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Report Reference:	EMS-1076969
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Report Date	16 Sep 2013
Report Delivery Method:	Email - pdf

GroundSure GeoInsight

Address: Rother Valley Railway Extension,

Dear Sir/Madam,

Thank you for placing your order with GroundSure. Please find enclosed the **GroundSure GeoInsight** as requested.

If you would like further assistance regarding this report then please contact the emapsite customer services team on 0118 9736883 quoting the above report reference number.

Yours faithfully,

emapsite customer services team

Enc.
GroundSure GeoInsight

GroundSure GeoInsight

Address: Rother Valley Railway Extension,

Date: 16 Sep 2013

Report Reference: EMS-1076969

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Aerial Photograph of Study Site

NW N NE

W E

SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: Rother Valley Railway Extension,
Grid Reference: 575050,124173
Size of Site: 196.34 ha

Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary
1. Geology	Description
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	No
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	Yes
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	Yes
1.2.3 Are there any records of landslip within 500m of the study site boundary?	No
1.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	
1.3.2 Are there any records relating to permeability of bedrock within the study site* boundary?	Yes
1.3.3 Are there any records of faults within 500m of the study site boundary?	Yes
1.3.4 Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level
1.3.5 Is the property in an area where Radon Protection Measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?	No radon protective measures are necessary

* This includes an automatically generated 50m buffer zone around the site

Source:Scale 1:50,000 BGS Sheet No:304

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	24	7	30	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	1	0

3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	0	0
3.2 Coal Mining	0	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	2	0	0	6	9
3.5 Non–Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	1	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0

*This includes an automatically generated 50m buffer zone around the site

4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Low	-	-	-	-
4.2 Landslides	Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Null	-	-	-	-
4.4 Compressible Deposits	Moderate	-	-	-	-
4.5 Collapsible Deposits	Very Low	-	-	-	-
4.6 Running Sand	Low	-	-	-	-

* This includes an automatically generated 50m buffer zone around the site

5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	4	0	0	-	-

6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	23	2	0	-	-

1.1 Artificial Ground Map

NW N NE

W E

SW S SE

Artificial Ground Legend

Mapping sourced from Ordnance Survey

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Site Outline

500
1000
Search Buffers (m)

Made Ground (undivided)

Worked Ground (undivided)

Infilled Ground

Disturbed Ground (undivided)

Landscaped Ground (undivided)

Reclaimed Ground

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:304

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary? No

Database searched and no data found.

1.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site* boundary? No

Database searched and no data found.

---

* This includes an automatically generated 50m buffer zone around the site.

1.2 Superficial Deposits and Landslips Map

NW N NE

W E

SW S SE

Superficial and Landslips Legend

Mapping sourced from Ordnance Survey

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Site Outline

500
1000
Search Buffers (m)

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.2 Superficial Deposits and Landslips

1.2.1 Superficial Deposits/Drift Geology

Are there any records of Superficial Deposits/Drift Geology within 500m of the study site boundary? Yes

ID	Distance (m)	Direction	Lex Code	Description	Rock Description
1	0.0	On Site	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
2	0.0	On Site	ALV-CZPS	ALLUVIUM	SILTY PEATY SANDY CLAY
3	0.0	On Site	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
4	0.0	On Site	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
5	29.0	S	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
6	42.0	SE	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
7	352.0	N	HEAD-CSSG	HEAD	CLAY, SILT, SAND AND GRAVEL

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site* boundary? Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Intergranular	High	Very Low
0.0	On Site	Intergranular	Moderate	Very Low
0.0	On Site	Intergranular	Very High	High
0.0	On Site	Intergranular	Moderate	Very Low
0.0	On Site	Intergranular	Very High	High
29.0	S	Intergranular	Very High	High
42.0	SE	Intergranular	High	Very Low

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary? No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site* boundary? No

Database searched and no data found.

*This includes an automatically generated 50m buffer zone around the site.

1.3 Bedrock and Faults Map

NW N NE

W E

SW S SE

Bedrock & Faults Deposits Legend

Mapping sourced from Ordnance Survey

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Site Outline

500
1000

Search Buffers (m)

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:304

1.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	ASD-SDSL	Ashdown Formation - Sandstone And Siltstone, Interbedded	Valanginian / Berriasian
2	281.0	N	WDC-MDST	Wadhurst Clay Formation - Mudstone	Valanginian
3	322.0	S	WDC-MDST	Wadhurst Clay Formation - Mudstone	Valanginian
4	445.0	N	ASD-SDSL	Ashdown Formation - Sandstone And Siltstone, Interbedded	Valanginian / Berriasian

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site* boundary? Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	Moderate	Moderate
0.0	On Site	Mixed	Moderate	Moderate

1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary? Yes

ID	Distance (m)	Direction	Category Description	Feature Description
11	445.0	N	FAULT	Normal fault, inferred

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 Radon Affected Areas

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

1.3.5 Radon Protection

* This includes an automatically generated 50m buffer zone around the site.

Is the property in an area where Radon Protection are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

2. Ground Workings Map

NW N NE

W E

SW S SE

Ground Workings Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

Historic Surface Ground Workings

Historic Underground Workings

Current Ground Workings

2. Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? Yes

The following Historical Surface Ground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
1	0.0	On Site	574394,124123	Unspecified Heap	1897
2	0.0	On Site	574061,124163	Unspecified Heap	1992
3C	0.0	On Site	575760,124314	Ponds	1874
4A	0.0	On Site	575307,123831	Pond	1946
5A	0.0	On Site	575307,123831	Pond	1908
6A	0.0	On Site	575306,123832	Pond	1897
7B	0.0	On Site	575358,123930	Ponds	1897
8B	0.0	On Site	575362,123938	Ponds	1908
9B	0.0	On Site	575362,123938	Ponds	1946
10	0.0	On Site	575078,124021	Unspecified Heap	1897
11 C	0.0	On Site	575756,124313	Ponds	1897
12	0.0	On Site	574947,124257	Grave Yard	1874
13 B	0.0	On Site	575358,123930	Ponds	1874
14 A	0.0	On Site	575306,123829	Ponds	1874
15 A	0.0	On Site	575305,123828	Pond	1957
16 D	0.0	On Site	574889,124068	Pond	1975
17 A	0.0	On Site	575307,123831	Pond	1929
18 B	0.0	On Site	575362,123938	Ponds	1929
19	0.0	On Site	575895,123843	Unspecified Heap	1897
20	0.0	On Site	573735,124084	Pond	1957
21	0.0	On Site	576549,123970	Pond	1977
22 C	0.0	On Site	575756,124303	Ponds	1977
23	0.0	On Site	577318,124307	Unspecified Ground Workings	1897
24 D	0.0	On Site	574889,124068	Pond	1992
25 C	19.0	N	575767,124322	Pond	1957
26 C	20.0	N	575771,124322	Pond	1929
27 C	20.0	N	575771,124322	Pond	1908
28 C	20.0	N	575771,124322	Pond	1946
29 E	35.0	S	575540,123759	Pond	1897
30 E	37.0	S	575543,123755	Pond	1874
31 E	40.0	S	575543,123754	Pond	1957
32 F	65.0	N	574760,124439	Burial Ground	1975
33 F	65.0	N	574760,124439	Burial Ground	1992
34 G	66.0	SE	577388,124074	Cuttings	1910
35 G	69.0	SE	577387,124069	Cuttings	1872
36 H	71.0	S	574162,123614	Gravel Pit	1946

37 H	72.0	S	574189,123678	Unspecified Pit	1897
38 H	72.0	S	574165,123638	Unspecified Pit	1957
39 H	72.0	S	574165,123638	Unspecified Pit	1975
40 H	74.0	S	574190,123677	Unspecified Pit	1929
41 H	74.0	S	574190,123677	Unspecified Pit	1908
42 H	75.0	S	574244,123676	Unspecified Pit	1874
43	90.0	NW	573617,124311	Saw Pit	1897
44	116.0	E	577475,124297	Unspecified Ground Workings	1872
45J	125.0	SW	573438,123626	Brick and Tiles Works	1908
46I	163.0	SW	573570,123654	Sewage Filters	1946
47I	163.0	SW	573570,123654	Sewage Filters	1929
48I	163.0	SW	573570,123654	Sewage Filters	1908
49	182.0	SE	577456,124006	Cuttings	1872
50J	194.0	SW	573419,123662	Unspecified Pit	1908
51J	195.0	SW	573419,123716	Unspecified Pit	1929
52	216.0	N	575741,124509	Saw Pit	1897
53J	216.0	SW	573441,123603	Brick and Tile Works	1897
54 M	222.0	SW	573481,123584	Brick Works	1874
55 K	235.0	S	574108,123548	Unspecified Pit	1908
56 K	235.0	S	574108,123548	Unspecified Pit	1946
57 K	235.0	S	574108,123548	Unspecified Pit	1929
58 L	237.0	S	574352,123473	Sewage Works	1992
59 L	237.0	S	574352,123473	Sewage Works	1975
60 K	238.0	S	574102,123545	Unspecified Pit	1957
61	249.0	SW	573365,123666	Cuttings	1874

2.2 Historical Underground Workings Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary? No

Database searched and no data found.

2.3 Current Ground Workings

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

Are there any BGS Current Ground Workings within 1000m of the study site boundary? Yes

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

ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
62M	267.0	SW	5735 12,12 3577	Clay & Shale	Robertsbridge Brick Works	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased

3. Mining, Extraction & Natural Cavities Map

NW N NE

W E

SW S SE

Mining, Extraction & Natural Cavities Legend

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Site Outline

250
500
Search Buffers (m)

Historical Mining

Non-Coal Mining Cavities

Natural Cavities

Non-Coal Mining

Highly likely

Likely

Unlikely

Highly unlikely

Rare

3.Mining, Extraction & Natural Cavities

3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary? **No**

The following information provided by JPB is not represented on Mapping:

Database searched. No results found.

3.4 Non – Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary? **Yes**

The following non-coal mining information is provided by the BGS:

ID	Distance (m)	Direction	Name	Commodity	Assessment of likelihood
1	0.0	On Site	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
2	0.0	On Site	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
3	281.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
4	322.0	S	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.

5	446.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
6	480.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
7	485.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
8	490.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
9	546.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
10	607.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
11	611.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
12	661.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
13	665.0	N	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
14	687.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
15	790.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
16	796.0	N	Not available	Iron Ore	Rare - Infrequent minor mining may have occurred but restricted in extent.
17	839.0	S	Not available	Iron Ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.

3.5 Non – Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.7 Brine Extraction

This dataset provides information from the Brine Compensation Board which has been discontinued and is now covered by the Coal Authority.

Are there any Brine Extraction areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary? **Yes**

The following Gypsum Extraction information provided by British Gypsum is not represented on Mapping:

Distance (m)	Direction	Details
0.0	On Site	For further information regarding Gypsum mining GroundSure recommends obtaining a Gypsum report. This can be ordered by writing to Mr C R Thomas, Company Surveyor, Geological & Mining Services, British Gypsum Ltd, East Leake, Loughborough, LE12 6JQ

3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.4 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

Are there any Clay Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

4. Natural Ground Subsidence
4.1 Shrink-Swell Clay Map

NW N NE

W E

SW S SE

Shrink-Swell Clay Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.2 Landslides Map

NW N NE

W E

SW S SE

Landslides Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.3 Ground Dissolution Soluble Rocks Map

NW N NE

W E

SW S SE

Ground Dissolution Soluble Rocks Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.4 Compressible Deposits Map

NW N NE

W E

SW S SE

Compressible Deposits Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.5 Collapsible Deposits Map

NW N NE

W E

SW S SE

Collapsible Deposits Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.6 Running Sand Map

NW N NE

W E

SW S SE

Running Sand Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.Natural Ground Subsidence

The National Ground Subsidence rating is obtained through the 6 natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS).

The following GeoSure data represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

What is the maximum hazard rating of natural subsidence within the study site* boundary? Moderate

4.1 Shrink – Swell Clays

The following Shrink Swell information provided by the British Geological Survey:

ID	Distance (m) *	Direction	Hazard Rating	Details
1	0.0	On Site	Low	Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.
2	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
3	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
4	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
5	0.0	On Site	Low	Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.
6	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
7	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
8	42.0	SE	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.

*This includes an automatically generated 50m buffer zone around the study site boundary.

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
2	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
3	0.0	On Site	Low	Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property no significant increase in insurance risk due to natural slope instability problems.

4.3 Ground Dissolution of Soluble Rocks

The following Soluble Rocks information provided by the British Geological Survey:

Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

4.4 Compressible Deposits

The following Compressible Ground information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
2	0.0	On Site	Moderate	Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property - possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.
3	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
4	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

5	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
6	0.0	On Site	Moderate	Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property - possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.

4.5 Collapsible Deposits

The following Collapsible Rocks information is provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
2	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
3	0.0	On Site	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
4	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
5	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
6	0.0	On Site	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

4.6 Running Sands

The following Running Sands information is provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Low	Possibility of running sand problems after major changes in ground conditions. Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should reduce likelihood of problems due to running sand. For new build consider possibility of running sand into trenches or excavations if water table is high or sandy strata are exposed to water. Avoid concentrated water inputs to site. Unlikely to be an increase in construction costs due to potential for running sand. For existing property no significant increase in insurance risk due to running sand problems is likely.
2	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
3	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

4	42.0	SE	Low	Possibility of running sand problems after major changes in ground conditions. Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should reduce likelihood of problems due to running sand. For new build consider possibility of running sand into trenches or excavations if water table is high or sandy strata are exposed to water. Avoid concentrated water inputs to site. Unlikely to be an increase in construction costs due to potential for running sand. For existing property no significant increase in insurance risk due to running sand problems is likely.

5. Borehole Records Map

NW N NE

W E

SW S SE

Borehole Records Legend

Mapping sourced from Ordnance Survey

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Site Outline

Borehole Locations

125
250
Search Buffers (m)

5.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 study site boundary: 4

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length (m)	Borehole Name
1A	0.0	On Site	577260,124430	TQ72SE9	-1.0	UDIAM WEIR RECONSTRUCTION 2
2A	0.0	On Site	577280,124400	TQ72SE10	-1.0	UDIAM WEIR RECONSTRUCTION 3
3	0.0	On Site	577190,124370	TQ72SE8	-1.0	UDIAM WEIR RECONSTRUCTION 1
4	0.0	On Site	573800,124000	TQ72SW14	109.12	ROBERTSBRIDGE, SALEHURST

Additional online information is available for the following boreholes listed above:

#4: http://scans.bgs.ac.uk/sobi_scans/boreholes/612778

6.Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary: 25

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

			Estimated Geometric Mean Soil Concentrations (mg/kg)				
Distance (m)*	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
29.0	S	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
42.0	SE	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg

*As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.

7. Contacts

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British Geological Survey Enquiries
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Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

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British Gypsum Ltd, East Leake, Loughborough, Leicestershire, LE12 6HX
Tel: www.british-gypsum.com

The Coal Authority
200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848
DX 716176 Mansfield 5 www.coal.gov.uk

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Acknowledgements

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

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:
"Beneficiary" means the person or entity for whose benefit the Client has obtained the Services.
"Client" means the party or parties entering into a Contract with GroundSure.
"Commercial" means any building or property which is not Residential.
"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than
(i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and
(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).
"Support Services" means Support Services provided by GroundSure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.
"Contract" means the contract between GroundSure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.
"Third Party Data Provider" means any third party providing Third Party Content to GroundSure.
"Data Reports" means reports comprising factual data with no accompanying interpretation.
"Fees" has the meaning set out in clause 5.1.
"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028.
"GroundSure Materials" means all materials prepared by GroundSure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.
"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.
"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.
"Order" means an electronic, written or other order form submitted by the Client requesting Services from GroundSure in respect of a specified Site.
"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.
"Order Website" means the online platform through which Orders may be placed by the Client and accepted by GroundSure.
"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.
"Residential" means any building or property used as or intended to be used as a single dwelling.
"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by GroundSure.
"Services" means any Report, Mapping and/or Support Services which GroundSure has agreed to provide by accepting an Order pursuant to clause 2.6.
"Site" means the area of land in respect of which the Client has requested GroundSure to provide the Services.
"Third Party Content" means data, database information or other information which is provided to GroundSure by a Third Party Data Provider.
"User Guide" means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.groundsure.com) and forming part of this Contract.

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

2.1 GroundSure agrees to provide the Services in accordance with the Contract.
2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services.
2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.
2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.
2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. In addition you acknowledge and agree that GroundSure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.
2.6 GroundSure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. GroundSure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by GroundSure. GroundSure's acceptance of an Order shall be binding only when made in writing and signed by GroundSure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1The 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

4.1The 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

5.1GroundSure 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.

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