

## 7a, George Road, Erdington, Birmingham, B23 7QE

**Prepared for:**

L And01 Landmark1 Account  
Landmark(Test Account)  
6 - 7 Abbey Court,  
Sowton Ind Estate  
Exeter  
Devon  
EX2 7HY

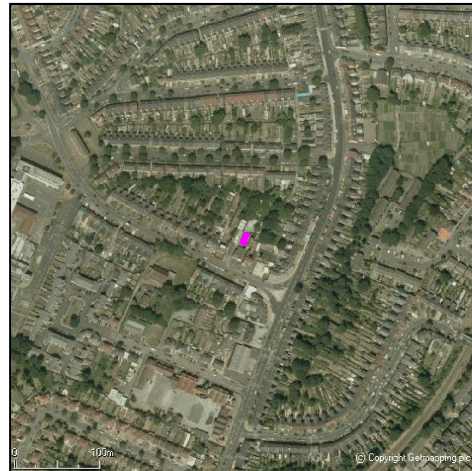
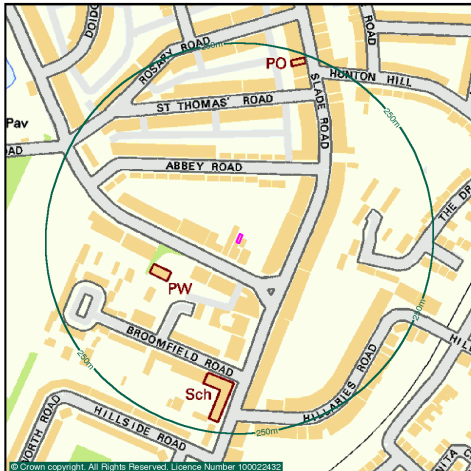
**Report reference:** SCF\_28367751\_1\_1

**Report Date:** 13-JUL-2009

**Customer Reference:** SAMPLE

**National Grid Reference:** 409760 290840

**Site Area:** 43 m<sup>2</sup>



If you have any questions on the contents of this Report please contact Landmark Customer Helpdesk open from 9:00am - 5:30pm, Monday - Friday, via one of the following channels:

which is

**Telephone:** 0844 844 9966  
**Fax:** 0844 844 9980  
**Email:** [info@landmarkinfo.co.uk](mailto:info@landmarkinfo.co.uk)  
**Website:** [www.sitecheck.co.uk](http://www.sitecheck.co.uk)

## Flood Risk Assessment

### Overall Assessment



RPS would consider that the site is at a LOW risk of tidal and/or fluvial flooding but may still be prone to flooding from other sources.

### Tidal / Fluvial

No significant flood risks identified

### Groundwater

#### Appraisal

The site has been identified in an area potentially vulnerable to groundwater flooding. However, unless the building is located at the lowest part of the site or has basement structures, this is unlikely to pose a significant risk.

#### Development Advice

The site is located on geological deposits likely to contain shallow or perched groundwater. These deposits may provide development constraints, either with regard to permanent underground structures such as basements or temporary construction features such as excavations. Shallow groundwater may also limit the potential for soakaway based sustainable urban drainage systems.

### Surface Water and Surcharging

#### Development Advice

Whilst the site is located outside the EA identified flood zones a flood risk assessment may still be needed to support planning applications due to local issues with surface water drainage, particularly regarding designated critical drainage areas and/or other local policies. Advice should be sought from Birmingham City Council.

The site is located outside the EA's identified flood zones, however, the site may still be prone to other forms of flooding such as surface water, pluvial or surcharging of drains.

### Pluvial

No significant flood risks identified.

### Reliance

Reliance of this report is permitted for a named lender and/or a third party for up to six months from the date it was produced. Please see the notes at the back of this report for more details.

Any further work undertaken by RPS will be carried out under RPS Standard Terms and Conditions.

## Flood Risk Assessment

### Services

If you require RPS to carry out any work on your behalf, please fax confirmation on 020 7928 0708 or email to [SitecheckFlood@rpsgroup.com](mailto:SitecheckFlood@rpsgroup.com).

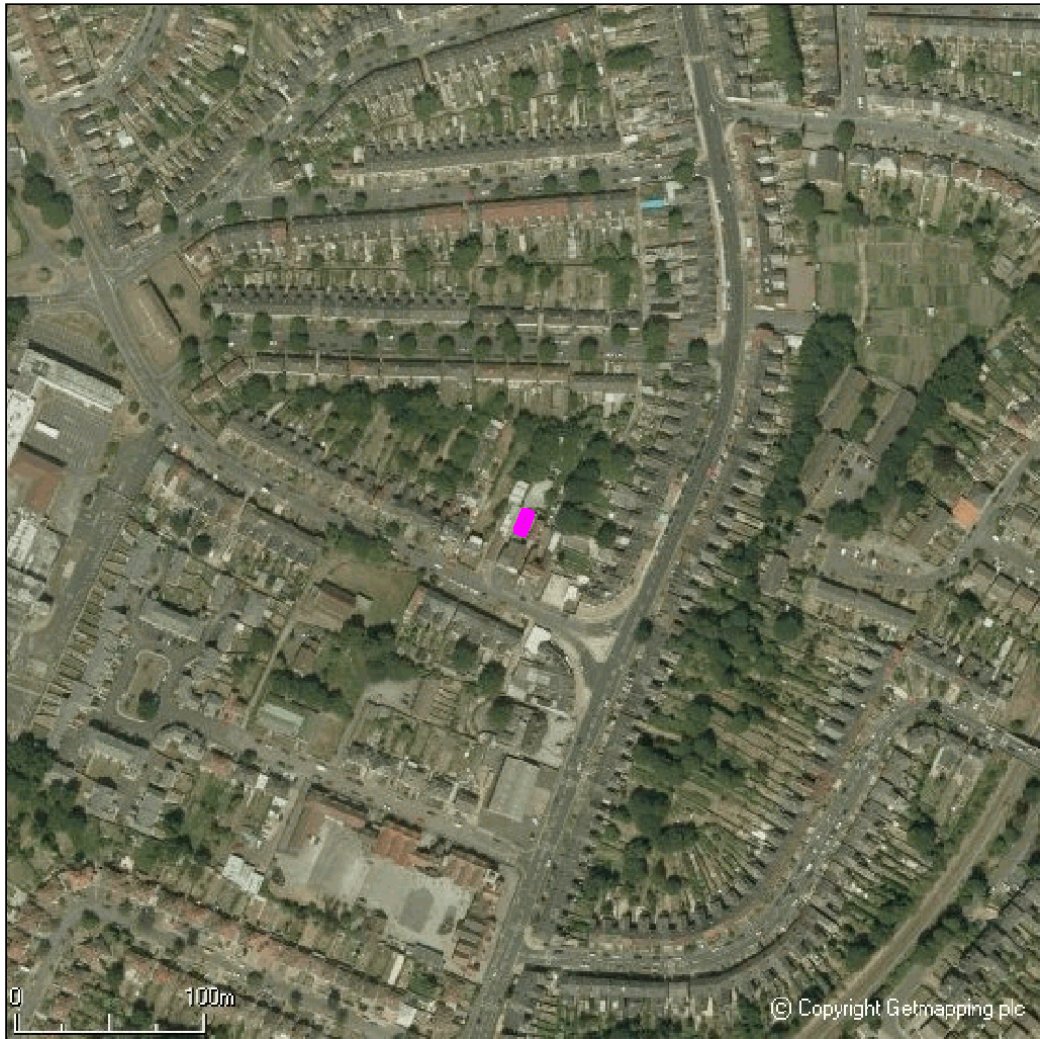
RPS can assist with any potential further work highlighted in the assessment. Following a review of any further information it may be practicable to revise the risk assessment of the site in context with the current and proposed site use. A separate letter/report would be produced to confirm the updated professional opinion. Any additional fees would be agreed prior to undertaking the work.

Should you require any further information on this report, please contact Sitecheck Customer Services on 0844 844 9966 or the RPS Commercial Advice line on 020 7261 1091.



**Andrew Troup MRICS**  
Chartered Environmental Surveyor

<b>Report Sections and Details</b>	<b>Page</b>
<b>Aerial Photo</b>	<b>1</b>
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	
<b>Location Map</b>	<b>2</b>
The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.	
<b>Summary Table</b>	<b>3</b>
This section comprises of a summary table of the information found on site and in its vicinity.	
<b>RMS Flooding</b>	<b>4</b>
This section contains the Risk Management Solutions flood data. The data is based upon the likelihood of a flood occurrence for 3 flood return periods; these being 75 years, 100 years and 1000 years. Each return period can detail both defended and/or undefended flood features, with each feature also reporting an associated flood depth. In addition pluvial flood features are also detailed where applicable, however tidal flooding is not included.	
<b>EA Flooding</b>	<b>8</b>
This section gives details of EA Flooding data which includes extent of flooding or extreme flooding, flood defences and areas benefiting from flood defences. If EA Flood Zones are in the vicinity of the property, then an EA Flood Map is included within this section.	
<b>BGS Flooding</b>	<b>9</b>
This section details BGS Groundwater Flooding data and vulnerability to inland or coastal flooding.	
<b>Insurance Risk Rating</b>	<b>12</b>
This section gives an indication of the level of flood risk for the property as identified by Norwich Union, as well as an indication of the insurance claims rating for flooding within the postcode sector.	
<b>Guidance Notes for the Practitioner</b>	<b>13</b>
This section gives guidance on the purpose, methodology and scope of the RPS Flood Risk Assessment.	
<b>Useful Information</b>	<b>15</b>
This section contains information which may be of use when interpreting the report.	
<b>Useful Contacts</b>	<b>17</b>
All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	



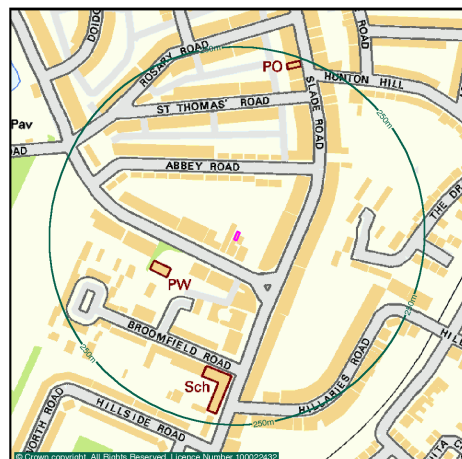
**Site**  
7a, George Road, Erdington, Birmingham, B23 7QE

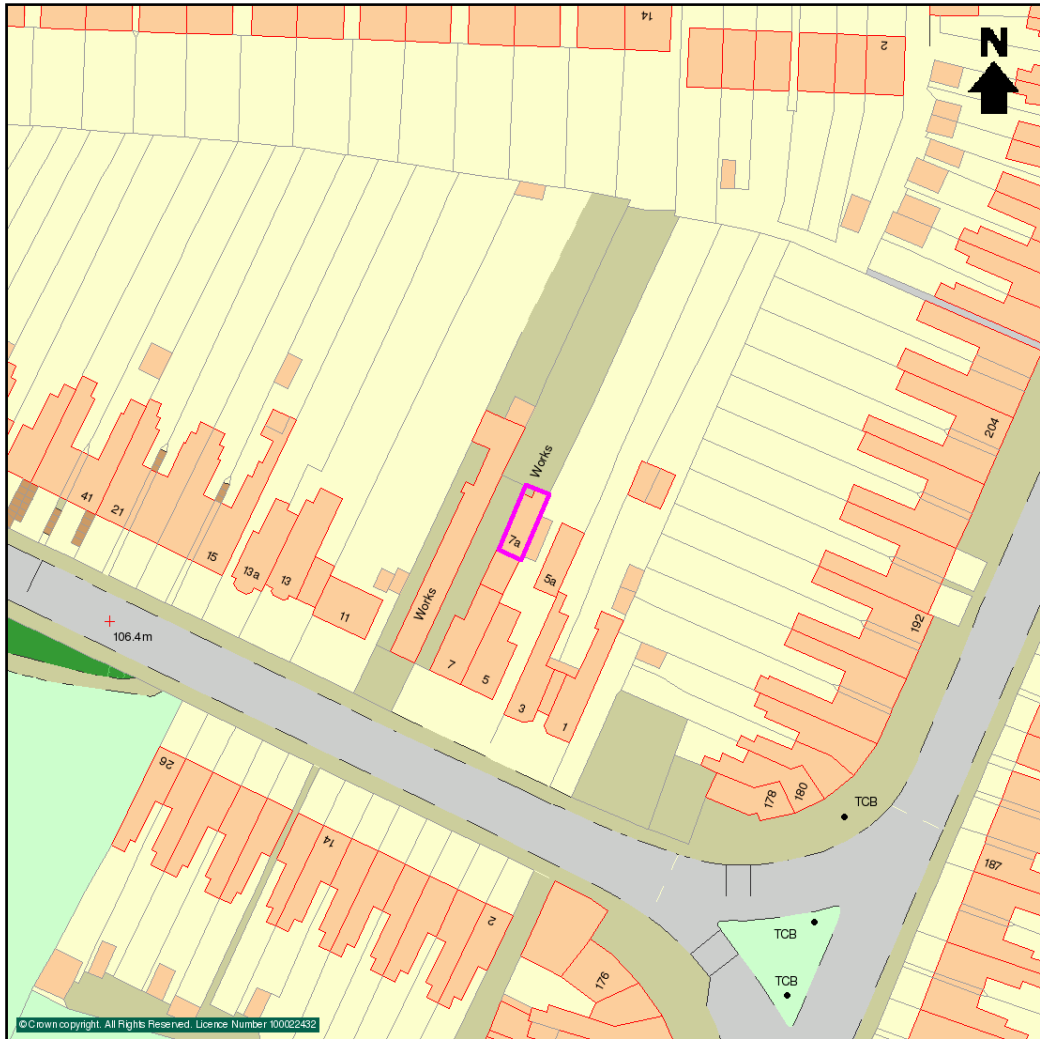
**Grid Reference**  
409760, 290840

**Report Reference**  
SCF\_28367751\_1\_1

**Customer Reference**  
SAMPLE

**Size of Site**  
43 m<sup>2</sup>





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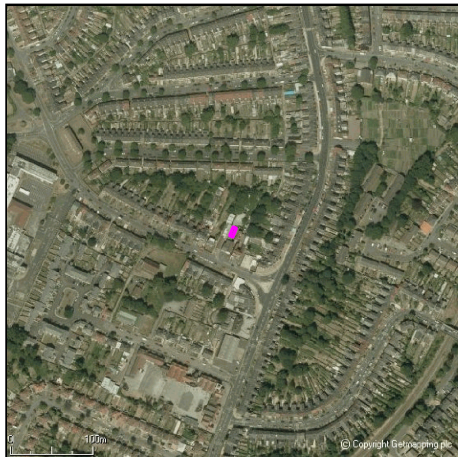
SCF\_28367751\_1\_1

**Customer Reference**

SAMPLE

**Size of Site**

43 m<sup>2</sup>



<b>RMS Flood Risk</b>	<b>On Site</b>	<b>0-250m</b>
	<b>0</b>	<b>4</b>
<b>RMS Flooding</b>		
RMS 75 year Flood Return	0	2
RMS 100 year Flood Return	0	1
RMS 1000 year Flood Return	0	1

<b>Environment Agency Flood Risk</b>	<b>On Site</b>	<b>0-250m</b>
	<b>0</b>	<b>0</b>
<b>EA Flooding</b>		
Extreme Flooding from Rivers or Sea without Defences	0	0
Flooding from Rivers or Sea without Defences	0	0
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0

<b>British Geological Survey Flood Risk</b>	<b>On Site</b>	<b>0-50m</b>
	<b>1</b>	<b>1</b>
<b>BGS Flooding</b>		
BGS Groundwater Flooding Susceptibility	1	1
BGS Geological Indicators of Flooding	0	0

<b>NU Flood Risk Rating</b>	<b>On Site</b>
	<b>1</b>
<b>NU Flood Risk</b>	
Property-based Flood Risk	1

<b>Insurance Claims Rating</b>	<b>On Site</b>
	<b>1</b>
<b>Insurance Claims</b>	
Postcode Sector Insurance Claim Ratings - Flood	1

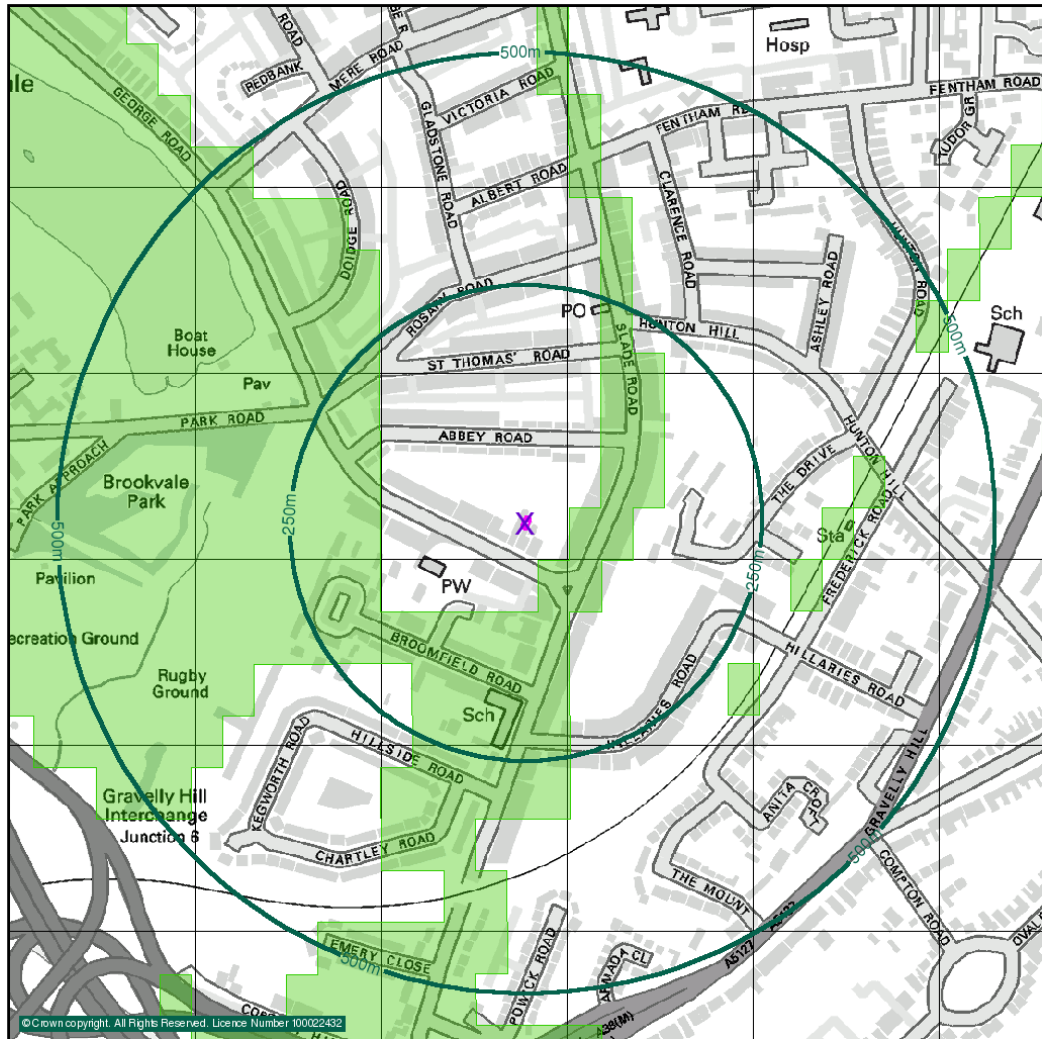
75 Year Return Period












General	Flood Depth (mm)	Defended Flood	Undefended Flood	Pluvial Flood (flood depth n/a)
Site Boundary	0-200			
Search Buffer	201-500			
Bearing Reference Point	501-2000			
Reference Number	2001+			

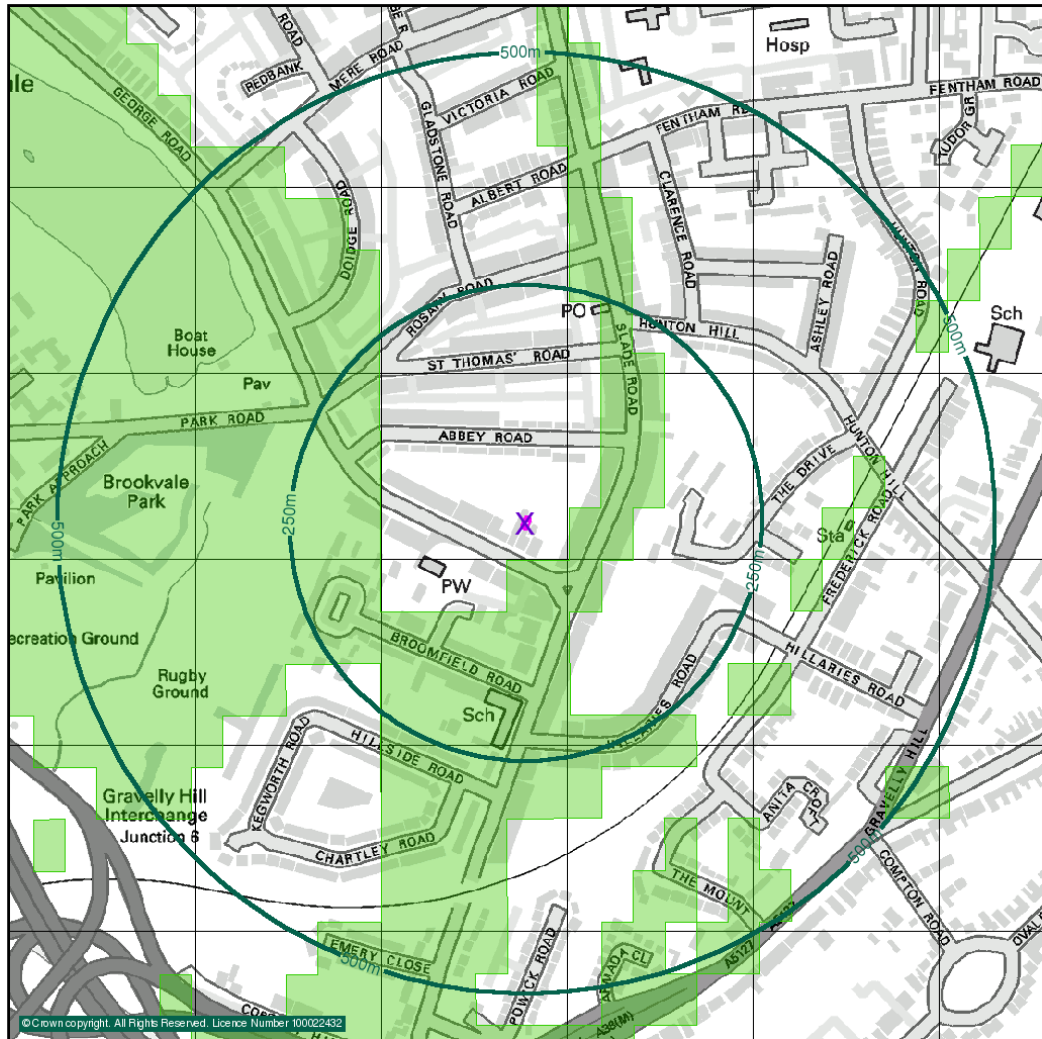


### 100 Year Return Period



General	Flood Depth (mm)	Defended Flood	Undefended Flood	Pluvial Flood (flood depth n/a)
Site Boundary	0-200			
Search Buffer	201-500			
Bearing Reference Point	501-2000			
Reference Number	2001+			

1000 Year Return Period



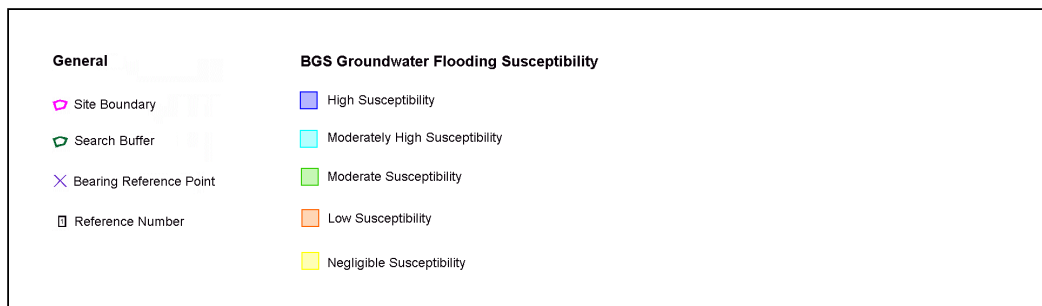
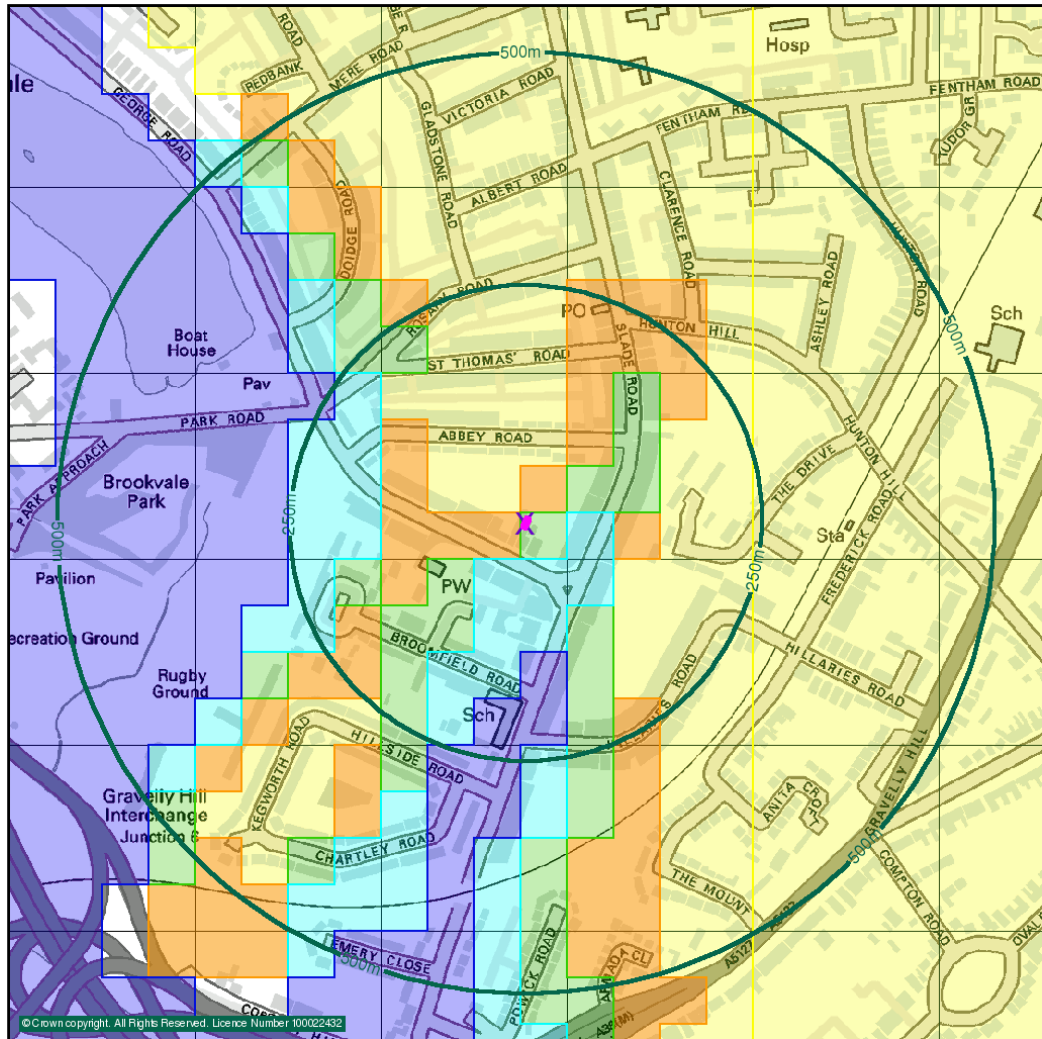
General	Flood Depth (mm)	Defended Flood	Undefended Flood	Pluvial Flood (flood depth n/a)
Site Boundary	0-200			
Search Buffer	201-500			
Bearing Reference Point	501-2000			
Reference Number	2001+			

<b>RMS Flood Risk</b>		<b>Ref No.</b>	<b>Search Buffer</b>	<b>Direction</b>
<b>RMS Flooding</b>				
<b>RMS 75 year Flood Return</b>				
<b>Flood Type / Depth:</b>	75 year pluvial flood, depth is not applicable	-	0-250m	S
<b>Flood Hazard:</b>	Pluvial Flood Risk			
<b>Flood Type / Depth:</b>	75 year pluvial flood, depth is not applicable	-	0-250m	W
<b>Flood Hazard:</b>	Pluvial Flood Risk			
<b>RMS 100 year Flood Return</b>				
<b>Flood Type / Depth:</b>	100 year pluvial flood, depth is not applicable	-	0-250m	S
<b>Flood Hazard:</b>	Pluvial Flood Risk			
<b>RMS 1000 year Flood Return</b>				
<b>Flood Type / Depth:</b>	1000 year pluvial flood, depth is not applicable	-	0-250m	S
<b>Flood Hazard:</b>	Pluvial Flood Risk			



General		Area of Floodplain	
	Site Boundary		Extreme Flooding from Rivers or Sea without Defences (Zone 2)
	Search Buffer		Flooding from Rivers or Sea without Defences (Zone 3)
	Bearing Reference Point		Flood Water Storage Areas
	Reference Number		Flood Defences

### BGS Groundwater Flooding Susceptibility Map



**BGS Geological Indicators of Flooding Map**



General	BGS Geological Indicators of Flooding
Site Boundary	Coastal
Search Buffer	Inland
Bearing Reference Point	Bodies of Water
Reference Number	

<b>British Geological Survey Flood Risk</b>		<b>Ref No.</b>	<b>Search Buffer</b>	<b>Direction</b>
<b>BGS Flooding</b>				
<b>BGS Groundwater Flooding Susceptibility</b>				
<b>Flooding Type:</b> <b>Contact:</b>	Moderate Susceptibility to Groundwater Flooding 3	-	On Site	W
<b>Flooding Type:</b> <b>Contact:</b>	Moderately High Susceptibility to Groundwater Flooding 3	-	0-50m	S

NU Flood Risk Rating		Ref No.	Search Buffer	Direction
NU Flood Risk				
<b>Property-based Flood Risk</b>				
<b>Flood Risk Rating:</b>	Negligible Flood Risk Rating	-	On Site	S
<b>Contact:</b>	1			

Insurance Claims Rating		Ref No.	Search Buffer	Direction
Insurance Claims				
<b>Postcode Sector Insurance Claim Ratings - Flood</b>				
<b>Insurance Rating:</b>	Very Low Flood Insurance Claim Rating - No Recorded Claims	-	On Site	NE
<b>Postcode Sector:</b>	B23 7			
<b>Contact:</b>	1			



## RPS

RPS Consultants Ltd ('RPS') is part of the RPS Group plc, the largest European Environmental Consultancy with over 4,500 staff and a network of offices throughout the UK, Europe and key offices worldwide. As a leading advisor to the financial and property sector on potential environmental liabilities it has over thirty years experience advising on contaminated and 'brownfield' sites in the UK, and acts as a panel advisor to the majority of the UK's clearing banks, property developers/agents and the legal profession.

The expertise of RPS staff together with the company's in-depth knowledge and experience in the marketplace can help you find economic solutions for even the most difficult sites.

## Purpose of the Assessment

The purpose of the RPS Risk Assessment is to assist parties involved in property transactions in assessing the risk of flooding based on the factual data presented by Landmark in this report. It provides structured guidance and advice on the interpretation of numerous sources of flood-related data, the potential for flooding and details on the significance of flood risk; both in the context of sites which remain in their current use and in any redevelopment / planning scenario.

The client also has access to a technical helpline offering free initial advice and consultation by the RPS panel of consultants who provide the assessments.

Overall, RPS aims to provide clear, concise and commercially-focused advice to facilitate property transactions and also assist with necessary guidance in planning and redevelopment scenarios.

## RPS Risk Assessment Methodology and Scope

In summary, the factual data provided by Landmark are passed through a specialist risk model and, where appropriate, a manual review and assessment is completed by a dedicated panel of specialist consultants. A professional opinion of the flood risk is subsequently reported.

The RPS Risk Assessment is based on the site boundary defined by the client and data contained within this report.

The bespoke risk model has been designed by RPS' flood risk team. The model takes into account the risk directly associated with fluvial (river), tidal (coastal), pluvial (rainfall ponding / surface water) and groundwater flooding.

Datasets used in the RPS risk model include the following:

1. Environment Agency flood data (1:20,000 scale);
2. British Geological Survey - geological maps (1:10,000 scale);
3. BGS - Geological Indicators of flooding (electronic data set); and
4. RMS - Pluvial flooding dataset.

Where a sufficient level of potential risk is identified, the report is automatically forwarded to the RPS team of flood risk consultants for a detailed review and manual assessment i.e non-automated. The outcome of the review and assessment is the provision of a flood risk rating and site-specific explanations of the level of risk. Guidance is also provided in relation to potential development of the site.

The resulting professional opinion enables the qualification of the level of flood risk at the site. Should further work be advised, RPS provides advice and direction to reduce or further clarify the risk. RPS can, on request, also provide a detailed scope of work and associated costs for any further work required (where considered necessary).

## RPS Risk Ratings

The classes of risk referred to within the RPS Risk Assessment take into account the type, extent and likely frequency of flooding on the site. The risk ratings can be generally defined as follows:

**Low Risk** - it is considered unlikely that significant flooding will occur at the site.

**Moderate Risk** - whilst the potential for flooding has been identified at the site, it either relates to a small part of the site only (particularly significant for larger areas) or it is not considered to be of extreme depth or high frequency.

**High Risk** - there is the potential for significant flooding at the site. This may include regular shallow flooding or less frequent flooding to significant depths with potential to disrupt site operations or impact development opportunities.

**Limits of the Report**

The RPS Risk Assessment comments upon the potential risk of significant flooding and is made solely on the basis of information presented in the Sitecheck Flood report. There are a number of forms of flooding not included in the presented data sets and as such are not included in the RPS assessment. These include, but are not limited to; flooding from sewers, burst water mains and flooding from other surface water bodies such as reservoirs, lakes and canals. An assessment of drainage suitability is not included. Potential off site impacts such as restricted access due to flooding in the vicinity of the site are also not included within the assessment.

The assessment does not include any physical inspection of the site or condition of the land. Direct requests for site-specific records from regulators i.e the Environment Agency have been undertaken.

The RPS assessment is not intended to provide a sufficient level of detail to fully comply with the requirements of flood risk assessments as detailed in Planning Policy Statement 25 'Development and Flood Risk' (PPS25) and advice should be sought as to what additional assessment is required to accompany planning applications for any development work which may be planned on the site. PPS25 was published by the Department of Communities and Local Government (DCLG) in December 2006. This document, along with its companion Practice Guide, provides central government's guidance on how flood risk issues should be dealt with for different types of development during the planning process.

If you have any queries regarding the information in this report and how to use it, please do not hesitate to contact the Sitecheck Helpdesk (see Contact details below).

**Other Environmental Issues**

Should there be other environmental issues at the site e.g ground contamination, geotechnical, or for energy / sustainability appraisals, please contact RPS for further free advice. RPS can provide the necessary additional services to ensure environmental issues placed in an appropriate commercial context to assist in transactions going forward.

**Contact Information**

For queries regarding the contents of the Report, please contact the Sitecheck Customer Helpdesk on 0844 844 9966.

For further information regarding the RPS flood risk assessment itself, or for general consultancy advice concerning property and environmental liability, please contact RPS on 020 7261 1091

**Flooding**

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

**RMS Flooding Data**

RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. It is provided "AS IS", without any warranty of any kind. The information provided is not intended to constitute professional advice or an endorsement by RMS of any kind regarding the use and suitability of the information. You rely on this information solely at your own risk. RMS shall not be liable for any damages (whether direct or consequential damages, including loss of profits) suffered by any recipient of this report or any third party relying upon or using this report. Please refer to the report user guide for further information.

**EA Data****Extent of Flooding**

The information given in England and Wales is based on the Environment Agency's Flood Map, specifically the extent of flooding. This shows flooding from rivers or sea without defences i.e. the natural flood plain area that could be affected in the event of flooding from rivers and the sea. An area affected by extreme flooding (Zone 2) indicates the extent of a flood with a 0.1% (1 in 1000) chance of happening each year.

**Extent of Extreme Flooding**

The information given in England and Wales is based on the Environment Agency's Flood Map, specifically the extent of flooding. This shows flooding from rivers or sea without defences i.e. the natural flood plain area that could be affected in the event of flooding from rivers and the sea. An area affected by flooding (Zone 3) indicates the extent of a flood with a 1% (1 in 100) chance of happening each year from a river and a 0.5% (1 in 200) chance of happening each year from the sea.

**Areas Benefiting from Flood Defences**

The information given in England and Wales is based on the Environment Agency's Flood Map, specifically the areas benefiting from flood defences. This shows areas that benefit from flood defences, in the event of a river flood with a 1% (1 in 100) chance of happening each year, or a flood from the sea with a 0.5% (1 in 200) chance of happening each year. If the defences were not there, these areas would flood.

**Flood Defences**

The information given in England and Wales is based on the Environment Agency's Flood Map, specifically the flood defences. This includes linear flood defences (such as walls and embankments). The linear flood defences shown are normally those built within the last 5 years to a specified standard. As a result not all flood defences may be shown.

**Flood Water Storage Areas**

The information given in England and Wales is based on the Environment Agency's Flood Map, specifically the flood water storage areas. This includes flood water storage areas (such as reservoirs and basins).

**BGS Data Information**

Where high susceptibility is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Where moderately high susceptibility is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Where moderate susceptibility is indicated, this means that given the geological conditions there may be a groundwater flooding hazard. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard. If there are records of previous incidences of groundwater flooding, then is recommended that other information e.g. rainfall history, property type, and land drainage information in addition to previous records of flooding be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Where low susceptibility is indicated, this means that given the geological conditions there may be a groundwater flooding hazard. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard. If there are records of previous incidences of groundwater flooding, then is recommended that other information e.g. rainfall history, property type, and land drainage information in addition to previous records of flooding be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

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Where susceptibility is negligible, this means that you need take no further action in relation to groundwater hazard in this area.

Where it is indicated that geological deposits which may be vulnerable to flooding are mapped in the search area, this does not necessarily mean that flooding will occur. The data behind the search are purely geological and do not take into account any man-made factors such as flood protection schemes. The data is indicating simply those geological deposits which have been associated with flooding in the recent geological past and which therefore may still be vulnerable to flooding. The BGS Geological Indicators of Flooding data should be regarded as complementary to, but not a replacement for, existing Environment Agency flood risk maps.

### Property Based Flood Risk

Norwich Union have generated a detailed flood risk assessment to accurately evaluate the flood risk for individual customers.

The information from this assessment has been used to define the risk shown - this is based on the individual property rather than the postcode. The flood risk assessment undertaken by Norwich Union is for river flooding and coastal flooding. No assessment has been made for flooding from other sources like groundwater flooding, flash flooding, sewerage flooding or flooding caused by defective household equipment or plumbing

### Insurance Claims

This risk is derived from the number of flood insurance claims in the postcode sector. The data includes validated claims notified to insurers including river and coastal flood, heavy rainfall and flooding following blockages to sewers etc. They do not include an escape of water from a fixed appliance.



**Contact Names and Addresses****1 Landmark Information Group Limited**

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Exeter  
Devon  
EX2 7HY

Telephone 01392 441761  
Fax 01392 441709

[cssupport@landmarkinfo.co.uk](mailto:cssupport@landmarkinfo.co.uk)  
[www.landmarkinfo.co.uk](http://www.landmarkinfo.co.uk)

**2 Environment Agency National Customer Contact Centre (NCCC)**

PO Box 544  
Templeborough  
Rotherham  
S60 1BY

Telephone 08708 506 506

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

Please note that the Environment Agency/SEPA have a charging policy in place for enquiries.

**3 British Geological Survey Enquiry Service**

British Geological Survey  
Kingsley Dunham Centre  
Keyworth  
Nottingham  
Nottinghamshire  
NG12 5GG

Telephone 0115 936 3143  
Fax 0115 936 3276

[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)  
[www.bgs.ac.uk](http://www.bgs.ac.uk)

**Other Contacts****Landmark Information Group Limited**

Legal and Financial  
The Smith Centre  
Fairmile  
Henley-on-Thames  
Oxon  
RG9 6AB

Telephone 0844 844 9966  
Fax 0844 844 9980

[info@landmarkinfo.co.uk](mailto:info@landmarkinfo.co.uk)  
[www.landmarkinfo.co.uk](http://www.landmarkinfo.co.uk)

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- d. Landmark may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
- e. These Terms, together with the prices and delivery details set out on our Websites, Landmark's Privacy Policy and Your Order comprise the whole agreement relating to the supply of Services to You by Landmark. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.
- f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

## 2. Services

- a. Landmark will use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Landmark does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Landmark does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.

## 3. Intellectual Property

- a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Landmark or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- b. Subject always to these Terms You may, without further charge, make the Services available to:
  - i. the owner of the Property at the date of the Report,
  - ii. any person who purchases the whole of the Property Site,
  - iii. any person who provides funding secured on the whole of the Property Site,
  - iv. any person for whom You act in a professional or commercial capacity,
  - v. any person who acts for You in a professional or commercial capacity; and
  - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Landmark shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark:-

- i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
  - ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
  - iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
  - iv. create any product which is derived directly or indirectly from the data contained in the Services
- f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
- g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

## 4. Charges

- a. VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.
- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

## 5. Termination

- a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-
  - i. You fail to make any payment due in accordance with clause 4;
  - ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
  - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
- b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.
- c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

## 6. Liability

- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.o below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark.
- e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.
- f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
  - i. Subject to clause 6.o below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
  - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

- for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- iv. Subject to clause 6.o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
  - v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
  - vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
  - vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
  - viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
  - ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
  - h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
  - i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.  
If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6.o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
  - j. In any event no person may rely on a Service more than 12 months after its original date.
  - k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
  - l. Time shall not be of the essence with respect to the provision of the Services.
  - m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
  - n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
  - o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.

## 7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Landmark are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part II(A) of the Environmental Protection Act 1990 ("the Notice") Landmark will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
  - i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
  - ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
  - iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site.
  - iv. the Contribution will not be paid in respect of any of the following:
    - Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
    - Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
    - Intentional non-compliance arising from the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of

the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.

- Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
- Any condition which is caused by acts of War or an Act of Terrorism.
- Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.
- Any fines liquidated damages punitive or exemplary damages.
- Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.
- Any financial loss in respect of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.
- Any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
  - e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
  - f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
  - g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
  - h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
  - i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.

## 8. Events Beyond Our Control

- a. You acknowledge that Landmark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.

## 9. Severability

- a. If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

## 10. Governing Law

- a. These terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

## 11. General: Complaints

- a. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
- b. Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment on Landmark's behalf.
- c. No waiver on Landmark's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time.
- e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicable possible.
- f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.
- g. Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to Landmark.