

# 7 Flooding

## 7.1 River and Coastal Zone 2 Flooding

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

Environment Agency Zone 2 floodplains estimate the annual probability of flooding as between 1 in 1000 (0.1%) and 1 in 100 (1%) from rivers and between 1 in 1000 (0.1%) and 1 in 200 (0.5%) from the sea. Any relevant data is represented on Map 7a – Flood Map for Planning:

Database searched and no data found.

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## 7.2 River and Coastal Zone 3 Flooding

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

Zone 3 shows the extent of a river flood with a 1 in 100 (1%) or greater chance of occurring in any year or a sea flood with a 1 in 200 (0.5%) or greater chance of occurring in any year. Any relevant data is represented on Map 7a – Flood Map for Planning.

Database searched and no data found.

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## 7.3 Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating

What is the highest risk of flooding onsite? Very Low

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 probability that the flood defences will overtop or breach by considering their location, type, condition and standard of protection.

RoFRaS data for the study site indicates the property is in an area with a Very Low (less than 1 in 1000) chance of flooding in any given year.

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## 7.4 Flood Defences

Are there any Flood Defences within 250m of the study site? No  
Database searched and no data found.

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## 7.5 Areas benefiting from Flood Defences

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

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## 7.6 Areas benefiting from Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?

No

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## 7.7 Groundwater Flooding Susceptibility Areas

7.7.1 Are there any British Geological Survey groundwater flooding susceptibility areas within 50m of the boundary of the study site? No

Notes: Groundwater flooding may either be associated with shallow unconsolidated sedimentary aquifers which overlie unproductive aquifers (Superficial Deposits Flooding), or with unconfined aquifers (Clearwater Flooding).

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

Not Prone

The area is not considered to be prone to groundwater flooding based on rock type.

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## 7.8 Groundwater Flooding Confidence Areas

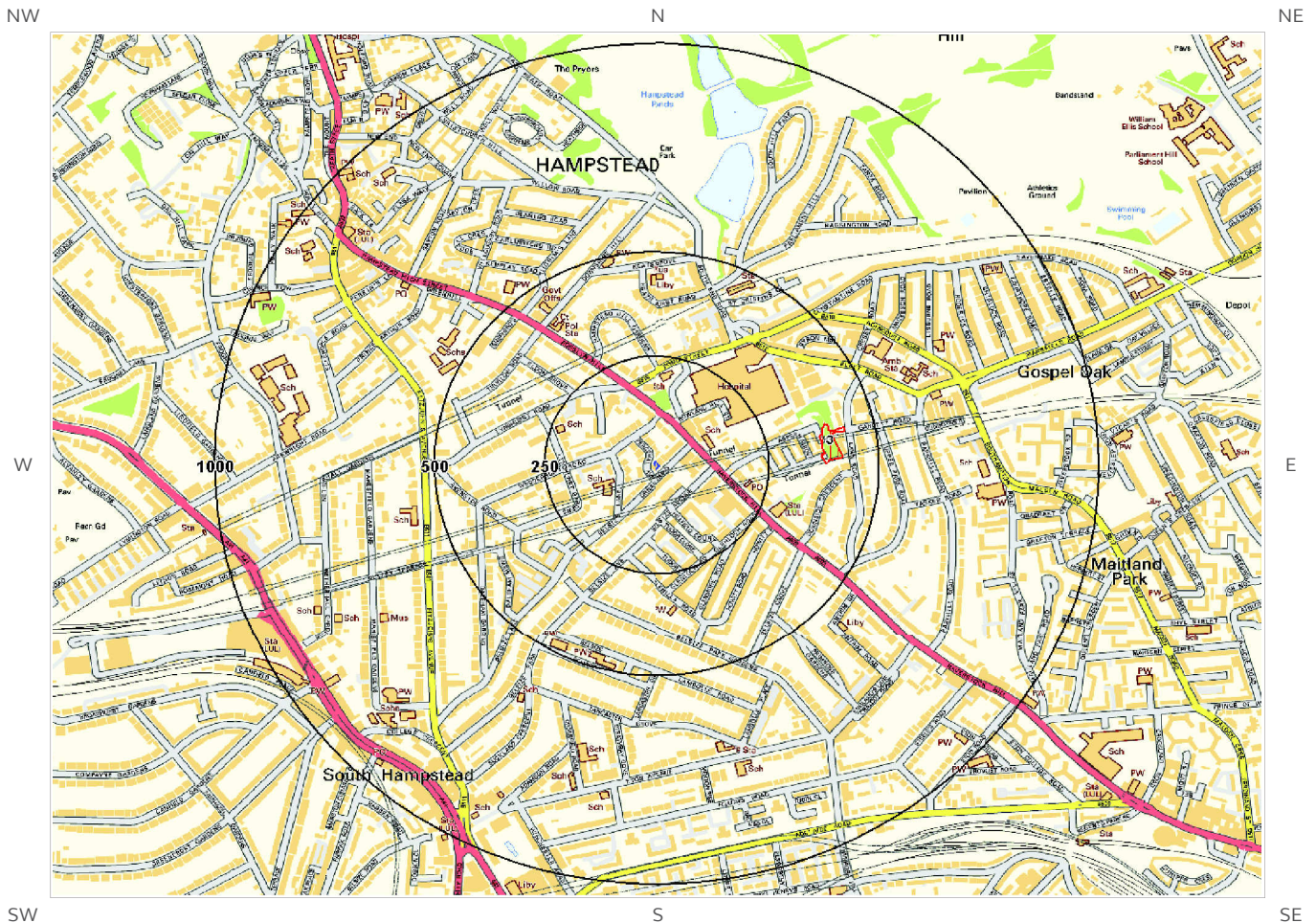
What is the British Geological Survey confidence rating in this result?

Not Applicable

Notes: Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

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

# 8. Designated Environmentally Sensitive Sites Map



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# 8. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 2000m of the study site? Yes

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

2

The following Site of Special Scientific Interest (SSSI) records provided by Natural England/Natural Resources Wales are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	SSSI Name	Data Source
Not shown	1549	N	Hampstead Heath Woods	Natural England
Not shown	1813	N	Hampstead Heath Woods	Natural England

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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### 8.5 Records of Ramsar sites within 2000m of the study site:

0

Database searched and no data found.

### 8.6 Records of Ancient Woodland within 2000m of the study site:

2

The following records of Designated Ancient Woodland provided by Natural England/Natural Resources Wales are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	Ancient Woodland Name	Data Source
Not shown	1557	N	UNKNOWN	Ancient and Semi-Natural Woodland
Not shown	1567	NW	UNKNOWN	Ancient and Semi-Natural Woodland

### 8.7 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
3	370	E	Belsize Wood	Natural England

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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**8.12 Records of Nitrate Sensitive Areas within 2000m of the study site:**

0

Database searched and no data found.

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**8.13 Records of Nitrate Vulnerable Zones within 2000m of the study site:**

0

Database searched and no data found.

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

0

Database searched and no data found.

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# 9. Natural Hazards Findings

## 9.1 Detailed BGS GeoSure Data

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

### 9.1.1 Shrink Swell

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

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

Hazard
Ground conditions predominantly high plasticity. Do not plant or remove trees or shrubs near to buildings without expert advice about their effect and management. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a probable increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a probable increase in insurance risk during droughts or where vegetation with high moisture demands is present.

### 9.1.2 Landslides

What is the maximum Landslide\* hazard rating identified on the study site? Very Low

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

Hazard
Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

### 9.1.3 Soluble Rocks

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

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

Hazard
Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

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

### 9.1.4 Compressible Ground

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

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

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**Hazard**

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

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### 9.1.5 Collapsible Rocks

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

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

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**Hazard**

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

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### 9.1.6 Running Sand

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

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

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**Hazard**

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

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## 9.2 Radon

### 9.2.1 Radon Affected Areas

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level.

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



### 9.2.2 Radon Protection

Is the property in an area where Radon Protection are required for new properties or extensions to existing

ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary.

# 10. Mining

## 10.1 Coal Mining

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

Database searched and no data found.

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## 10.2 Non-Coal Mining

Are there any Non-Coal Mining areas within 50m of the study site boundary? No

Database searched and no data found.

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## 10.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? No  
Guidance: No Guidance Required.

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# Contact Details

**Groundsure Helpline**  
Telephone: 08444 159 000  
info@groundsure.com

**British Geological Survey Enquiries**

Kingsley Dunham Centre  
Keyworth, Nottingham NG12 5GG  
Tel: 0115 936 3143.  
Fax: 0115 936 3276.  
Email:

Web:[www.bgs.ac.uk](http://www.bgs.ac.uk)

BGS Geological Hazards Reports and general geological enquiries:  
[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)

**Environment Agency**

National Customer Contact Centre, PO Box 544  
Rotherham, S60 1BY  
Tel: 08708 506 506

Web:[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

Email:[enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

**Public Health England**

Public information access office  
Public Health England, Wellington House  
133-155 Waterloo Road, London, SE1 8UG  
[www.gov.uk/phe](http://www.gov.uk/phe)

Email:[enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)

Main switchboard: 020 7654 8000

**The Coal Authority**

200 Lichfield Lane  
Mansfield  
Notts NG18 4RG  
Tel: 0345 7626 848  
DX 716176 Mansfield 5  
[www.coal.gov.uk](http://www.coal.gov.uk)

**Ordnance Survey**

Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505

**Local Authority**

Authority: London Borough of Camden  
Phone: 020 7974 4444

Web: <http://www.camden.gov.uk/>

Address: Camden Town Hall, Judd Street, London, WC1H 9JE

**Gemapping PLC**

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



**Groundsure**  
LOCATION INTELLIGENCE



**British Geological Survey**

NATURAL ENVIRONMENT RESEARCH COUNCIL



**Environment Agency**



**Public Health England**



**The Coal Authority**



Acknowledgements: 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.

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

## 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) 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 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.

## 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.

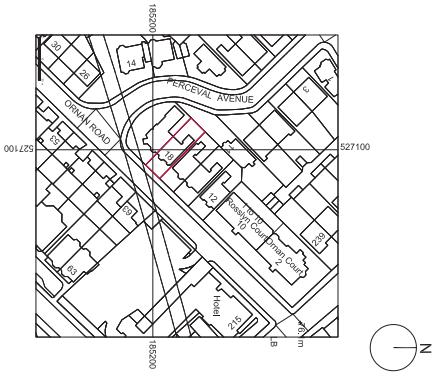
12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website [www.tpos.co.uk](http://www.tpos.co.uk) or email: [admin@tpos.co.uk](mailto: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 any Beneficiary from disclosing Confidential Information to the extent required by law. © Groundsure Limited June 2013

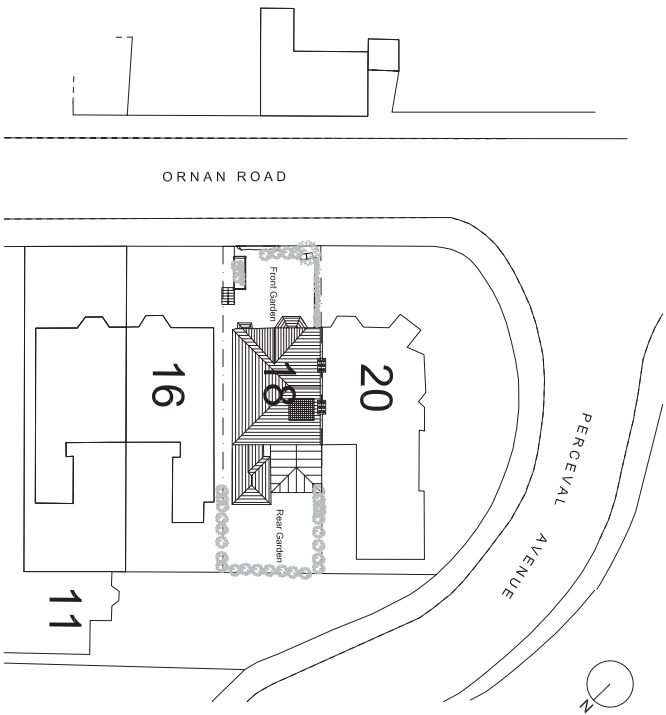


# APPENDIX B

Site plans and elevations



1 Location Plan  
SCALE 1:1250 @ A1



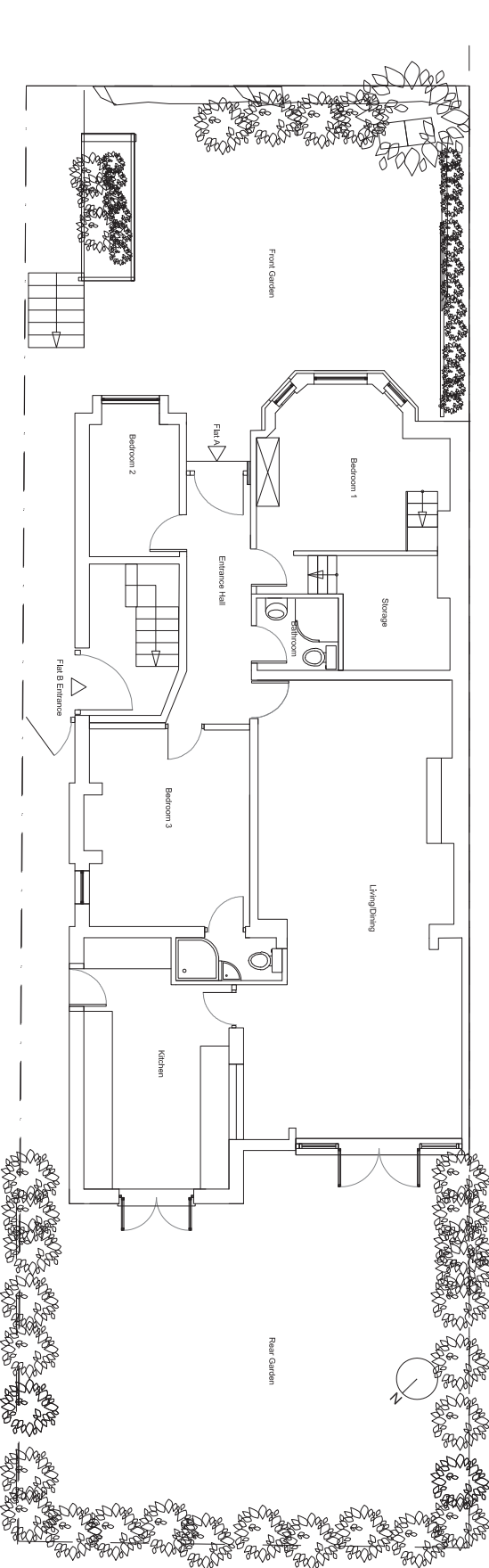
2 Existing Site Plan  
SCALE 1:250 @ A1



Rear Elevation



Front Elevation



3 Existing Ground Floor Plan  
SCALE 1:50 @ A1

A. Engineering action incorporated: Apr'13			
Rev.	Amendments	Date	CHKD
Client	Mr & Mrs J Khatami		
Project	18 Ornan Road London NW3 4PX		
Title Existing Site, Ground Floor and Location Plans and Photographs			
Date	Rev	Scale	
Drawn	05	1:50	AS/SHM
Checked	SS	1:50	AS/SHM
Approved	SS	1:50	AS/SHM
Drawing No.	1206-667-001		Rev. A

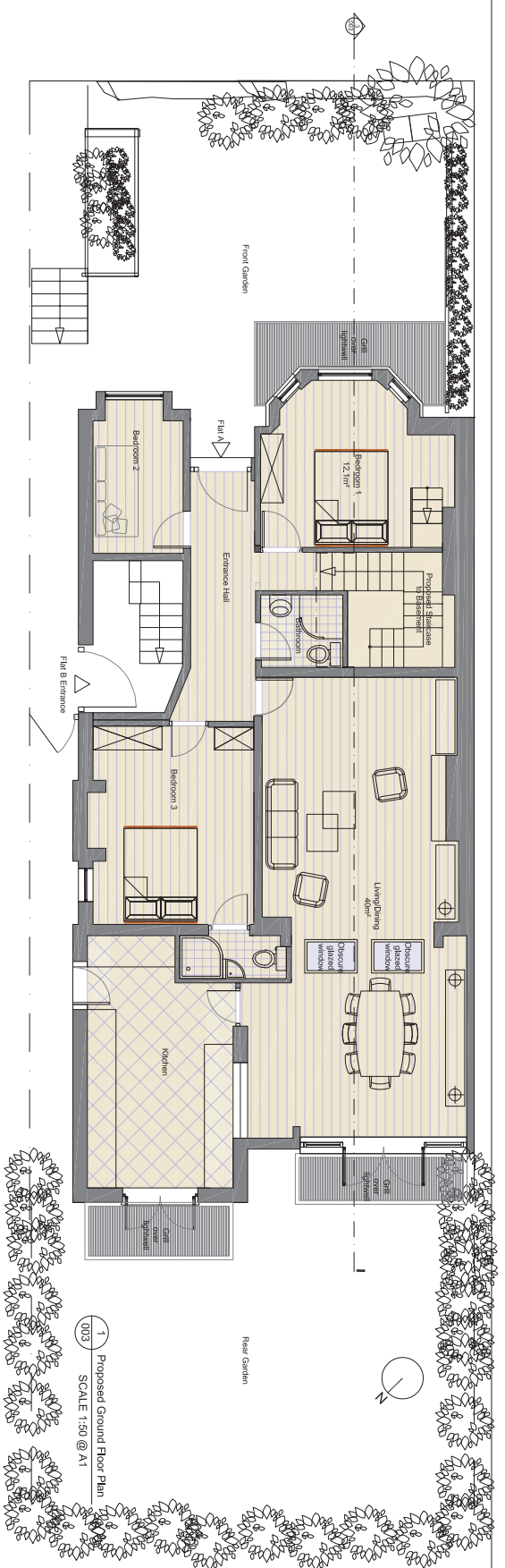


1 Existing Front Elevation  
SCALE 1:50 @ A1

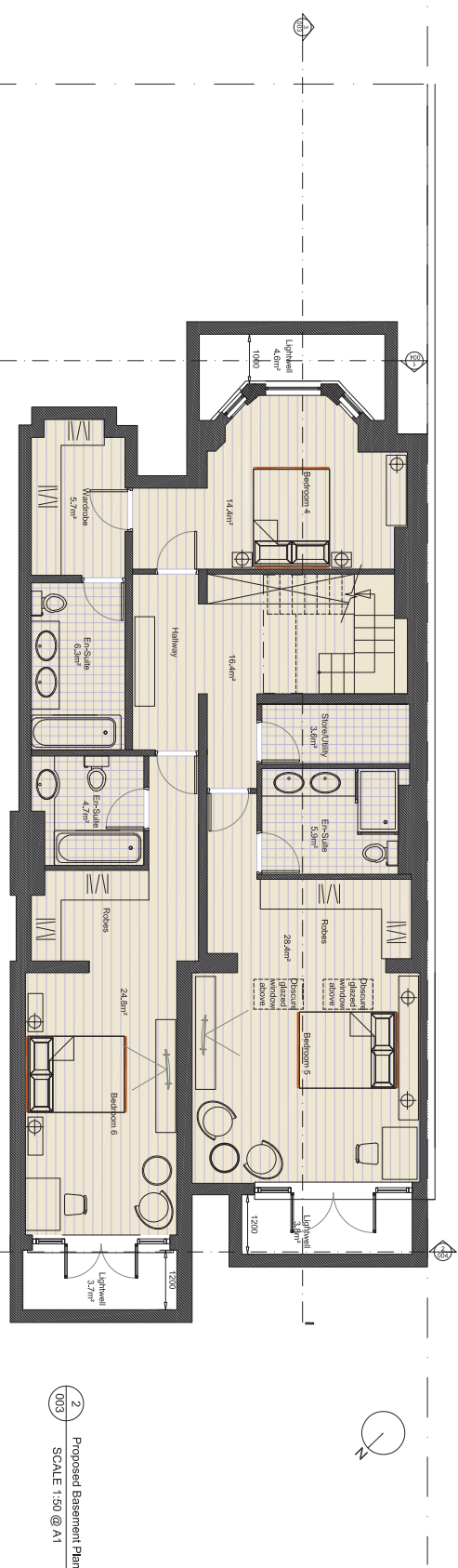
2 Existing Rear Elevation  
SCALE 1:50 @ A1



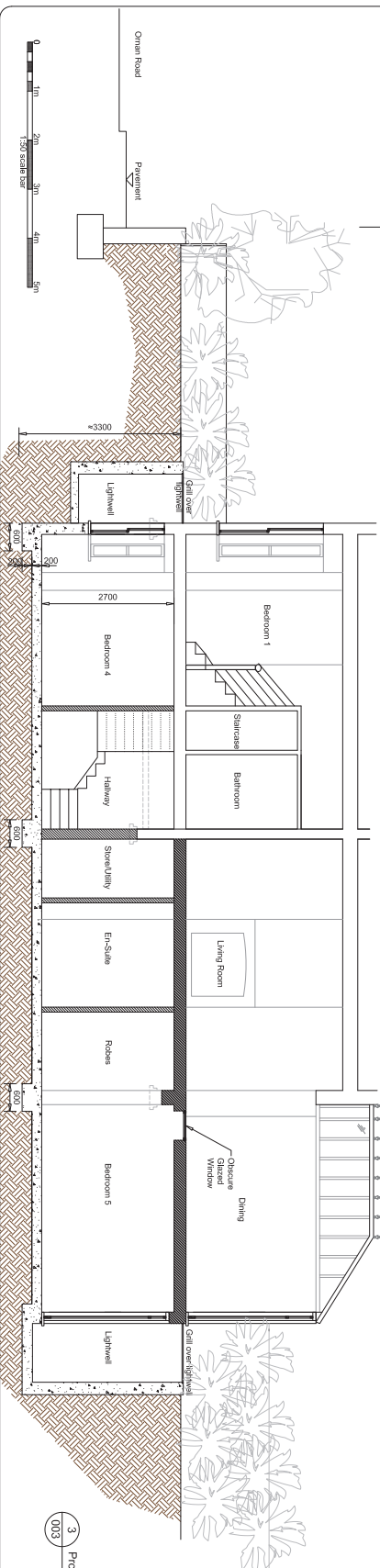
<p><b>Project</b> 18 Orman Road London NW3 4PX</p>			
<p><b>Client</b> S T S Structural Engineering Ltd 1206-667-002</p>			
<p><b>Drawings</b> 1206-667-002</p>			
<b>Drawn</b> OS	<b>Date</b> 16/1/12	<b>Scale</b>	
<b>Checked</b> SS	<b>Date</b> 16/1/12	<b>Scale</b>	1:50
<b>Approved</b> SS	<b>Date</b> 16/1/12	<b>Size</b>	A1
<b>Drawing No.</b>	<b>1206-667-002</b>	<b>Rev.</b>	<b>A</b>



1 Proposed Ground Floor Plan  
003 SCALE 1:50 @ A1



2 Proposed Basement Plan  
003 SCALE 1:50 @ A1



3 Proposed Longitudinal Section  
003 SCALE 1:50 @ A1

NOTES

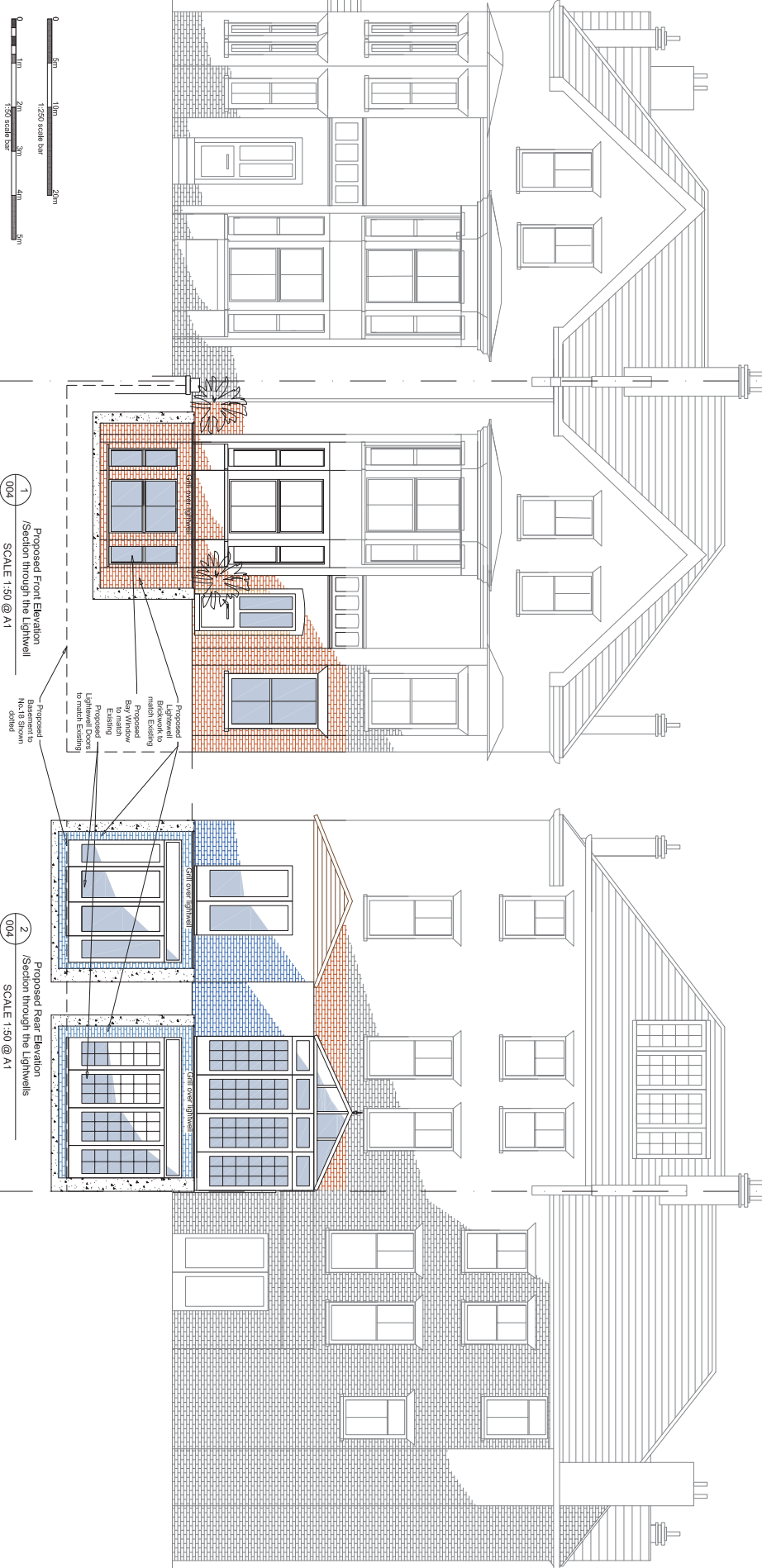
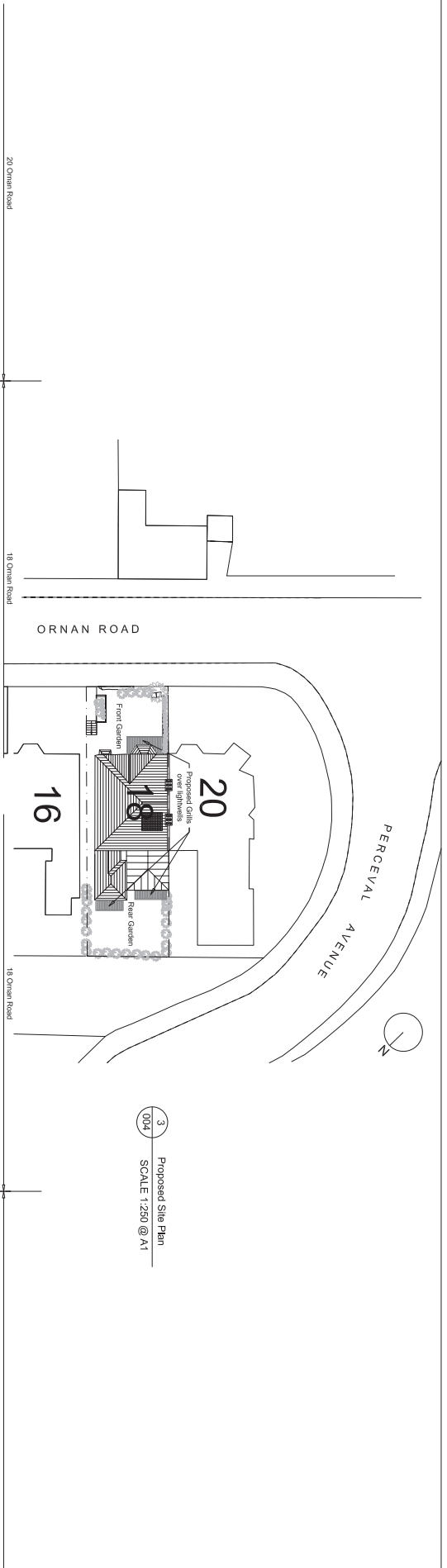
Rev.	Description	Date	Checked
A	Engineering action incorporated	Apr '13	SS
Revisions			
Client	Mr & Mrs J. Khanani		

**S T S Structural Engineering Ltd**  
 2, Broomfield Way, Broomfield, Essex, SSO 1 2JG  
 Tel: 0206 880100 Fax: 0206 880101  
 www.sts-engineering.co.uk

Project  
 18 Oman Road  
 London NW3 4PX

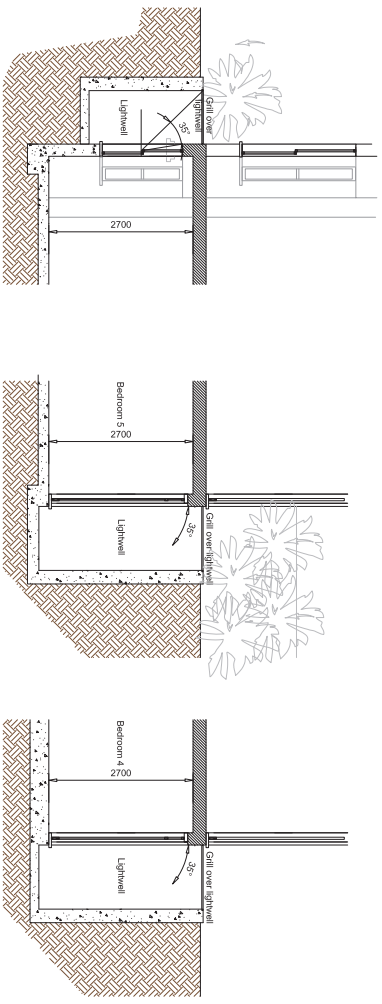
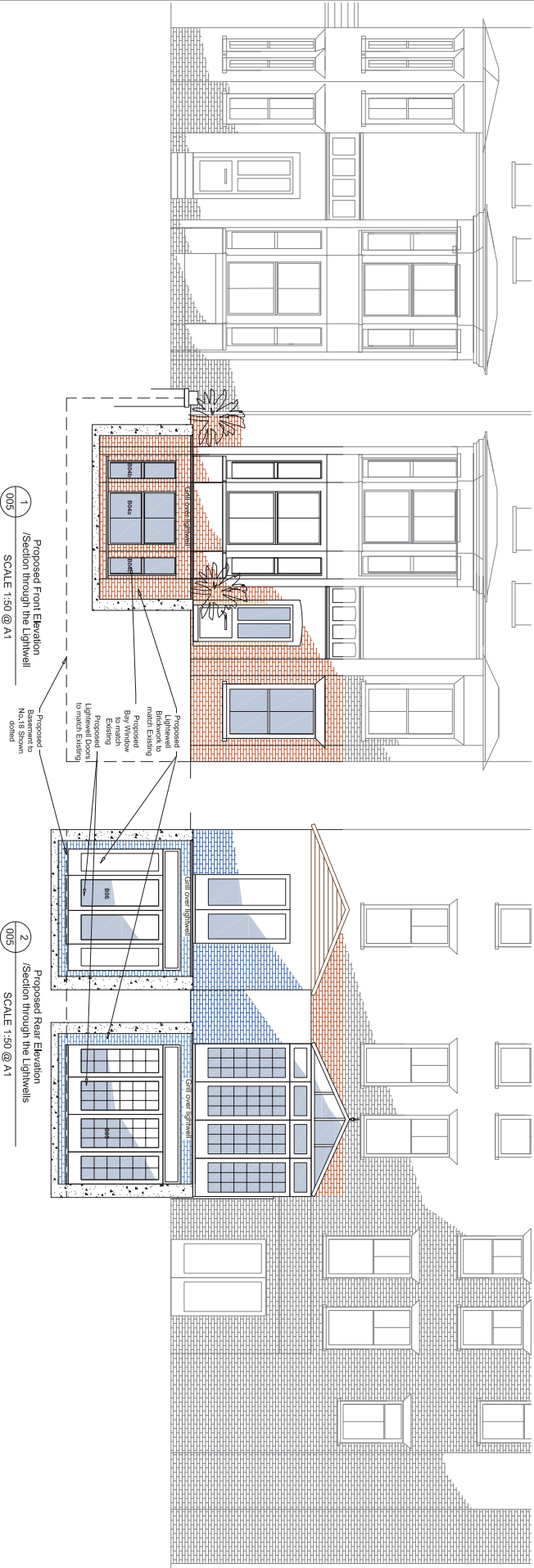
Title  
 Proposed Basement and Ground Floor Plans  
 and Longitudinal Section

Drawn No.	1206-667-003	Rev.	B
Issue	03	Date	Nov '12
Checked	SS	Date	Nov '12
Approved	SS	Date	Nov '12
Scale	1:50	Size	A1



Project		MWS 4PX	
London MWS 4PX			
S.T.S. Structural Engineering Ltd 1200-667-004			
Client: M & Mrs J. Khanani			
Rev. A: Engineering action incorporated		Date: Apr '13	
Rev. Amendments		Date: CHAD	
Title: Proposed Elevations/Sections through the Lightwells and Site Plan			
Date:	OS Date:	Rev. 1/2	Scale: AS SHOWN
Checked:	SS Date:	Rev. 2	Size: A1
Approved:	SS Date:	Rev. 2	Size: A1
Drawing No.:	1200-667-004		Rev.:
			A





1 Proposed Partial Sections  
SCALE 1:100 @ A1

N.B This simulation that about 90% of the grille would be open and about 10% solid. On this basis 70% of the daylight reaching the centre of the window would be blocked. The true level of internal daylight would be significantly lower than the value shown above the British standard and BREE recommended level for a bedroom.

**Average Daylight Factor**

ADP Room =  $\frac{1 \times A_w \times \theta}{A_f \times (1-F_0)} = \frac{0.8 \times 2.14m^2 \times 35^\circ}{7.9m^2 \times (1-0.27)} = 1.1\%$

ADP Bed =  $\frac{1 \times A_w \times \theta}{A_f \times (1-F_0)} = \frac{0.8 \times 0.80m^2 \times 35^\circ}{2.2m^2 \times (1-0.27)} = 0.41\%$

ADP Bed =  $\frac{1 \times A_w \times \theta}{A_f \times (1-F_0)} = \frac{0.8 \times 0.80m^2 \times 35^\circ}{7.9m^2 \times (1-0.27)} = 0.41\%$

ADP Bed = ADP Bed + ADP Bed =  $1.82 + 0.41 = 1.43\% \approx 1\%$

ADP Bed =  $\frac{1 \times A_w \times \theta}{A_f \times (1-F_0)} = \frac{0.8 \times 4.39m^2 \times 35^\circ}{123.14m^2 \times (1-0.27)} = 1.48\% \approx 1.33\% \approx 1\%$

ADP Bed =  $\frac{1 \times A_w \times \theta}{A_f \times (1-F_0)} = \frac{0.8 \times 4.18m^2 \times 35^\circ}{123.14m^2 \times (1-0.27)} = 1.42\% \approx 1.48\% \approx 1\%$

N.B Pressing Pb is 0.2, the right hand side of the equation equals 4. Therefore, if the left hand side of the equation is equal to or less than 4, the room is evenly lit. If the left hand side of the equation exceeds 4, the room is not evenly lit. The room is greenery and supplementary lighting would be required.

**Room Daylit Calculations**

$\frac{1}{10} + \frac{1}{10} = \frac{2}{10} \Rightarrow \frac{2.42m}{2.42m} \leq \frac{2.42m}{2.42m} \Rightarrow 1.0m \leq 4$

$\frac{1}{10} + \frac{1}{10} = \frac{2}{10} \Rightarrow \frac{2.20m}{2.20m} \leq \frac{2.20m}{2.20m} \Rightarrow 4.2m \approx 4$

$\frac{1}{10} + \frac{1}{10} = \frac{2}{10} \Rightarrow \frac{0.80m}{0.80m} \leq \frac{0.80m}{0.80m} \Rightarrow 4.8m \approx 4$

**Average Daylight Factor Calculations**

Rev	Amendments	Date	CHKD
1	Engineering advice incorporated	Apr'13	SS
Client: Me & Mrs J Khanani			
Project: NW3 4PX			
London NW3 4PX			
Drawing No. 1206-667-005			
Rev.	Rev.		
B			

Drawn	OS	Date	Apr'13	Scale	
Checked	SS	Date	Apr'13	As Shown	
Approved	SS	Date	Apr'13	Site	A1

