

The Coal Authority Property Search Services
200 Lichfield Lane, Berry Hill,
 Mansfield, Nottinghamshire, **NG18 4RG**
 Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

GroundSure Reference: 00011161-10
 Our Reference: 00011161-10
 Your Reference: SAMPLE REPORT
 RRUID: 007.00027388420001
 Report Date: Mar 15, 2010

Enviro All-in-One

Address: 18 ANY STREET, ANY TOWN, ANY WHERE, AA1 1AA

Thank you for placing your order with the Coal Authority Property Search Services.

Following a detailed review by an expert in environmental risk screening, the specified property within this report has **Passed in terms of “Contaminated Land”**. Please see the 'Contaminated Land' expert assessment' on Page 2 for further details with the corresponding 'Environmental Overview and Guidance' detailed on page 4. The specific Passed status does not relate to flooding, mining, radon, mobile masts/telecommunication bases or ground stability.

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of the report.

Coal Mining	No
Brine Compensation Area	No

If you need any further assistance, please do not hesitate to contact our helpline on 0845 762 6848 quoting the above report reference number.

Enc.
 GroundSure Homebuyers and the Coal Authority CON29M Coal Mining And Brine Subsidence Claim Report

GroundSure Homebuyers

Address: 18 ANY STREET, ANY TOWN, ANY WHERE, AA1 1AA

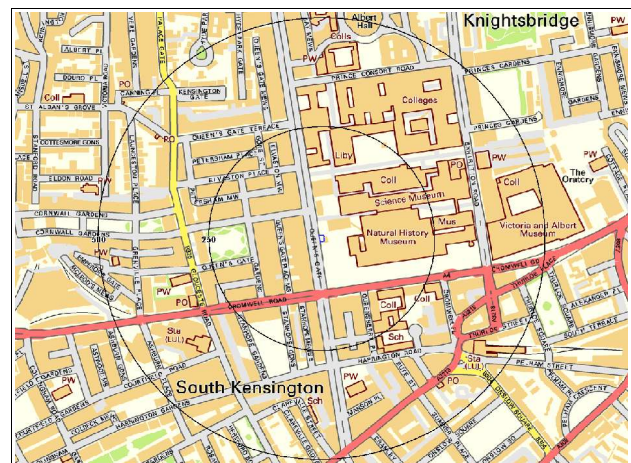
Date: Mar 15, 2010

GroundSure Reference: 00011161-10

Your Reference: SAMPLE REPORT

Grid Reference: 526508,179072

Client: The Coal Authority



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[Report Reference: 00011161-10](#)

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please contact

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Search Services

Contaminated Land

GroundSure's team of environmental consultants has reviewed the data contained within the GroundSure Homebuyers Ref: 00011161-10

Dated: Mar 15, 2010

Based on this information, the level of environmental risk¹ associated with the property 18 ANY STREET, ANY TOWN, ANY WHERE, AA1 1AA has been

Passed

GroundSure considers that there is not a "High Potential Risk" that the Site will be identified as "Contaminated Land" under the Environmental Protection Act 1990. It is therefore GroundSure's professional opinion that "Contaminated Land" issues are unlikely to have a significant impact on the security of the Site for normal lending purposes.²

The Coal Authority Assessment

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of this report.

Coal Mining	No
Brine Compensation Area	No

This assessment is based on and limited to the records held by the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

¹ Please note that this assessment takes account of the following data: historical land use, landfill and waste transfer/treatment or disposal sites, scrap yards, current industrial uses (as defined by PointX data), IPPC and LAPPC processes, COMAH and NIHHS sites, dangerous substances releases, RAS consents, discharge and red list discharge consents, EPA 1990 sites and Pollution Incidents. This information is listed in this report. No assessment has been made of the risk presented by natural hazards such as radon, subsidence or flooding or for past or present coal mining activity. No physical inspection of the property has been carried out.

²"High Potential Risk" is the level of risk which results in 1% of reports being In Need of Further Assessment

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Flood Risk

The Environment Agency river and tidal flood data indicates that there are no Floodplains within 50m of the site. The study site is not located within 50m of an area benefiting from flood defences. See Section 5 for further details.

Additional Comments

The study site is located in an area where some properties may be affected by Natural Ground Subsidence. Please refer to the Environmental Overview and Section 5.7 for further information.

The study site is not in a radon affected area, as less than 1% of homes are above the action level. Please refer to the Environmental Overview and Section 5.8 for further information.

We have identified past activities that can cause structural problems on or in proximity to the property. Please refer to the Environmental Overview section for further guidance.

Environmental Overview and Guidance

GroundSure has thoroughly reviewed the findings of this report and based on the Risk Assessment Team's review there are no significant contaminative concerns that require further consideration.

Whilst falling outside the scope of this assessment you may wish to consider the following factors which could affect the property.

Issue	Guidance
Infilled Land	The study site appears to be located on or in close proximity to a past land use or area of potentially infilled land that can cause structural problems. You may wish to check that any structural surveys performed on the property have taken this into consideration. If such factors have not been considered, you may wish to contact the local Building Regulations Officer, Planning Department and if recently constructed, the site developers. Newer developments may benefit from an NHBC guarantee or other environmental warranty which often covers structural issues.
Flooding	The Environment Agency river and tidal flood data indicates that there are no Floodplains within 50m of the site. The study site is not located within 50m of an area benefiting from flood defences. See Section 5 for further details.
Natural Ground Subsidence	The BGS have identified a moderate - high potential for natural ground subsidence within the search area. This means that there is the potential for natural ground movement to occur that may be of concern. Such ground movement could cause damage to domestic or other properties. However, properties designed, constructed and maintained in compliance with modern building regulations should be unaffected by most minor subsidence. Therefore, if thinking of buying a property in the area, you should seek professional advice from a professional property surveyor and also look at the property yourself in more detail to look for any signs of existing damage. If you already own a property in the area, and you think natural ground movement may have damaged it, you should contact your insurance company for advice. You should also take professional advice before changing the ground in any way, for example, by planting or removing trees, changing drainage or carrying out building work.
Shallow Mining	None required.
Radon	None required.
Radon Protection	No Radon protection measures are required.
Underground Workings	None required.
Historical Mining	None required.
Natural Cavities	None required.
Mining Cavities	None required.

If you would like any further assistance regarding this report, then please contact the GroundSure Helpline on 08444 159000.

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Overview of Findings

For further information on each dataset, please refer to the Detailed Findings section of the report. For the 'Expert Assessment and Additional Comments' please refer to Page 2. The 'Environmental Overview and Guidance' can be found on Page 4.

Factor	Assessment	Section
Past Land Use		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]		
Potentially Contaminative Historical Land Uses	Passed	1.1
1:2,500 scale Historical Data [London and Bristol only]		
Potentially Contaminative Historical Land Uses	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
Landfill and Waste Sites		
Landfill Sites	Passed	2.1
GroundSure Local Authority Landfill Sites Data	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
Industrial Sites and Processes		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A Authorised Processes	Passed	3.3
Part A (2) and Part B Authorised Processes and Enforcements.	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
Hazardous Substance Consents and Enforcements	Passed	3.9
EPA1990 Sites	Passed	3.10
Environment Agency Recorded Pollution Incidents	Passed	3.11
Underground High Pressure Oil & Gas Pipelines	Passed	3.12
Environmental Setting		
Sites of Special Scientific Interest (SSSI)	No	4.1
Ramsar Sites	No	4.1
National Nature Reserves (NNR)	No	4.1
Special Areas of Conservation (SAC)	No	4.1
Special Protection Areas (SPA)	No	4.1
Local Nature Reserves (LNR)	No	4.1
World Heritage Sites	No	4.1
Areas of Outstanding Natural Beauty (AONB)	No	4.1
National Parks (NP)	No	4.1
Natural Hazards & Additional Factors		
Is the site within 50m of a floodplain?	No	5.1/5.2/5.3
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.4
Are there any Areas Used for Flood Storage within 250m?	No	5.5
Are there any Flood Defences within 250m?	No	5.6

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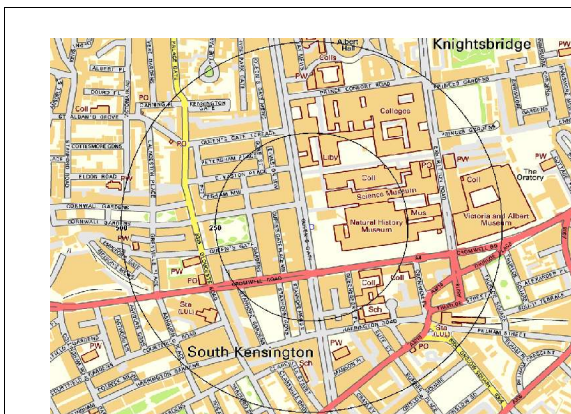
GroundSure on (T) 08444 159 000, (F) 01273 763569, email: info@groundsure.com

Natural Ground Subsidence	Moderate - High	5.7
Radon	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level	5.8
Radon Protective Measures	None	5.9
Mining		
Coal Mining	No	6.1
Shallow Mining	Negligible	6.2
Current Ground Workings	No	6.3
Mining Cavities	No	6.4
Natural Cavities	No	6.5
Historical Mining	No	6.6
Historical Underground Workings	No	6.7
Additional Information		
Mobile Transmitter Locations	Yes	7.1
OfCom Telecommunication Masts Locations	Yes	7.2
Overhead Electricity Transmission Lines and Pylons	No	7.3
Guide to Our Professional Assessment		8
Contact Details		9
The Coal Authority Con29M Coal and Brine Report		Appendix 1

Aerial Photograph



Aerial photography supplied by Getmapping PLC.
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Site Name: 18 ANY STREET, ANY TOWN, ANY WHERE,
AA1 1AA

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Introduction to Detailed Findings

General - All mapped features within this report are given an identification number. This number identifies the feature on the maps which precede the following data sections. All distances provided are in metres and directions are given as compass headings.

Section 1.1 - Historical maps are a widely recognised source of information for investigating site history. Nevertheless, analysis of mapping at 1:10,560 and 1:10,000 scale will not always provide a complete site history. If you are concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas. In the case of the 1:2,500 scale data relating to areas of London and Bristol 100m² areas are referenced. In cases where such information requires further clarification, GroundSure analyse original source mapping and will adjust the assessment of the report accordingly.

Section 1.2 - Systematic analysis of historical maps can highlight areas which, over time, have the potential to have been infilled with various materials. Such areas can relate to such features as ditches, ponds, clay pits, brickfields and quarries. Areas of infill do not always refer to landfill sites, although they may sometimes indicate the presence of such sites. Such areas are normally infilled with inert materials, although in some cases contaminative materials may have been used.

Sections 1.3 to 1.6 - Selected highly contaminative land uses have been extracted from 1:2,500 and 1:1,250 scale historical mapping. This database covers the majority of the UK from the first available map, but where areas of the UK are not covered it is indicated in the report as "No Data Available". This indicates that no assessment of the risk from these features is included in the report. In this instance if you are still concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Section 1.7 - Certain military installations were not noted on historic mapping for security reasons. Whilst not all military land is necessarily of concern, GroundSure has researched and digitised a number of Ordnance Factories and other military industrial features (e.g. Ordnance Depots, Munitions Testing Grounds) which may be of contaminative concern. This research was drawn from a number of different sources, and should not be regarded as a definitive or exhaustive database of potentially contaminative military installations. The boundaries of sites within this database have been estimated from the best evidence available to GroundSure at the time of compilation.

Section 2 - This information is gathered from a wide range of sources including the Environment Agency (Agency) and the British Geological Survey (BGS). Additionally this section includes information supplied by Landmark Information Group Limited®. Data supplied by Environment Agency and Landmark Information Group Limited® refers to waste management licences required by anyone involved in waste disposal under the Environmental Protection Act 1990. A survey by the BGS undertaken in 1972/3 provides data on some older landfill sites, which were not subject to this legislation.

Section 3.1 - The answer to this question is based on searches of current industrial data provided by PointX.

Section 3.6 - The answer to this question is based on searches of Environment Agency databases referencing discharges to controlled waters (Discharge Consents) as well as controlled discharges of more harmful substances to public sewers (Red List Discharge and Water Industry Referrals).

Section 3.12 - The answer to this question is based upon information provided by Linewatch relating to strategic oil and gas pipelines. Please note, this data does not refer to standard domestic/commercial supply infrastructure.

Sections 5.1 to 5.3 - The answer to these questions are based upon 50m search radius from the search location. This is assumed to cover the majority of properties with average sized gardens. The risk to some larger gardens may not be assessed.

Sections 5.4 to 5.6 - The answers to these questions are based upon 250m search radius from the search location.

Sections 5.7 to 5.9 - The answer to these questions is based upon information found within 50m of the search site.

Sections 6.1 to 6.2 - The answer to these questions is based upon information found within 50m of the search site.

Sections 6.3 and 6.4 - These databases provide an indication of "non-coal" mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

Sections 6.5 and 6.6 - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine, and by inference indicate the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g. air shafts for underground railways.

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Section 7.2 - Please be aware that the information provided in the report includes masts that have OfCom permission to be constructed. This does not imply that they are currently present or will ever be constructed.

Section 7.3 - Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network. Therefore some features on the ground may not appear in the report. This database is provided only to give an indication that unsightly power lines may be present in close proximity to the property.

Detailed Findings

1. Past Land Use

1.1 Potentially Contaminative Uses

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any potentially contaminative past land uses within 250m of the search site? **Yes**
Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Distance [m]	Direction	Use	Date
12.0	SE	Unspecified Ground Workings	1894

Analysis of more detailed 1:2,500 scale historical maps for areas of **London and Bristol** provides the following information.

Are there any potentially contaminative past land uses within 250m of the search site? **Yes**
Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Distance [m]	Direction	Use	Date
243.0	NW	Motor Vehicle Works/Garage	Map Edition 5

1.2 Potentially Infilled Land

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there areas of potentially infilled land within 250m of the search site ? **Yes**
Risk Assessment **Passed**

Guidance: The study site appears to be located on or in close proximity to a past land use or area of potentially infilled land that can cause structural problems. You may wish to check that any structural surveys performed on the property have taken this into consideration. If such factors have not been considered, you may wish to contact the local Building Regulations Officer, Planning Department and if recently constructed, the site developers. Newer developments may benefit from an NHBC guarantee or other environmental warranty which often covers structural issues.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by GroundSure:

Distance (m)	Direction	Use	Date
12.0	SE	Unspecified Ground Workings	1894

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1.3 Additional Information – Historical Tank Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical tanks within 100m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.4 Additional Information – Historical Energy Features Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical energy features within 100m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.5 Additional Information – Historical Petrol Station Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical petrol stations within 100m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical garage and motor vehicle repair sites within 100m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

Are there any historical military industrial sites known to GroundSure within 100m of the search site? **No**

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Risk Assessment**Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Detailed Findings

2. Landfill and Waste Sites

2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Environment Agency Active Landfill Sites

Database searched and no data found.

Environment Agency Historic Landfill Sites

Database searched and no data found.

British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

Landmark Landfill Data

Database searched and no data found.

2.2 GroundSure Local Authority Landfill Sites Data

Are there any additional Local Authority landfill sites records within 500m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

2.4 Environment Agency Licensed Waste Sites

Are there any Environment Agency Licensed Waste Sites within 500m of the search site? **No**

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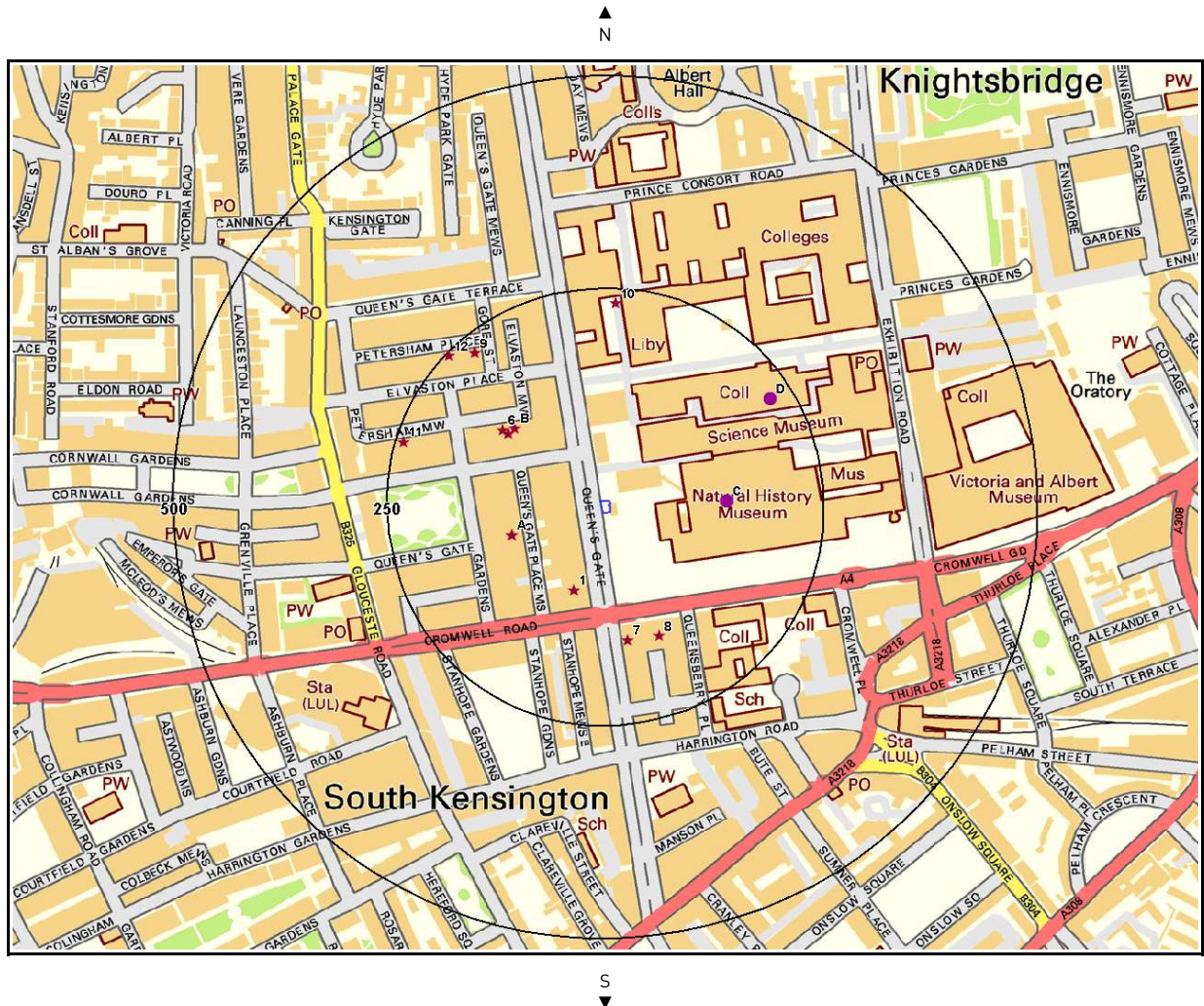
Risk Assessment**Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

Detailed Findings

3. Industrial Sites and Processes



Industrial Sites & Processes Legend



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- | | | | | | |
|---------|--------------------|---|--|---|---------------------------------------|
| ✕ | Site Centre | ★ | Potentially Contaminative Industrial Sites | ■ | Dangerous Substances (List 1) |
| — 250 — | Search Buffers (m) | ● | Petrol & Fuel Sites | □ | Dangerous Substances (List 2) |
| — 500 — | | ▲ | Part A Processes | ⚠ | COMAH / NIHHS Sites |
| | | ★ | Part A(2) and Part B Authorisations | ⚠ | Hazardous Substance Consents |
| | | ● | Radioactive Consents (Lower Risk) | ⚠ | Sites Determined as Contaminated Land |
| | | ■ | Discharge Consents | ★ | Recorded Pollution Incident |
| | | ■ | Red List Discharge Consents | — | Underground Pipelines |
| | | ◆ | Water Industry Referrals | | |

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3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search site?

Yes

Risk Assessment

Passed

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	Company	Address	Activity	Category
1	96.0	S	Geotechnical Consulting Group	52a, Cromwell Road, London, SW7 5BE	Commercial Services; Engineering Services; Civil Engineers	Engineering Services
2A	110.0	W	Gregor Fisken	14, Queen's Gate Place Mews, London, SW7 5BQ	Commercial Services; Repair And Servicing; Vehicle Repair and Servicing	Repair And Servicing
3A	110.0	W	G Fisken	14, Queen's Gate Place Mews, London, SW7 5BQ	Commercial Services; Repair And Servicing; Vehicle Repair and Servicing	Repair And Servicing
4B	133.0	NW	Noble Macmillan Ltd	9, Elvaston Mews, London, SW7 5HY	Retail; Household, Office, Leisure And Garden; Photographic and Optical Equipment	Household, Office, Leisure And Garden
5B	134.0	NW	Cuyler & Davy	11, Queen's Gate Place, London, SW7 5NX	Retail; Clothing And Accessories; Clothing	Clothing And Accessories
6	142.0	NW	Len Shires Motors	5, Elvaston Mews, London, SW7 5HY	Commercial Services; Repair And Servicing; Vehicle Repair and Servicing	Repair And Servicing
7	152.0	S	Aden Refinery	57, Cromwell Road, London, SW7 2ED	Retail; Household, Office, Leisure And Garden; Fuel Distributors and Suppliers	Household, Office, Leisure And Garden
8	157.0	S	Royal Brunei Airlines	49, Cromwell Road, London, SW7 2ED	Commercial Services; Transport, Storage And Delivery; Airlines and Airline Services	Transport, Storage And Delivery
9	228.0	NW	Neopetro Co UK Ltd	20, Elvaston Place, London, SW7 5QF	Retail; Household, Office, Leisure And Garden; Fuel Distributors and Suppliers	Household, Office, Leisure And Garden
10	232.0	N	Electricity Sub Station	-	Public Infrastructure; Infrastructure And Facilities; Electrical Features	Infrastructure And Facilities
11	241.0	W	Miles & Miles Ltd	18, Petersham Mews, London, SW7 5NR	Commercial Services; Hiring And Contract Services; Vehicle Hire and Rental	Hiring And Contract Services
12	247.0	NW	Mallinson	16E, Elvaston Place, London, SW7 5QF	Manufacturing And Production; Consumer Products; Furniture	Consumer Products

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3.2 Petrol and Fuel Sites

Are there any petrol and fuel sites within 250m of the search site? No
Risk Assessment **Passed**
 Guidance: GroundSure has searched this database and no data was found. No further action is recommended.
 Database searched and no data found.

3.3 Part A Authorised Processes

Are there any Part A Authorised Processes within 500m of the search site? No
Risk Assessment **Passed**
 Guidance: GroundSure has searched this database and no data was found. No further action is recommended.
 Database searched and no data found.

3.4 Part A(2) and Part B Authorised Processes and Enforcements

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search site? No
Risk Assessment **Passed**
 Guidance: GroundSure has searched this database and no data was found. No further action is recommended.
 Database searched and no data found.

3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search site? Yes
Risk Assessment **Passed**
 Guidance: These findings are not of concern. No further action is recommended.

The following category 3 and 4 Radioactive Substance Authorisations are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	Address	Operator	EA Region	Permission Number
13 C	137.0	E	Cromwell Road, London, SW7 5BD	Natural History Museum (the)	Thames	BI7356
14 C	137.0	E	Cromwell Road, London, SW7 5BD	Natural History Museum (the)	Thames	BU5143
15 C	137.0	E	Cromwell Road, London, SW7 5BD	Natural History Museum (the)	Thames	BI7399
16 C	137.0	E	Cromwell Road, London, SW7 5BD	Natural History Museum (the)	Thames	BU5151
17 D	223.0	NE	Exhibition Road, London, SW7 2DD	Science Museum	Thames	BZ0246

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18 D	223.0	NE	Exhibition Road, London, SW7 2DD	Science Museum	Thames	CA3343
19 D	223.0	NE	Exhibition Road, London, SW7 2DD	Science Museum	Thames	CD6039
20 D	223.0	NE	Exhibition Road, London, SW7 2DD	Science Museum	Thames	BU3183

3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

3.8 Dangerous or Hazardous Sites

Are there any COMAH & NIHHS sites within 500m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Database searched and no data found.

3.9 Hazardous Substance Consents and Enforcements

Are there any Hazardous Substance Consents or Enforcements within 500m of the search site? **No**
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

GroundSure has searched this database and no data was found. No further action is recommended.

3.10 Sites Determined as Contaminated Land under Part IIA EPA 1990¹

¹Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

Does the Local Authority hold information under Section 78R of the Environmental Protection Act 1990 for any sites within 250m of the search site? **No**
Risk Assessment **Passed**
Guidance: GroundSure has searched this database and no data was found. No further action is recommended.
Database searched and no data found.

3.11 Environment Agency Recorded Pollution Incidents

Are there any Environment Agency recorded pollution incidents within 250m of the search site? **No**
Risk Assessment **Passed**
Guidance: GroundSure has searched this database and no data was found. No further action is recommended.
Database searched and no data found.

3.12 Underground High Pressure Oil and Gas Pipelines

Are there any underground high pressure oil and gas pipelines within 250m of the search site? **No**
Risk Assessment **Passed**
Guidance: These findings are not of concern. No further action is recommended.
Database searched and no data found.

Detailed Findings

4. Environmental Setting

4.1 Designated Sites

Presence of sites of ecological and environmental value within 250m of the study site? Guidance:None required.	No
Records of Sites of Special Scientific Interest (SSSI) within 250m of the study site: Database searched and no data found.	0
Records of Ramsar sites within 250m of the study site: Database searched and no data found.	0
Records of National Nature Reserves (NNR) within 250m of the study site: Database searched and no data found.	0
Records of Special Areas of Conservation (SAC) within 250m of the study site: Database searched and no data found.	0
Records of Special Protection Areas (SPA) within 250m of the study site: Database searched and no data found.	0
Records of Local Nature Reserves (LNR) within 250m of the study site: Database searched and no data found.	0
Records of World Heritage Sites within 250m of the study site: Database searched and no data found.	0
Records of Areas of Outstanding Natural Beauty (AONB)/National Scenic Areas within 250m of the study site: Database searched and no data found.	0
Records of National Parks (NP) within 250m of the study site: Database searched and no data found.	0

Detailed Findings

5. Natural Hazards

5.1 Environment Agency River and Tidal Flood Risk

Is the study site located within a floodplain?	No
Is there a floodplain within 25m of the study site?	No
Is there a floodplain within 50m of the study site?	No

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report (the Agency may charge for this information) from the local Environment Agency Office.

5.2 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain? **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.
Database searched and no data found.

5.3 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain? **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.
Database searched and no data found.

5.4 Areas Benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site? **No**

Guidance: No guidance applicable.

5.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site? **No**

Guidance: The study site is not located in or in close proximity to an area used for the storage of flood waters.

5.6 Flood Defences

Are there any Flood Defences within 250m of the study site? **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

5.7 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area? **Moderate - High**

Guidance

The natural ground subsidence rating is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Many factors may contribute to ground subsidence problems. For instance, significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where moderate - high potential is indicated, this means that there is the potential for natural ground movement to occur that may be of concern. Such ground movement could cause damage to domestic or other properties. However, properties designed, constructed and maintained in compliance with modern building regulations should be unaffected by most minor subsidence. Therefore, if thinking of buying a property in the area, you should seek professional advice from a professional property surveyor and also look at the property yourself in more detail to look for any signs of existing damage. If you already own a property in the area, and you think natural ground movement may have damaged it, you should contact your insurance company for advice. You should also take professional advice before changing the ground in any way, for example, by planting or removing trees, changing drainage or carrying out building work.

*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

5.8 Radon Affected Areas

Is the property in a radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? **The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level**

5.9 Radon Protective Measures

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

No radon protective measures are necessary

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Combined Radon Guidance

Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Health Protection Agency (HPA) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As less than 1% of properties in the area may be radon affected, the HPA do not consider that further action is necessary.

The responses given on the level of radon protective measures required are based on a joint radon potential dataset from the Health Protection Agency (HPA) and the British Geological Survey (BGS). No radon protection measures are required for new builds or extensions.

Detailed Findings

6. Non CON29M Mining Information

6.1 Coal Mining

Is the property within an area which may be affected by past, present or proposed underground coal mining? **No**
Guidance: A mining search is provided in Appendix 1 at the end of this report.

6.2 Shallow Mining

What is the potential for ground subsidence relating to shallow mining within the search area? **Negligible**
Guidance: Where negligible potential is indicated, this means that the rocks underlying the area are not likely to have been mined at shallow depth.

6.3 Current Ground Workings

Are there any BGS Current Ground Workings within 250m of the study site boundary? **No**
This data set is derived from the BGS BRITPITS database covering active, inactive mines, quarries, oil wells, gas wells, mineral wharves, and rail deposits throughout the British Isles.

6.4 Mining Cavities

Is the site located in an area of mining cavities? **No**
Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.5 Natural Cavities

Is the site located in an area of natural cavities? **No**
Guidance: This risk rating is obtained from the natural cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.6 Historical Mining Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

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Are there any Mining features within 500m of the study site boundary?

No

Guidance: No further action required.

6.7 Historical Underground Workings Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Historical Underground Working Features within 250m of the study site boundary?

No

Guidance: No further action required.

7. Additional Information

7.1 Mobile Transmitter Locations

GroundSure's unique mobile phone transmitter database.

Have any mobile phone transmitters been identified within 250m of the study site?

Yes

The following records within 250m from have been found within this search:

Distance [m]	Direction	Max Licensed Power	Transmitter Power	Frequency Range	Operator	Height (m)	Transmission Type
89.0	S	32	3.2	900 MHz	BT Cellnet	7.5	GSM
113.0	E	32	24.15	900 MHz	Vodafone	34.0	GSM
113.0	E	32	23.65	1800 MHz	Vodafone	34.0	GSM
180.0	S	32	7.15	900 MHz	Vodafone	6.0	GSM
226.0	N	32	19.0	900 MHz	BT Cellnet	46.0	GSM
226.0	N	32	21.0	1800 MHz	BT Cellnet	46.0	GSM
231.0	E	32	19.0	900 MHz	BT Cellnet	38.0	GSM
231.0	E	32	18.0	1800 MHz	BT Cellnet	38.0	GSM
236.0	W	32	23.62	900 MHz	Vodafone	32.0	GSM
236.0	W	32	20.878	1800 MHz	Vodafone	32.0	GSM

7.2 Ofcom Mast Site Clearance Locations

Ofcom telecommunication base station and mast site clearance data details the height and location of all sites approved by Ofcom. The data may relate to an existing mast or a proposal site, therefore it does not necessarily mean that a mast currently exists at this site or that it will be built in the future, just that Ofcom have granted their consent. The data includes masts over 30 metres in height and/or with a power level exceeding 17dBW .

Have any OfCom telecommunication masts been identified within 250m of the study site?

Yes

The following records within 250m have been found within this search:

Distance [m]	Direction	OfCom Reference	Address	Approx. Mast Height (m)
59.0	SW	X(P)1361	London, 65 Queens Gate, Baden Powell Hse	30
102.0	N	R(P)9169	London, 167 Queens Gate,	1.2
110.0	SE	V(P)2165	London, South Kensington, Natural History Museum	36

7.3 Pylons and Electricity Transmission Lines

Have any overhead transmission lines been identified within 500m of the study site ?

No

Guidance: Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network. The exact location of the pylons cannot be identified and it is possible that some features within the search area may not appear in the report.

8. Guide to Our Professional Assessment

Introduction

This report is designed for residential conveyancers and their clients and satisfies standard environmental due diligence enquiries, recommended by the Law Society. This information is not always covered by Standard Con 29 Enquiries made to Local Authorities.

Purpose of this Assessment

As part of this report GroundSure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part IIA of the Environmental Protection Act 1990. This assessment is based on the following data:

1. Historical land use (compiled from 1:10,000 & 1:10,560 maps)
2. Historical land use (compiled from 1:2,500) - London and Bristol Only
3. Additional Information Historical land use (compiled from 1:1,250 & 1:2,500 maps) – for selected areas.
4. Landfill and waste transfer/treatment or disposal sites (including scrap yards)
5. Current industrial uses (as defined by PointX data)
6. Catalist Petrol Station
7. Integrated Pollution Prevention Controls (IPPCs) and Local Authority Air Pollution Control (LAPPCs)
8. Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS)
9. Dangerous Substances Inventory Releases (DSI)
10. Radioactive Substance Authorisations (RAS)
11. Discharge and Red List Discharge Consent
12. Sites Determined as Contaminated Land under Part IIA EPA 1990
13. Environment Agency Recorded Pollution Incidents
14. Historic Military / Ordnance Sites
15. Planning Hazardous Substance Consents

From this information GroundSure provide a statement regarding the likely designation of the property under Part IIA of EPA 1990 and the level of risk associated with the property is either **Passed** or **In Need of Further Assessment**. If the site is **In Need of Further Assessment** it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is **In Need of Further Assessment** then the practitioner may, if required, discuss the case with one of the GroundSure consultants. Where a site is 'In Need of Further Assessment' GroundSure will, on request, attempt to arrange appropriate environmental insurance.

Method Statement

In assessing specific site risk, GroundSure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

Limitations of the Study

This screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for London and Bristol and GroundSure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where no assessment has been made "No Data Available" is presented in the report. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to GroundSure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

Remediation

This report is covered by GroundSure's remediation contribution. For the purpose of this condition, 'Claimant' shall mean one of: (a) the Beneficiary, (b) the purchaser of the site from the Beneficiary or (c) the funder of (a) or (b) as applicable.

This condition shall apply solely to GroundSure Homebuyers and GroundSure Home Environmental with passed rather than failed status.

GroundSure may, at its sole discretion without any admission of liability, make a contribution to the Claimant towards the costs of any clean up works required to be carried out under a notice served on a Claimant in respect of a site under Part II (A) Environmental Protection Act 1990 ("Remediation Notice") on the terms of this condition ("Clean up Award").

The Clean up Award: (a) is only available once in respect of a site and to one Claimant only; (b) shall only apply where the site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, a Clean up Award will not be considered in respect of commercial property or to any site being developed or redeveloped whether for residential purposes or otherwise; and (c) shall only apply to contamination or a pollution occurring as at or prior to the date of GroundSure Homebuyers.

The Clean up Award will not be paid in respect of any of the following, including without limitation: (a) asbestos; (b) radioactive contamination arising directly or indirectly from or in connection with ionising radiations or contamination by radioactivity from any nuclear waste or fuel; from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) naturally occurring materials or their removal except where such materials are present in excess of their natural concentration; (d) any condition caused by acts of war or an act of terrorism; (e) any condition which is known or ought reasonably to have been known to the Claimant prior to the purchase of GroundSure Homebuyers; (f) non-compliance by the Claimant or any other person with respect to the site with any statute, regulation, byelaws complaint, or notice from any regulatory authority; (g) any property belonging to or in the custody or control of the Claimant which does not form a fixed part of the site or the structure; (h) any losses incurred following a material change in use of, alteration or development of the site; or (i) financial loss in respect of loss of rental, profit, revenue, savings, business or any consequential, indirect or economic loss, damages or expenses, including the cost of temporary accommodation or business interruption.

In the event the Claimant wishes to apply for a Clean up Award, it shall notify GroundSure in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all reasonable requirements of GroundSure with regard to the commission and conduct of the clean up works to be carried out under the Remediation Notice. In the event that the Claimant breaches this provision including, without limitation, failing to obtain GroundSure's prior written consent in respect of estimates for such works GroundSure shall not be required to pay a Clean up Award.

GroundSure shall only pay a Clean up Award where a Remediation Notice is served within 36 months of the date of GroundSure Homebuyers. The maximum sum of any Clean up Award shall be £60,000 and shall be paid subject to the Claimant having paid to GroundSure an excess in respect of its claim of £5,000. GroundSure reserves the right at any time to withdraw the offer of payment of a Clean up Award.

The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. GroundSure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

9. Contact Details

The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill,

Mansfield, Nottinghamshire, NG18 4RG

Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

Email: groundstability@coal.gov.uk

Web: www.groundstability.com



Environment Agency

Tel: 08708 506 506

North East

Apollo Court - 2, Bishops Square Business Park. St. Albans Road West,
Hatfield, Herts, AL10 9EX

Web: www.environment-agency.gov.uk

Email: enquiries@environment-agency.gov.uk



Local Authority - Kensington and Chelsea Royal Borough Council. Address: The
Town Hall, Hornton Street, London, W8 7NX. Web: www.rbkc.gov.uk. Tel: 020
7937 5464

British Geological Survey Enquiries

Kingsley Dunham Centre

Keyworth, Nottingham NG12 5GG

Tel: 0115 936 3143. Fax: 0115 936 3276. Email: enquiries@bgs.ac.uk

Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries



Health Protection Agency

CRCE, RPD

Chilton, Didcot, Oxon, OX11 0RQ

Tel: 01235 822622 (www.hpa.org.uk/radiation)



The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG

Tel: 0845 762 6848

DX 716176 Mansfield 5 (www.groundstability.com)



Ordnance Survey

Romsey Road, Southampton SO16 4GU

Tel: 08456 050505



Getmapping PLC

Virginia Villas, High Street, Hartley Witney,

Hampshire RG27 8NW

Tel: 01252 845444



CoPSO

29 Harley Street, London W1G 9QR

Tel: 020 7927 6836

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Linewatch

FisherGerman LLP

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New Road

Hardley, Hythe

SOUTHAMPTON

SO45 3NW

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This report is produced by GroundSure Ltd, whose correspondence address is Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: info@groundsure.com). GroundSure's registered address is Greater London House, Hampstead Road, London NW1 7EJ. Registration Number: 3421028. VAT Number 486 4004 42.

Acknowledgements

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

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Search Code

Important Consumer Protection Information

This report is produced by GroundSure Ltd, of Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: info@groundsure.com). GroundSure are committed to providing market leading environmental reports. GroundSure is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

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 firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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 TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

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GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@groundsure.com

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Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.

"Commission" means an order for Consultancy Services submitted by a Client.

"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.

"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11.

"Client" means the party that submits an Order or Commission.

"Data Provider" means any third party providing Content to GroundSure.

"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

"Home Information Pack" means a combination of reports required when selling a residential property.

"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.

"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.

"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

"Order Website" means online platform via which Orders may be placed.

"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.

"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.

"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.

"Site" means the landsite in respect of which GroundSure provides the Services.

"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.

2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.

2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party, but such third party cannot rely on the same unless expressly permitted under condition 4.

3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to use the information contained in the Report, Mapping or in a report prepared by GroundSure in respect of or arising out of the Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in conditions 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.

4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.

4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.

4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.

4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.

5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgement) at the rate of five per cent per annum above the Bank of England base rate from time to time.

5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.

6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

[Report Reference: 00011161-10](#)

If you would like any further assistance regarding this report then please contact

GroundSure on (T) 08444 159 000, (F) 01273 763569, email: info@groundsure.com

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7. Liability

- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:
- (i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
 - (ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part III(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of the Contract for £5 million in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or
 - (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
 - (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
 - (iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

- 9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
 - (ii) fire, storm, flood, tempest or epidemic;
 - (iii) Acts of God or the public enemy;
 - (iv) riot, civil commotion or war;
 - (v) strikes, labour disputes or industrial action;
 - (vi) acts or regulations of any governmental or other agency;
 - (vii) suspension or delay of services at public registries by Data Providers; or
 - (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

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[Report Reference: 00011161-10](#)

If you would like any further assistance regarding this report then please contact

GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@groundsure.com

Brought to you by the Coal Authority Property Search Services

Appendix 1

The Coal Authority CON29M Coal Mining and Brine Subsidence Claim report

The COAL AUTHORITY

Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire NG18 4RG

Website: www.groundstability.com

Phone 0845 7626 848 DX 716176 MANSFIELD 5

Someone
Somehouse
SomeStreet
Somewhereshire
SM2 22W

Our reference:
Your refrence:
Date of your enquiry:
Date we received your enquiry:
Date of issue:

51000044728001
Someone
5th March 2012
5th March 2012
5th March 2012

This report is for the property described in the address below.

Residential Coal Authority Mining Report

ANYHOUSE, ANY NUMBER, ANY STREET, ANY TOWN, ANY COUNTY, AN1 P05

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	No
Brine Compensation District	No

Information from the Coal Authority

The property lies outside any defined coalfield area.

Information from Cheshire Brine Subsidence Compensation Board records.

The property lies outside the Cheshire Brine Compensation District

Additional Remarks

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006. The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

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© The Coal Authority

Residential Coal Authority Mining Report – 51000044728001

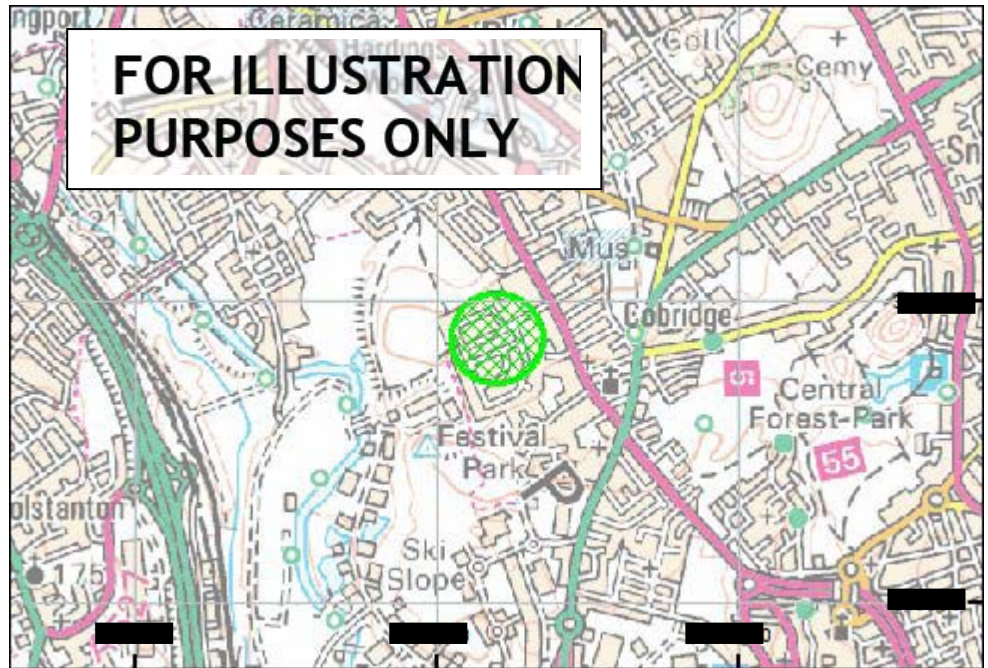
Page 1 of 3

Where this report is for a residential property, insurance is included to cover any loss in property value caused by any changes in the information contain in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

Location map



Approximate position
of property



Enquiry boundary

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Key

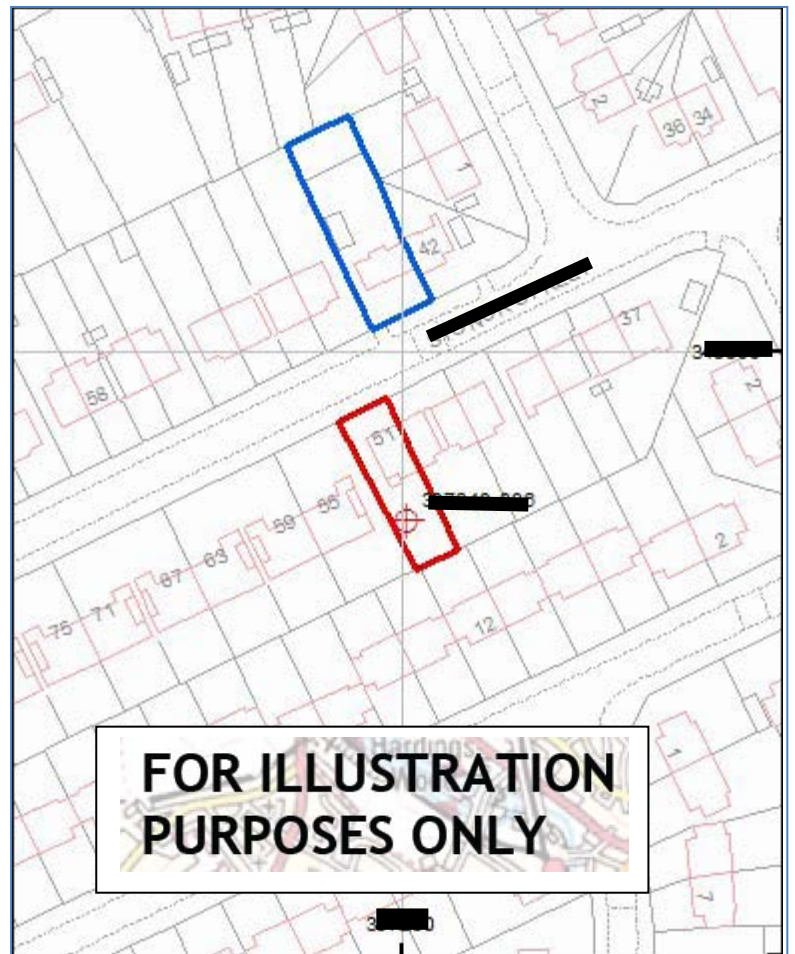
Approximate position of enquiry
boundary shown



Disused Adit or Mineshaft



Coal Claims



Policy Summary – Coal & Brine Search Report Insurance

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurance Undertaking

The insurer is Aviva Insurance Limited registered in Scotland No. 2116 Registered Office: Pitheavlis Perth PH2 0NH authorised and regulated by the Financial Services Authority.

The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

Type of Insurance and Cover

- a. The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).
- b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.
- c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

Significant features or benefits under the policy and the term/duration of the policy

- a. Cover is provided for loss that you suffer up to an amount of £50,000.00.
- b. For the purposes of the policy loss includes:-
 - (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and
 - (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.
- c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.
- d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

Significant or unusual Exclusions or Conditions under the policy

- a. Full details can be found in the Cover and Exclusions sections of the policy.
- b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
- c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.
- d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
- e. The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

Statutory Cancellation Rights

You have the right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the coal & brine search report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer. The full complaints procedure is set out in the policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN.

Coal & Brine Search Report Insurance Policy

We welcome you as a Policyholder of Aviva a worldwide organisation offering you a local insurance service for your personal and business requirements.

This Policy is your evidence of insurance and may be required in the event of a claim.

Property: ANYHOUSE, ANY NUMBER, ANY STREET, ANY TOWN, ANY COUNTY, AN1

Definitions

You/Your means the person insured by this Policy. You may be

- i. The person who asked for the Coal & Brine Search Report in connection with your purchase of the Property (and your mortgagee)
- ii. The person who purchased the Property (and your mortgagee) if the person selling the Property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the Property has been purchased by way of auction
- iii. The owner of the Property (and your mortgagee) if you are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Coal & Brine Search Report.

We/Us/Our means the insurer, Aviva Insurance Limited registered in Scotland No. 2116 Registered Office: Pitheavlis Perth PH2 0NH authorised and regulated by the Financial Services Authority.

TCA means The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG. TCA is responsible for producing the Coal & Brine Search Report, issuing this Policy, collecting the Premium and declaring the existence of this Policy to us.

Coal & Brine Search Report means the attached Coal & Brine Search Report that TCA has prepared for the Property following a Coal Mining & Brine Subsidence Search providing information compiled from

- i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas and
 - ii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.
- Effective Date means the date of the Coal & Brine Search Report attached to this Policy.

Limit of Cover means an amount of £50,000.

Market Value means the value determined by a Surveyor appointed following agreement by you and us (or appointed by an arbitrator in the absence of such agreement).

Period of Insurance means the period from the Effective Date until

- i. You sell the Property or
- ii. The debt secured by the mortgage is repaid if you are a mortgagee.

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Premium means the total amount of £0.95p paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

Property means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Coal & Brine Search Report.

Surveyor means a person approved by us who has one or more of the following qualifications: FRICS or MRICS.

Cover

Subject to the terms and conditions of this policy and provided TCA has collected the Premium we will cover you up to the Limit of Cover for all claims made during the Period of Insurance in respect of

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the Coal & Brine Search Report attached to this Policy which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent coal & brine search report, and
2. All other costs and expenses which we have agreed in writing to cover.

Exclusions

1. We will not pay more than the Limit of Cover in total for any loss in Market Value of the Property and costs and expenses covered by this Policy. You cannot claim the benefit of more than one policy provided by us in this form in relation to the Property.
2. We will not be responsible for any loss you might suffer:
 - i. if at the date of the claim you are not the legal or beneficial owner of the Property
 - ii. if the Property is not a single private home in the United Kingdom which is used only for residential purposes
 - iii. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred by you in relation to the loss of such transaction
 - iv. in respect of structural or other physical damage caused to the Property by subsidence flooding or otherwise
 - v. as a result of any change in information in response to questions 3(a) 3(b) 8(a) or 8(b) of a Coal Mining & Brine Subsidence Search (form CON29M (2006)).

For the avoidance of doubt this Policy does not provide buildings or contents insurance cover.

3. We will not be responsible for any loss which happens as a result of
 - i. an entry on any subsequent coal & brine search report after the Effective Date if this entry also appears on the attached Coal & Brine Search Report
 - ii. any problem revealed by the first coal & brine search report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
 - iii. any change to the Coal Mining & Brine Subsidence Search (form CON29M (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
 - iv. any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss for which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. You cannot transfer the benefit of this Policy to anyone else. If you die during the Period of Insurance the benefit of the Policy will pass to your estate and beneficiaries.
2. If you receive information about any claim, loss or incident for which we may be responsible under this Policy you must contact us as soon as possible as set out below in the section; How to claim.
3. If there is any claim under this Policy which is also covered by any other insurance we will pay no more than our rateable proportion of the loss and any costs and expenses connected with it.
4. You agree to do and permit to be done all things that we consider necessary to minimise loss under the Policy. We will be responsible for any expense incurred in complying with this Condition.
5. You must not make any offer promise or payment or incur any costs or expenses unless we have agreed in writing to cover such costs and expenses.
6. If there is a claim under this Policy we have the right to instruct a Surveyor to assess the Market Value of the Property.
7. Where we have accepted a claim and there is disagreement over the amount to be paid the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.

Cancellation Rights (Statutory Cooling Off Period)

You have the right to cancel your policy within 14 days from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited and The Coal Authority.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and TCA. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Please be aware of the Conditions of this Policy.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Choice of Law

The law of England and Wales will apply to this contract unless at the date of the contract you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.

We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

We will acknowledge your complaint within 2 working days.

We aim to resolve complaints following assessment and investigation, as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do should you be dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, you may write to the Chief Executive, Aviva Insurance Limited, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS.

If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).

Full contact details of the FOS will be provided when we write in response to your complaint.

Step 3 Refer your complaint to the Financial Ombudsman Service

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.