

Supplied By:



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

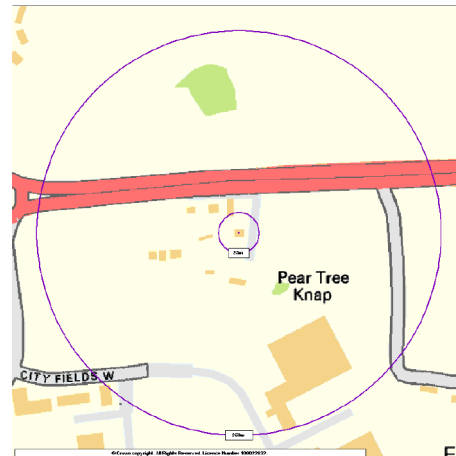
**Courtlands, Arundel Road, Tangmere, CHICHESTER, West Sussex
PO18 0JZ
National Grid Reference (site): 491040 106950**

Report Reference
RS12223_1_69

Date
10 January 2009

Prepared For
Landmark (Production Account), 6 - 7 Abbey Court, Eagle Way, Exeter, Devon EX2 7HY

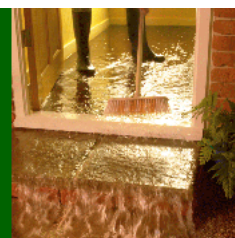
Customer Reference
Sample



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in association with



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 RS12223_1_69 dated 10 January 2009 for

**Courtlands
Arundel Road
Tangmere
CHICHESTER
West Sussex
PO18 0JZ**

- 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
- 3.4 a) An area affected by radon
- 4.1 c) An area of potential flooding

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**



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.

CONTENTS OF THE REPORT - *The Report is divided into five sections*

Maps

The Ordnance Survey location map confirms the position of the subject property and shows the neighbourhood with the 25, 250 and 500 metre search areas centred on the property. Please note any descriptive text that may be relevant. The Information Map shows the location of any features reported under parts 1, 2.2, 2.3, 2.4, and 4.3. The Flood Map shows flood data up to a radius of 500 metres.

Enquiries and Replies

Main report findings, with information covering three distinct bands of 25 metres, 250 metres and 500 metres. Part 1 of the report provides information up to 500 metres. Part 2 provides information up to 250 metres. Part 3 and Part 4 provide information on an area within 25 metres of the centre of the search unless otherwise stated. The identification of an environmental factor in the report does not necessarily mean that it poses any direct or indirect threat to the subject property.

Useful Contacts

Contact details of useful organisations that should be able to provide further information.

Please contact our helpdesk on 0844 844 9966 or email info@landmarkinfo.co.uk if you require assistance.

Useful Information

This provides a short guide to assist anyone reading the report to understand the information it contains. Detailed guidance notes are contained in the Practitioner Guide which is available free of charge. Please contact your agent or email info@landmarkinfo.co.uk to obtain a copy.

Insurance

Houses registered between 1 April 1999 - 31 December 2002 and covered by the NHBC Buildmark scheme probably have insurance against certain costs if contamination occurs within ten years of their construction. From 1 January 2003, NHBC will only provide this cover if building control has been carried out by NHBC Building Control Services Limited.

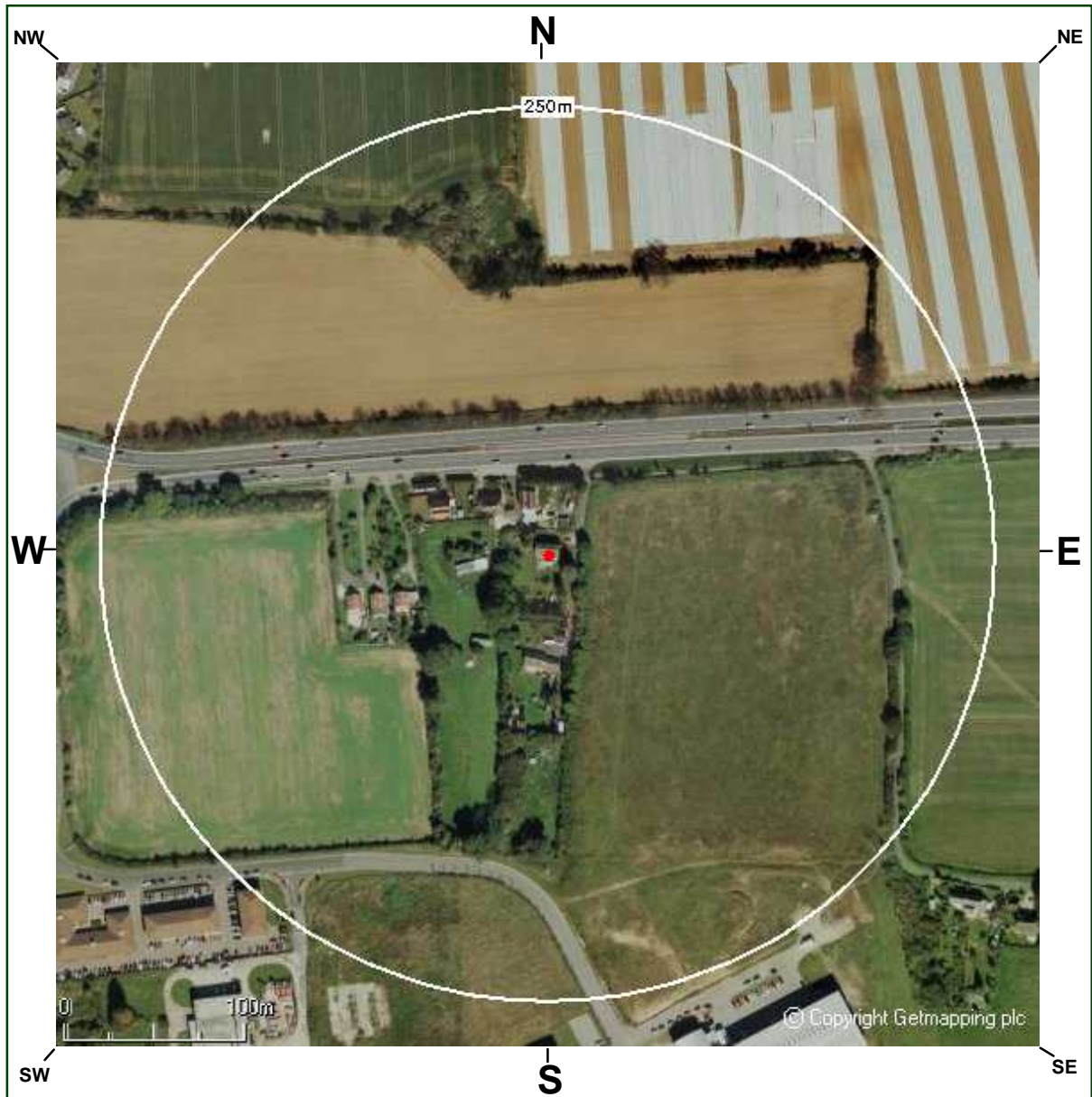
THE PURPOSE AND SCOPE OF THE REPORT

The report is designed to satisfy the concerns raised by the Law Society warning card and has been prepared to assist conveyancing professionals who may be advising clients when they sell or buy a property, obtain a mortgage, seek further mortgage advice, or commence any building works. It is designed to bring information to their attention and help them decide whether they need to seek any further specialist advice. As the report is so detailed, this information can cause concern, but professional advisors will see that further action is suggested on all issues that have been identified.

LIMITATIONS

This report has been published by Landmark Information Group Limited ("Landmark") and is supplied subject to our Terms and Conditions of Business, which are attached at the back of the report. It has been prepared on the understanding that it is to be used for an individual residential property transaction and should not be used or relied upon in a commercial property transaction. This report is neither a guarantee of the physical condition of the subject property nor a substitute for any physical investigation or inspection. The information in Envirosearch Residential is derived from a number of statutory and non-statutory sources (see The Practitioner Guide for details). Whilst every effort is made to ensure the details in the report are correct, Landmark cannot guarantee the accuracy or completeness of such information or data, nor identify all the factors that may be relevant. If you are a private individual using this report Landmark recommends that you discuss its contents in full with your professional advisor. The methodology for risk assessment and the conclusions drawn therefrom are the responsibility of Wilbourn Associates.

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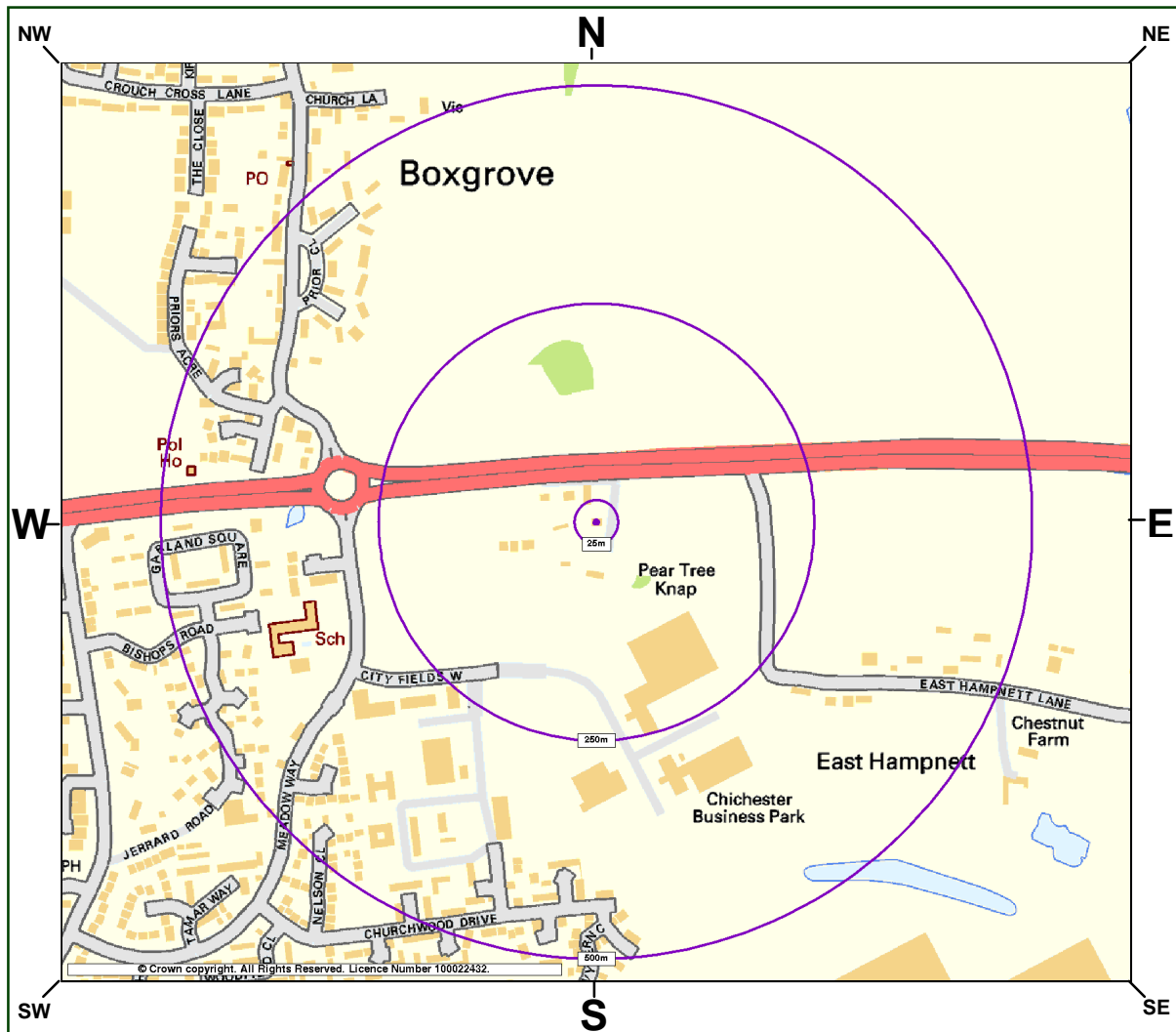


Map Legend

 Search Band

Date Range: 1999 - 2001

Image Resolution: 50cm

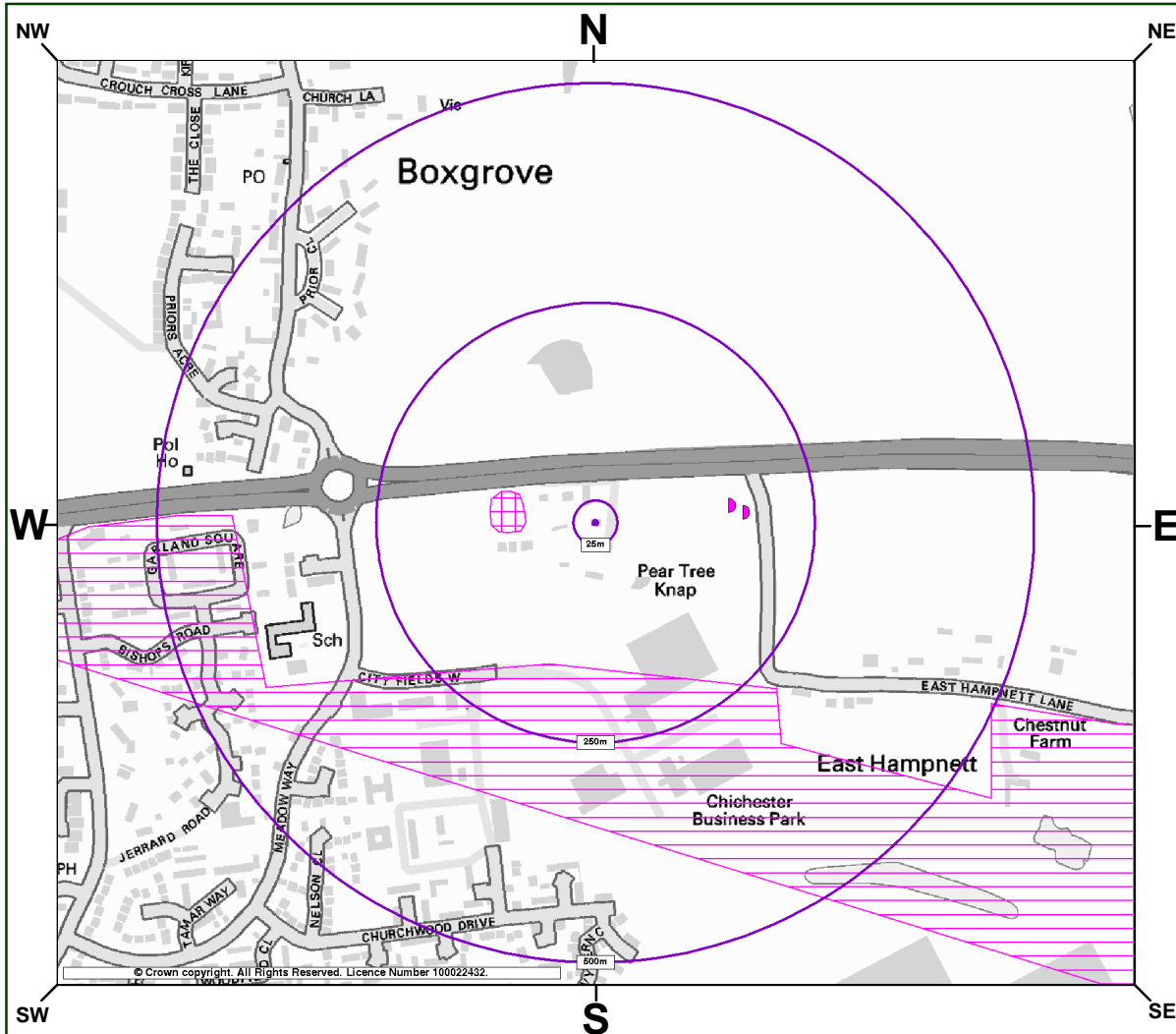


Site

Courtlands
Arundel Road
Tangmere
CHICHESTER
West Sussex
PO18 0JZ

Grid Reference

Easting 491040
Northing 106950



KEY			
General			
	Centre of Search and Radii		Q1.2 Waste Transfer, Treatment or Disposal Site
Part 1			
Q1.1a	Potential Landfill Buffer	Q1.2	Point Location of Waste Transfer, Treatment or Disposal Site
Q1.1a	Registered Landfill Site	Q1.3a	Discharge Consent
Q1.1a	Point Location of Registered Landfill Site	Q1.3b	Radioactive Substance
Q1.1b	BGS Recorded Landfill Site	Q1.3c	Industrial Process
Q1.1b	Point Location of BGS Recorded Landfill Site	Q1.4	Regulated Air Pollution
Q1.1c	Licensed Waste Management Facility (Landfill)	Q1.5	Storage of Hazardous Substance
Q1.1c	Licensed Waste Management Facility (Locations)	Q1.6	Enforcement, Prohibition or Prosecution
Q1.1d	Local Authority Recorded Landfill Site	Q1.7	Contaminated Land Register Entry or Notice
Q1.1d	Point Location of Local Authority Recorded Landfill Site	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

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

West Sussex County Council, - Has supplied landfill data	Contact	1
Chichester District 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	No

Comments
None

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

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
2.4 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	Yes

Historical Tanks And Energy Facilities

Electrical Sub Station Facilities, Mapping Scale: 1:2,500, Date of Mapping: 1975	Bearing	E	160m
Electrical Sub Station Facilities, Mapping Scale: 1:2,500, Date of Mapping: 1990	Bearing	E	171m

Comments

The Map indicates the location of Historical Tanks and Energy Facilities. Any features identified have been obtained from the examination of 1:2500 and 1:1250 Ordnance Survey National Grid black & white raster mapping published between 1943 and 1996. Historical Tanks and Energy Facilities may be potentially contaminative or may have produced contamination in the ground. The presence of a site 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.

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?**

Low**Comments**

The British Geological Survey has assessed the area of search as having a low likelihood 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?**

High**Comments**

The British Geological Survey has assessed the area of search as having high 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?**

Yes**Comments**

The property is in an area where the Health Protection Agency (HPA) have identified that more than 1% of properties are likely to be above the Action Level for Radon gas. This does not necessarily mean that the property has high radon or that there is cause for concern. HPA advises that homes in Affected Areas should be tested. For further information please contact the HPA (See Contacts section) or go to <http://www.hpa.org.uk/radiation/services/radon/>.

- 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 a) Is the area within 250 metres of the centre of the search potentially affected by flooding, taking flood defences into account?**

No**Comments**

The potential risk has been modelled on the basis of an event occurring on average every 75, 100 or 1000 years. Flood defences in this model are assumed to withstand the flood heights for which they were designed. For further information please see our Flood Report.

RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. Please see the useful information section for further details.

- b) Is the area within 250 metres of the centre of the search potentially affected by flooding, assuming the absence of flood defences?**

No**Comments**

The potential risk has been modelled on the basis of an event occurring on average every 75, 100 or 1000 years. This model assumes that no flood defences are present, representing the possible outcome if defences fail earlier than designed. For further information please see our Flood Report.

RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. Please see the useful information section for further details.

- c) Is the area within 250 metres of the centre of the search potentially affected by surface water flooding?**

Yes**Comments**

The potential risk has been modelled on the basis of an event occurring on average every 75, 100 or 1000 years. Surface water flooding is due to flooding from minor rivers, water flowing across the ground or raised groundwater levels. For further information please see our Flood Report.

RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. Please see the useful information section for further details.

- d) The area within 250m of the centre of the search is not potentially affected by tidal flooding**

- 4.2 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

West Sussex County Council - Environment & Development
County Hall, Tower Hall, Chichester, West Sussex PO19 1RH
Telephone 01243 777100

Website www.westsussex.gov.uk

Contact 2

Chichester District Council - Environmental Health Department
East Pallant House, 1 East Pallant, Chichester, West Sussex PO19 1TY
Telephone 01243 785166 Fax 01243 776766

Website www.chichester.gov.uk

Other Contacts

Health Protection Agency - Radon Survey, Centre for Radiation, Chemical and Environmental Hazards

Chilton, Didcot, Oxfordshire OX11 0RQ
Telephone 01235 822622 Fax 01235 833891
Email radon@hpa.org.uk
Website www.hpa.org.uk

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



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. EI 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 4.1**

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

Question 4.2

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.

Search Code



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.

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

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

Please contact our Customer Service Team on 0844 844 9966 if you would like a copy of the full search code.

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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 wilful default and subject to clause 6.0 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 6.0 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 & Willbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6.o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
 - j. In any event no person may rely on a Service more than 12 months after its original date.
 - k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
 - l. Time shall not be of the essence with respect to the provision of the Services.
 - m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
 - n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
 - o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.

7. Contribution

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

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

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

8. Events Beyond Our Control

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

9. Severability

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

10. Governing Law

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

11. General: Complaints

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