





Site address	28 Redington Road	
	London	
	NW3 7RB	
Site coordinates	525798, 185861	
Report prepared for	Symmetrys Ltd	
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	The Courtyard	
	Lynton Road	
	London	
	N8 8SL	
Report reference	71978R1	
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Date issued	2019-07-18	
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1. Executive summary

The National Planning Policy Framework (NPPF) (2019) and National Planning Practice Guidance (NPPG) (2014) requires that flood risk assessments review flooding from all potential sources. A review has been undertaken of national environmental data sets to assess the potential flood risk to the Site. The review is provided within this concise interpretative report written by an experienced GeoSmart consultant.

Site analysis

Source of Flood Risk	Baseline	After Mitigation
River (fluvial) and Sea (coastal/tidal)	Very Low	N/A
Surface water (pluvial) flooding	Very Low	N/A
Groundwater flooding	Negligible	N/A
Other flood risk factors present	No	No
Is any other further work recommended?	No	No

N/A = mitigation not required

The Site is currently used within a residential capacity. Development proposals comprise the lowering of the existing lower ground floor finished floor level by approximately 400mm, involving underpinning of existing foundations.

The flood risks from all sources have been assessed as part of this report and are as follows:

- According to the Environment Agency's (EA) Flood Map for Planning Purposes, the Site is located within a fluvial Flood Zone 1 (Low probability);
- According to the EA's Risk of Flooding from Rivers and Sea (RoFRS) map, which considers the type, condition and crest height of flood defences, the Site has a Very Low risk of flooding from Rivers and the Sea;
- According to the EA's Risk of Flooding from Surface Water (pluvial) flood mapping, the Site has a Very Low risk of pluvial flooding, but is located within a critical drainage area (Group3_010);
- GeoSmart's Groundwater Flood Risk (GW5) mapping confirms there is a Negligible risk of groundwater flooding; and
- According to the EA's Risk of Flooding from Reservoir map, the Site is not at risk of Reservoir Flooding.



Recommendations / Next steps

Based on the flood risk identified at the Site flood mitigation measures are not considered necessary. Although the Site is not identified as being at risk of groundwater flooding, the risks may be higher for basements and below ground structures and mitigation measures such as sumps and pumps may be required. The regular maintenance of any existing and proposed drains and culverts surrounding, or on the Site should be undertaken to reduce the flood risk caused by blockages.

2. Introduction



Background and purpose

This assessment has been undertaken by firstly compiling information concerning the Site and the surrounding area. The information gathered was then used to construct a 'conceptual site model', including an understanding of the appropriateness of the development as defined in the NPPF (2019) and the source(s) of any flood risk present. Finally, a preliminary assessment of the steps that can be taken to manage any flood risk to the development was undertaken.

This report has been prepared with reference to the NPPF (2019) and NPPG (2014).

"The National Planning Policy Framework set out the Government's planning policies for England and how these are expected to be applied" (NPPF, 2019).

The NPPF (2019) and NPPG (2014) promote a sequential, risk based approach to the location of development.

"This general approach is designed to ensure that areas at little or no risk of flooding from any source are developed in preference to areas at higher risk. The aim should be to keep development out of medium and high risk flood areas (Flood Zones 2 and 3) and other areas affected by other sources of flooding where possible" (NPPG, 2014).

The purpose of this report is to provide clear and pragmatic advice regarding the nature and potential significance of flood hazards which may be present at the Site.

Report scope

A thorough review of a commercially available flood risk report and EA supplied data indicating potential sources of flood risk to the Site from rivers and coastal sources, surface run-off (pluvial), groundwater and reservoirs, including historical flood information and modelled flood extent. Appropriate measures are recommended to manage and mitigate the flood risk to the property.

Information obtained from the EA and a review of the London Borough of Camden Strategic Flood Risk Assessment (SFRA) (URS, 2014) and Surface Water Management Plan for London Borough of Camden (SWMP) (Halcrow, 2011) are used to ascertain local flooding issues and, where appropriate, identify information to support a Sequential and/or Exception test required as part of the NPPF (2019).

Using the available data, the existing and future flood risks to and from the Site from all flood sources will be assessed in line with current best practice. An indication of potential flood risk from the Site to downstream receptors is provided where the proposed development increases flood risk.

Report limitations

It is noted that the findings presented in this report are based on a desk study of information supplied by third parties. Whilst we assume that all information is representative of past and present conditions we can offer no guarantee as to its validity and a proportionate programme of site investigations would be required to fully verify these findings.

This report excludes consideration of potential hazards arising from any activities at the Site other than normal use and occupancy for the intended land uses. Hazards associated with any other activities have not been assessed and must be subject to a specific risk assessment by the parties responsible for those activities.

Datasets

The following table shows the sources of information that have been consulted as part of this report:

		Dat	asets consulted		
Source of flooding	Commercial Flood Maps and GW5 Data (Appendix B)	SFRA & SWMP*	Environment Agency	Thames Water (Appendix C)	OS Data
Historical	Х	Х	Х		
Fluvial/tidal	Х	Х	Х		
Surface water (pluvial)	Х	Х	Х		
Groundwater	Х	Х			
Sewer		Х		Х	
Culvert/bridges		Х			Х
Reservoir		Х	Х		

Table 1: Datasets consulted to obtain confirmation of sources of flooding a	nd risk
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*London Borough of Camden Strategic Flood Risk Assessment (SFRA) (URS, 2014) and Surface Water Management Plan for London Borough of Camden (SWMP) (Halcrow, 2011) Supporting information on the datasets used is provided in the relevant appendix

3. Site analysis





Site information

The Site is located in Hampstead in a setting of commercial and residential land use at National Grid Reference TQ 25798 85861. Site plans and drawings are provided in Appendix A.

Using a 500 m buffer around the Site, the area is on a slope (Figure 1). It is noted that to the north land rises to c. 113 m above Ordnance Datum (AOD). To the west land falls to c. 94 mAOD, to the east land rises to c. 117 mAOD and to the south falls to c. 80 mAOD.

According to OS data, the general level of the Site is between 98.9 and 106.8 mAOD with the Site falling gradually in a south westerly direction. This is based on EA elevation data obtained for the Site to a 1 m resolution with a vertical accuracy of ±150 mm (Appendix D).

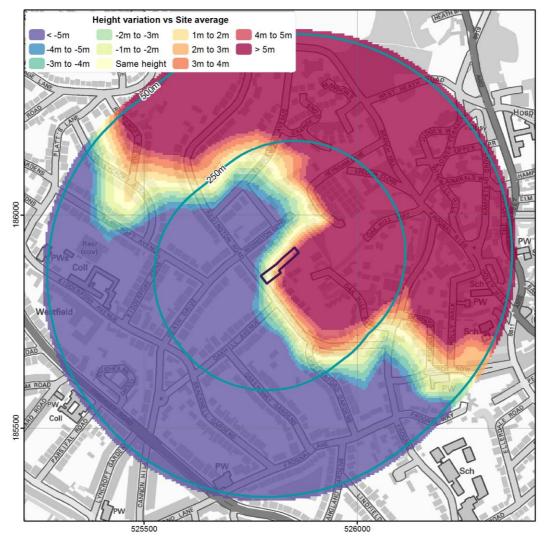


Figure 1 Site Location and Relative Elevations

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Development

The Site is currently used within a residential capacity. Development proposals comprise the lowering of the existing lower ground floor finished floor level by approximately 400mm, involving underpinning of existing foundations (Appendix A). The effect of the overall development will not result in an increase in number of occupants and/or users of the building and will not result in the change of use, nature or times of occupation. The estimated lifespan of the development is 100 years.



Hydrological features

Watercourses/surface water features within 500 m of the Site: There are no mapped surface water features within 500 m of the Site.

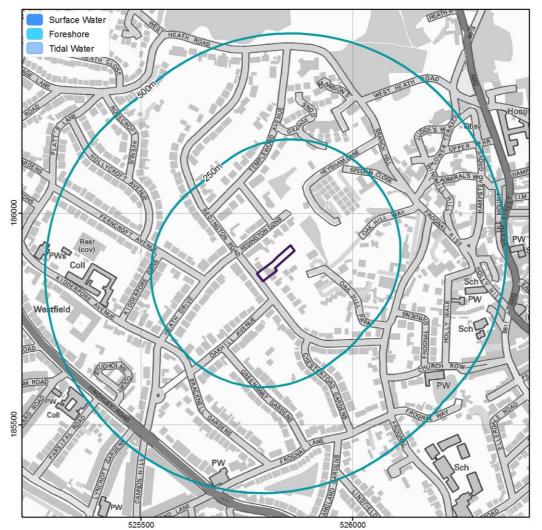


Figure 2 Surface water features

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Proximity to relevant infrastructure:

There are no bridges or culverts within 500 m of the Site.





Hydrogeological features

British Geological Survey (BGS) mapping indicates that there is no underlying superficial geology (BGS, 2019).

BGS mapping indicates that the majority (77%) of the underlying bedrock geology consists of the Claygate Member (clay, silt and sand) (BGS, 2019). The remaining 23% of the Site consists of Bagshot Formation (sand) and both are classified as a Secondary (A) Aquifer (EA, 2019)

The Site is not located within a groundwater Source Protection Zone (EA, 2019).

4. Flood risk to the development

Historical flood events

No historical flood events have been recorded at the Site (EA, 2019).

The purpose of historical flood data is to provide information on where and why flooding may have occurred in the past. The absence of any recorded events does not mean flooding has never occurred on Site or that flooding will never occur at the Site.

Rivers (fluvial) / Sea (coastal/tidal) flooding

According to the EA's Flood Map for Planning Purposes (Figure 3), the Site is located within fluvial Flood Zone 1 and is therefore classified as having a Low probability of fluvial flooding.



Figure 3 EA Flood Map for Planning Purposes (EA, 2019)

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As defined in the NPPF (2019):

Guidance

Ignoring the presence of any defences, land located in a Flood Zone 1 is considered to have a Low probability of flooding, with less than a 1 in 1000 annual probability of fluvial or coastal flooding in any one year.

Development of all uses of land is appropriate in this zone (see glossary for terminology).

The Site lies approximately 3 km to the south east of the nearest land within a Flood Zone 2 and/or 3.

Actual flood risk

- The Site is not in an area which benefits from flood defences.
- There are no formal flood defences within 250 m of the Site.
- There are no proposed flood defences within 250 m of the Site.

According to the EA's Risk of Flooding from Rivers and the Sea (RoFRS) mapping (Figure 4), which considers the crest height, standard of protection and condition of defences, the flood risk from Rivers and the Sea is Very Low.

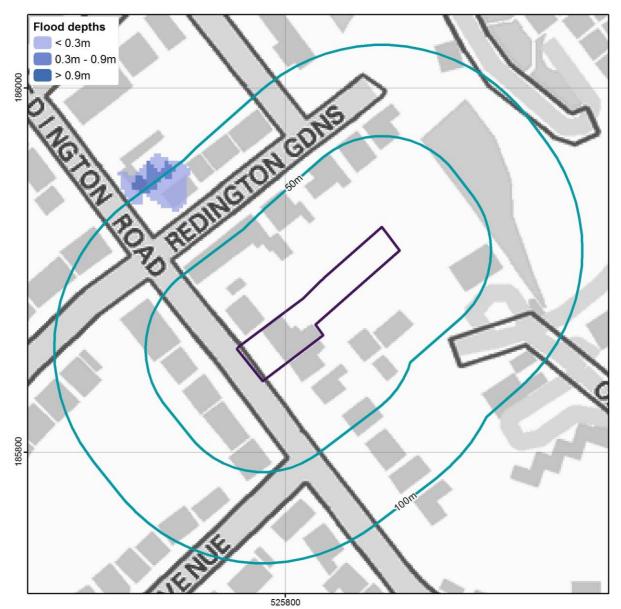




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Surface water (pluvial) flooding

According to the EA's Risk of Flooding from Surface Water (pluvial) mapping for a 1 in 100 year pluvial event (Figure 5), there is a Very Low risk of pluvial flooding across the Site.





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Guidance

According to EA's surface water flood risk map, a site at Very Low risk has a chance of flooding of less than 1 in 1000 (0.1%)

Analysis of the EA's pluvial flow route mapping confirm the Site is not located on a potential overland flow route and does not contain areas of low topography in relation to the surrounding area.

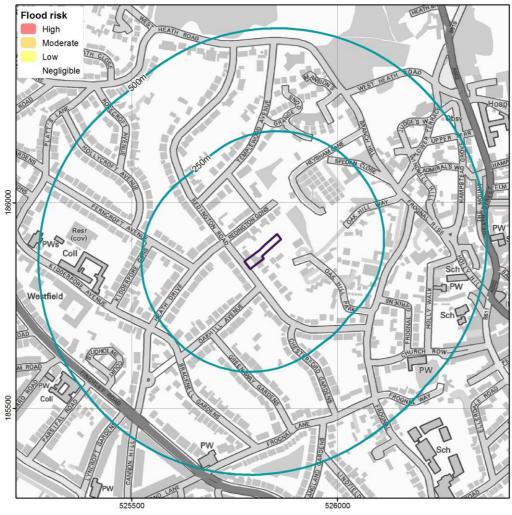
Figure 3 iv of the SFRA does not indicate reported incidents of historical surface water flooding within 100 m of the Site (URS, 2014). The SFRA and SWMP confirms the Site is located within a Critical Drainage Area (CDA) (Group3_010)¹ However, the Site is not located within a Local Flood Risk Zone (LFRZ)² (URS, 2014) (Halcrow, 2011).

¹ Critical Drainage Areas (CDA) are specific areas in Flood Zone 1 only, where runoff can cause problems downstream, and is not necessarily an area where flooding problems may occur.

² Local Flood Risk Zones (LFRZ) are discrete areas of flooding that do not exceed the national criteria for a 'Flood Risk Area' but still affect houses, businesses or infrastructure. A LFRZ is defined as the actual spatial extent of predicted flooding in a single location.

Groundwater flooding

Based on GeoSmart's Groundwater Flood Risk (GW5) Map (Figure 7) the Site is considered to be at Negligible risk of groundwater flooding. The risk map below confirms the risk of groundwater emergence at the surface during a 1% annual probability (1 in 100 year) event.





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The risks may be higher for basements and below ground structures and mitigation measures such as sumps and pumps may be required. Figure 4e of the SFRA, does not indicate reported incidents of historical ground water flooding within 100 m of the Site (URS, 2014).

Guidance

According to GeoSmart (2018) there is a Negligible risk of groundwater flooding in this area and any groundwater flooding incidence will be less frequent that 1 in 100 years return period.

Negligible Risk - There will be a remote possibility that incidence of groundwater flooding could lead to damage to property or harm to other sensitive receptors at, or near, this location.



Flooding from Artificial Sources

Sewer flooding

Records held by Thames Water indicate that there have been no incidences of flooding related to the surcharging of public sewers at the Site (Thames Water, 2019; Appendix D). Figure 5a and 5b of the SFRA has no internal or external records of sewer flooding incidences within the NW3 7 postcode area (URS, 2014).

Guidance

Properties classified as "at risk" are those that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system either once or twice in the ten year reference period. Records held by the sewage utility company provide information relating to reported incidents, the absence of any records does not mean that the Site is not at risk of flooding.

Canal Failure

According to Ordnance Survey (OS) mapping, there are no canals within 500 m of the Site.

Water supply infrastructure

Water supply infrastructure is comprised of a piped network to distribute water to private houses or industrial, commercial or institution establishments and other usage points.

However, in urban areas, this represents a particular risk of flooding due to the large amount of water supply infrastructure, its condition and the density of buildings. The risks of flooding to properties from burst water mains cannot be readily assessed.

If more information regarding the condition and history of the water supply infrastructure within the vicinity of the Site is required, then it is advisable to contact the local water supplier (Thames Water).

Culverts and bridges

Culverts and bridges have not been identified within 1 km of the Site. The SFRA has not identified any historical drainage issues within the Site area (URS, 2014).

Reservoir flooding

According to the EA's Risk of Flooding from Reservoir mapping the Site is not at risk of flooding from reservoirs (EA, 2019).

Guidance

The risk of reservoir flooding is related to the failure of a large reservoir (holding over 25,000 m³ of water) and is based on the worst case scenario. Reservoir flooding is extremely unlikely to occur (EA, 2019).

5. Flood risk from the development

Floodplain storage

As the development is located within Flood Zone 1, there would be no losses in floodplain storage as a result of the development. Therefore, compensation for any loss in flood plain storage will not be required.

Drainage and run-off

A surface water drainage strategy report has been prepared separately (ref: 71978.01R1) to ensure surface water can be managed effectively through the use of SuDS features, over the lifetime of the proposed development, including sufficient allowances for climate change.

6. Suitability of proposed development

The information below outlines the suitability of proposed development in relation to national and local planning policy.

National

The aims of the national planning policies are achieved through application of the Sequential Test and in some cases the Exception Test.

Guidance

Sequential test: The aim of this test is to steer new development towards areas with the lowest probability of flooding (NPPF, 2019). Reasonably available sites located in Flood Zone 1 should be considered before those in Flood Zone 2 and only when there are no reasonably available sites in Flood Zones 1 and 2 should development in Flood Zone 3 be considered.

Exception test: In some cases this may need to be applied once the sequential test has been considered. For the exception test to be passed it must be demonstrated that the development provides wider sustainability benefits to the community that outweigh flood risk and a site-specific FRA must demonstrate that the development will be safe for its lifetime taking account of the vulnerability of its users, without increasing flood risk elsewhere, and, where possible, will reduce flood risk overall.

Suitability of the proposed development, and whether an Exception Test is required, is based on the Flood Zone the Site is located within and the flood risk vulnerability classification of the development proposals. Some developments may contain different elements of vulnerability and the highest vulnerability category should be used, unless the development is considered in its component parts.

This report has been produced to assess all development types, prior to any development. The vulnerability classification and Flood Zones are compared within Table 4 overleaf (Table 3 of the NPPG, 2014).

As the Site is located within Flood Zone 1, all types of development listed within the Table overleaf are acceptable according to National Policy.

Table 4: Flood risk vulnerability and flood zone 'con	ompatibility (taken from NPPG, 2014)
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vul	ood risk nerability ssification	Essential infrastructure	Water compatible	Highly vulnerable	More vulnerable	Less vulnerable
	Zone 1 – low probability	✓	~	~	V	✓
Zone	Zone 2 – medium probability	✓	✓	Exception test required	*	✓
Flood Zone	Zone 3a - high probability	Exception test required	✓	Х	Exception test required	✓
	Zone 3b – functional flood plain	Exception test required	~	Х	Х	X

Local guidance and policy

For this report, the following documents have been consulted for local policy and guidance and relevant information is outlined below:

London Borough of Camden Strategic Flood Risk Assessment (URS, 2014):

- There has been no flooding from fluvial sources within the whole borough.
- The majority of the borough is located within a Critical Drainage Area.
- Specific areas within a CDA is not necessarily at higher risk from surface water than an area outside of a CDA. However, the location of an area within a CDA indicates that it is within a catchment area which contributes to a flooding hotspot. Within CDAs, surface water management should be a particular focus of new developments.
- Historic 'lost rivers' within the borough, were culverted and incorporated into the local sewer network within the 19th century.
- Sustainable drainage systems (SuDS) should be included in new developments unless it is demonstrably not possible to manage surface water using these techniques.

London Borough of Camden Surface Water Management Plan (Halcrow, 2011):

- The Site is located within a Critical Drainage Area (CDA) (Group3_010).
- The biggest source of flooding within Group3_010 is surface water and sewer capacity issues.
- A Local Flood Risk Zone (LFRZ) is a discrete area of flooding that does not exceed the national criteria for a Flood Risk Area but affects houses, businesses and/or local infrastructure. The boundary is defined as the actual spatial extent of predicted flooding in a single location. Although the Site is located within a CDA, it is not located within a LFRZ.
- There are no records of groundwater flooding provided from the borough, the only groundwater flood incident records have come from the Environment Agency.

Guidance

Strategic Flood Risk Assessments are carried out by local authorities, in consultation with the Environment Agency, to assess the flood risk to the area from all sources both now and in the future due to climate change. They are used to inform planning decisions to ensure inappropriate development is avoided (NPPF, 2019).



7. Resilience and mitigation

Based on the available information mitigation measures outlined within this section of the report are likely to help protect the development from flooding.

Rivers (fluvial) / Sea (coastal/tidal) flood mitigation measures

As the Site is located within Flood Zone 1, flooding is unlikely to affect the Site from fluvial and/or tidal sources, therefore mitigation measures are not considered to be required.

Surface water (pluvial) flood mitigation measures

As the Site is not identified as being at risk of pluvial flooding, mitigation measures are not required.

However, the regular maintenance of any drains and culverts surrounding/on the Site should be undertaken to reduce the flood risk.

A surface water drainage strategy has been prepared separately (ref: 71978.01R1) to ensure surface water runoff can be managed effectively over the lifetime of the proposed development.

Groundwater flood mitigation measures

As the Site is not identified as being at risk of groundwater flooding, mitigation measures are not required. However, the risks may be higher for basements and below ground structures and mitigation measures such as sumps and pumps may be required.

Reservoir flood mitigation measures

The Site is not a risk of flooding from reservoirs; therefore, mitigation measures are not required.

Other flood risk mitigation measures

As the Site is not identified as being at risk from other sources, mitigation measures are not required.

8. Conclusions and recommendations

A VERY LOW fluvial / tidal flood risk has been identified.

A VERY LOW surface water (pluvial) flood risk has been identified.

A NEGLIGIBLE groundwater flood risk has been identified.

The Site is not located in an area classified as being at risk of flooding from reservoir failure.

As the Site is located within Flood Zone 1, all types of development listed within the Table 3 of the NPPG (2014) are acceptable according to National Policy.

Providing the recommended mitigation measures are put in place it is likely that flood risk to this Site will be reduced to an acceptable level.

The table below provides a summary of where the responses to key questions are discussed in this report.

Key sources of flood risks identified	None (see Section 3).
Are standard mitigation measures likely to provide protection from flooding to/from the Site?	N/A (see Section 7).
Is the development likely to satisfy the requirements of the Sequential Test?	N/A (see Section 6).
Is any further work recommended?	

Based on the flood risk identified at the Site flood mitigation measures are not considered necessary. Although the Site is not identified as being at risk of groundwater flooding, the risks may be higher for basements and below ground structures and mitigation measures such as sumps and pumps may be required. The regular maintenance of any existing and proposed drains and culverts surrounding, or on the Site should be undertaken to reduce the flood risk caused by blockages.



9. Further information

The following table includes a list of additional products by GeoSmart:

Addi	tional GeoSmart Products	
		Provides a robust desk-based assessment of potential contaminated land issues, taking into account the regulatory perspective.
✓	Additional assessment:	Our EnviroSmart reports are designed to be the most cost effective solution for planning conditions. Each report is individually prepared by a highly experienced consultant conversant with Local Authority requirements.
	EnviroSmart Report	Ideal for pre-planning or for addressing planning conditions for small developments. Can also be used for land transactions.
		Please contact info@geosmartinfo.co.uk for further information.

10. References and glossary

British Geological Survey (BGS) (2019). Geology of Britain Viewer. Accessed from: <u>http://mapapps.bgs.ac.uk/geologyofbritain/home.html</u> on 17/07/19.

Department for Communities and Local Government (2019). National Planning Policy Framework (NPPF). Accessed from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_d ata/file/810197/NPPF_Feb_2019_revised.pdfon 17/07/19.

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GeoSmart (2019). GeoSmart groundwater flood risk (GW5) map (version 2.2).

Halcrow (2011). Surface Water Management Plan for London Borough of Camden. Accessed from: <u>https://www.camden.gov.uk/flooding?inheritRedirect=true#wxbh</u> on 17/07/19.

National Planning Practice Guidance (2014). Planning Practice Guidance. Flood Risk and Coastal Change. Accessed from

http://planningguidance.planningportal.gov.uk/blog/guidance/flood-risk-and-coastalchange/ on 17/07/19.

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Survey Open Data (2019). Accessed from: <u>http://www.geostore.com/environment-agency/survey.html#/survey/tandc</u> on 17/07/19.

Thames Water (2019). Thames Water Property Searches – Sewer Flooding History Enquiry. SFH/SFH Standard/2019_4039422.

UK Flood Maps (Ambiental FTP) (2019). UKFloodMap4 Data

URS (2014). London Borough of Camden SFRA. Accessed from: <u>https://www.camden.gov.uk/flooding?inheritRedirect=true#wxbh</u> on 17/07/19.

Glossary

BGS	British Geological Survey
EA	Environment Agency
GeoSmart groundwater flood risk model	GeoSmart's national groundwater flood risk model takes advantage of all the available data and provides a preliminary indication of groundwater flood risk on a 5m grid covering England, Wales and Scotland. The model indicates the risk of the water table coming within 1 m of the ground surface for an indicative 1 in 100 year return period scenario.
Dry-Island	An area considered at low risk of flooding (e.g. In a Flood Zone 1) that is entirely surrounded by areas at higher risk of flooding (e.g. Flood Zone 2 and 3)
Flood resilience	Flood resilience or wet-proofing accepts that water will enter the building, but through careful design will minimise damage and allow the re-occupancy or the building quickly. Mitigation measures that reduce the damage to a property caused by flooding can include water entry strategies, raising electrical sockets off the floor, hard flooring.
Flood resistance	Flood resistance, or dry-proofing, stops water entering a building. Mitigation measures that prevent or reduce the likelihood of water entering a property can include raising flood levels or installation of sandbags.
Flood Zone 1	This zone has less than a 0.1% annual probability of river flooding
Flood Zone 2	This zone has between 0.1 and 1% annual probability of river flooding and between 0.1% and 0.5 % annual probability sea flooding
Flood Zone 3	This zone has more than a 1% annual probability of river flooding and 0.5% annual probability of sea flooding
Functional Flood Plain	An area of land where water has to flow or be stored in times of flood.
Hydrologic model	A computer model that simulates surface run-off or fluvial flow. The typica accuracy of hydrologic models such as this is ±0.25m for estimating flood levels at particular locations.
OS	Ordnance Survey
Residual Flood Risk	The flood risk remaining after taking mitigating actions.
SFRA	Strategic Flood Risk Assessment. This is a brief flood risk assessment provided by the local council
SuDS	A Sustainable drainage system (SuDS) is designed to replicate, as closely as possible, the natural drainage from the Site (before development) to ensure that the flood risk downstream of the Site does not increase as a result of the land being developed. SuDS also significantly improve the quality of water leaving the Site and can also improve the amenity and biodiversity that a site has to offer. There are a range of SuDS options available to provide effective surface water management that intercept and store excess run-off. Sites over 1 Ha will usually require a sustainable drainage assessment if planning permission is required. The current proposal is that from April 2014 for more than a single dwelling the drainage system will require approval from the SuDs Approval Board (SABs).

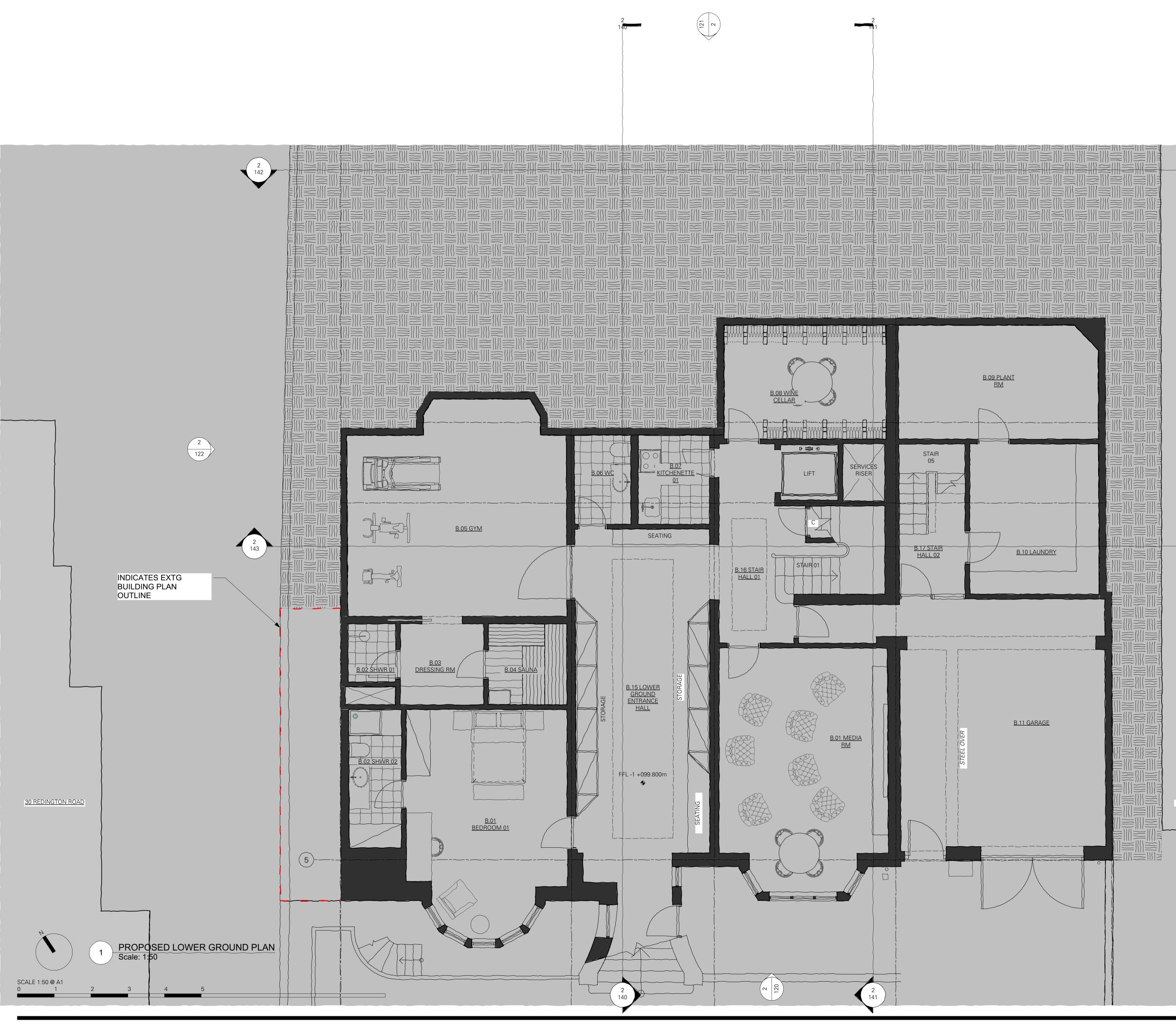
Aquifer Types Principal aquifer	These are layers of rock or drift deposits that have high intergranular and/or fracture permeability - meaning they usually provide a high level of water storage. They may support water supply and/or river base flow on a strategic scale.
Secondary A aquifer	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers.
Secondary B aquifer	Predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable horizons and weathering.
Secondary undifferentiated	Has been assigned in cases where it has not been possible to attribute either category A or B to a rock type due to the variable characteristics of the rock type.
Unproductive Strata	These are rock layers or drift deposits with low permeability that has negligible significance for water supply or river base flow.
NPPF (2019) terms	
Exception test	Applied once the sequential test has been passed. For the exception test to be passed it must be demonstrated that the development provides wider sustainability benefits to the community that outweigh flood risk and a site- specific FRA must demonstrate that the development will be safe for its lifetime taking account of the vulnerability of its users, without increasing flood risk elsewhere, and, where possible, will reduce flood risk overall.
Sequential test	Aims to steer new development to areas with the lowest probability of flooding.
Essential infrastructure	Essential infrastructure includes essential transport infrastructure, essential utility infrastructure and wind turbines.
Water compatible	Water compatible land uses include flood control infrastructure, water-based recreation and lifeguard/coastal stations.
Less vulnerable	Less vulnerable land uses include police/ambulance/fire stations which are not required to be operational during flooding and buildings used for shops/financial/professional/other services.
More vulnerable	More vulnerable land uses include hospitals, residential institutions, buildings used for dwelling houses/student halls/drinking establishments/hotels and sites used for holiday or short-let caravans and camping.
Highly vulnerable	Highly vulnerable land uses include police/ambulance/fire stations which are required to be operational during flooding, basement dwellings and caravans/mobile homes/park homes intended for permanent residential use.





Appendix A

Site plans



NOTES			
FGC	FOR PRE-PLANNING APPLICATION 01	05/04/19	

28 REDINGTON RD. LONDON NW3 7RB

PROPOSED LOWER GROUND PLAN

FOR PRE-PLANNING APPLICATION 01 DRAWING STATUS

350 -JOB NO. SCALE (AS SHOWN)

Α

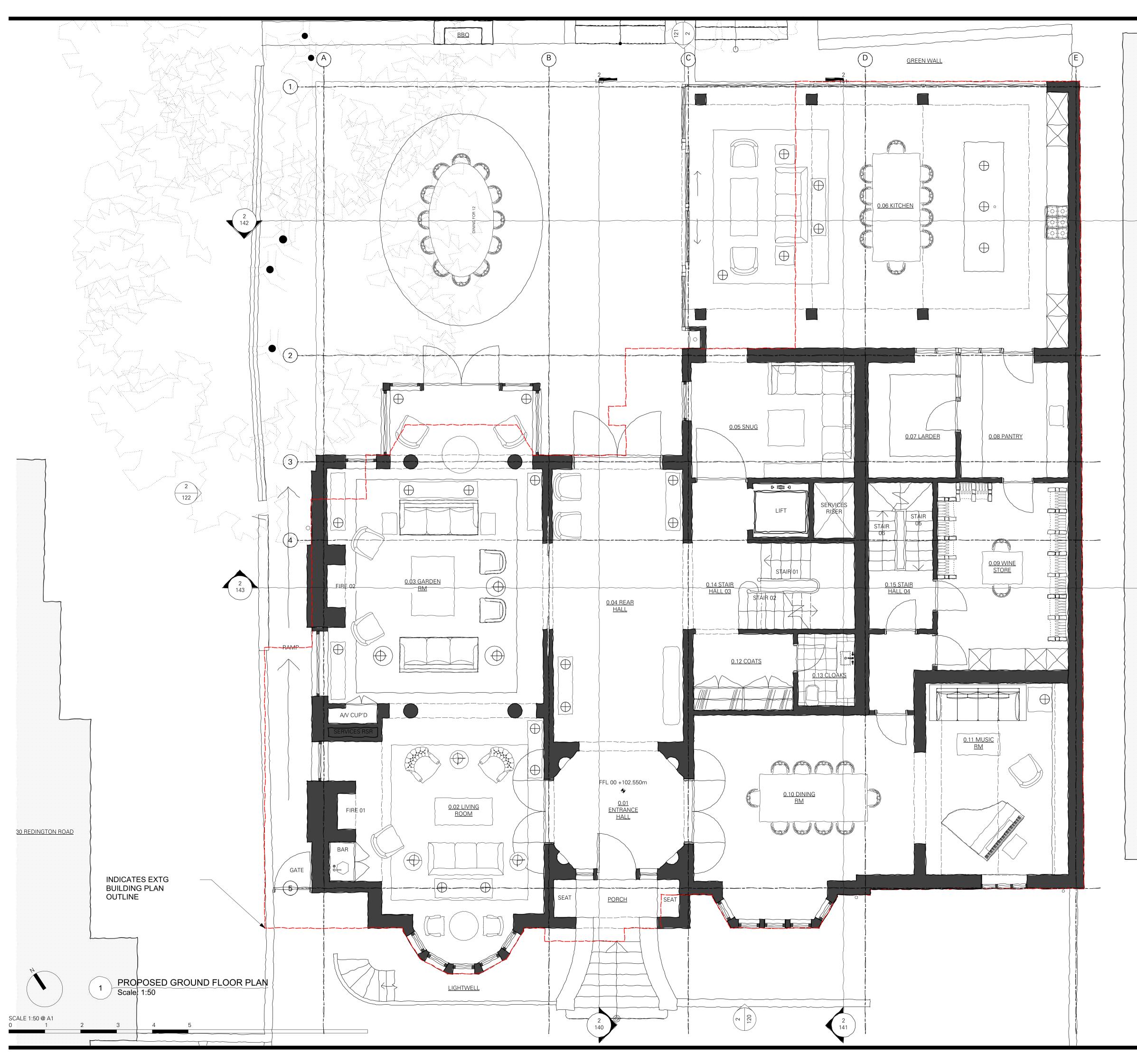
Thomas Croft Architects Studio 117 Great Western Studios 65 Alfred Road London, W2 5EU United Kingdom +44 (0)20 8962 0066 email@thomascroft.com www.thomascroft.com

100 1 DRAWING NO. REV

26 REDINGTON ROAD

2
123





NOTES			
FGC	FOR PRE-PLANNING APPLICATION 01	05/04/19	

28 REDINGTON ROAD, LONDON NW3 7RB

PROPOSED GROUND FLOOR PLAN

FOR PRE-PLANNING APPLICATION 01 DRAWING STATUS

350 -JOB NO. SCALE (AS SHOWN)

Α

101
DRAWING NO.1
REVThomas Croft Architects
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www.thomascroft.com865 Alfred Road
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United Kingdom

26 REDINGTON ROAD

2
123

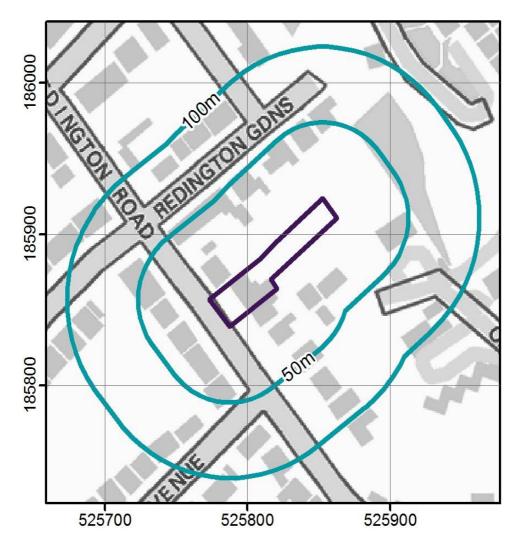




Appendix B

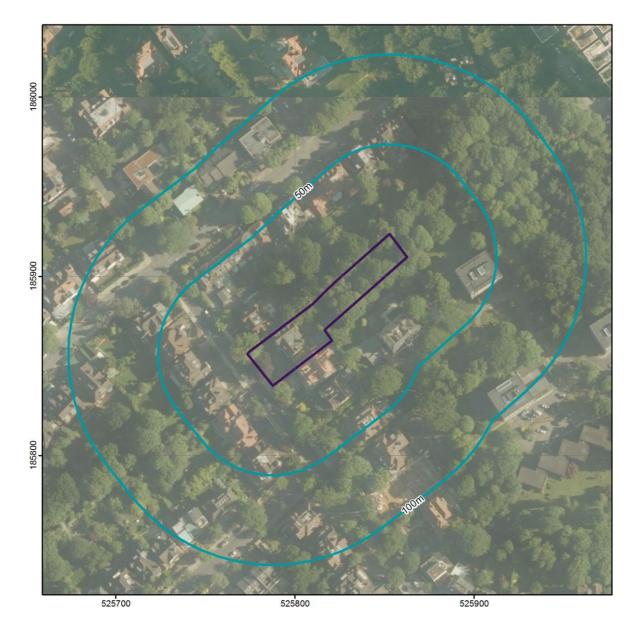
Commercial flood mapping

Site Location Plan (OS, 2019)

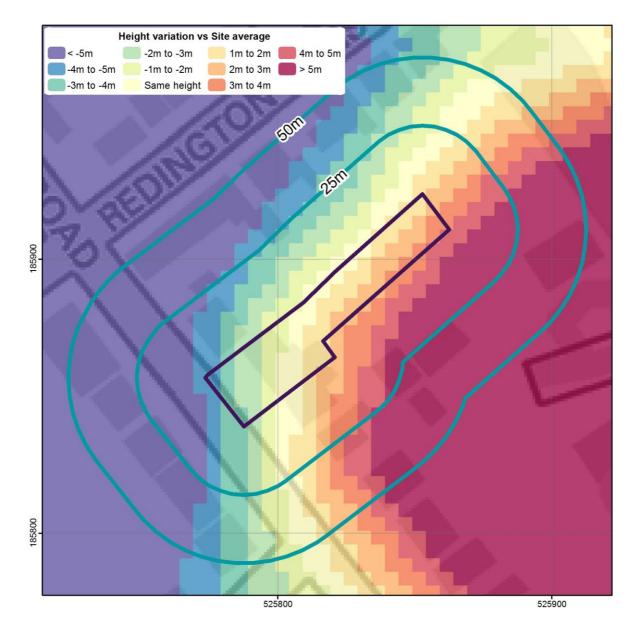


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Aerial Photograph (BlueSky, 2019)

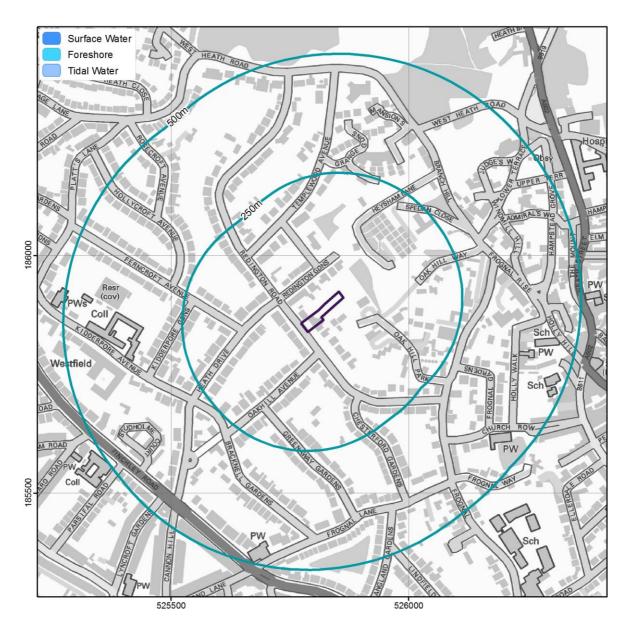


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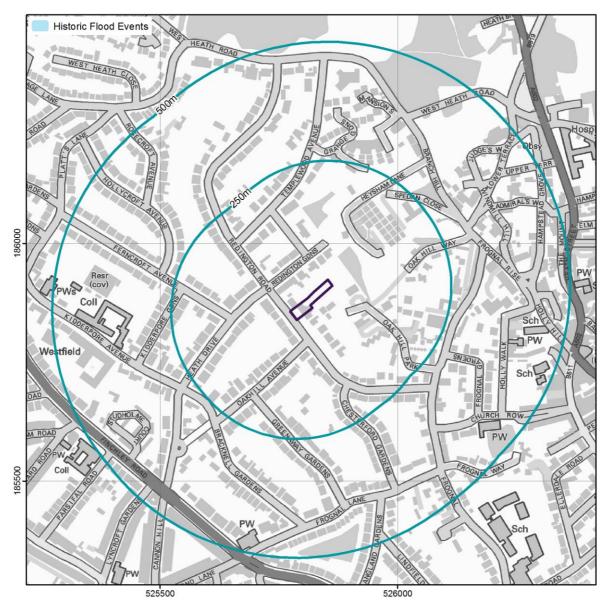
GeoSmart DTM5 (5m) map (EA, 2019)

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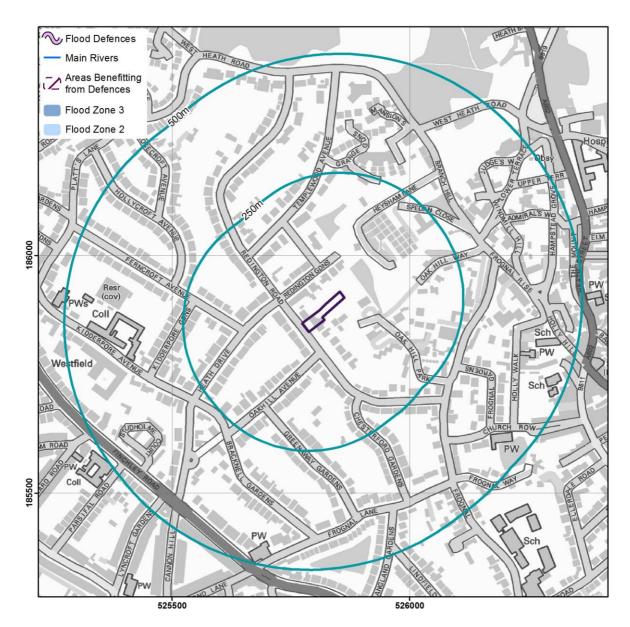
Ordnance Survey Surface Water Feature Vector Map (OS, 2019)

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Environment Agency Historic Flood Map (EA, 2019)

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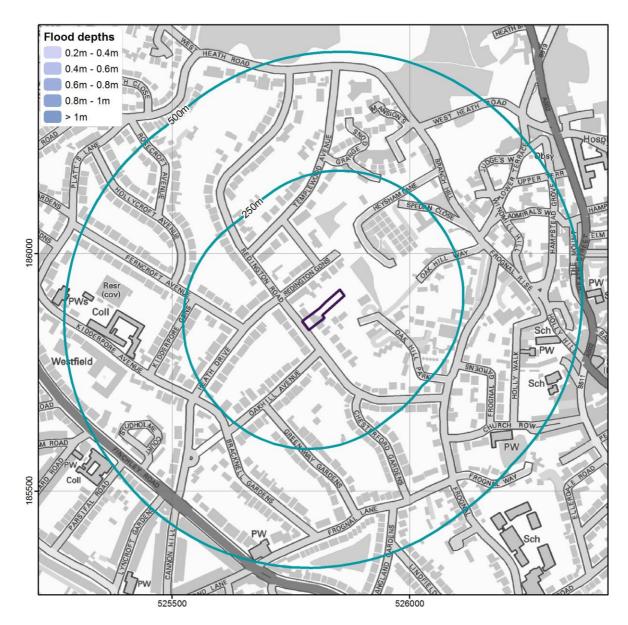
Environment Agency's Flood Map for Planning Purposes (EA, 2019)

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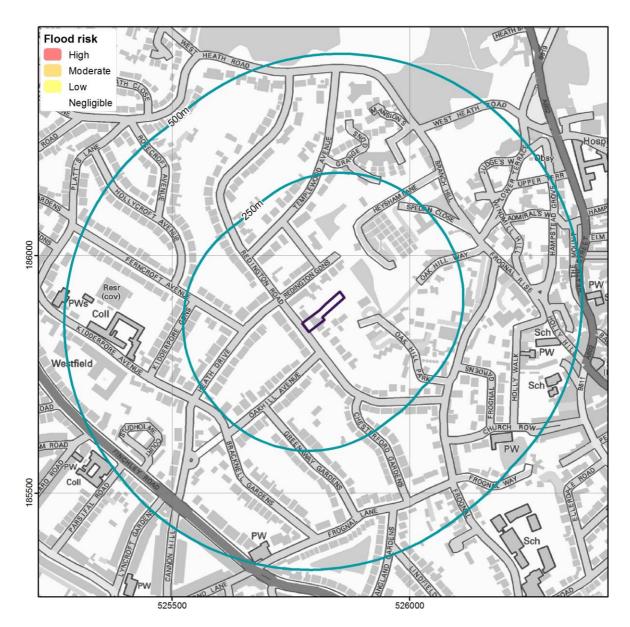
Environment Agency's Risk of Flooding from Rivers and Sea Map (RoFRS) (EA, 2019)

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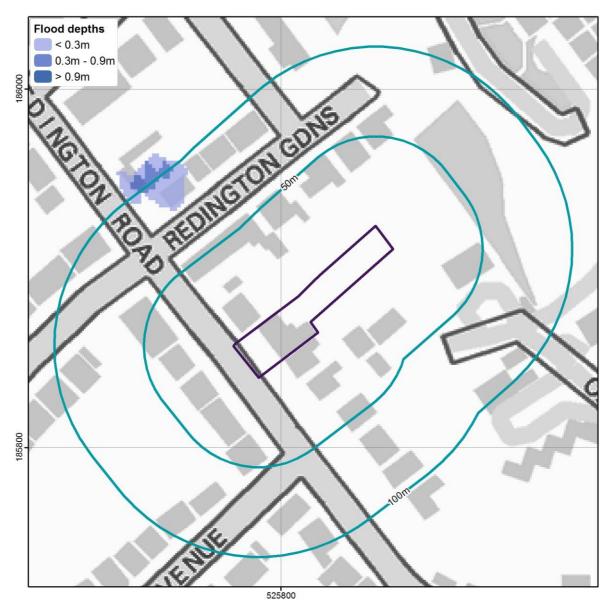
UKFloodMap4TM 1 in 100 year Fluvial/Tidal Flood Depth Map (Ambiental, 2019)

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GeoSmart Groundwater Flood Risk (GW5, v2.2) Map (GeoSmart, 2019)

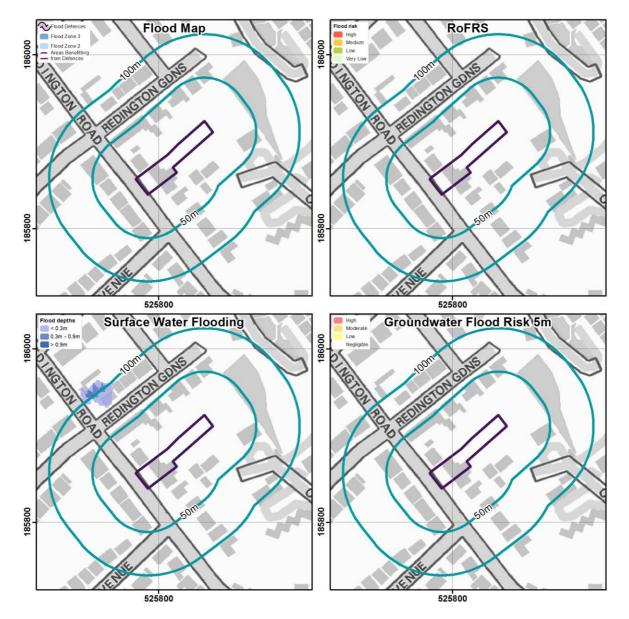
Contains Ordnance Survey data © Crown copyright and database right 2019 Contains British Geological Survey materials © NERC 2019



EA Risk of Flooding Surface Water (pluvial) 1 in 100 year Depth map (EA, 2019)

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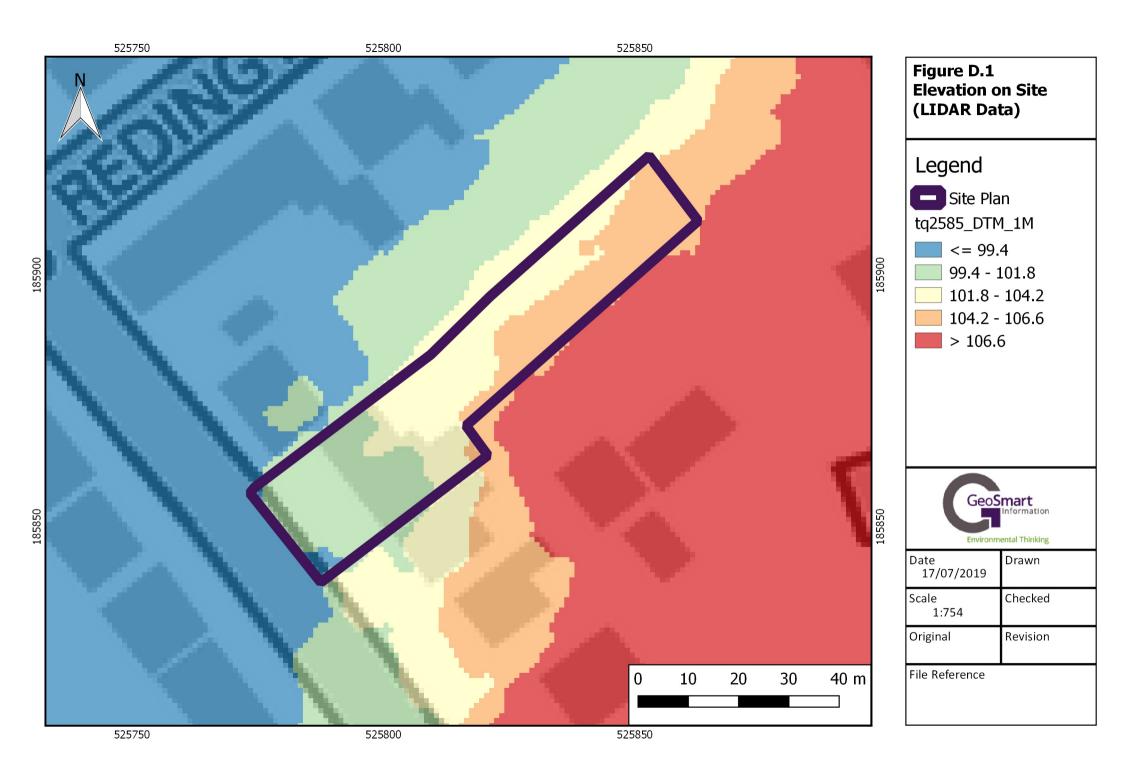


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Appendix C

Thames Water sewer flooding report





Appendix D

EA LiDAR ground elevation data





GeoSmart Information Ltd

Bellstone

Search address supplied 28 Redington Road London NW3 7RB

Your reference	71978
Our reference	SFH/SFH Standard/2019_4039422
Received date	12 July 2019
Search date	12 July 2019



Thames Water Utilities Ltd Property Searches, PO Box 3189, Slough SL1 4WW DX 151280 Slough 13



searches@thameswater.co.uk www.thameswater-propertysearches.co.uk



0845 070 9148





Search address supplied: 28,Redington Road,London,NW3 7RB

This search is recommended to check for any sewer flooding in a specific address or area

- TWUL, trading as Property Searches, are responsible in respect of the following:-
- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched;
- (iii) and any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments



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searches@thameswater.co.uk www.thameswater-propertysearches.co.uk



0845 070 9148





History of Sewer Flooding

Is the requested address or area at risk of flooding due to overloaded public sewers?

The flooding records held by Thames Water indicate that there have been no incidents of flooding in the requested area as a result of surcharging public sewers.

For your guidance:

- A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- "Internal flooding" from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- "At Risk" properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0800 316 9800 or website www.thameswater.co.uk



Thames Water Utilities Ltd Property Searches, PO Box 3189, Slough SL1 4WW DX 151280 Slough 13

searches@thameswater.co.uk www.thameswater-propertysearches.co.uk



0845 070 9148

Disclaimer

This report has been prepared by GeoSmart in its professional capacity as soil, groundwater, flood risk and drainage 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.

For full T&Cs see http://geosmartinfo.co.uk/terms-conditions

Important consumer protection information

This search has been produced by GeoSmart Information Limited, Suite 9-11, 1st Floor, Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU.

Tel: 01743 298 100

Email: 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

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

Please ask your search provider if you would like a copy of the search code

Complaints procedure

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.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. Complaints should be sent to:

Jemma Prydderch Operations Manager GeoSmart Information Limited Suite 9-11, 1st Floor, Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU Tel: 01743 298 100 jemmaprydderch@geosmartinfo.co.uk



Terms and Conditions

GEOSMART INFORMATION LIMITED Conditions of contract for environmental reports

June 2016, Version 1.2

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 Suite 9-11, Old Bank Buildings, Bellstone, Shrewsbury, SY1 1HU, 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 malfunction 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 £5,000,000 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 £5,000,000 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.