusive works be undertaken i.e. new build, not refurbishment)	Yes
Is there any significant bulk fuel or chemical storage contained within underground storage tanks etc (excluding septic tanks / LPG tanks)?	No
Distance to the nearest surface water feature:	None
Distance to the nearest residential property:	On Site

# 1. Historical Industrial Sites

## 1.1 Potentially Contaminative Uses identified from High Detail (1:10,000 scale) Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information:

Records of sites with a potentially contaminative past land use within 250m of the search centre: 1

The following records are not represented on Mapping:

Distance [m]	Direction	Use	Date
243.0	NW	Unspecified Station	1938

## 2. Incidents and Registers Findings

### 2.1 Environment Agency Recorded Pollution Incidents

#### National Incidents Recording System, List 2

Records of National Incidents Recording System, List 2 within 250m of the study site: 0

Database searched and no data found.

---

### 2.2 Sites Determined as Contaminated Land under Part 2A EPA 1990<sup>1</sup>

How many sites does the Local Authority hold information on under Section 78R of the Environmental Protection Act 1990 within 500m of the study site: 0

Database searched and no data found.

---

---

<sup>1</sup>Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

# 3 Landfill and Other Waste Sites Map



Landfill & Other Waste Sites Legend

© Crown copyright and database rights  
2015. Ordnance Survey license  
100035207.



## 3. Landfill and Other Waste Sites Findings

### 3.1 Landfill Sites

#### Environment Agency Registered Landfill Sites

Records from Environment Agency landfill data within 1000m of the study site: 0

Database searched and no data found.

---

#### Environment Agency Historic Landfill Sites

Records of historic landfill sites within 1500m of the study site: 0

Database searched and no data found.

---

#### BGS/DoE Landfill Site Survey

Records of non-operational landfill sites within 1500m of the study site: 0

Database searched and no data found.

---

#### Groundsure Local Authority Landfill Sites Data

Records of landfill sites within 1500m of the study site: 0

Database searched and no data found.

## 3. Landfill and Other Waste Sites Findings

### 3.2 Other Waste Sites

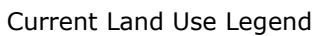
#### Environmental Permitting Regulations (Waste) Sites

Records of Environment Agency waste sites within 1500m of the study site:

2

The following waste treatment, transfer or disposal sites are represented as points on the Landfill and Other Waste Sites map:

ID	Distance [m]	Direction	Address	Type	Size	Status
1	581.0	E	Camden London Borough Council, Recycling Centre, Regis Road, Kentish Town, London, NW5 3EP	Household Waste Amenity Site	Small	Transferred
Not shown	1093.0	SE	-	Household Waste Amenity Site	Small	Surrendered



▲ Part A(2) and Part B  
Authorised Processes

## 4. Current Land Use Findings

### 4.1 Current Industrial Sites Data

Records of potentially contaminative industrial sites within 250m of the study site:

7

The following Industrial records are represented as points on the Current Land Use map:

ID	Distance [m]	Direction	Company / Description	Address	Activity	Category
1	80.0	SW	Electricity Sub Station	NW5	Electrical Features	Infrastructure and Facilities
2	82.0	E	Fix a Phone & Laptop	82a, Queens Crescent, London, NW5 4EB	Electrical Equipment Repair and Servicing	Repair and Servicing
3	182.0	NW	Court Service Station	160, Malden Road, London, NW5 4BT	Vehicle Repair, Testing and Servicing	Repair and Servicing
4A	218.0	NW	Sapphire Stone	163, Malden Road, London, NW5 4HT	Furniture	Consumer Products
5A	218.0	NW	Stitched Furnishings	163, Malden Road, Kentish Town London, NW5 4HT	Furniture	Consumer Products
6	227.0	NW	Holders	169-173, Malden Road, London, NW5 4HT	Furniture	Consumer Products
7	238.0	NE	A A Gold	155-161, Grafton Road, London, NW5 4AY	New Vehicles	Motoring

### 4.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site:

1

The following petrol or fuel site records provided by Catalist are represented as points on the Current Land Use map:

ID	Distance [m]	Direction	Company	Address	Status
8	138.0	N	Obsolete	Court Service Station, 160A, Malden Road, Malden Road, Kentish Town, London, Greater London, NW5 4BT	Obsolete

## Industrial Sites Holding Licence and/or Authorisations

Searches of information provided by the Environment Agency/Local Authority reveal the following information:

### 4.3 Part A(1), IPPC and IPC Authorisations

Records of Historic IPC Authorisations within 1000m of the study site:

0

Database searched and no data found.

Records of Part A(1) and IPPC Authorisations within 1000m of the study site:

0

Database searched and no data found.

## 4.4 Part A(2) Part B Authorisations

Records of Part A(2) and Part B Authorisations within 250m of the study site:

4

The following Part B Authorisations (LAAPC Processes) records are represented as points on the Current Land Use map:

ID	Distance [m]	Direction	Address	Local Authority	Processes Undertaken
9B	39.0	E	Moderna Dry Cleaners, 70 Queens Crescent, NW5 4EE	Camden London Borough Council	Dry Cleaner:N/A:N/A
10B	39.0	E	Moderna Dry Cleaners, 70 Queens Crescent, NW5 4EE	Camden London Borough Council	Dry Cleaner:N/A:N/A
11A	237.0	NW	Visage, 171 Malden Road, London, Greater London, NW5 4HT	Camden London Borough Council	Dry Cleaner:N/A:N/A
12A	237.0	NW	Visage, 171 Malden Road, NW5 4HT	Camden London Borough Council	Dry Cleaner:N/A:N/A

## 4.5 List 1 Dangerous Substance Authorisations

Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:

0

Database searched and no data found.

## 4.6 List 2 Dangerous Substance Authorisations

Records of List 2 Dangerous Substances Inventory Sites within 500m of the study site:

0

Database searched and no data found.

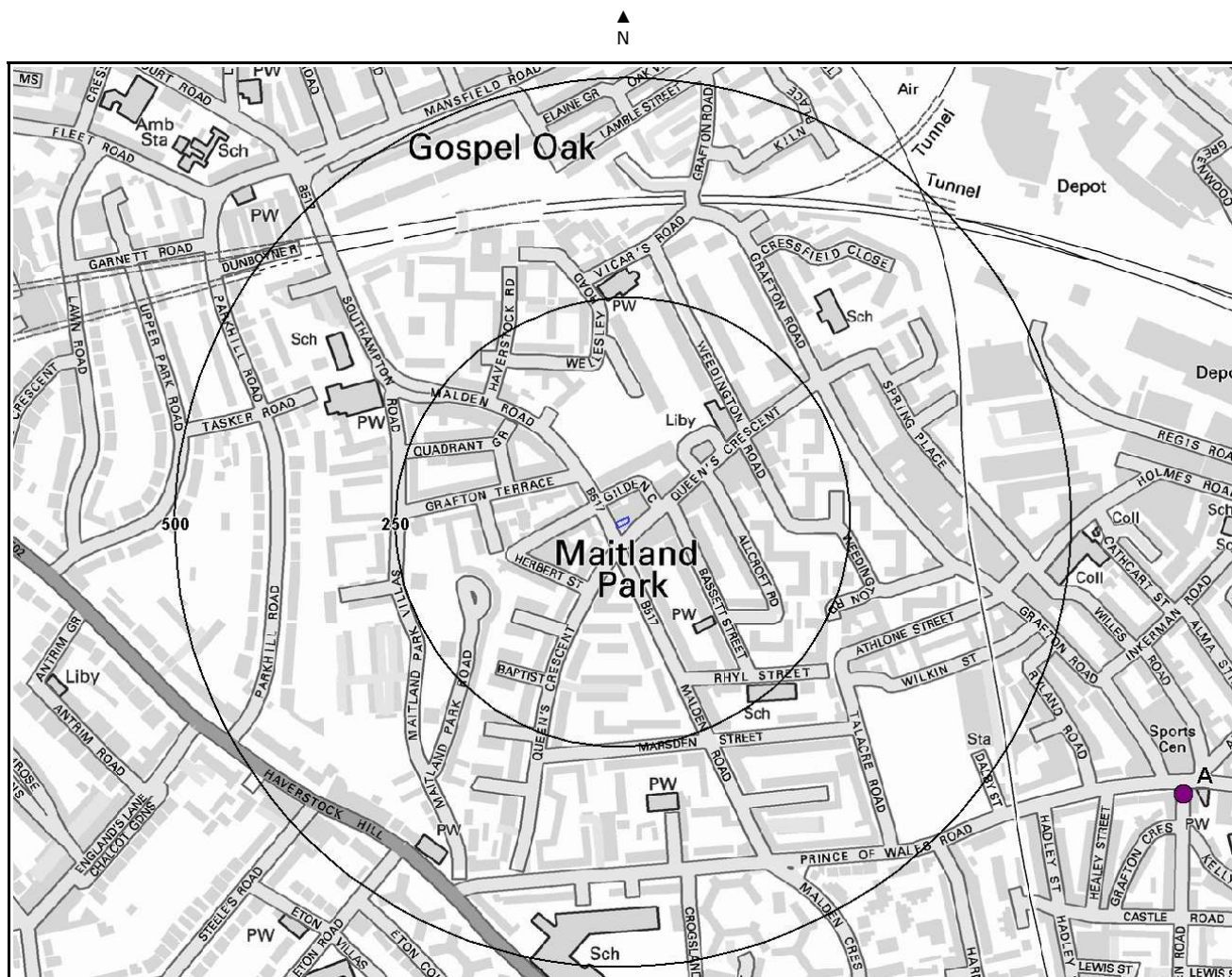
## 4.7 Red List Discharge Consents

Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site:

0

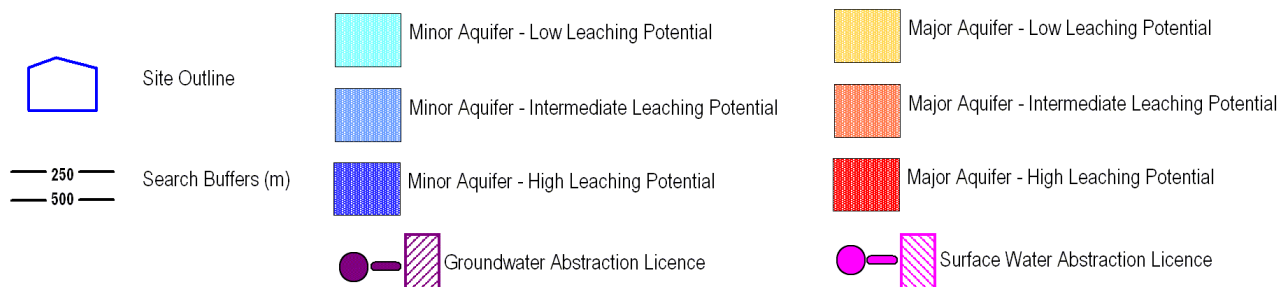
Database searched and no data found.

# 5a Hydrogeology - Aquifer and Abstraction Licence Map

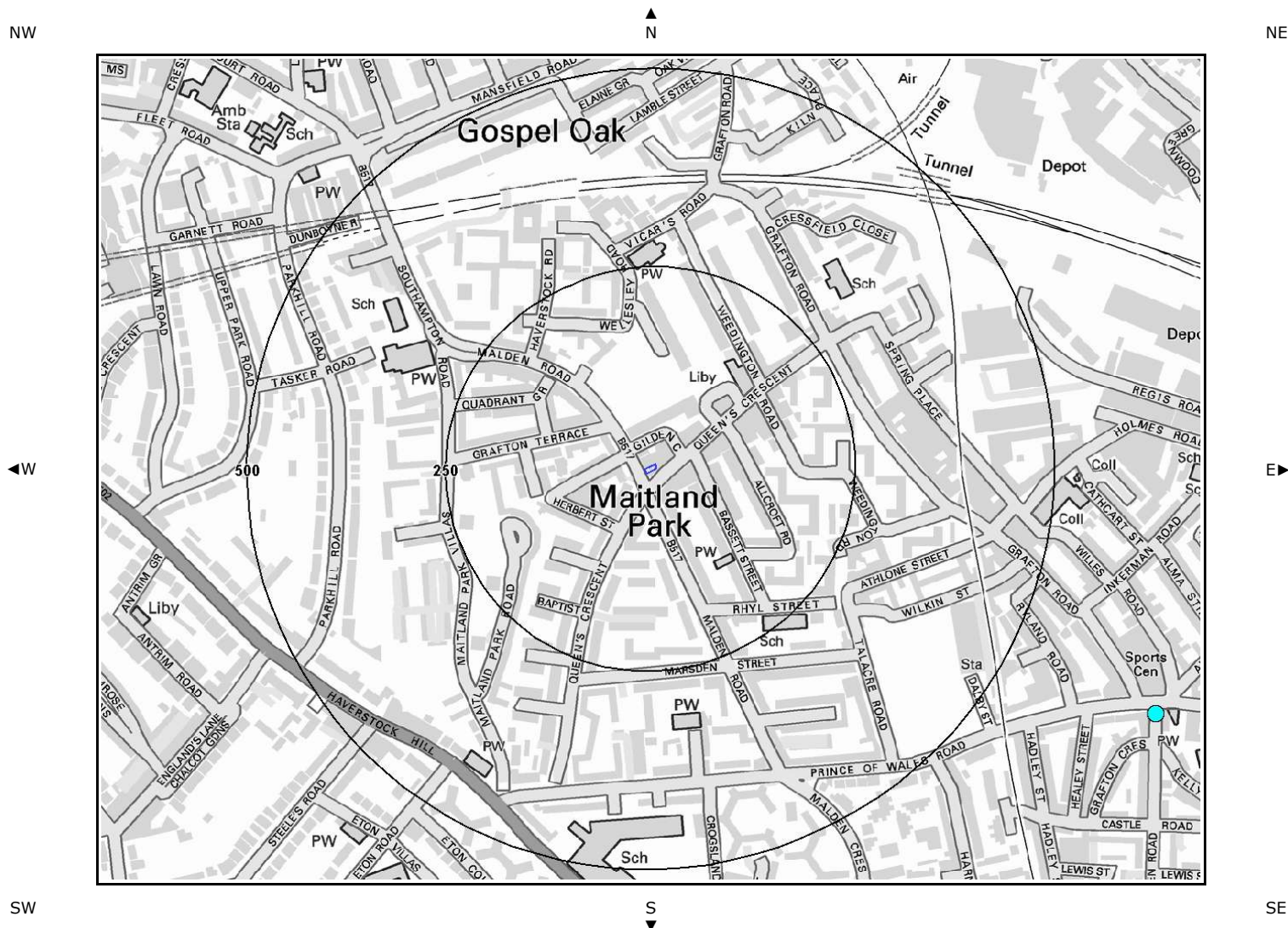


## Hydrogeology Legend

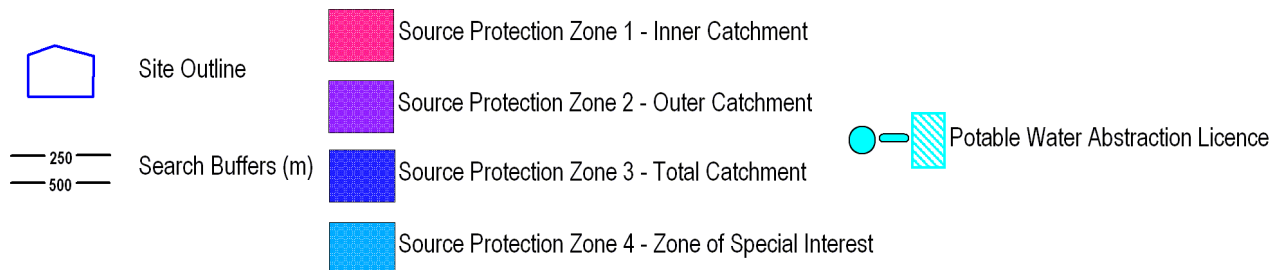
© Crown copyright and database rights  
2015. Ordnance Survey license  
100035207.



# 5b Hydrogeology - SPZ and Potable Water Abstraction Map



## Hydrogeology Legend



© Crown copyright and database rights  
2015. Ordnance Survey license  
100035207.

## 5. Hydrogeology

### 5.1 Groundwater Vulnerability and Soil Classification

Records of aquifer and soil classification within 200m of the study site:

Database searched and no data found.

### 5.2 Source Protection Zones

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

No

Database searched and no data found.

### 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 and Abstraction Licence Map 5A:

ID	Distance [m]	Direction	NGR	Details
1A	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Process Water Direct Source: Thames Groundwater Point: Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: 25/5/2012 Version End Date:
2A	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Laundry Use Direct Source: Thames Groundwater Point: Two Bores At Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: 5/4/2012 Version End Date:
3A	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Commercial/Industrial/Public Services Direct Source: Thames Groundwater Point: Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: 25/5/2012 Version End Date:
4A	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Process Water Direct Source: Thames Groundwater Point: Two Bores At Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: 5/4/2012 Version End Date:

5A	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Commercial/Industrial/Public Services Direct Source: Thames Groundwater Point: Two Bores At Kentish Town Sports Centre, Prince Of Wales St Data Type: Point	Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: 5/4/2012 Version End Date:
----	-------	----	---------------	---	---

## 5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site? No

Database searched and no data found.

## 5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 1000m 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 Map 5A:

ID	Distance [m]	Direction	NGR	Details
1	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Commercial/Industrial/Public Services Direct Source: Thames Groundwater Point: Two Bores At Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: Version End Date:
2	700.0	SE	528800,184700	Licence No: 28/39/39/0091 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Commercial/Industrial/Public Services Direct Source: Thames Groundwater Point: Kentish Town Sports Centre, Prince Of Wales St Data Type: Point Original Application No: NPS/WR/010565 Original Start Date: 13/6/1966 Expiry Date: - Issue No: 101 Version Start Date: Version End Date:

# 6 Environmental Setting Map

NW

N

NE

W

E

SW

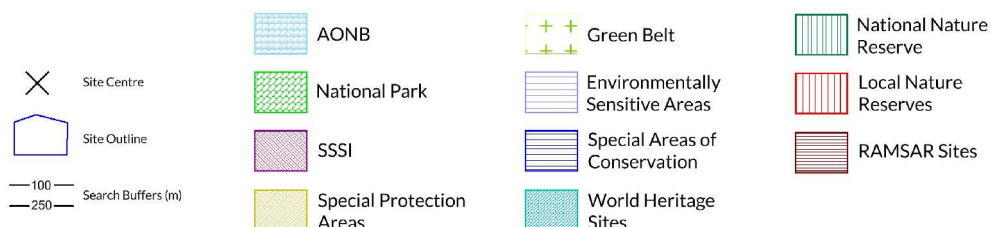
S

SE



## Environmental Setting Legend

© Crown copyright and database rights  
2015. Ordnance Survey license  
100035207.



# 6.Environmental Setting Findings

## 6.1 Designated Sites

Presence of sites of ecological and landscape value within 2000m of the study site? Yes

Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site: 0

Database searched and no data found.

Records of National Nature Reserves (NNR) within 2000m of the study site: 0

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 2000m of the study site: 0

Database searched and no data found.

Records of Special Protection Areas (SPA) within 2000m of the study site: 0

Database searched and no data found.

Records of Ramsar sites within 2000m of the study site: 0

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 2000m of the study site: 1

The following Local Nature Reserve (LNR) records provided by Natural England/Natural Resources Wales are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance [m]	Direction	LNR Name	Data Source
1	668.0	W	Belsize Wood	Natural England

Records of World Heritage Sites within 2000m of the study site: 0

Database searched and no data found.

Records of Environmentally Sensitive Areas within 2000m of the study site: 0

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site: 0

Database searched and no data found.

Records of National Parks (NP) within 2000m of the study site: 0

Database searched and no data found.

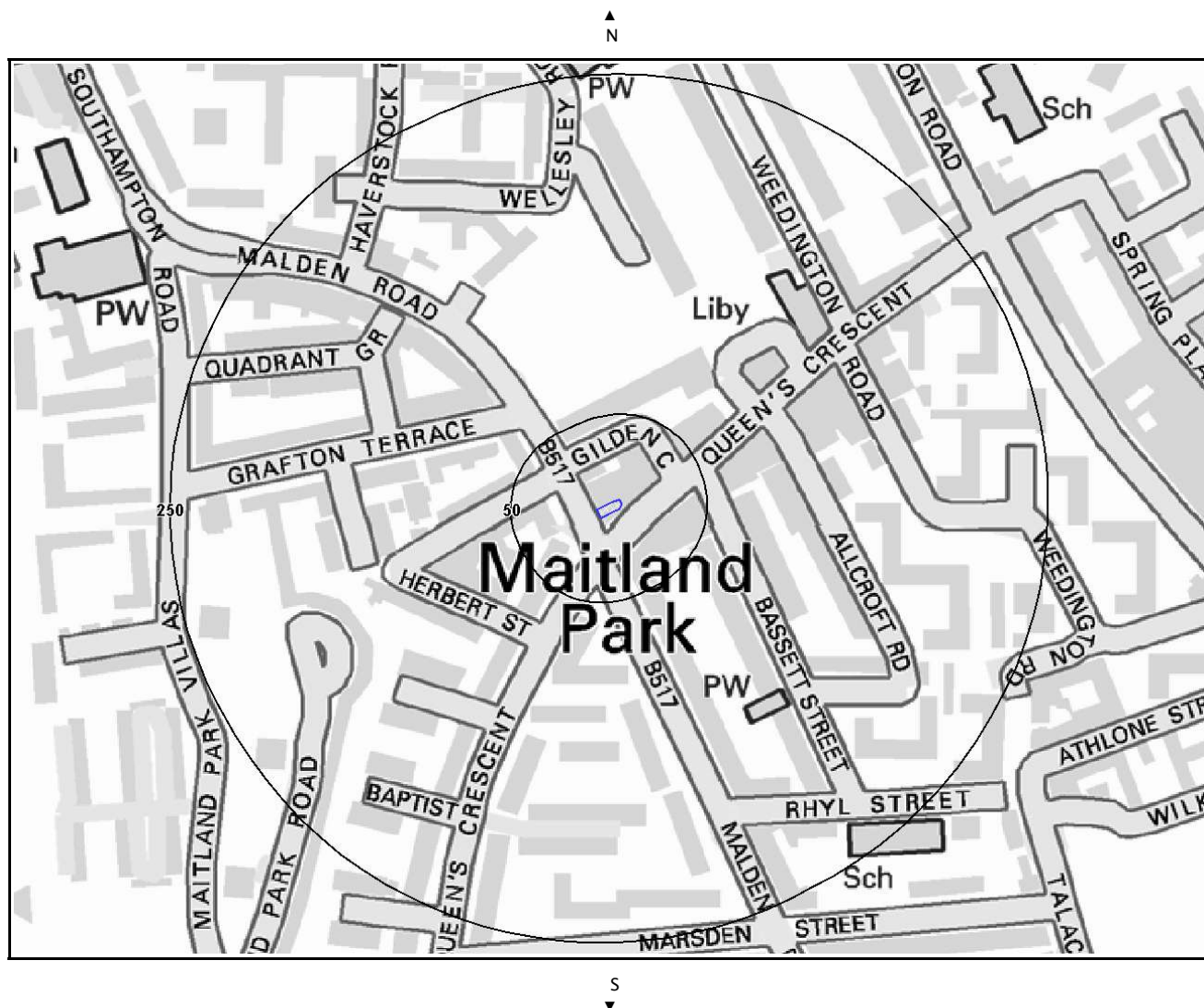
---

Records of Green Belt land within 2000m of the study site:

0

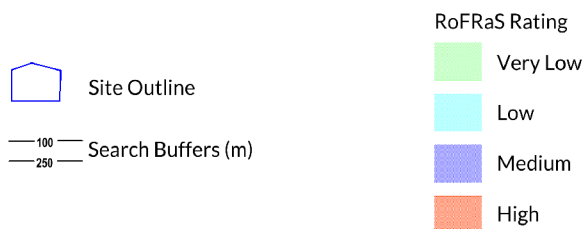
Database searched and no data found.

# 7 Environment Agency RoFRaS Flooding Map



Environment Agency RoFRaS Flood  
Legend

© Crown copyright and database rights  
2015. Ordnance Survey license  
100035207.



## 7. Flooding

### 7.1 Environment Agency Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the highest risk of flooding onsite?

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.

A number of major insurance companies refer to this information within their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a High risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas, are advised to sign up to the Environment Agency's Flood Warning scheme

Any relevant data within 250m is represented on Map 7– RoFRaS Flooding.

---

### 7.2 Historic Flood Outlines

Has the site been subject to historic flooding as recorded by the Environment Agency?

No

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. Absence of a historic flood event outline does not mean the site has never flooded, and a record of a flood event at the site does not necessarily mean that the site will flood again.

---

## 8. Contacts

### Groundsure

Telephone: 08444 159 000  
info@4c.groundsure.com  
Lees House, 21 Dyke Road, Brighton, BN1 3FE



### British Geological Survey (England & Wales)

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

Tel: 08708 506 506  
North East Thames  
Apollo Court - Bishops Square Business Pk, Hatfield, AL10  
9EX  
Web: www.environment-agency.gov.uk  
Email: enquiries@environment-agency.gov.uk



### Ordnance Survey

Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505



### Local Authority

London Borough of Camden. Address: Camden Town Hall,  
Judd Street, London, WC1H 9JE. Web:  
http://www.camden.gov.uk/. Tel: 020 7974 4444

### Get Mapping PLC

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



### CoPSO

The Old Rectory, Church Lane, Thornby, Northants NN6 8SN  
Tel: 0871 4237191  
(www.copso.org.uk)



### Acknowledgments

© Crown Copyright 2003. All Rights Reserved.

Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, Natural England who retain the Copyright and Intellectual Property Rights for the data.

PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028].

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

## **Search Code**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.Groundsure.com](mailto:info@4C.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
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- 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](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

## 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@4C.Groundsure.com](mailto:info@4C.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](mailto: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.

**"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](http://www.Groundsure.com)) and forming part of this Contract.

### 2 Scope of Services, terms and conditions, requests for insurance and quotations

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, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is 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 subcontractors;

(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 compulsorily 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.

## **9. Client's Right to Terminate and Suspend**

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.

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 any Beneficiary from disclosing Confidential Information to the extent required by law.