

# Appendix B

Rainfall run-off calculations



## Greenfield Site Run-Off Calculations using the IOH124 method

**Greenfield peak run-off rate (QBAR):**

Parameters	Input	Units	Comments
Area	50	ha	minimum 50ha
SAAR	649	mm	FEH CD ROM (NERC, 2009)
SPR	0.47	N/A	Soil run-off coefficient
Region	6	N/A	Region on Hydrological area map

**QBAR**

$$Q_{BAR(rural)} = 1.08AREA^{0.89}SAAR^{1.17}SPR^{2.17}$$

Where:

- $Q_{BAR(rural)}$  is the mean annual flood (a return period of 2.3 years) in l/s
- AREA is the area of the catchment in km<sup>2</sup> (minimum of 0.5km<sup>2</sup>)
- SAAR is the standard average rainfall for the period 1941 to 1970 in mm
- SPR is the soil run-off coefficient

$Q_{BAR(rural)}$  can be factored by the UK Flood Studies Report regional growth curves to produce peak flood flows for any return period.

$$\begin{aligned}
 Q_{BAR(rural)} &= 220.95 \\
 \text{Divided by 50 to scale down} &= 4.42 \\
 \text{Actual Area of the entire Site} &= 0.12 \text{ ha}
 \end{aligned}$$

**Return Periods** (Growth curves obtained from DEFRA report)

Return Period	$Q_{BAR(rural)} \times$	Growth Factor	l/s/ha	Peak site run-off rate (l/s)
<b>1</b>	<b><math>Q_{BAR(rural)} \times</math></b>	<b>0.85</b>	<b>3.76</b>	<b>0.451</b>
2	$Q_{BAR(rural)} \times$	0.88	3.89	0.47
5	$Q_{BAR(rural)} \times$	1.28	5.66	0.68
10	$Q_{BAR(rural)} \times$	1.62	7.16	0.86
25	$Q_{BAR(rural)} \times$	2.14	9.46	1.13
<b>30</b>	<b><math>Q_{BAR(rural)} \times</math></b>	<b>2.24</b>	<b>9.90</b>	<b>1.188</b>
50	$Q_{BAR(rural)} \times$	2.62	11.58	1.39
<b>100</b>	<b><math>Q_{BAR(rural)} \times</math></b>	<b>3.19</b>	<b>14.10</b>	<b>1.69</b>
200	$Q_{BAR(rural)} \times$	3.86	17.06	2.05

**Greenfield total run-off volume:**

= actual area of the entire site x SPR x 6 hour rainfall depth

Return Period	6 hour rainfall (mm) from FEH CD-ROM	Area (ha)	SPR	Total run-off (m <sup>3</sup> )
2.3 (QBAR)	26.49	0.12	0.47	14.9
1	12.49	0.12	0.47	7.0
10	43.04	0.12	0.47	24.3
30	59.6	0.12	0.47	33.6
100	84.52	0.12	0.47	47.7

## Summary

Entire site area:	0.120 ha	
Climate Change Factor	30%	
Permeable Surface (ha)	Current 0.049	Proposed 0.077
Impermeable Surface (ha)	0.072	0.043

<b>1 in 1 year</b>					
Greenfield run-off volume total:	7.04 m <sup>3</sup>				
RUN-OFF During a 1 in 1 year 6 hour event:	Greenfield Site	Current Development	Proposed Development	Proposed Development +CC	
From permeable surfaces (using GF total run-off) (m <sup>3</sup> )	7.04	2.85	4.54	5.90	
From impermeable surfaces (m <sup>3</sup> )		8.93	5.33	6.93	
TOTAL run-off produced from Site (m <sup>3</sup> )	7.04	11.78	9.87	12.83	
<b>Difference between greenfield site and proposed +cc development (m<sup>3</sup>):</b>					
				5.79	
				82%	
<b>Difference between current and proposed +cc development (m<sup>3</sup>):</b>					
				1.05	
				9%	
<b>Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):</b>					
				0.45	
<b>1 in 10 year</b>					
Greenfield run-off volume total:	24.27 m <sup>3</sup>				
RUN-OFF During a 1 in 1 year 6 hour event:	Greenfield Site	Current Development	Proposed Development	Proposed Development +CC	
From permeable surfaces (using GF total run-off) (m <sup>3</sup> )	24.27	9.81	15.64	20.33	
From impermeable surfaces (m <sup>3</sup> )		30.77	18.38	23.89	
TOTAL run-off produced from Site (m <sup>3</sup> )	24.27	40.58	34.01	44.22	
<b>Difference between greenfield site and proposed +cc development (m<sup>3</sup>):</b>					
				19.94	
				82%	
<b>Difference between current and proposed +cc development (m<sup>3</sup>):</b>					
				3.63	
				9%	
<b>Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):</b>					
				0.86	
<b>1 in 30 year</b>					
Greenfield run-off volume total:	33.61 m <sup>3</sup>				
RUN-OFF During a 1 in 30 year 6 hour event:	Greenfield Site	Current Development	Proposed Development	Proposed Development +CC	
From permeable surfaces (using GF total run-off) (m <sup>3</sup> )	33.61	13.59	21.65	28.15	
From impermeable surfaces (m <sup>3</sup> )		42.61	25.45	33.08	
TOTAL run-off produced from Site (m <sup>3</sup> )	33.61	56.20	47.10	61.23	
<b>Difference between greenfield site and proposed +cc development (m<sup>3</sup>):</b>					
				27.62	
				82%	
<b>Difference between current and proposed +cc development (m<sup>3</sup>):</b>					
				5.03	
				9%	
<b>Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):</b>					
				1.19	
<b>1 in 100 year</b>					
Greenfield run-off volume total:	47.67 m <sup>3</sup>				
RUN-OFF During a 1 in 100 year 6 hour event:	Greenfield Site	Current Development	Proposed Development	Proposed Development +CC	
From permeable surfaces (using GF total run-off) (m <sup>3</sup> )	47.67	19.27	30.71	39.92	
From impermeable surfaces (m <sup>3</sup> )		60.43	36.09	46.92	
TOTAL run-off produced from Site (m <sup>3</sup> )	47.67	79.70	66.80	86.84	
<b>Difference between greenfield site and proposed +cc development (m<sup>3</sup>):</b>					
				39.17	
				82%	
<b>Difference between current and proposed +cc development (m<sup>3</sup>):</b>					
				7.14	
				9%	
<b>Peak Greenfield run-off rate that must not be exceeded in the run-off from the proposed development (l/s):</b>					
				1.69	

## Disclaimer

This report has been prepared by GeoSmart in its professional capacity as soil and groundwater specialists, with reasonable skill, care and diligence within the agreed scope and terms of contract and taking account of the manpower and resources devoted to it by agreement with its client, and is provided by GeoSmart solely for the internal use of its client.

The advice and opinions in this report should be read and relied on only in the context of the report as a whole, taking account of the terms of reference agreed with the client. The findings are based on the information made available to GeoSmart at the date of the report (and will have been assumed to be correct) and on current UK standards, codes, technology and practices as at that time. They do not purport to include any manner of legal advice or opinion. New information or changes in conditions and regulatory requirements may occur in future, which will change the conclusions presented here.

This report is confidential to the client. The client may submit the report to regulatory bodies, where appropriate. Should the client wish to release this report to any other third party for that party's reliance, GeoSmart may, by prior written agreement, agree to such release, provided that it is acknowledged that GeoSmart accepts no responsibility of any nature to any third party to whom this report or any part thereof is made known.

GeoSmart accepts no responsibility for any loss or damage incurred as a result, and the third party does not acquire any rights whatsoever, contractual or otherwise, against GeoSmart except as expressly agreed with GeoSmart in writing.

## Further information

Information on confidence level and ways to improve this report can be provided for any location on written request to [info@geosmart.co.uk](mailto:info@geosmart.co.uk) or via our website. Updates to our model are ongoing and additional information is being collated from several sources to improve the database and allow increased confidence in the findings. Further information on groundwater levels and flooding are being incorporated in the model to enable improved accuracy to be achieved in future versions of the map. Please contact us if you would like to join our User Group and help with feedback on infiltration SuDS and mapping suggestions.

## Important consumer protection information

This search has been produced by GeoSmart Information Limited, New Zealand House, 160-162 Abbey Foregate, Shrewsbury, SY2 6FD.

Tel: 01 743 276150

Email: [info@geosmartinfo.co.uk](mailto:info@geosmartinfo.co.uk)

GeoSmart Information Limited 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 he finds 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**

GeoSmart Information Limited is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

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.

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 his final decision.

Complaints should be sent to:

Lisa Davies  
Operations Manager

GeoSmart Information Limited  
New Zealand House  
160 Abbey Foregate  
Shrewsbury  
SY2 6FD

Tel: 01743 276150

[lisadavies@geosmartinfo.co.uk](mailto:lisadavies@geosmartinfo.co.uk)

# Terms and Conditions

GEOSMART INFORMATION LIMITED

Conditions of contract for environmental reports

March 2016, Version 1.1

Definitions:

The following words shall have the following meaning:

- a) "Client" means the person for whom the Report has been procured either directly or through an Intermediary;
- b) "Conditions" means these terms and conditions of sale, the User Guide and the Order;
- c) "GEOSMART" means GeoSmart Information Ltd of New Zealand House, 160, Abbey Foregate, Shrewsbury, Shropshire, SY2 6FD, registered in England and Wales with company registration number 05475394.
- d) "Information" means environmental data, including other third party sources of information;
- e) "Intermediary" means the party that places the Order acting on behalf of the Beneficiary, who might be a lawyer, consultant or other party;
- f) "Order" means the order for Services sent by a Client or an Intermediary to GEOSMART;
- g) "Report" or "Reports" means a report which relates to environmental information (as distinct from opinion) and which is prepared by GEOSMART in respect of a Site;
- h) "Services" means the preparation and provision of Report(s) by GEOSMART from the Information;
- i) "Site" shall mean the site specified in the Order;
- j) "User Guide" means the document (if any) which may be produced from time to time by GEOSMART entitled 'GeoSmart User Guide', which may be requested with the Report by writing to GEOSMART at the above address and will be provided if applicable.

## 1. Conditions

1.1 Subject to receipt of a valid Order, GEOSMART agrees to supply to the Client or the Intermediary (if the Client has appointed one) the Services subject to these Conditions and the Client or the Intermediary agrees that by placing an Order for the Services it accepts these Conditions. The User Guide applicable to each Report should be read in conjunction with the Report and is incorporated into these Conditions as if it were repeated herein. A Report is sold subject to all information contained in such User Guide

1.2 GEOSMART acknowledges that in the provision of the Report and Services it owes a duty of care to the Intermediary and to the Client.

1.3 In providing search reports and services GEOSMART will comply with Search Code and will take into account the requirements of the Alternative Dispute Resolution for Consumer Disputes (Amendment) Regulations 2015. Further details are provided in the PCCB Bulletin which accompanies GEOSMART Reports.

## 2. Report

GEOSMART shall use reasonable care, skill and diligence in carrying out the Services and providing the Report to the Intermediary (and the Client). However the Report is provided to the Intermediary (and the Client) on the express basis that the Intermediary (and the Client) acknowledge and agree to the following:

2.1 information and data supplied in Report(s) is derived from the Information and GEOSMART does not warrant the accuracy or completeness of such Information;

2.2 the sources of information and data supplied in Report(s) are specifically cited in the Report and the User Guide; however GEOSMART does not claim that these sources represent an exhaustive or comprehensive list of all sources that could or might be consulted; and

2.3 GEOSMART does not guarantee that all environmental risks that are or might be associated with the Site will be identified in the Report; and

2.4 Reports and other services provided by GEOSMART are generally professional business to business services and intended as such for use or interpretation by professional persons skilled in the use of environmental information; and

2.5 GEOSMART shall not be responsible for any error or corruption in a Report resulting from inaccuracy or omission of third party information and data provided by the Intermediary or the Client (as applicable), inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link.

### 3. Liability

3.1 As some of the data and information which GEOSMART interprets in Reports is obtained by GEOSMART from third parties, GEOSMART cannot control the accuracy or completeness of such data and information, nor is it within the scope of the Services to verify the data or information by a physical inspection of the Site. Save as provided in Conditions 3.5 and 3.11 GEOSMART will only be liable to the Client or to the Intermediary in respect of the Services:

3.1.1 for loss or damage caused by breach by GEOSMART of these Conditions accordingly save as provided in Condition 3.5 GEOSMART shall not be liable in any other circumstances for any errors, inaccuracies, faults or omissions in the Services;

3.1.2 for any obvious errors or obvious inaccuracies in any information obtained by it where GEOSMART should reasonably have been alerted to such error or inaccuracy;

3.2 GEOSMART has no liability whatsoever for, under or in respect of any insurance policy purchased by the Client or the Intermediary where

insurance is made available to the Client or Intermediary following the provision of a Report by GEOSMART issued in accordance with these Conditions. Where such a policy has been purchased, all liability arising from or relating to the Site shall remain exclusively with the insurers. Moreover, GEOSMART is not endorsing any policy recommended by insurers and the Client or the Intermediary is entirely responsible for ensuring the insurance policy offered is suitable for its needs and should seek independent advice.

3.3 GEOSMART does not guarantee that an insurance policy will be available for the environmental risks that may be associated with the Site specified in the Report and the provision of a Report does not constitute any indication by GEOSMART that insurance will be available for the Site.

3.4 GEOSMART has undertaken the Services for use by the Client or the Intermediary and those persons referred to at condition 5.1 and 5.2 and for no other purpose whatsoever and the Services should not be relied upon by any other third party. GEOSMART cannot accept responsibility and will not be liable to any other party for any loss caused as a result of reliance upon the Services. Any other party relying on the Services does so entirely at its own risk, including without limitation, any insurers. Recipients of the Services are to rely on their own skill and judgment in determining the suitability of the Services for their own purpose and use.

3.5 Nothing in these Conditions shall exclude or restrict GEOSMART's liability for death or personal injury resulting from the negligence of GEOSMART or their employees while acting in the course of their employment or arising from a breach of its statutory duty or fraud.

3.6 GEOSMART shall not be liable to any recipient of the Service for loss of profits, loss of contracts, (or other indirect or consequential loss or damage) resulting from any event or default by GEOSMART in the provision of the Services to the fullest extent permitted by law.

3.7 GEOSMART shall make reasonable endeavors to supply the Report on the date agreed with the Intermediary or the Client (as applicable). This date will be taken as a guideline for time planning purposes only. Time shall not be of the essence with respect to the provision of the Services except where it has agreed in writing to a deadline with the Client or Intermediary in which it is stated that time is of the essence.



3.8 GEOSMART shall not be liable for any delay, interruption or failure in performance of its obligations hereunder which is caused by war, flood, riot, Act of God, strike or other labour dispute (including those affecting Government officials), suspension or delay of service at public registries, lack of power, telecommunications failure or overload, or computer malfunctions caused by any event beyond the reasonable control of GEOSMART.

3.9 The Client or the Intermediary (as appropriate) shall on receipt of the Services make a reasonable inspection of the Site to satisfy itself that there are no apparent defects or failures with respect to the description of the Site.

3.10 GEOSMART's liability under the Conditions shall cease upon the expiry of six (6) years from the date when the Client, Intermediary or any person making use of the Report in accordance with Condition 5.2 became aware that it may have a claim in respect of a particular Report provided always that there shall be no liability at the expiration of six (6) years from the date of the Report. For the avoidance of doubt, any claims in respect of which proceedings are notified to GEOSMART prior to the expiry of the time periods referred to in this Condition shall survive the expiry of those time periods.

3.11 Subject as otherwise provided in these Conditions, GEOSMART's aggregate liability arising out of the provision or use of the Services, in contract, negligence or in any other way, for damages or loss sustained or incurred by the Intermediary shall be limited to an aggregate amount not exceeding £2,000,000 pounds. For the avoidance of doubt, if multiple parties make use of the Report, the limit referred to above applies to all users of that Report in aggregate.

3.12 GEOSMART undertakes for the duration of the six (6) year period of liability provided for by Condition 3.11 to maintain and renew annually Professional Indemnity Insurance in respect of the Services with a liability/limit of not less than £2,000,000 provided that such insurance is available at commercially reasonable rates (and in such case then at the next highest limit which is available in the market at commercially reasonable rates). Details of Professional Indemnity Insurance shall be made available to the Client or Intermediary (as applicable) on request.

3.13 Where GEOSMART procures for the Intermediary, otherwise than as part of a Report, any third party service, including but not limited to,

environmental reports, risk models, risk assessments, professional opinions, or any other service, GEOSMART accepts no liability whatsoever for the information contained therein.

3.14 The Client and the Intermediary warrant that they 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 GEOSMART'S anti-bribery and anti-corruption policies as are notified to them from time to time; and (iii) promptly report to GEOSMART any request or demand for any undue financial or other advantage of any kind received by the or on their behalf in connection with these Conditions. Breach of this clause shall be deemed a material breach of these Conditions.

#### 4. Copyright

4.1 The Intermediary, the Client and any recipient of the Report pursuant to the provisions of condition 5.2 acknowledge that the proprietary rights subsisting in copyright, design rights and any other intellectual property rights in respect of the data and information in the Report are and shall remain the property of GEOSMART and these Conditions do not purport to grant, assign, or transfer any such rights in respect thereof.

4.2 Reports may be stored on the Intermediary's server and used on up to ten (10) units (where a "Unit" means a single client personal computer or workstation) on the Intermediary's network and any network of a recipient of the Report pursuant to the provisions of Condition 5.2. Data in Reports is deemed to be in use when it is loaded into the temporary memory (i.e. RAM) or installed onto the permanent memory (i.e. memory chip, hard disc, CDROM) of that computer.

4.3 The Intermediary, the Client and all recipients of the Report pursuant to the provisions of Condition 5.2 are all entitled to make up to five printed copies only of any Report. Copies of the Report may be provided for information purposes for proper and lawful use only to a person who is considering whether to acquire or hold an interest in the Site or to provide funding in relation to the Site. Further copies may not be made in whole or in part without the written permission of GEOSMART who shall be entitled to make a charge for each additional copy.

4.4 The Intermediary and the Client (as applicable) shall (and shall procure that all recipients of the

Report pursuant to the provisions of Condition 5.2 shall):

4.4.1 not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GEOSMART from the Services;

4.4.2 not create any product which is derived directly or indirectly from the data contained in the Services; save for products documents and advice provided by those acting in a professional or commercial capacity in accordance with 5.2.3;

4.4.3 not combine the Services with or incorporate such Services into any other information data or service;

4.4.4 not re-format or otherwise change (whether by modification, addition or enhancement) data contained in the Services save for those modifications made by those acting in a professional or commercial capacity in accordance with 5.2.3;

4.5 The mapping (if any) contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services.

## 5. Confidentiality and reliance

5.1 Subject to (i) full payment of all relevant Fees and (ii) compliance with this Contract, the Client or the Intermediary is entitled to rely on the report and information provided.

5.2 Subject to Condition 5.3, the Client or the Intermediary (as applicable) may without further charge make the Report available to:

5.2.1 Up to a maximum of three (3) persons who acquire or hold an interest in the Site or an interest in the Client or the entity which holds or acquires an interest in the Site save that nothing shall hereby entitle any such person to recover twice (whether directly or indirectly) in respect of the same loss nor seek recovery in respect of any loss relating to any period after such entity ceases to hold its interest or to have potential liability for the Site (whichever is the later) (unless otherwise agreed by the parties);

5.2.2 Up to a maximum of three (3) persons who provide funding to the Client or to a person at condition 5.2.3;

5.2.3 Up to a maximum of three (3) persons acting in a professional or commercial capacity for the Client in relation to the Site.

5.3 GEOSMART shall have the same duties and obligations to those persons referred to in Conditions 5.2.1, 5.2.2, 5.2.3 in respect of the Services as it has to the Client and the Intermediary, and such persons shall be entitled to rely on the relevant Report as if it was addressed to them and any such person shall be entitled to enforce each of these Conditions as if they were named as joint Client in the Order, provided always that the person to whom the Report is made available accepts these Conditions by writing accordingly to GEOSMART citing the Report and the Site.

5.3 The Report is to be used solely for the benefit of such persons as are set out in Condition 5.1 and 5.2, and GEOSMART exclude all liability to all other persons unless GEOSMART has expressly agreed in writing to a third party taking the benefit of the Report and has been paid reasonable fees for so doing.

5.4 Any information provided by the Intermediary or the Client to GEOSMART in contemplation of the Services to be provided together with the Report will be treated as confidential information.

5.5 GEOSMART agrees not to disclose or publish any statement relating to such confidential information (in whole or in part) to any third party without the prior written consent of the Intermediary save for its provision to GEOSMART's employees who require access to the confidential information in order to perform their duties to GEOSMART.

5.6 GEOSMART will procure that its employees will maintain the confidential information in strict confidence.

## 6. GEOSMART's charges

6.1 The Client or the Intermediary (as applicable) shall pay GEOSMART's charges for the Services at the rate set out in the Order.

6.2. Unless otherwise stated all prices are exclusive of Value Added Tax which shall, where applicable, be payable in addition to any sum payable for the Services at the relevant rate in force from time to time, against delivery of an appropriate tax invoice.

6.3 The Client or the Intermediary (as applicable) shall pay the price referred to in Condition 6.1 above for the Services:

6.3.1 without any set off, deduction or counterclaim;

6.3.2 GEOSMART requests upfront payment by debit or credit card (No surcharges for credit cards) or by bank transfer. A credit agreement can be set up for repeat clients with terms based on 14 days from the date of GEOSMART's invoice.

6.4 GEOSMART shall not be obliged to invoice any party other than the Client or the Intermediary (as applicable) for the provision of Services, but where GEOSMART does so invoice any third party at the written request of the Client Intermediary, and such invoice is not accepted or remains unpaid, GEOSMART shall have the right at any time to cancel such invoice and invoice the Client or the Intermediary (as applicable) direct for such Services. Where the Intermediary's order comprises a number of Services or separate elements within any one or more Services, any failure by GEOSMART to provide an element or elements of the Services shall not prejudice GEOSMART's ability to require payment in respect of the other Services delivered to the Intermediary or the Client (as applicable).

6.5 If the Intermediary or the Client (as applicable) fails to make any payment on the due date GEOSMART shall be entitled to cancel or suspend any further orders or delivery. In addition, GEOSMART may charge the Intermediary or the Client (as applicable) interest on overdue amounts at 4% over the NatWest plc base rate (as varied from time to time) from the due date until payment in full is made (whether before or after judgment).

## 7. General

7.1 These Conditions constitute the entire agreement between the parties and no statement given orally or in writing should be deemed incorporated herein unless executed in writing by a director of GEOSMART and countersigned by the Intermediary or the Client (as applicable). Each of the Conditions and Sub-conditions of these Conditions is distinct and severable. If any provision of these Conditions shall be determined to be invalid, illegal or unenforceable, the remainder of these Conditions shall continue to be valid, legal and enforceable to the fullest extent of the law.

7.2 Any time or indulgence granted by GEOSMART or the Client or the Intermediary or delay in exercising any of its rights under these Conditions shall not prejudice or affect GEOSMART's or the Client's or the Intermediary's rights or operate as a waiver of the same.

7.3 GEOSMART, the Client and the Intermediary shall not be entitled to assign their respective rights or obligations pursuant to these Conditions without the prior written approval of the other parties.

7.4 GEOSMART may suspend or terminate the provision of the Services if the Client or the Intermediary (as applicable) is bankrupt or insolvent or makes any voluntary arrangements with its creditors or become subject to an administration order or has an administrative receiver appointed over any of its assets or GEOSMART has reason to believe that any of foregoing circumstances may come into existence or any amount owing to GEOSMART that is overdue or where the Client or Intermediary (as applicable) has exceeded any credit limit.

7.5 These Conditions shall at all times be governed construed and enforced in accordance with English Law which shall be the proper law of these Conditions, and both parties thereby submit to the exclusive jurisdiction of the English courts.

7.6 Except as otherwise provided in these Conditions a person who is not a party to any contract made pursuant to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of such contract and GEOSMART shall not be liable to any such third party in respect of the Products.

