

Plansearch Areaview

Neighbourhood and Local Amenity Information

28 Goddington Road, Bourne End, Buckinghamshire, SL8 5TZ

National Grid Reference (site)

489470, 188370

Report Reference

23880903_1_1

Date

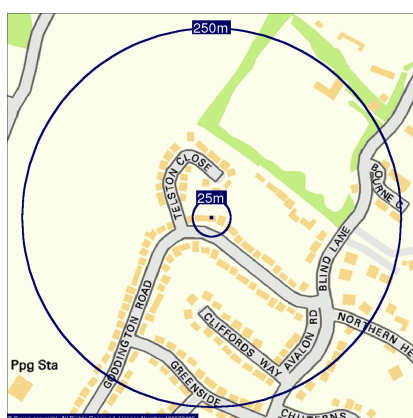
20 December 2007

Customer Reference

Areaview Sample

Supplied by

Mr D Smith, Landmark Po Sample Account, 6 - 7 Abbey Court, Eagle Way, Exeter, Devon, EX2 7HY



Incorporating data from



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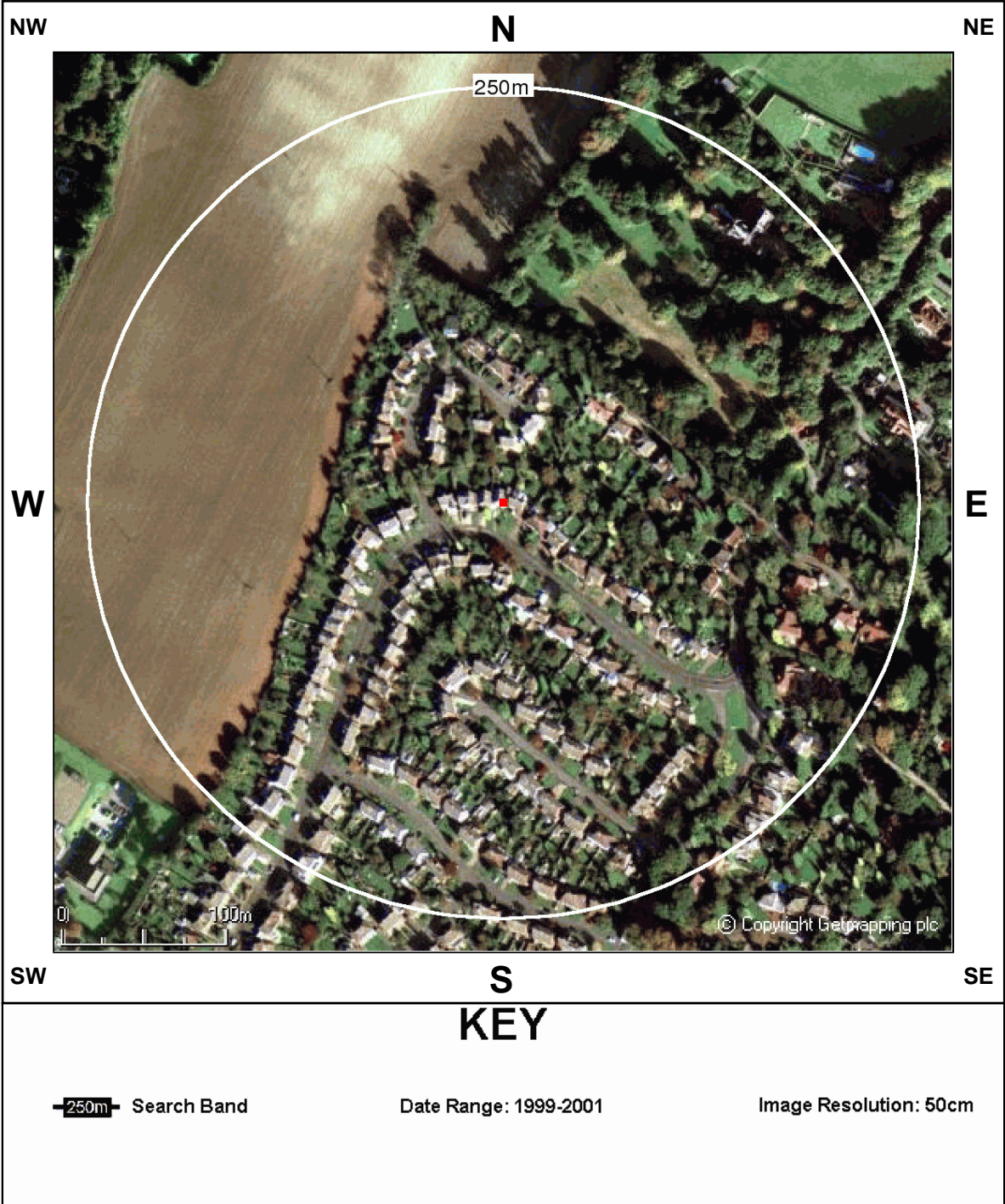
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info@landmarkinfo.co.uk

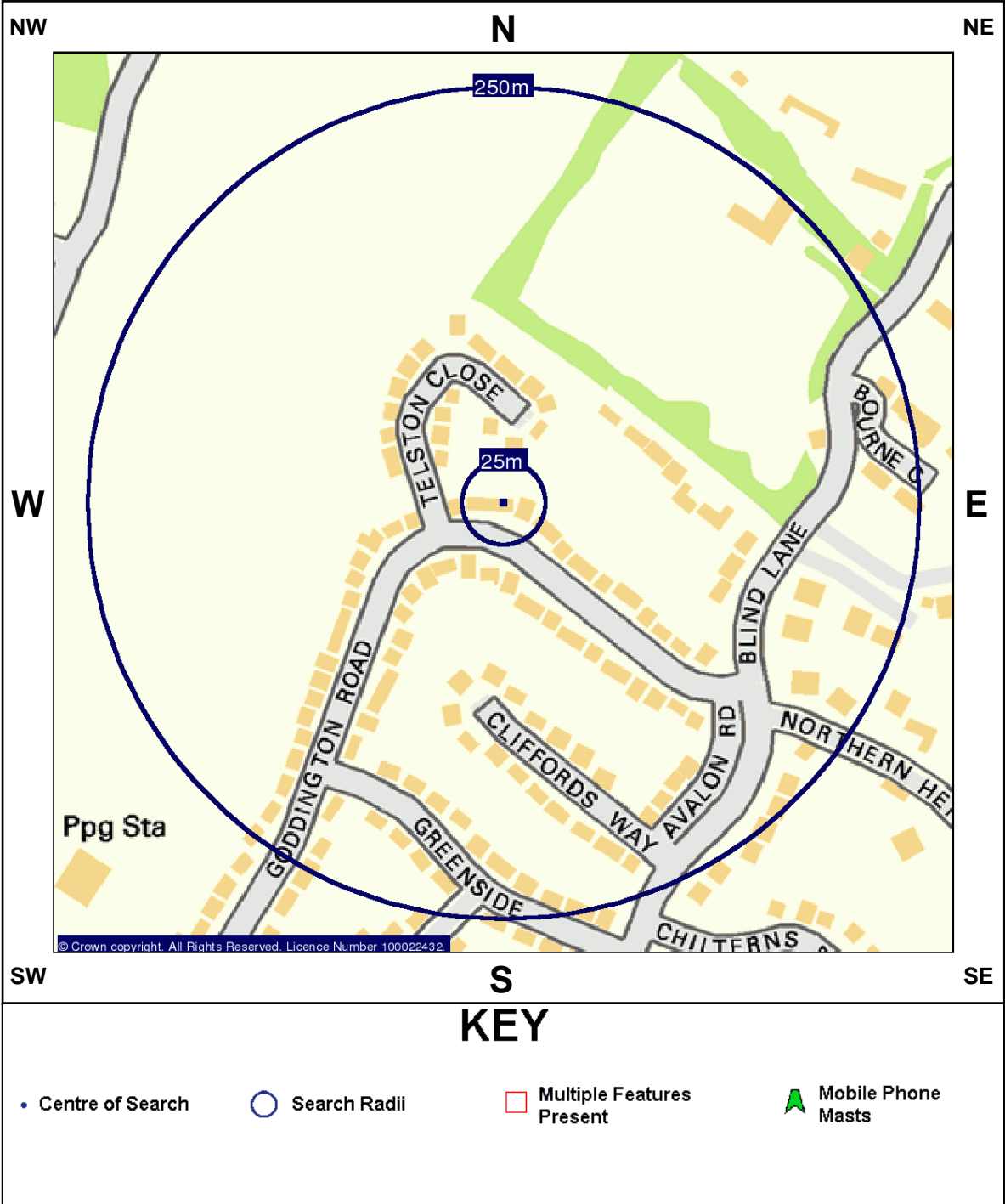
Website

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Aerial Photo



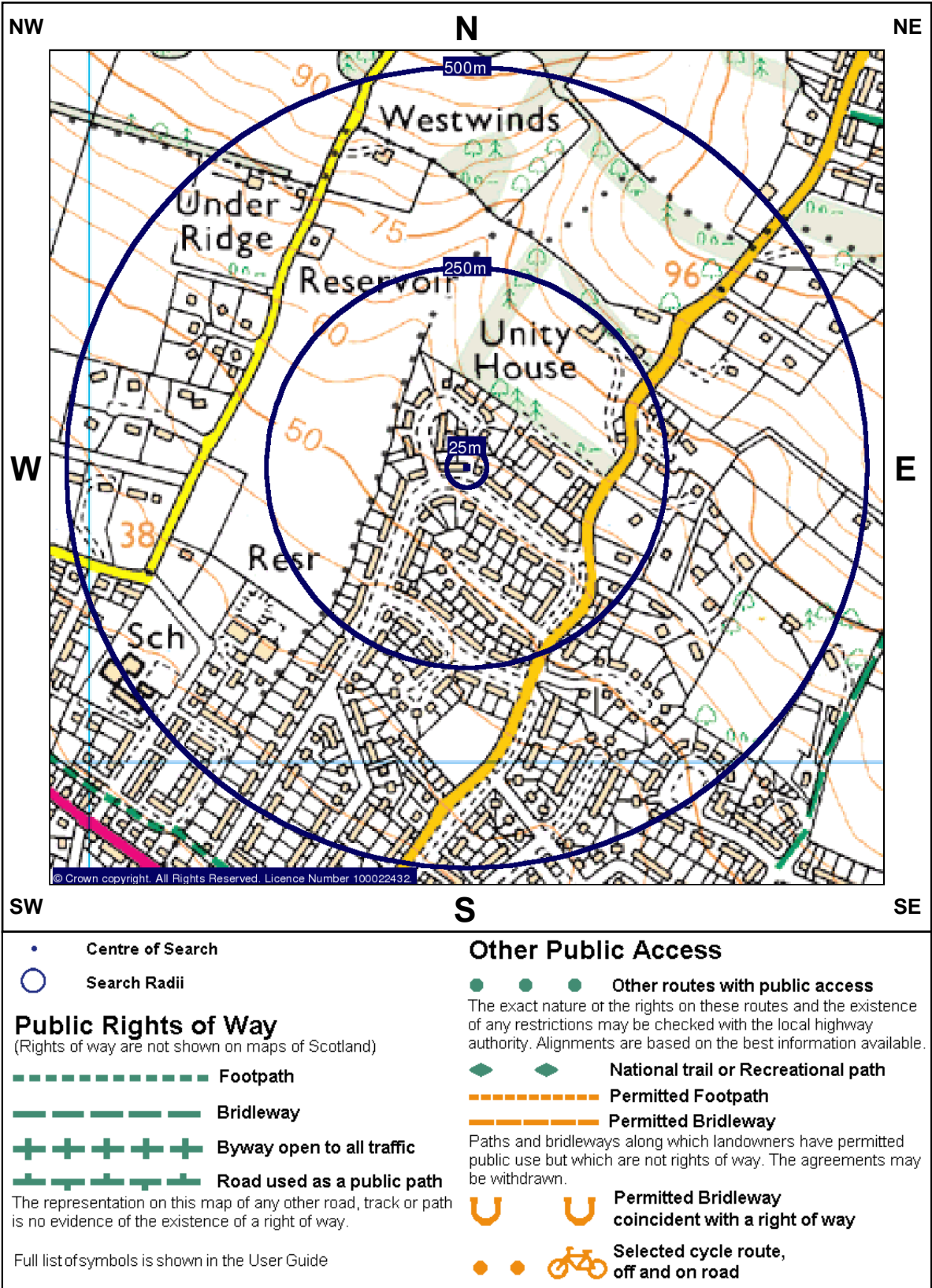
Mobile Phone Masts



No mobile phone masts have been identified within 250m of the search location.

Data © OFCOM December 2006.

Rights of Way



Housing and Neighbourhood

Housing Market

The following information is based on households in the postcode sector for SL8 5TZ

Home Ownership	Typically %	National Average %
Owned Outright	44	29.8
Mortgaged	46.71	39.19
Rented (Private)	4.18	9.2
Rented (Council)	1.73	12.39
Rented (Housing Trust)	1.28	5.66
Other Tenure	2.09	3.72

Housing Type	Typical Composition %
Detached	69.01
Semi-Detached	19.13
Terraced	7.13
Flats	4.32
Other	.4

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Neighbourhood Information

Local Authority: Wycombe District Council

Tax Band	Local Cost	National Average
Band A	£880.04	£881.39
Band B	£1026.71	£1028.29
Band C	£1173.38	£1175.18
Band D	£1320.06	£1322.08
Band E	£1613.4	£1615.88
Band F	£1906.75	£1909.68
Band G	£2200.1	£2203.47
Band H	£2640.12	£2644.17

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Housing and Neighbourhood

People

The predominant family type for this area is:

Wealthy Older Families in Spacious Suburban and Rural Detached and Semis

This is one of the wealthiest groups of consumers in the UK. Their affluence is reflected in their properties, which are in the main very large and highly priced. Housing stock primarily consists of detached and semi-detached properties which are either mortgaged or owned outright. Because of the spacious nature of these properties and their associated land, population densities are extremely low. Comprising of couples and families these outlying neighbourhoods are home to an assortment of ages ranging from thirty to seventy-four. Children are all of school age. Located in outer suburban and rural areas these leafy neighbourhoods are home to a highly qualified populace where in many cases both parents work. Employment varies from professional occupations to highly paid white collar and managerial positions. Others are self-employed and nearly 2.5 times the UK average are Directors. Very few are unemployed. Levels of car ownership are very high with multiple cars per household. This provides their main mode of transport to work, but there is a notable proportion that work from home. Newspaper readership varies between the mid-market, quality and regional press. This is a very credit worthy group, with very few, if any, incidences of County Court Judgements.



NB: Where a postcode comprises less than 16 addresses the information is derived from the wider postcode sector.
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Average Property Price

The average property price in this postcode is from:

£513,998 - £572,582

The average price bands are calculated by EuroDirect using the latest available data from Her Majesty's Land Registry. They represent a snapshot in time as at the most recent date.

NB: Where a postcode comprises less than 16 addresses the information is derived from the wider postcode sector.
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Crime

Local Authority Crime Statistics

Crime Reporting Area: Wycombe District Council
Number of Households: 64,000
Population: 160,000
Police Force Information: Thames Valley

Per 1000 Population			
Offence	Total Locally	Locally	Nationally
Robbery	179	1.12	1.23
Theft of a Motor Vehicle	457	2.85	3.07
Theft from a Motor Vehicle	1614	10.08	7.98
Sexual Offences	137	.86	.97
Violence against the person	3014	18.82	17.72
Per 1000 Households			
Offence	Total Locally	Locally	Nationally
Burglary	827	13.01	10.72

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Theft Insurance Claim Rating

An insurance claims rating has been generated for theft. This rating is derived from the number of insurance claims in your postcode sector since 2000.

Risk Rating: High Risk

Footnote:

"High Risk" is a sector with an average of 9 claims

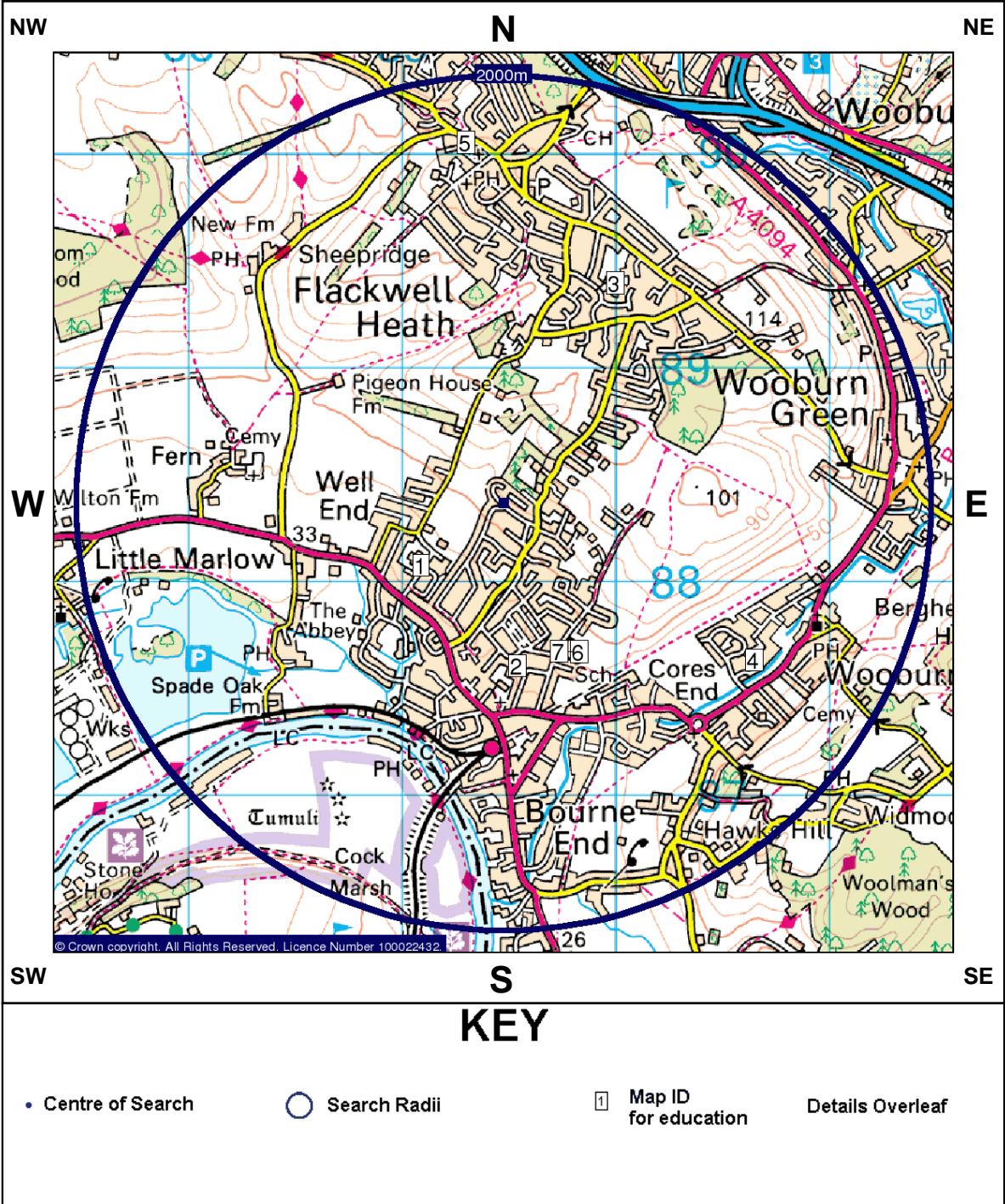
"Medium Risk" is a sector with an average of 5 claims

"Low Risk" reflects few claims with an average of 2 claims

"Very Low Risk" indicates no claims records

The figures may be the result of one event or cumulatively over time and are indicative only. A sector may appear to have a higher risk due to repeated claims on a single property or group of properties.

Education



Education

Academic Results

Primary Education (State)

Map ID	School	Type	Age Range	No. of Pupils	Academic Results		
					Maths %	English %	Science %
1	Claytons Primary School,Wendover Road, Bourne End, Buckinghamshire, SL8 5NS	Community school	3-11	314	89	84	96
2	Westfield School,Highfield Road, Bourne End, Buckinghamshire, SL8 5BE	Community special school	4-11	27	-	-	-
3	Juniper Hill School,Churchill Close, Flackwell Heath, High Wycombe, Buckinghamshire, HP10 9LA	Community school	4-11	448	77	89	89
4	St Paul's Church of England Combined School, Wooburn,Stratford Drive, Wooburn Green, High Wycombe, Buckinghamshire, HP10 0QH	Voluntary aided school	3-11	266	94	97	100
5	Carrington Junior School,4 Chapel Road, Flackwell Heath, High Wycombe, Buckinghamshire, HP10 9AA	Community school	7-11	233	80	89	89

Primary Education

Academic Results show the percentage of eligible pupils who achieved Level 4 or above in English, Maths and Science tests. (Level 4 is the standard expected of most 11 year olds)

'-' may appear in the results section because:

- * There were 10 or fewer eligible pupils on the school roll; OR
- * The school has 10 or fewer day pupils of compulsory school age enrolled. OR
- * No results for reasons beyond the school's control

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Education

Academic Results

Secondary Education

Map ID	School	Type	Age Range	No. of Pupils	Academic Results		
					5+ A* -C GCSEs %	5+ A* -G GCSEs %	Average points per pupil
6	The Wye Valley School, New Road, Bourne End, Buckinghamshire, SL8 5BW	Community school	11-18	781	51	94	336.1

Secondary Education

Average Points

Each student's best eight GCSE/GNVQ results are used to give their GCSE/GNVQ point score. From these figures, the average score for all eligible students is given

'-' may appear in the results section because:

- * Schools (except special schools) with at least one 15 year old pupil but no GCSE/GNVQ entries for these. OR
- * Special schools with at least one 15 year old pupil but no GCSE/GNVQ entries for these. OR
- * No information available.

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Education

Academic Results

Sixth Form Education

Map ID	School	Type	Academic Results		
			Number of entries	AGNVQ Average points per student	AGNVQ Average points per exam entry
7	The Wye Valley School, New Road, Bourne End, Buckinghamshire, SL8 5BW	Community school	102	394.8	166.2

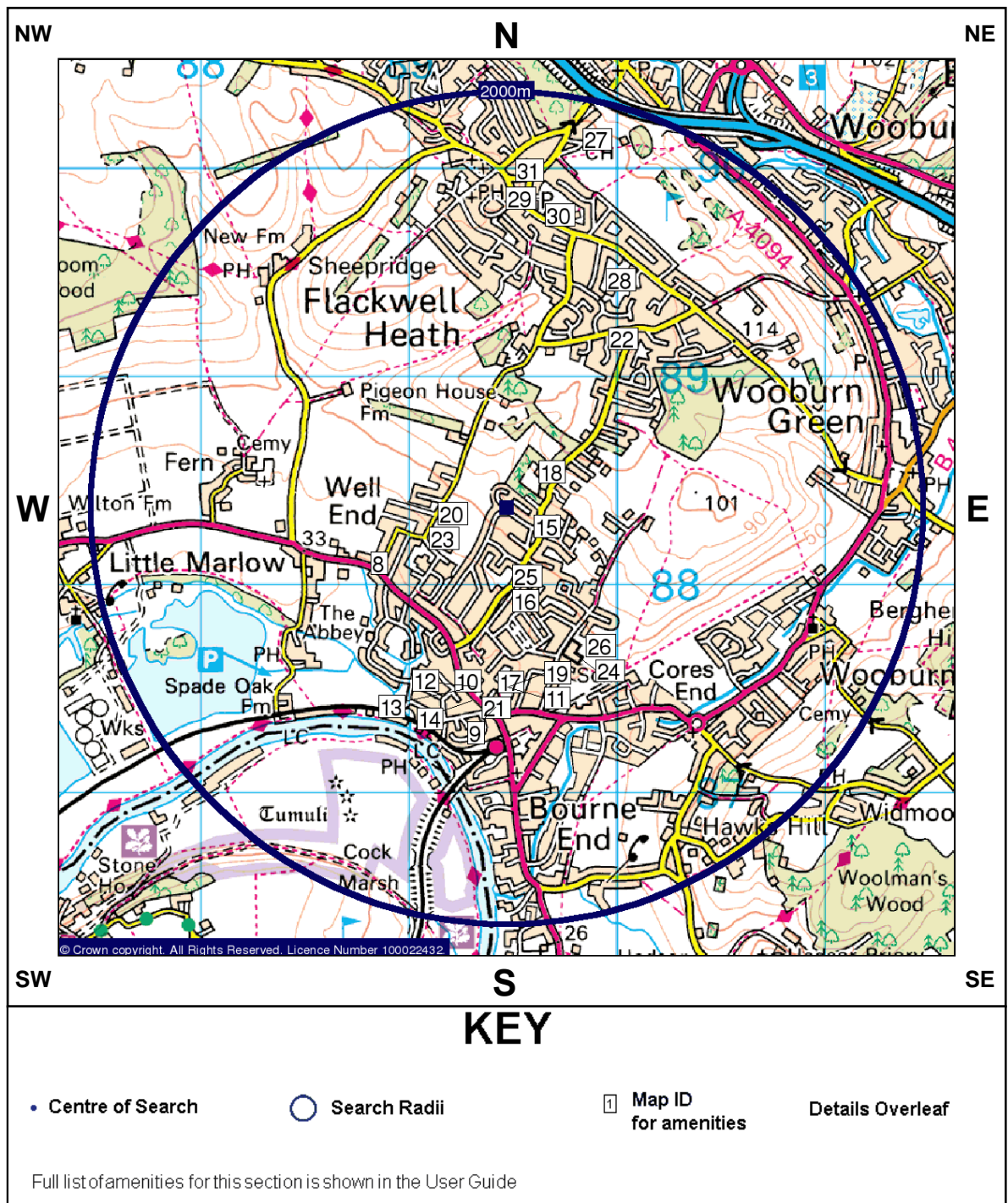
Sixth Forms

Please use the following link for details of Sixth Form Performance Tables from the Department of Education and Skills website:

http://www.dfes.gov.uk/performance/tables/16to18_06/d3.shtml

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Amenities



Amenities

Eating and Drinking

Restaurants

Map ID	Amenity	Name	Address	Location
8	Thai Restaurants	The Black Lion	Marlow Road, Bourne End, SL8 5PL	700m W
	Chinese and Oriental Restaurants	Kongs	74-84, The Parade, Bourne End, SL8 5SS	869m S
	Thai Restaurants	Bangkok Lounge	58, The Parade, Bourne End, SL8 5SS	890m S

Cafe's & Snack Bars

9	Cafes, Snack Bars and Tea Rooms	The Hideaway	8, The Parade, Bourne End, SL8 5SY	960m S
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Fast Food

10	Fast Food and Takeaway Outlets	New Hong Kong House	6, Oakfield Road, Bourne End, SL8 5QN	865m S
	Fish and Chip Shops	Super Plaice	46, The Parade, Bourne End, SL8 5SS	900m S

Retail Outlets

Supermarkets

Map ID	Amenity	Name	Address	Location
11	Supermarkets	Somerfield Stores Ltd	2, Wakeman Road, Bourne End, SL8 5SX	863m S
	Supermarkets	Budgens Stores Ltd	Aries Ho, Old Kiln Rd, Flackwell Heath, High Wycombe, Buckinghamshire, HP10 9NR	1499m N

Markets & Convenience Stores

12	Convenience Stores	The Co-Op	66-72, The Parade, Bourne End, SL8 5SS	872m S
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Grocers, Bakeries & Health Food

13	Bakeries	Lee's Bakery	55, The Parade, Bourne End, SL8 5SB	898m S
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Newsagents, Confectioners & Off Licences

10	Newsagents and Tobacconists	Corners	2, Oakfield Road, Bourne End, SL8 5QN	856m S
	Alcoholic Drinks Including Off Licences and Wholesalers	Wine Rack	38, The Parade, Bourne End, SL8 5SS	907m S
	Newsagents and Tobacconists	Martins	29-31, The Parade, Bourne End, SL8 5SB	943m S

Local Services

Post Offices

Map ID	Amenity	Name	Address	Location
14	Post Offices	Post Office (The Parade)	29-31, The Parade, Bourne End, SL8 5SB	943m S

Letter Boxes

15	Letter Boxes	Letter Box	Not Supplied	164m SE
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Public Telephones

Map ID	Amenity	Name	Address	Location
16	Public Telephones	Public Telephone	Junction Of Blind Lane & Wabourne Road Blind Lane, Bourne End, SL8 5JY	378m S

Cash Machines

12	Cash Machines	Cash Machine (Co-operative Bank plc)	66-72, The Parade, Bourne End, SL8 5SS	872m S
	Cash Machines	Cash Machine (National Westminster Bank/NatWest)	40-42, The Parade, Bourne End, SL8 5SU	898m S

Libraries

17	Libraries	Bourne End Library	Bourne End Library, Wakeman Road, Bourne End, SL8 5SX	841m S
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Places of Worship

18	Places of Worship	Ramakrishna Vedanta Centre	Blind Lane, Bourne End, SL8 5LF	238m NE
	Places of Worship	St Dunstan R C Church	Cores End Rd, Bourne End, Buckinghamshire, SL8 5AR	943m S

Halls, Day & Community Centres

19	Halls, Day and Community Centres	Bourne End Community Centre	Wakeman Road, Bourne End, SL8 5SX	863m S
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Allotments

20	Allotments	Allotment Gardens	Not Supplied	325m W
	Allotments	Allotment Gardens	Not Supplied	892m S

Healthcare Facilities**Doctors**

Map ID	Amenity	Name	Address	Location
21	Doctors Surgeries	Doctors Surgery	Wharf Lane, Bourne End, SL8 5RX	976m S

Chemists

21	Chemists and Pharmacies	Lloyds Pharmacy	1-3, The Parade, Bourne End, SL8 5SA	969m S
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Optometrists and Opticians

9	Optometrists and Opticians	O C Weathersbee	16-The Parade-Bourne End-SL8 5SY	Not Supplied
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Alternative, Natural and Complementary

22	Alternative, Natural and Complementary	V Staveley	Pidgeon Tower Cottage-Green Dragon Lane-Flackwell Heath, High Wycombe-HP10 9JU	952m NE
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Chiropodists

23	Chiropodists	Blanche Morrissey	Conkers-Wendover Road-Bourne End-SL8 5NT	392m W
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Sports Facilities**Sports Clubs & Associations**

Map ID	Amenity	Name	Address	Location
24	Sports Clubs and Associations	Bourne End Junior Sports Club	New Road, Bourne End, SL8 5BW	767m SE

Sports & Leisure Centres

Map ID	Amenity	Name	Address	Location
25	Sports Grounds, Stadia and Pitches	Recreation Ground	Not Supplied	327m S
	Sports Grounds, Stadia and Pitches	Recreation Ground	Not Supplied	335m S
	Sports Grounds, Stadia and Pitches	Recreation Ground	Not Supplied	381m S
	Gymnasiums, Sports Halls and Leisure Centres	Wye Valley Sports Ltd	New Road, Bourne End, SL8 5BW	767m SE

Tennis & Squash Courts

26	Tennis Facilities	Tennis Courts	Not Supplied	767m SE
	Tennis Facilities	Tennis Court	Not Supplied	771m N

Golf Courses & Ranges

27	Golf Ranges, Courses and Clubs	Flackwell Heath Golf Club	Treadaway Road, Flackwell Heath, High Wycombe, HP10 9PE	1809m N
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Swimming Pools

28	Swimming Pools	Swimming Pool	Not Supplied	1198m NE
	Swimming Pools	Swimming Pool	Not Supplied	1345m SE

Leisure & Recreation

Picnic Areas & Playgrounds

Map ID	Amenity	Name	Address	Location
29	Playgrounds	Playground	Not Supplied	1496m N

Bingo, Bowling & Snooker Halls

30	Bowling Facilities	Flackwell Heath Bowling Club	Straight Bit, Flackwell Heath, High Wycombe, HP10 9LT	1422m N
	Bowling Facilities	Bowling Green	Not Supplied	1434m N

Nightclubs & Social Clubs

31	Social Clubs	The Royal British Legion	Hall, Common Road, Flackwell Heath, High Wycombe, HP10 9NS	1625m N
	Social Clubs	Hedsor Social Club	Hedsor Road, Bourne End, SL8 5ES	1874m S
	Social Clubs	Wooburn Working Men's Club	16, The Green, Wooburn Green, High Wycombe, HP10 0EF	1930m E

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If after reading the report you require further information, please contact the relevant organisation, listed in Contacts section. Please note, however, that the contacts are not in a position to advise how the details may affect the value of the property. You should discuss the findings of this report with your professional advisor.

Mobile Phone Masts

This section identifies mobile phone masts from the website www.sitefinder.ofcom.org.uk as recorded at December 2006

Rights of Way

This section shows Ordnance Survey mapping with footpaths, bridleways and other rights of ways indicated.

Neighbourhood Information

Housing and Population

This gives a breakdown of home ownership in the area (privately owned, mortgaged and rented, council or housing trust rented) and the type of housing in the area (detached, semi detached, terrace maisonette, flat). Also shown is the average property price for the area and a summary of the socio-demographic profile of the local populace - These data are provided by Eurodirect. Also within this section, the relevant local authority is provided, along with details of council tax bands and how they compare nationally - HMSO Crown Copyright Data.

Education

The nearby state and private primary schools, secondary schools, further and higher education establishments are listed. In England, examination performances are also reported where provided by the relevant authority. These data are HMSO Crown Copyright.

Crime

This section gives the relevant police force for the area, along with some selected crime statistics compared to national averages - HMSO Crown Copyright. Additionally a theft insurance claims rating is provided, this data is provided by Eurodirect.

Amenities

Local Amenities

The nearest shops, restaurants, hospitals and other essential amenities are highlighted.

Contacts

Local Council Contacts

Development Control
Wycombe District Council
District Council Offices
Queen Victoria Road
High Wycombe
Buckinghamshire
HP11 1BB
Telephone 01494 461000, Fax 01494 421108
Website www.wycombe.gov.uk

County Council Contacts

Buckinghamshire County Council
County Hall
Aylesbury
Buckinghamshire
HP20 1UA
Telephone 01296 395900, Fax 01296 88887
Website www.buckscc.gov.uk

Other Contacts

Landmark Information Group Ltd - Landmark Info Helpline
Legal & Financial,
The Smith Centre,
Fairmile,
Henley-on-Thames,
Oxon
RG9 6AB
Telephone 0844 844 9966,
Fax 0844 844 9980
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 - any person who provides funding secured on the whole of the Property Site,
 - any person for whom You act in a professional or commercial capacity,
 - any person who acts for You in a professional or commercial capacity; and
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 - You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
 - 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.
- 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.
- Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

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- We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- 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.
- As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.o below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- 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. 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.
- 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.
- You acknowledge that:-
 - 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 or 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;

- 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;
- 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.
- 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.
- 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.
- 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;
- Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
- 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;
- Any support or assistance provided to You in connection with these Terms is at Your risk;
- 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.
- 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.
- In any event no person may rely on a Service more than 12 months after its original date.
- 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.
- Time shall not be of the essence with respect to the provision of the Services.
- 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.
- 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 7a.
- 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.