

# Groundsure Ground Stability Report

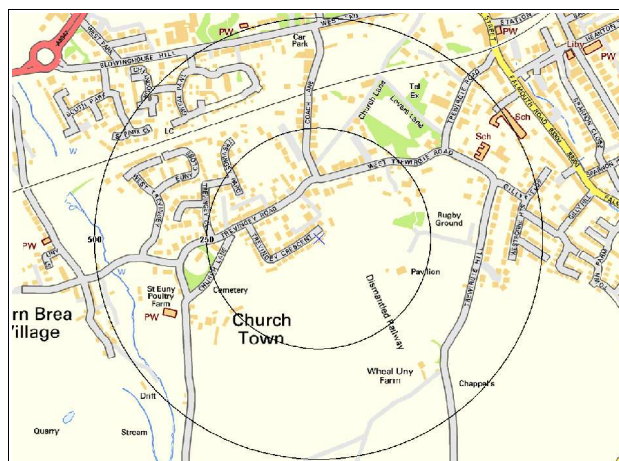
Address: Specimen Address

Date: Report Date

Groundsure Reference: Ground Stability Specimen

Your Reference: Ground Stability Specimen

Client: Groundsure



Brought to you by Groundsure



Report Reference: Ground Stability Specimen

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

# Overview of Findings

For detailed guidance on each dataset, please refer to the Summary of Findings sections listed below.

Factor	Assessment	Section
<b>Ground Workings and Infilled land</b>		
Historical Surface Ground Workings	In Need of Further Assessment	1.1
Historical Underground Workings	In Need of Further Assessment	1.2
Current Ground Workings	Passed	1.3
<b>Mining and Extraction</b>		
Historical Mining	In need of Further Assessment	2.1
Coal Mining	Passed	2.2
Shallow Mining	In Need of Further Assessment	2.3
Mining Cavities	In Need of Further Assessment	2.4
Natural Cavities	Passed	2.5
Brine Extraction	Passed	2.6
Gypsum Extraction	Passed	2.7
Tin Mining	In Need of Further Assessment	2.8
Clay Mining	Passed	2.9
<b>Natural Hazards &amp; Additional Factors</b>		
Natural Ground Subsidence	Negligible - Very Low	3.1
<b>Landfills</b>		
Operational or non-operational landfills	Passed	4
<b>Geology</b>		
Artificial	None	5.1
Drift	None	5.2
Bedrock	Yes	5.3
Boreholes	No	5.4

# Expert Assessment

## Consultant's Overview and Guidance

From the information within this report we consider it **possible** that Ground Stability Issues may affect the property.

The BGS have identified a low-moderate potential for shallow mining. This means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels. For further information regarding Tin Mining Groundsure recommends obtaining a Tin Mining report. This can be ordered by writing to Mining Searches UK, Highburrow Lane, Wilson Way, Pool Industrial Estate, Redruth, Cornwall. TR15 3RN Tel: 01209 218861

You may wish to check that any structural surveys performed on the property have taken the potential for ground instability into consideration. If such factors have not been considered, you may wish to contact the local Building Regulations Officer, Planning Department and if recently constructed, the site developers. Newer developments may benefit from an NHBC guarantee or other environmental warranty which often covers structural issues.

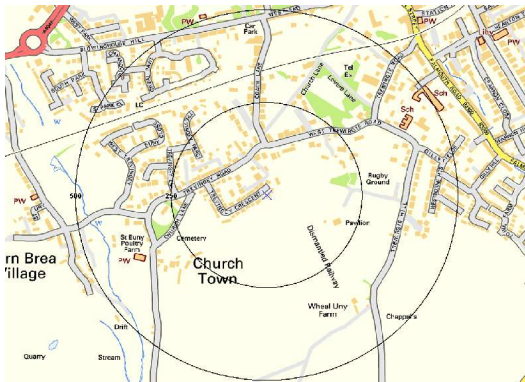
Unless suitable information is available confirming that suitable ground engineering techniques have been used at the site, you may wish to seek further more detailed assessment of stability and / or structural issues through a Chartered Surveyor or Chartered Engineer.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above Groundsure reference number.

# Aerial Photograph



Aerial photography supplied by Getmapping PLC.  
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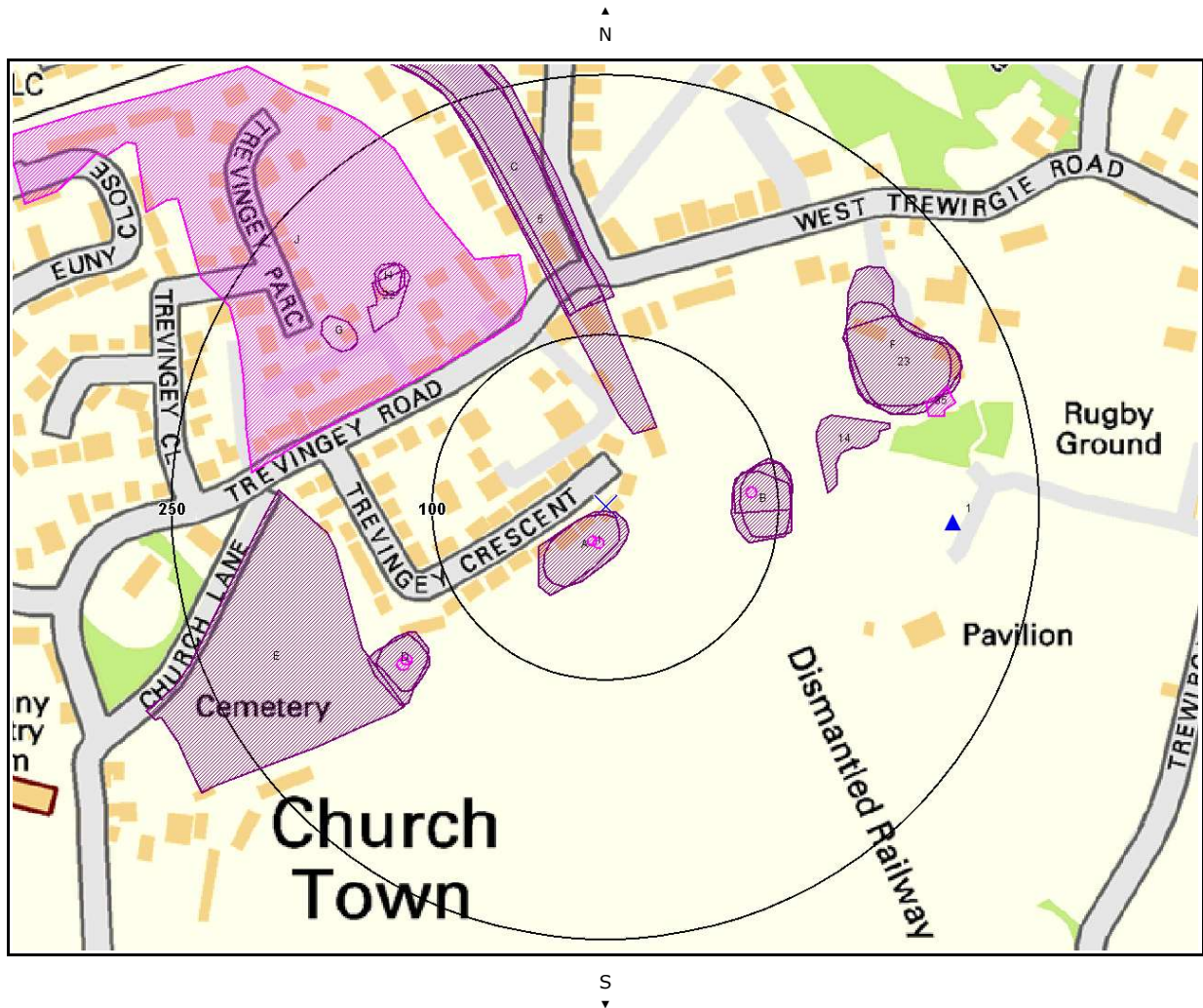
Site Name: Specimen Address

Grid Reference: 123456,123456

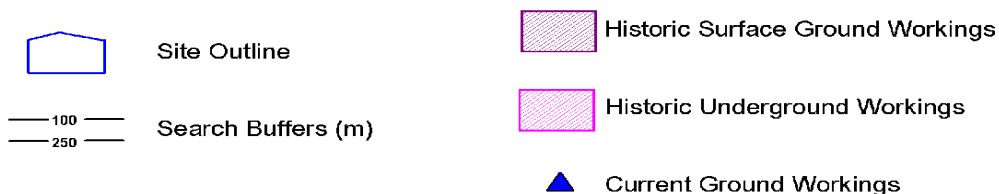


# Detailed Findings

## 1. Ground Workings



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# 1. Ground Workings

## 1.1 Historical Surface Ground Working Features derived from the Historical Mapping

This data set is derived from Groundsure's unique Historical Map Land Use Database

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? **Yes**  
Risk Assessment **In Need of Further Assessment**

**Guidance:** The study site has been identified as lying in proximity to areas potentially affected by surface ground workings. Areas that have undergone ground workings may cause ground instability problems such as subsidence, surface collapses, mass movement and landslides etc, depending on the nature of the workings and / or backfilling.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by Groundsure:

ID	Distance (m)	Direction	Use	Date
2A	2.0	S	Refuse Heap	1958
3A	4.0	S	Unspecified Heap	1879
4A	4.0	S	Refuse Heap	1906
5	45.0	N	Cuttings	1879
6B	73.0	E	Refuse Heap	1906
7B	73.0	E	Unspecified Heap	1879
8B	75.0	E	Unspecified Heap	1990
9B	75.0	E	Unspecified Heap	1976
10B	78.0	E	Refuse Heap	1958
11C	113.0	N	Cuttings	1906
12C	115.0	N	Cuttings	1958
13J	117.0	NW	Disused Tin and Copper	1906
14	127.0	E	Unspecified Ground Workings	1879
15D	130.0	SW	Refuse Heap	1958
16D	133.0	SW	Refuse Heap	1906
17D	133.0	SW	Unspecified Heap	1879
18E	156.0	W	Cemetery	1990
19E	156.0	W	Cemetery	1976
20F	160.0	NE	Unspecified Heap	1879
21F	161.0	NE	Refuse Heap	1906
22	163.0	NW	Unspecified Heap	1879
23	165.0	NE	Refuse Heap	1958
24G	172.0	NW	Refuse Heap	1906
25G	172.0	NW	Unspecified Heap	1879
26H	172.0	NW	Refuse Heap	1906
27H	172.0	NW	Refuse Heap	1958

## 1.2 Historical Underground Workings Features from Detailed Mapping

This data set is derived from Groundsure's unique Historical Map Land Use Database

Are there any Historical Underground Working Features within 250m of the study site boundary? **Yes**  
Risk Assessment **In Need of Further Assessment**

**Guidance:** The study site has been identified as lying in proximity to areas affected by underground workings. Areas that have undergone underground workings may cause ground instability problems such as subsidence, surface collapses, mass movement and landslides etc, depending on the nature of the workings and / or backfilling.

The following Historical Underground Working Features from Detailed Mapping information is provided by Groundsure:

Distance (m)	Direction	Use	Date
18.0	S	Unspecified Old Shaft	1958
18.0	S	Unspecified Shafts	1879
18.0	S	Unspecified Old Shaft	1906
82.0	E	Unspecified Shaft	1879
117.0	NW	Disused Tin and Copper	1906
141.0	SW	Unspecified Old Shaft	1958
144.0	SW	Unspecified Old Shaft	1906
194.0	E	Unspecified Old Shaft	1906

**Report Reference: Ground Stability Specimen**

**Brought to you by Groundsure**

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### 1.3 Current Ground Workings

This data set is derived from the BGS BRITPITS database covering active, inactive mines, quarries, oil wells, gas wells, mineral wharves, and rail deposits throughout the British Isles.

Are there any Current Ground Workings within 250m of the study site boundary? Yes  
Risk Assessment Passed

Guidance: No further action required.

The following Current Ground Workings information is provided by British Geological Society:

	Distance (m)	Direction	Use	Pit Name
1	200.0	E	Tin	East Carnbrea Mine

## 2. Mining and Extraction

### 2.1 Historical Mining

Are there any Historical Mining features within 500m of the study site boundary? Yes  
Risk Assessment In need of Further Assessment

Guidance: The study site has been identified as lying in proximity to areas affected by historical mining. Areas that have undergone mining may cause ground instability problems such as subsidence, surface collapses, mass movement and landslides etc, depending on the nature of the workings and or backfilling. Unless suitable information is available confirming that suitable ground engineering techniques have been used at the site, it would be prudent to contact the Local Authority Planning department to confirm that suitable design measures were implemented at the site during construction, or you may wish to have a detailed structural survey undertaken at the site by a RICS accredited surveyor.

The following Historical Mining information provided by Groundsure :

Distance (m)	Direction	Details	Date
18.0	S	Unspecified Old Shaft	1958
18.0	S	Unspecified Old Shaft	1906
18.0	S	Unspecified Shafts	1879
82.0	E	Unspecified Shaft	1879
117.0	NW	Disused Tin and Copper	1906
141.0	SW	Unspecified Old Shaft	1958
144.0	SW	Unspecified Old Shaft	1906
194.0	E	Unspecified Old Shaft	1906
250.0	NW	Disused Tin and Copper	1879
274.0	S	Unspecified Shaft	1879
318.0	E	Unspecified Shaft	1906
318.0	E	Unspecified Shaft	1879
321.0	E	Unspecified Old Shaft	1906
326.0	E	Unspecified Old Shaft	1958
377.0	S	Unspecified Shaft	1879
383.0	NW	Unspecified Shaft	1879
390.0	S	Unspecified Disused Shafts	1990
390.0	S	Unspecified Disused Shafts	1976
392.0	S	Unspecified Disused Shafts	1990
392.0	S	Unspecified Disused Shafts	1976
394.0	S	Unspecified Shaft	1879
394.0	S	Unspecified Old Shaft	1958
395.0	S	Unspecified Disused Shafts	1990
395.0	S	Unspecified Disused Shafts	1976
396.0	S	Unspecified Shaft	1879
397.0	S	Unspecified Shaft	1906
405.0	SE	Unspecified Shaft	1879
421.0	S	Unspecified Shaft	1879
425.0	S	Unspecified Shaft	1879
427.0	S	Unspecified Disused Shafts	1976
427.0	S	Unspecified Disused Shafts	1990
427.0	SE	Unspecified Old Shafts	1906
427.0	SE	Unspecified Shaft	1879
429.0	SE	Unspecified Old Shafts	1958
429.0	SE	Unspecified Disused Shafts	1976
429.0	SE	Unspecified Disused Shafts	1990
430.0	S	Unspecified Shaft	1958
430.0	S	Disused Tin	1906
431.0	S	Unspecified Shaft	1958
432.0	S	Unspecified Shaft	1906
434.0	S	Unspecified Shaft	1906
434.0	S	Unspecified Shaft	1879
451.0	S	Unspecified Shaft	1879
461.0	S	Engine Shaft	1906
470.0	S	Engine Shaft	1879
472.0	W	Unspecified Disused Shaft	1990
472.0	W	Unspecified Disused Shaft	1976
478.0	S	Unspecified Disused Shaft	1976
478.0	S	Unspecified Disused Shaft	1990
479.0	W	Unspecified Shaft	1879



## 2.2 Coal Mining

Are there any coal mining areas within 75m of the study site?

No

Risk Assessment

Passed

Guidance: The study site is not located on or in proximity to an area which is affected by surface or sub-surface coal mining. No further action is recommended.

## 2.3 Shallow Mining

What is the maximum hazard of subsidence relating to shallow mining within 175m\* of the study site?

Low - Moderate

Risk Assessment

In Need of Further Assessment

The following shallow mining information provided by the British Geological Survey is not represented on Mapping:

Distance[m]	Direction	Details
0.0	On Site	Low-Moderate

Guidance: Many types of mining such as ironstone or limestone extraction take place close to the surface. These types of mining can pose a subsidence risk as they sometimes cause surface collapses. Where low-moderate is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

## 2.4 Mining Cavities

Is the site located in an area of mining cavities?

Yes

Risk Assessment

In Need of Further Assessment

The following Non-Coal Mining Cavities information provided by Peter Brett Associates

Distance (m)	Direction	Address	Superficial Deposits	Bedrock Deposits	Type of Mining
248.0	E	CARN BREA EAST, Redruth, Cornwall	-	Mylor Slate Formation, Felsite, Granite	Bornite, Chalcocite, Copper, Malachite, Native Copper, Tetrahedrite

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are records within 250m of the site. Areas that are associated with mining cavities may cause ground stability problems such as subsidence, surface collapses, mass movement and landslides etc, depending on the style of mining used. Unless suitable information is available confirming that suitable ground engineering techniques have been used at the site, it would be prudent to contact the Local Authority Planning department to confirm that suitable design measures were implemented at the site during construction.

## 2.5 Natural Cavities

Is the site located in an area of natural cavities?

No

Risk Assessment

Passed

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

## 2.6 Brine Extraction

\* This Includes an automated buffer of 150m.

Is the site located in an area of brine extraction?  
Risk Assessment

No  
Passed

Guidance: No further action required.

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## 2.7 Gypsum Extraction

Is the site located in an area of gypsum extraction?  
Risk Assessment

No  
Passed

Guidance: No further action required.

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## 2.8 Tin Mining

Is the site located in an area of tin mining?  
Risk Assessment

Yes  
In Need of Further Assessment

Guidance: This site is within a postcode where tin mining is reported to have occurred. This may or may not mean that this site has been affected by tin mining. For further information you may wish to consider obtaining a Tin Mining report. This can be ordered by writing to Mining Searches UK, Highburrow Lane, Wilson Way, Pool Industrial Estate, Redruth, Cornwall. TR15 3RN Tel: 01209 218861

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## 2.9 Clay Mining

Is the site located in an area of clay mining?  
Risk Assessment

No  
Passed

Guidance: No further action required.

## 3. Natural Ground Subsidence

### 3.1 Natural Ground Subsidence

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What is the potential for natural ground subsidence\* within the search area? Negligible - Very Low  
Guidance

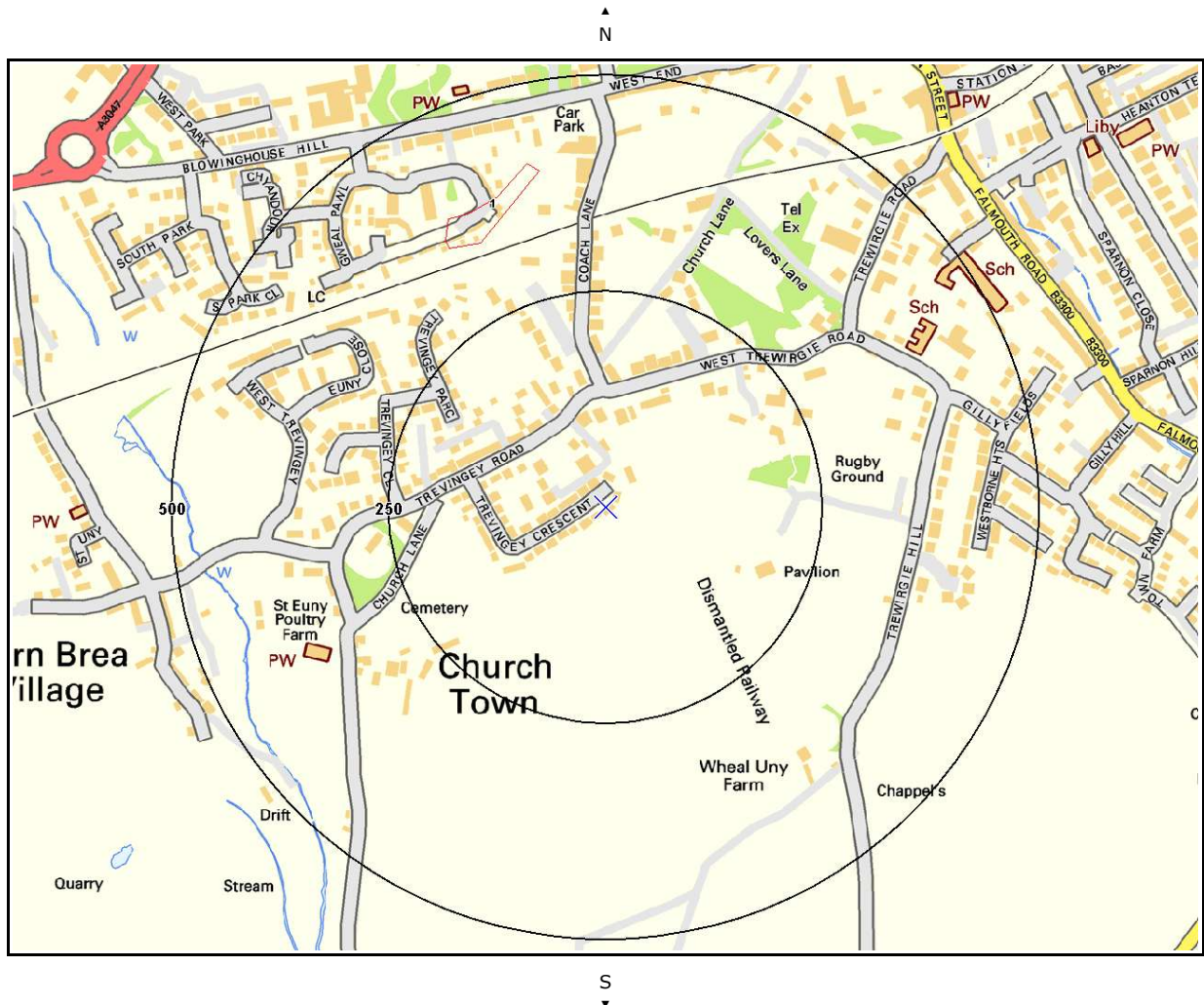
This hazard rating is obtained from the amalgamation of six datasets which are supplied and digitally combined by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sands. Many Factors may contribute to ground subsidence problems. For instance significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where negligible - very low potential is indicated, this means that you need take no further action in relation to natural ground subsidence in this area.

\*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

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## 4. Landfill and Waste Sites



Landfill & Waste Sites Legend

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✕	Site Centre		E.A. Active Landfill		Local Authority Landfill (Area Data)
	Search Buffers (m)		E.A. Historic Landfill (Area Data)		Local Authority Landfill (Point Data)
			BGS / DoE Survey Landfill		

## 4.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre?  
Risk Assessment Yes  
Passed  
Guidance: No action required.

## 4.2 British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

## 4.3 Environment Agency Active Landfill Sites

Database searched and no data found.

## 4.4 Environment Agency Historic Landfill Sites

The following records are represented as points and polygons on the Landfill and Waste Sites map. Only points or polygons within 500m of the property are detailed.

ID	Distance [m]	Direction	Site Name	Site Reference	Data Type
1	338.0	NW	Former Railway Cutting, Redruth Hospital, Redruth, Cornwall	-	Polygon

## 4.5 Groundsure Local Authority Landfill Sites Data

Database searched and no data found.



## 5. Geology

### 5.1 Artificial Deposits/Made Ground

Database searched and no data found.

### 5.2 Superficial Deposits/Drift Geology

Database searched and no data found.

### 5.3 Bedrock Deposits/Solid Geology

Records of Bedrock Deposits/Solid Geology within 25m of the study site:

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	MRS�-MBAR	MYLOR SLATE FORMATION	METABASALTIC-ROCK
2	2.0	N	MRS�-HSSL	MYLOR SLATE FORMATION	HORNFELSED SLATE AND HORNFELSED SILTSTONE

(Derived from 1:50,000 scale BGS Geological Survey Mapping)

### 5.4 Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

Records of boreholes within 250m of the search centre:

0

# Contacts

## Groundsure Helpline

Telephone: 08444 159 000  
info@groundsure.com



## Environment Agency

Tel: 08708 506 506  
Devon and Cornwall  
Sir John Moore House - Victoria Square, Bodmin, PL31 1EB  
Tel: 03708 506 506  
South West Tel: 03708 506 506  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



## Local Authority

Cornwall Council (Unitary). Address: County Hall, Treyew  
Road, Truro, Cornwall, TR1 3AY. Web:  
<http://www.cornwall.gov.uk/>. Tel: 0300 1234 100

## British Geological Survey Enquiries

Kingsley Dunham Centre  
Keyworth, Nottingham NG12 5GG  
Tel: 0115 936 3143. Fax: 0115 936 3276.  
Email: [enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
Web: [www.bgs.ac.uk](http://www.bgs.ac.uk)  
BGS Geological Hazards Reports and general geological  
enquiries



## The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill,  
Mansfield, Nottinghamshire, NG18 4RG  
Phone: 0345 7626 848 - DX 716176 MANSFIELD 5  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)  
Web: [www.groundstability.com](http://www.groundstability.com)



## Ordnance Survey

Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505



## Getmapping PLC

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



## CoPSO

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



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This report is produced by Groundsure Ltd, whose correspondence address is Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Fax: 01273 763569, Email: [info@4c.groundsure.com](mailto:info@4c.groundsure.com)). Groundsure's registered address is Groundsure Ltd, c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP. United Kingdom. Registration Number: 3421028. VAT Number 486 4004 42.

**Acknowledgements**

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## **Search Code**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.Groundsure.com](mailto:info@4C.Groundsure.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

### **The Code's core principles**

Firms which subscribe to the Search Code will:

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

### **COMPLAINTS**

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

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.Groundsure.com](mailto:info@4C.Groundsure.com)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

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



# Standard Terms and Conditions

## 1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

(i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

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

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

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

## 3 The Client's obligations

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

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

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

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

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

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

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

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

#### 4 Reliance

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

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

- (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers,
- (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

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

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

#### 5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

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

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

#### 6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

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

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

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

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that

those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

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

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

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

6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

#### 7. Liability: Particular Attention Should Be Paid To This Clause

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

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

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

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

7.4 Groundsure shall not be liable for

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

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

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

#### 8 Groundsure's right to suspend or terminate

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services,

Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

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

(i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

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

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

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

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

### **10 Consequences of Withdrawal, Termination or Suspension**

10.1 Upon termination of the Contract:

(i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and

(ii) the Client shall pay to Groundsure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

#### **11 Anti-Bribery**

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

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

### **12 General**

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

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

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be

valid unless signed by an authorised representative of Groundsure.

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

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

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

12.7 Groundsure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Third Party Data Providers;

(viii) changes in law; or

(ix) any other reason beyond Groundsure's reasonable control.

In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

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

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

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

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

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

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner.

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.