Giles Raudon. 01455 255684

Env. H. Pollution.

Supplied By:

LANDMARK® Information Group

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A Landmark® product

1st Florence House
St Marys Road
Hinckley - LE10 1EQ:

A report on the site history and other environmental factors affecting:

29 Main Street, Barton in the Beans, NUNEATON, Warwickshire CV13 0DJ
National Grid Reference (site): 439540 306240

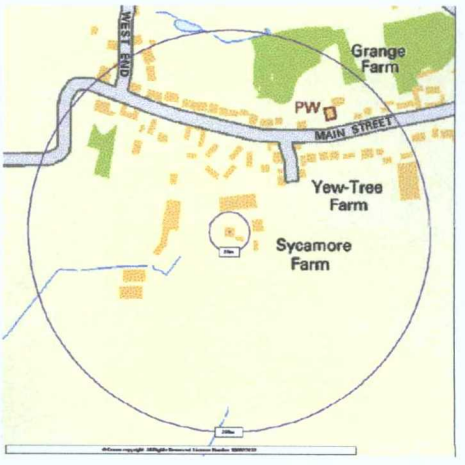
Report Reference
RS26505824_1_1

Date
7 October 2008

Prepared For
Land Contamination Solutions, 4 Wymeswold Road, Hoton, Loughborough, Leicestershire LE12 5SN

Customer Reference
LCSMIDS/Sycamore_ESR





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Professional Opinion
on environmental risk

PASSED

In the professional opinion of Wilbourn Associates the level of environmental risk associated with the information disclosed in the Envirosearch Residential report RS26505824_1_1 dated 7 October 2008 for

29 Main Street
Barton in the Beans
NUNEATON
Warwickshire
CV13 0DJ

1) is unlikely to have an adverse effect on the value of the property as compared to similar properties in similar locations or on its use as a domestic dwelling;

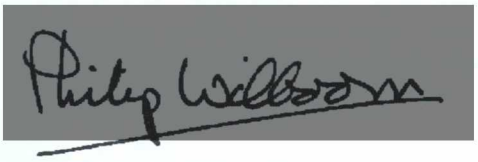
2) is not such that the property would be designated "contaminated land" within the meaning of Part IIA of the Environmental Protection Act 1990.

OTHER ENVIRONMENTAL FACTORS

In this case the following environmental factors have been identified in Parts 3 and 4 of this report which a client may wish to be investigated further:

3.3 An area of Subsidence Hazard Potential

This professional opinion does not extend to Parts 3 and 4 of the associated Envirosearch Residential report and should always be read in conjunction with the full text of that report. No physical site inspection or survey has been carried out or is proposed.

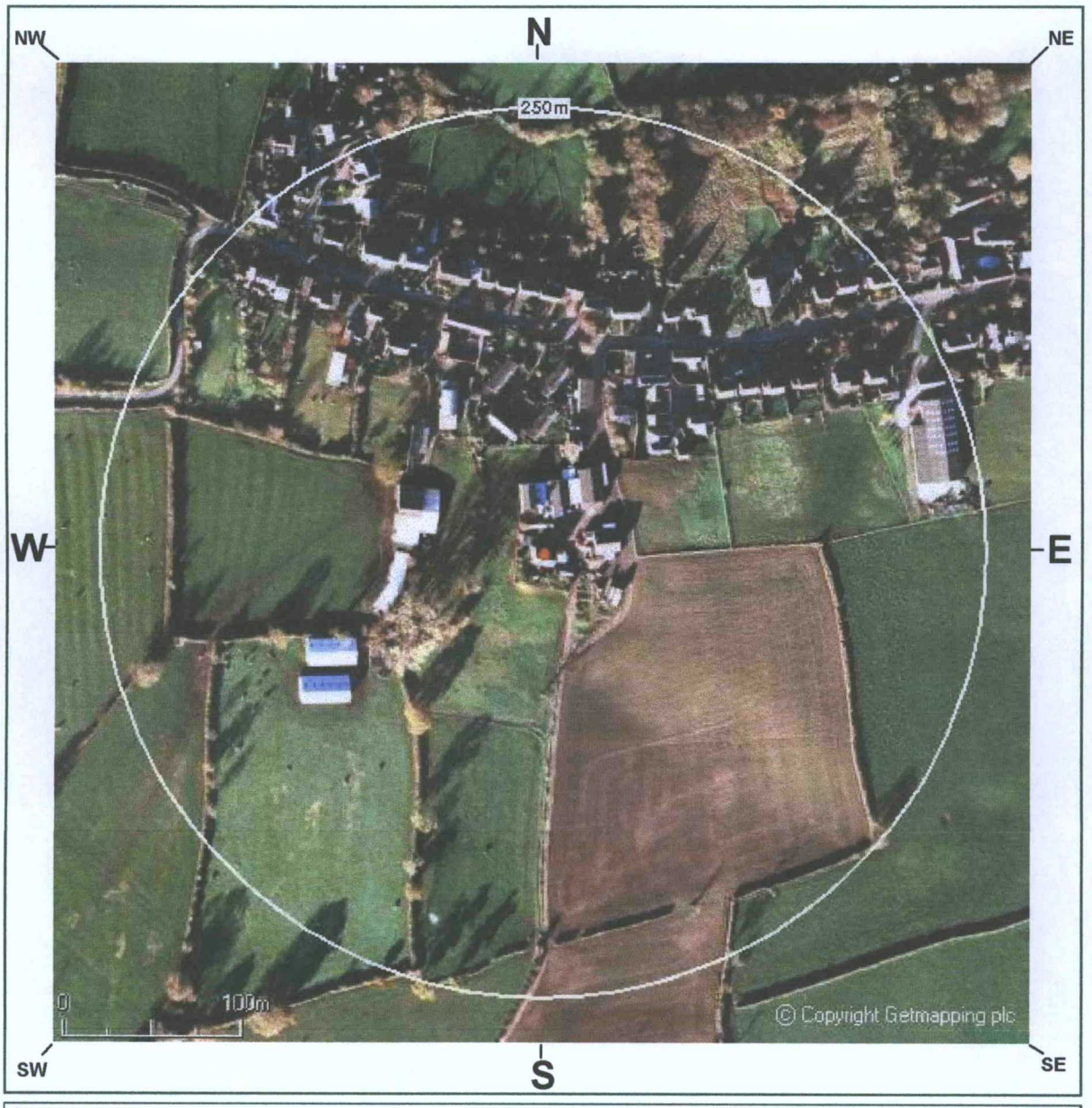


Philip E. Wilbourn BSc C.Env FRICS
Chartered Environmental Surveyor

RICS

SILC SPECIALIST IN LAND CONDITION Philip Wilbourn Reg. No: 193

This professional opinion forms part of the Envirosearch Residential report and is subject to Landmark Information Group's Terms and Conditions of Business in force from time to time. Further information on the datasets examined in formulating this professional opinion is included in the Envirosearch Residential Practitioner Guide. Wilbourn Associates are regulated by RICS.



Map Legend

250m **Search Band** **Date Range: 1999 - 2001** **Image Resolution: 50cm**



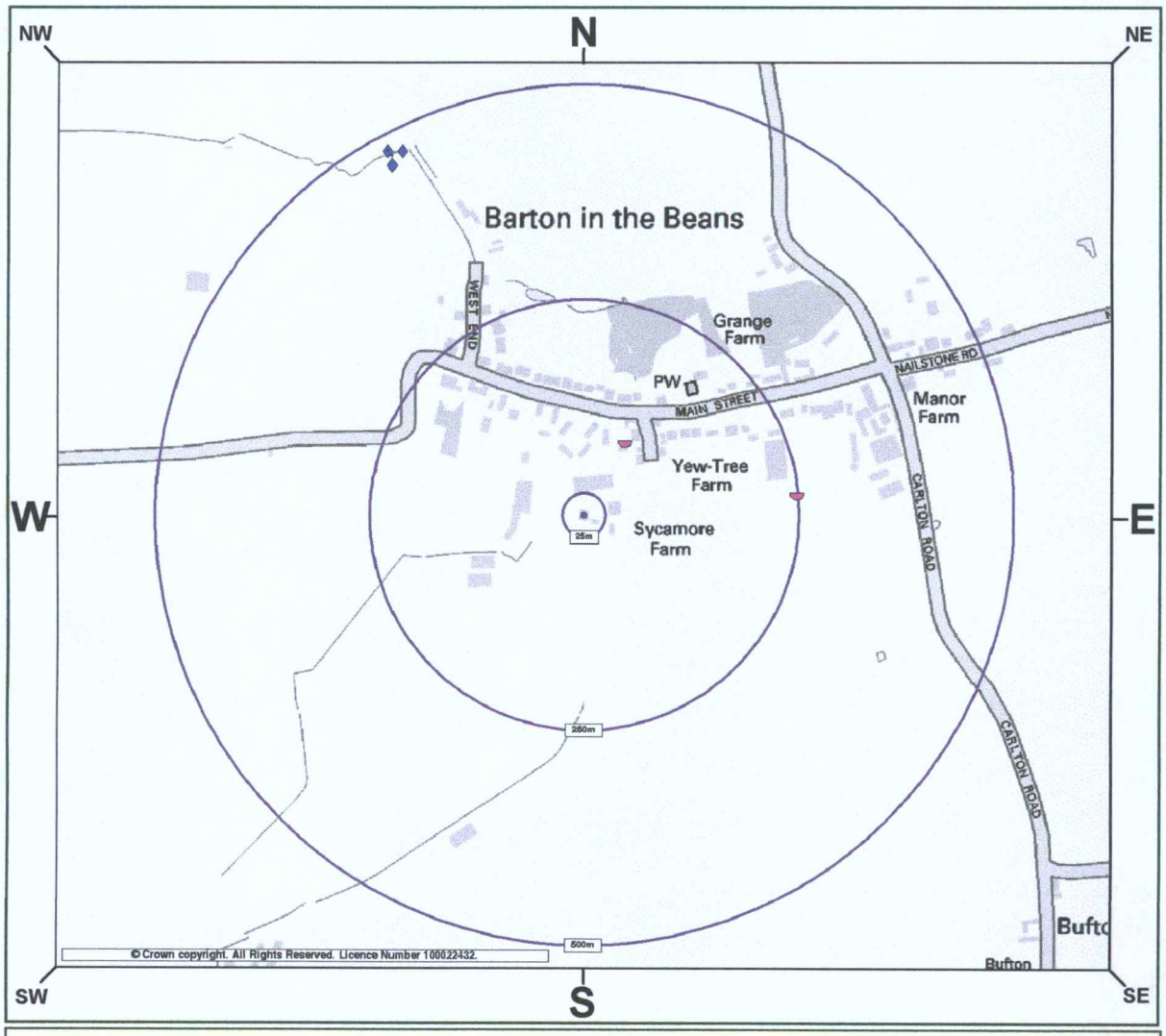
Site

29 Main Street
Barton in the Beans
NUNEATON
Warwickshire
CV13 0DJ

Grid Reference

Easting 439540

Northing 306240



KEY

General

Centre of Search and Radii

Part 1

Q1.1a Potential Landfill Buffer

Q1.1a Registered Landfill Site

Q1.1a Point Location of Registered Landfill Site

Q1.1b BGS Recorded Landfill Site

Q1.1b Point Location of BGS Recorded Landfill Site

Q1.1c Licensed Waste Management Facility (Landfill)

Q1.1c Licensed Waste Management Facility (Locations)

Q1.1d Local Authority Recorded Landfill Site

Q1.1d Point Location of Local Authority Recorded Landfill Site

Q1.2 Waste Transfer, Treatment or Disposal Site

Q1.2 Point Location of Waste Transfer, Treatment or Disposal Site

Q1.3a Discharge Consent

Q1.3b Radioactive Substance

Q1.3c Industrial Process

Q1.4 Regulated Air Pollution

Q1.5 Storage of Hazardous Substance

Q1.6 Enforcement, Prohibition or Prosecution

Q1.7 Contaminated Land Register Entry or Notice

Q1.7 Point Location of Contaminated Land Register Entry or Notice

(Please refer to the Useful Information Section)

Part 2

Q2.2 Potentially Contaminative Use (Point Feature)

Q2.2 Potentially Contaminative Use (Line Feature)

Q2.2 Potentially Contaminative Use (Area Feature)

Q2.3 Potentially Infilled Land (Point Feature)

Q2.3 Potentially Infilled Land (Line Feature)

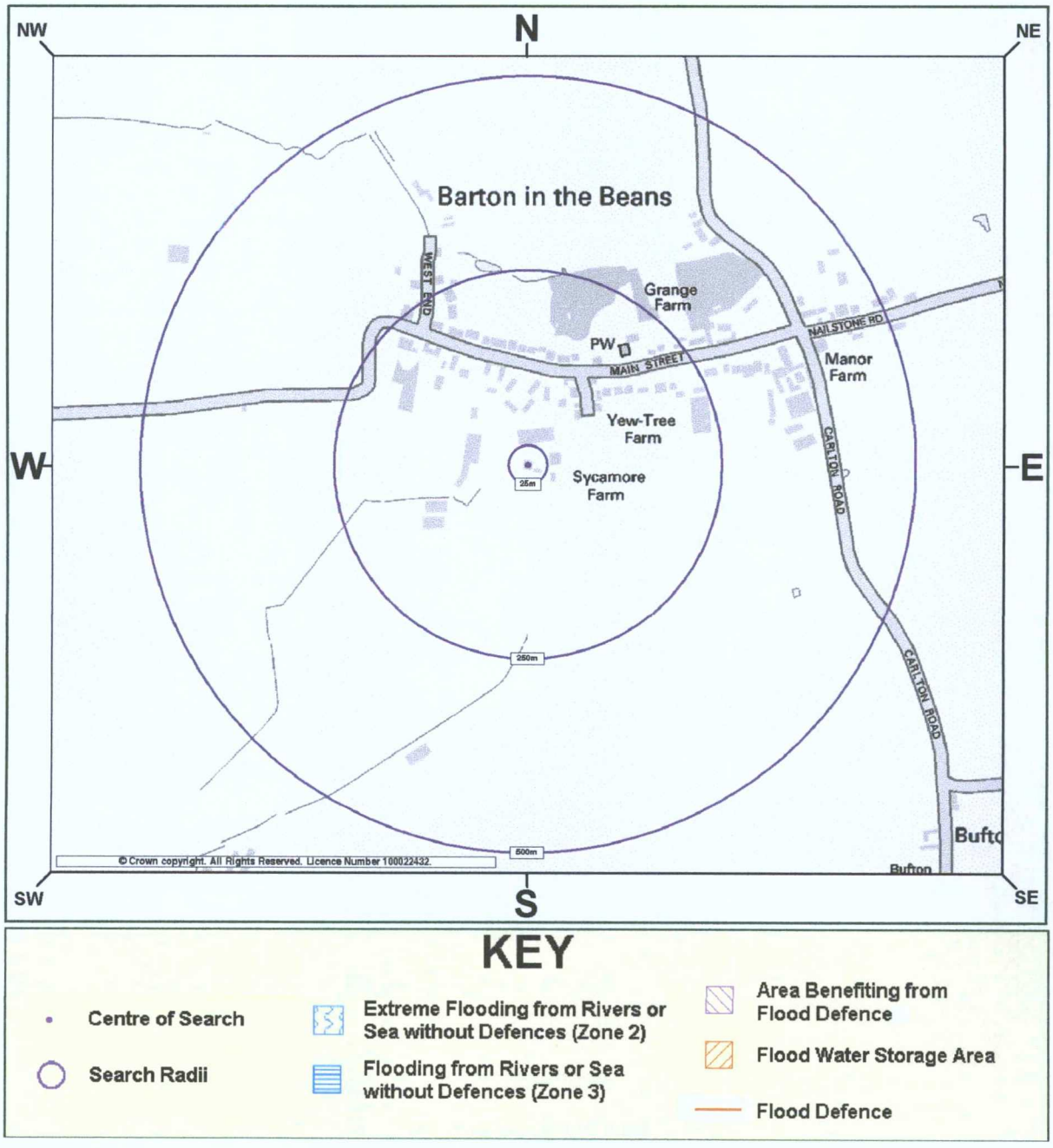
Q2.3 Potentially Infilled Land (Area Feature)

Q2.4 Historical Tank or Energy Facility

Part 4

Q4.3 Mast or Pylon

Q4.3 Overhead Transmission Line



Please note:

The Replies in Part 4 (Sections 4.1 and 4.2) relate only to the area within 25 metres of the centre of the search. This map shows flood data out to a search radius of 500 metres.

Part 1- Standard Environmental Enquiries - Search Radius 500 metres

1.1 a) Does the relevant environment agency have records of any registered landfill sites?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

b) Are there any BGS recorded landfill sites?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

c) Are there any Licensed Waste Management Facilities?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

d) Are there any Local Authority recorded landfill sites?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

The following list shows if local authorities covering the area of search have made landfill data available.

Local Authority Landfill Coverage

Leicestershire County Council, - Has supplied landfill data	**Contact**	**1**
Hinckley And Bosworth Borough Council, - Has no landfill data to supply	**Contact**	**2**

Comments
For further information regarding the availability of Local Authority Recorded Landfill data you may wish to forward enquiries to one or more of the contacts indicated above.

1.2 Does the relevant environment agency have records of any registered waste transfer, treatment or disposal sites?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

Part 1- Standard Environmental Enquiries - Search Radius 500 metres

1.3 a) Has the relevant environment agency consented to any discharges?

0-25m	**No**
25-250m	**No**
250-500m	**Yes**

Discharge Consents

Barton-in-the-beans Ps,West End,Barton-in-the-beans,Nuneaton, Sewerage Discharge, Reference: CT/20/30313/O/1, Version: Not Supplied, Status: Not Supplied, Positional Accuracy: Located by supplier to within 100m	Bearing NW **Contact**	250-500m **3**
Barton In The Beans Sewage PS,West End,Barton In The Beans,NUNEATON, Sewerage Discharge, Reference: T/20/22451/O/1, Version: Not Supplied, Status: Not Supplied, Positional Accuracy: Located by supplier to within 100m	Bearing NW **Contact**	250-500m **3**
Barton-In-The-Beans Pumping Station West End,Barton-In-The-Beans,Nuneaton,Leicestershire, Sewage Discharge, Reference: T/20/30313/O, Version: 1, Status: Post National Rivers Authority Legislation where issue date > 31/08/1989, Positional Accuracy: Located by supplier to within 10m	Bearing NW **Contact**	250-500m **3**

Comments
The Map indicates the approximate location. The environment agency's functions include granting of consents to discharge into watercourses. The presence of these discharges does not necessarily mean there should be a cause for concern. If you have a query about any of the details listed, you should contact the relevant environment agency office.

b) Has the relevant environment agency registered/authorised the keeping/disposal of any radioactive substances?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

c) Has the relevant issuing authority authorised any industrial processes?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

1.4 Are there any sites that are permitted to release discharges into the air?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

1.5 Are there any sites authorised by the Local Authority or Health and Safety Executive to store hazardous substances?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

Part 1- Standard Environmental Enquiries - Search Radius 500 metres

1.6 Are there any records of any enforcements, prohibitions, or prosecutions relating to enquiries 1.1 to 1.5, or Substantiated Pollution Incidents Registers?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

1.7 Does the Local Authority have any Contaminated Land Register Entries and Notices?

0-25m	**No**
25-250m	**No**
250-500m	**No**

Comments
None

Part 2- Other Records Showing Land Use - Search Radius 250 metres

2.1 Are there any potentially contaminative industrial sites identified from current published surveys?

0-25m **No**
25-250m **Yes**

Contemporary Trade Directory Entries

A M S Storage, Main St,Barton in the Beans,Nuneaton, Road Haulage Services, Status: Active, Positional Accuracy: Manually positioned to the road within the address or location	Bearing	NE	25-250m
3d Pattern & Mould Makers Ltd, ,Main Street,Barton in the Beans,Nuneaton, Pattern Makers - Industrial, Status: Active, Positional Accuracy: Automatically positioned to the address	Bearing	E	25-250m

Comments
Industrial sites are not shown on the Map attached to this report. A site may be potentially contaminative or may have produced contamination in the ground. The presence of a site does not necessarily mean there is cause for concern. We regret we have no other information than the details and descriptions given in this report.

2.2 Are there any potentially contaminative industrial sites identified from analysis of selected 1:10,000 scale and 1:10,560 scale historical Ordnance Survey maps?

0-25m **No**
25-250m **No**

Comments
None

2.3 Are there any areas of potentially infilled land identified from analysis of 1:10,000 scale and 1:10,560 scale historical Ordnance Survey maps?

0-25m **No**
25-250m **Yes**

Potentially Infilled Land (Water)

Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1955	Bearing	NE	97m
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1955	Bearing	E	249m

Comments
The Map indicates the location of areas of potentially infilled land that may not be identifiable on current maps or visible on site. Any features identified have been obtained from the examination of Ordnance Survey maps dating back into the 19th Century. If an area of land has been filled it may contain inert or potentially contaminative materials. The presence of an area of potentially infilled land does not necessarily mean there is any cause for concern. Refer to the Useful Information section for further information. If you wish to examine the Ordnance Survey maps these are normally available for public inspection at the local archive or local major library. Alternatively extracts of editions of Ordnance Survey Maps are available on www.old-maps.co.uk If the property is on or adjacent to an area of potentially infilled land you may wish to discuss this with your surveyor or other professional advisor.

2.4 Are there any Historical Tanks and Energy Facilities identified from analysis of selected 1:2,500 scale and 1:1,250 scale historical Ordnance Survey maps?

0-25m **No**
25-250m **No**

Comments
None

Part 3- Mining, Subsidence and Radon

3.1 Is the area within 25 metres of the centre of the search in an area that may be affected by past, current or proposed underground or surface coal mining activity?

No

Comments
None

3.2 What is the risk of ground subsidence relating to shallow mining in the area within 250 metres of the centre of the search?

No Hazard

Comments
The British Geological Survey has assessed the area of search as having no hazard of property damage from subsidence relating to shallow mining. Further action is unlikely to be required. Nevertheless, surveyors should remain aware that locally uncharted mine workings may be present.

3.3 What is the potential for natural ground instability in the area within 50 metres of the centre of the search?

Moderate

Comments
The British Geological Survey has assessed the area of search as having moderate potential for natural ground instability. This does not necessarily mean there is cause for concern in terms of the property's stability. Active subsidence will be dependant on local conditions, such as the proximity of trees or areas where trees have been removed, which require an inspection of the site to identify the nature of the ground on which the property is built. A house buyers survey is advised to look for signs of property damage that may indicate poor natural ground conditions.

3.4 a) Is the area within 25 metres of the centre of the search in a radon affected area?

No

Comments
None

b) What level of radon protective measures for new dwellings or extensions to existing ones is required for the area within 25 metres of the centre of the search ?

No radon protective measures are necessary

Comments
None

Part 4- Flooding and Overhead Transmission Lines

4.1 Is the area within 25 metres of the centre of the search in an area affected by flooding (Zone 3) or extreme flooding (Zone 2)?

No

Comments
The Environment Agency has assessed the area within 25 metres of the centre of the search as not being in an area affected by flooding or extreme flooding. This position is illustrated by the flood map included at the beginning of this report. If you are concerned about flooding the Environment Agency should be contacted for further information.

4.2 a) Does the area within 25 metres of the centre of the search have flood defences?

No

Comments
The Environment Agency data shows the area within 25 metres of the search as not having flood defences. This position is illustrated by the flood map included at the beginning of this report. Please note the Environment Agency data does not include all flood defence information. If you are concerned about flooding the Environment Agency should be contacted for further information.

b) Is the area within 25 metres of the centre of the search in an area benefiting from flood defences?

No

Comments
The Environment Agency data shows the area within 25 metres of the centre of the search as not being in an area benefiting from flood defences. This position is illustrated by the flood map included at the beginning of this report. Please note the Environment Agency data does not include all flood defence information. If you are concerned about flooding the Environment Agency should be contacted for further information.

4.3 Are there any overhead transmission lines, masts or pylons identified on Ordnance Survey digital maps within 250 metres of the centre of the search?

No

Comments
None

Contact 1

Leicestershire County Council
County Hall, Glenfield, Leicestershire LE3 8RH
Website www.leics.gov.uk

Contact 2

Hinckley And Bosworth Borough Council - Environmental Health Department
First Floor, Florence House, St Marys Road, Hinckley, Leicestershire LE10 1EQ
Telephone 01455 238141 Fax 01455 890228

Website www.hinckleyandbosworthonline.org.uk

Contact 3

Environment Agency - National Customer Contact Centre (NCCC)
Po Box 544, Templeborough, Rotherham S60 1BY
Telephone 08708 506 506
Email enquiries@environment-agency.gov.uk

Other Contacts

Wilbourn Associates
30 Jessops Riverside, 800 Brightside Lane, Sheffield S9 2RX
Website www.environmental-surveyors.com

Envirosearch Residential
Legal And Financial, The Smith Centre, Fairmile, Henley-On-Thames, Oxon RG9 6AB
Telephone 0844 844 9966 Fax 0844 844 9980
Email info@landmarkinfo.co.uk
Website www.landmarkinfo.co.uk

The Landmark website contains links to many of our data suppliers which may be of use.

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

Envirosearch Incorporates Information from

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SearchCode™

THE COAL AUTHORITY

British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

LANDMARK® Information Group

The following explanatory notes may be of assistance to users of the Envirosearch Residential report. Practitioners are reminded that full guidance notes are contained in the Practitioners Guide.

Professional Opinion

A Professional Opinion in relation to Part IIA of the Environmental Protection Act 1990 is provided by Wilbourn Associates, a Chartered Environmental Surveyor. In many cases the report will be PASSED without referral however, in some cases, entries that may be of concern are revealed by the search, in which case the report is REFERRED free of charge for more detailed consideration, although this will not include a physical site inspection. After such referral the report may be PASSED or suggestions made of some FURTHER ACTION that could be taken, in the form of questions to ask of the appropriate authorities. When responses to these questions are received it is the responsibility of the client and their professional advisors to decide if they are happy to proceed.

The Professional Opinion page also notes positive responses from Part 3 and 4 of the report for easy reference. These parts are not included in the Professional Opinion risk model but should be taken into consideration by the client or practitioner.

Location Map

The Ordnance Survey location map may show features which are not necessarily otherwise included in the Envirosearch Residential report. You are advised to supplement the information contained in the report with the descriptive text shown on the map.

Part 1

Question 1.1 a
At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this 'buffer' relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange hatched area. It may be helpful to note that the actual distance between the centre of the search and the landfill point provided by the data supplier is reported in the Enquiries and Replies section. For further information regarding landfill sites identified in the report, please contact the relevant agency or authority referenced in the Useful Contacts section. Where actual boundaries are available the landfill site area is shown on the map as a red hatched polygon.

You should note that landfills identified in this section may have a corresponding entry under Section 1.1c. However, due to limitations of the positional accuracy as explained above, these sites may not be coincidental when shown on the map.

Question 1.1 b
The BGS hold records of over 3,000 landfill sites that accepted waste prior to the Control of Pollution Act (COPA) 1974. These were not subject to any strict regulation or monitoring.

Question 1.1 c
Licensed waste management facilities cover current or recently current consents issued for landfill sites, waste transfer, treatment or disposal sites by the Environment Agency, under Section 64 of the Environmental Protection Act 1990 (Part II) and prescribed by Regulation 10 of SI No. 1056 of the Waste Management Licensing Regulations 1994.

Question 1.1 d
Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974.

Appropriate authorities are listed with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should note the following:

a) if the response to 1.1d advises that the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is now included in questions 1.1a and 1.1c.
b) if no data has been made available, for all or part of the search area, you should be aware that a negative response to question 1.1d does not necessarily confirm that no local authority landfills exist.

Question 1.3 a
Identified discharge consents could be for storm water discharges, soakaways or septic tanks.

Question 1.3 b
If a radioactive substance licence has been identified the consent band will be given under enquiries and replies. Consents fall into one of four bands:

Band 1 and 2	Nuclear licensed sites authorised by the Nuclear Installations Inspectorate e.g. nuclear power stations
Band 3	Site registered/authorised to accumulate and dispose of radioactive materials, only non-nuclear operations are carried out on site e.g. hospitals
Band 4	Sites registered to keep and use radioactive material e.g. laboratories, universities, commercial premises using appliances such as monitoring equipment, alarm systems, tritium lighting etc.

Question 1.3 c
Authorisations for industrial processes may be for organic or inorganic chemical processes.

Part 2

Questions 2.2 , 2.3 and 2.4
The information provided in these questions relate to categories of potentially contaminative land uses that have been identified by the analysis of selected Ordnance Survey historical mapping. The published date (range of dates) of the map(s) and the distance from the centre of search to the nearest point of the feature is given. Further details of the extent of the site or its activities are not available. Should you wish to examine the Ordnance Survey maps these are normally available for public inspection at the local archive or local major library. Alternatively, extracts of editions of Ordnance Survey maps are available on www.old-maps.co.uk

Question 2.3
Potentially infilled land has been identified when a 'cavity' (a hole made by an extractive industry or natural occurrence e.g. pond) was indicated on an historic map but there was no evidence of its existence in the last available map for the area. No details of what may have been used to fill the cavity or exactly when or if it was filled are available from the mapping.

Question 2.4
The information provided in this section relates to the point location of historical tanks and energy facilities identified from the text on Ordnance Survey 1:1250 and 1:2500 scale mapping published between 1943 and 1996, based upon a predetermined list of abbreviations, e.g. El Sub (Electricity Sub-station) and FStn (Filling Station). The position of the point has been located at the centre of the identified text so that it would be within approximately 30 metres of the feature it was describing.

The features themselves are related to energy and petroleum storage and cover the following: tanks, petrol storage, potential tanks (at depots etc.), electricity sub stations and related features, gas and gas monitoring related features, oil related features and miscellaneous power features.

NB: It should be noted that the Ordnance Survey abbreviation for tank (tk) is the same as that for tracks. Therefore some of the captured text may relate to tracks and not tanks when the exact nature of the feature is not clear from the mapping.

Part 3

Question 3.3
This question relates to the potential for natural ground instability. The report shows the highest potential hazard identified from the six BGS GeoSure datasets, which are: Shrink-Swell Clay Hazards, Landslide Hazards, Ground Dissolution Hazards, Collapsible Ground Hazards, Compressible Ground Hazards and Running Sand Hazards.

Part 4

Question 4.3
This question identifies the following features taken from Ordnance Survey Land-Line™ mapping: aerial ropeway, chairlift, high voltage electricity transmission lines, pipelines (suspended), ski lifts, electricity pylon, flare stack, lighting tower, radio mast. You should note that the information given in this section of the report relates only to that information shown on the Ordnance Survey map. Not all features may have been identified by the Ordnance Survey and therefore some information may not appear in the report.

General
If, after reading the details in the Enquiries and Replies section regarding the sites identified in the report, you still require further information, please contact the relevant agency or authority indicated in the Useful Contacts section quoting the corresponding reference given in the text of the report.

The contacts in the Useful Contacts section may be able to provide further information relating to items identified in the report, however they are not in a position to advise how these might affect the value of a property. The findings of the report should be discussed with your professional advisor.

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Landmark Information Group has registered with the Property Codes Compliance Board and undertakes to comply with all the requirements and obligations contained within the Search Code of Practice.

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, Landmark Information Group is confirming that they keep to the principles of the Search Code. This provides important protection for you.

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The Search Code's key commitments say that search organisations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.

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Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to IPCAS.

IPCAS Contact Details

Telephone: 020 7520 3800
Email: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from Property Codes Compliance Board website at: www.propertycodes.org.uk

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c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
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 willful 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 loss 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 practicably 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.

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