
Report date: **30 November 2011**

Customer ref: **Sample_ref_ESC**

Property address: **Sample Site, Sample Street, Sample Town, XX1 1XX**

Report Commissioned by: **Enviroscreen PO Sample Account**

On behalf of: **Sample Client Ltd**

Purpose of report: **Providing an investment valuation of the property**

Freehold or Leasehold: **Freehold**

Redevelopment Yes or No: **No - It is understood that there are no redevelopment plans for the site**

Argyll Environmental's professional opinion describes the level of risk associated with the information disclosed in the associated Enviroscreen data, as the following:

Property Assessment

PASSED

Property Value

Unlikely to have an adverse effect on the value of the property.

Contaminated Land

The property is unlikely to be designated "contaminated land" within the meaning of Part 2A of the Environmental Protection Act 1990.

Environmental Factors for consideration

In this case no environmental factors have been identified

Lending Risk Assessment

Passed

This property has passed for commercial lending purposes and as such has no significant liability to the lender regarding contamination risk.

Based on valuation guidance from the RICS Red Book this report complies with UK GN1.1 - Appendix 2.2(E) Contamination and hazardous substances and valuation guidance from the RICS Red Book - Appendix 2.2(F) Environmental Matters.

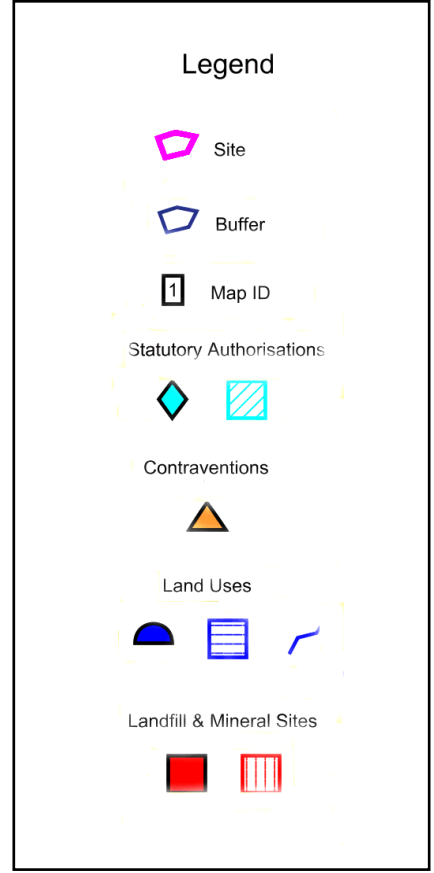
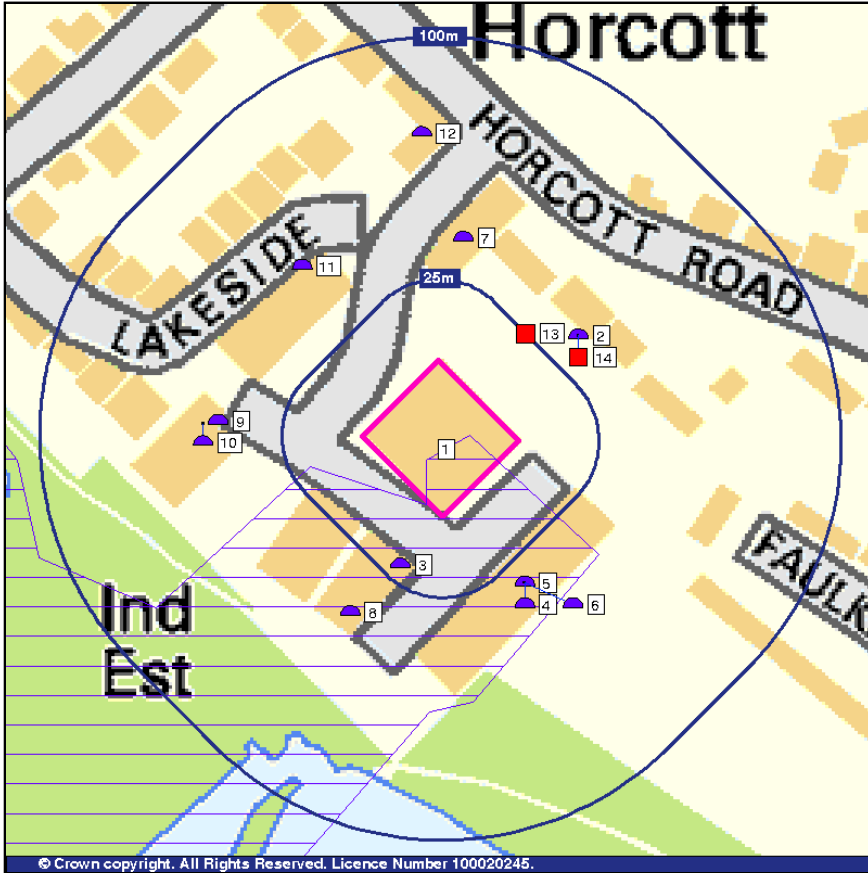
Approved by



Christopher S. Taylor BSc (Hons), MSc, AIMEA
Chartered Water and Environmental Manager
Technical Director, Argyll Environmental Ltd



Site Address: Sample Site, Sample Street, Sample Town, XX1 1XX



Site Boundary: Total Area
0.12 Ha

Prepared For
Enviroscreen PO Sample
Account
Smith Centre
Fairmile
Henley
RG9 6AB

Client Ref
Sample_ref_ESC

Purchase Order No.
N/A

Client Name
Sample Client Ltd

Factors affecting the site

Map ID On Site 0 - 25m 25 - 100m

	Map ID	On Site	0 - 25m	25 - 100m
Historical Land Uses				
Potentially Contaminative Industrial Uses (Past Land Use)				
Quarrying of sand & clay, operation of sand & gravel pits, Date of mapping: 1960-1982	1	✓		
Quarrying of sand & clay, operation of sand & gravel pits, Date of mapping: 1924	2			✓
Contemporary Trade Directory Entries				
Performance Autoworks, Unit 13, Horcott Industrial Estate, Horcott Road, Fairford, Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	3		✓	
I W S, Unit 18, Horcott Industrial Estate, Horcott Road, Fairford, Garage Services, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	4			✓
I W S, Unit 18, Horcott Industrial Estate, Horcott Road, Fairford, Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	5			✓
I W S Services, Unit 18, Horcott Industrial Estate, Horcott Road, Fairford, Mot Testing Centres, Status: Inactive, Positional Accuracy: Automatically positioned to the address	6			✓
Resintech Ltd, Unit 28, Horcott Industrial Estate, Horcott Road, Fairford, Adhesives, Glues & Sealants, Status: Active, Positional Accuracy: Automatically positioned to the address	7			✓
The Real Candy Co, Unit 14/15, Horcott Industrial Estate, Horcott Road, Fairford, Confectionery Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	8			✓
Arlington, Unit 7, Horcott Industrial Estate, Horcott Road, Fairford, Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	9			✓
S M L Ltd, Horcott Industrial Estate, Horcott Road, Fairford, Metal Products - Fabricated, Status: Inactive, Positional Accuracy: Automatically positioned to the address	10			✓
Forest Assemblies Ltd, Unit 3 Horcott Indust Est, Horcott Rd, Fairford, Printed Circuit Services, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	11			✓
I W S Services, Unit 18, Horcott Ind Est, Horcott Road, Fairford, Mot Testing Centres, Status: Active, Positional Accuracy: Manually positioned within the geographical locality	12			✓
Landfill & Mineral Sites				
Local Authority Landfill Coverage				
Gloucestershire County Council, - Has supplied landfill data	N/A	-		
Cotswold District Council, - Has no landfill data to supply *	N/A			
BGS Recorded Mineral Sites				
Horcott Gravel Pit, Horcott, Fairford, Gloucestershire, Status: Ceased, Reference: 60654, Positional Accuracy: Located by supplier to within 10m	13			✓
Potentially Infilled Land (Non-Water)				
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1982	14			✓
Statutory Authorisations				
No features identified within this category	N/A			

Factors affecting the site

Map ID On Site 0 - 25m 25 - 100m

	Map ID	On Site	0 - 25m	25 - 100m
Contraventions No features identified within this category	N/A			
Natural Features				
Extreme Flooding from Rivers or Sea without Defences No	N/A			
Flooding from Rivers or Sea without Defences No	N/A			
Areas Benefiting from Flood Defences No	N/A			
Flood Water Storage Areas No	N/A			
Flood Defences No	N/A			
Groundwater Vulnerability Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (H3)- Coarse textured or moderately shallow soils which readily transmit non-absorbed pollutants and liquid discharges but which have some ability to attenuate absorbed pollutants because of their large clay or organic matter contents, Map Scale: 1:100,000	N/A	✓		
Drift Deposits No	N/A			
Radon Potential The property is in a lower probability radon area, as less than 1% of homes are above the action level	N/A	✓		
Radon Protection Measures None	N/A	✓		
Coal Mining Affected Areas In an area which may not be affected by coal mining	N/A			
Brine Compensation Area No	N/A			

Local Authority Landfill Coverage * if applicable. It has not been possible to obtain Landfill data from this authority therefore the fact that no local authority landfills are disclosed in this report does not necessarily confirm that no local authority landfills exist. We recommend that if you are concerned about landfill you should contact the relevant local authority. "-" denotes the nearest Local Authority Landfill Coverage.

Useful Contact Information

Cotswold District Council Environmental Health Department
Council Offices, Trinity Road, Cirencester, Gloucestershire, GL7 1PX
Telephone 01285 643643, Fax 01285 640743
www.cotswold.gov.uk

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

British Geological Survey Enquiry Service
British Geological Survey, Kingsley Dunham Centre, Keyworth, Nottingham, Nottinghamshire, NG12 5GG
Telephone 0115 936 3143, Fax 0115 936 3276
enquiries@bgs.ac.uk
www.bgs.ac.uk

Gloucestershire County Council
Shire Hall, Westgate Street, Gloucester, Gloucestershire, GL1 2TG
Telephone 01452 425000
www.gloscc.gov.uk

Argyll Environmental Ltd
Tower Point, 44 North Road, Brighton, BN1 1YR
Telephone 0845 458 5250, Fax 0845 458 5260
info@argyllenviro.com
www.argyllenvironmental.com

Landmark Information Group Limited
The Smith Centre, Henley on Thames, Oxfordshire, RG9 6AB
Telephone 0844 844 9960, Fax 0844 844 9951
customerservice@promap.co.uk
www.landmarkinfo.co.uk



THE
COAL
AUTHORITY



**British
Geological Survey**
NATURAL ENVIRONMENT RESEARCH COUNCIL

Additional Information

In completing this report Argyll Environmental has undertaken a review of the Enviroscreen data made available to it. No site inspection, further enquiries or investigation of surface or ground conditions has been carried out by Argyll Environmental. No information as to the age, value and type of property has been made available.

Surveyors are reminded to refer to the RICS guidance note 'Contamination, the environment and sustainability - Implications for chartered surveyors and their clients', published April 2010, and consider using the property observation checklists developed by the RICS for identifying apparent potential for contamination and recording observations made during the normal course of inspection. The checklists are contained at Appendices A-C of the above guidance note. Completion of these checklists does not constitute an environmental assessment for the purposes of Professional Indemnity Insurance where many surveyors are unlikely to have appropriate indemnity cover.

The information in this Enviroscreen® Certificate is derived from a number of statutory and non-statutory sources (refer to the user guide). Whilst every effort is made to ensure accuracy, Landmark cannot guarantee the accuracy or completeness of such information or data, nor to identify all the factors that may be relevant. If you are a private individual using this Certificate Landmark recommend that you discuss its contents in full with your professional advisor. It is essential to read this Certificate in conjunction with the User Guide and your attention is drawn to the scope of the Certificate section within the User Guide.

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Commercial Premises Environmental Insurance

Landmark information Group provides a link to Arlington Insurance Services Limited which is able to offer environmental insurance underwritten by ACE Insurance Group Limited for Sample Site, Sample Street, Sample Town, XX1 1XX. The insurance is subject to an Enviroscreen certificate report having been commissioned and a quote obtained from Arlington Insurance Services Limited.

Key policy Benefits:

- n Coverage for sudden and gradual pollution
- n Coverage for on-site and off-site first party cleanup
- n Automatic coverage for biodiversity damage
- n Damage to third party property, including diminution in value
- n Policy periods up to 5 years coverage
- n Limit of indemnity up to £5m
- n Self Insured Retentions from £2,500 per loss
- n Proactive claims support to minimise losses and their financial and reputational impacts on the business
- n Legal Defence Expenses

This statement does not contain the full terms and conditions of the coverage provided, which can be found in the policy document. The Environmental Impairment Liability (EIL) Policy is a claims-made policy offering a range of cover for gradual, sudden and accidental pollution resulting from the ownership, control and/or operation of premises.

Sample Premiums

Indicative premiums below are based on Commercial mixed use/offices with a £2500 excess where the Report Status is shown as PASSED and are for example use only.

Historic use only

	£1m cover	£5m cover
3 Year term	£2,955	£5,910
5 Year term	£4,199	£8,398

Historic and Operational Coverage

	£1m cover	£5m cover
3 Year term	£3,477	£6,895
5 Year term	£4,889	£9,788

To obtain a quote please go to www.arlingtoninsuranceservices.com/environmental and enter your Enviroscreen report details or alternatively please telephone 020 7734 3346 to discuss your individual position with an environmental specialist.

This insurance is offered by



ACE European Group Limited, ACE Building, 100 Leadenhall Street, London EC3A 3BP
Arlington Insurance Services Ltd, Goldsmith House, 137 Regent Street, London W1B 4HZ

Authorised and regulated by the Financial Services Authority

PRODAT STANDARD TERMS AND CONDITIONS

Definitions:

In these Terms & Conditions, the following terms have the following meanings:

"Customer" shall mean the person, company, firm or other legal body placing an order for the Products.

"Data Originator" means all or any of Prodat, Landmark, Ordnance Survey and suppliers or licensors of software or data from time to time comprised in the Product.

"Landmark" shall mean Landmark Information Group Limited, of 7 Abbey Court, Eagle Way, Sowton, Exeter, EX2 7HY registered in England under no. 2892803.

"Prodat" means Prodat Systems Plc, of 7 Abbey Court, Eagle Way Sowton Exeter EX2 7HY registered in England under no. 2849560.

"The Product" means any data or information more particularly specified in Prodat's price list

"Plot" shall mean the site(s) or location(s) that is the subject of the Product.

"End User" shall mean the user of the Product.

1. The Agreement:

- a. Prodat agrees to supply to the Customer the Product subject to these Terms and Conditions and the Customer agrees that by purchasing the Product it accepts these Terms and Conditions, for the avoidance of doubt, notwithstanding any references to sale or purchase of Products, it is noted that the provision of the Product is under licence and nothing in these Terms and Conditions shall operate as or be deemed to be an assignment or transfer of the Product or any intellectual property rights in the Product.
- b. Purchase or use of the Product by the Customer shall be deemed to be acceptance of these Terms and Conditions (as amended from time to time). The Customer is responsible for reviewing regularly the information posted (currently <http://www.promap.co.uk/promap/landc.jsp>) and continued use of the Product following such change indicates acceptance of the changes that have been made.
- c. The Customer is solely responsible for inputting data relevant to the order of a Product, and Prodat shall not be liable (nor shall the Customer be entitled to any refund) in the event such information is not provided correctly.
- d. Prodat reserves the right to refuse any order submitted by a Customer, which contains incomplete or incorrect information. Any costs already incurred by Prodat in connection with such order prior to refusal shall be borne in full by the Customer.
- e. These Terms govern the relationship between the Customer and Prodat, and are deemed to have been accepted by the Customer when it places any order for a Product or pays for any services provided.
- f. These Terms together with the price list referred to above, Prodat's privacy policy and any terms set out in its website, comprise the entire agreement between Prodat and the Customer. No prior stipulation, agreement, promotional material or statement should be treated as a variation of these Terms, nor any amendment or other Terms provided by the Customer operate to vary or replace these Terms.

2. The Product:

- a. Whilst Prodat will use reasonable care and skill in providing the Product to the Customer, the Product is provided to the Customer on the express basis that the Customer acknowledges and agrees to the following
 - i. the information and data supplied in the Product are derived from publicly available records and other third party sources and Prodat does not warrant the accuracy or completeness of such information or data; and
 - ii. the information and data supplied in the Product are derived solely from those sources specifically cited in the Product and Prodat does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted; and
 - iii. Prodat does not guarantee that all past or current uses or features will be identified in the Product; and
 - iv. the Products and other services provided by Prodat are professional business to business services and not intended for use or interpretation by persons other than professional persons skilled in the use of property and environmental information; and
 - v. Prodat shall not be responsible for errors or corruption in the Product resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing; and
 - vi. the Product does not give details about the actual state or condition of the Plot nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Plot for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection; and
 - vii. Prodat reserves the right to update, modify or delete the data comprising any Product at any time and does not give any warranty regarding the completeness or accuracy of any data provided as part of any Product.

3. Liability:

- a. Prodat accepts liability and provides warranties only as set out in this clause. As most of the information contained in the Product is provided to Prodat by others, Prodat cannot control its accuracy or completeness, nor is it within the scope of the Product to check the information at source. Accordingly, Prodat will only be liable to the Customer for any loss or damage caused by Prodat's negligence or willful default and neither Prodat nor any person providing information contained in any Product shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Product. The Data Originators do not warrant the accuracy of the information they supply to Prodat who therefore have no control over the content quality or reliability of the data in the Products and accordingly Prodat cannot and does not give any assurances regarding the quality or suitability or fitness for purpose of any of the Products. All Products are supplied on the assumption that the Customer has correctly input the relevant information.
- b. Prodat has prepared the Product for use only by the Customer and for no other purpose whatsoever and the Product should not be relied upon by any third party. Prodat cannot accept any responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the contents of the Product. The Customer is to rely on its own skill and judgement in determining the suitability of the Product for its own purpose and use and the Customer is advised to use the Product with caution and not to base business decisions solely on the same. The Product is merely one of the tools available for the assessment of environmental, geological or other property or land-related risks and should be used in conjunction with other recognised methods of evaluation.
- c. All representations, warranties, guarantees and conditions (whether express or implied, by statute, Common Law, collateral or otherwise) as to fitness for any particular purpose, satisfactory quality or otherwise are expressly excluded to the fullest extent permitted by law.
- d. Nothing in this Agreement shall exclude or restrict Prodat's liability for death or personal injury resulting from the negligence of Prodat or its employees while

- acting in the course of their employment or arising from a breach of its statutory duty. Subject to the foregoing, Prodat shall not be liable to the Customer for loss of profits; or loss of contracts; (or, without limitation, other indirect or consequential loss or damage) resulting from any event or default by Prodat in the provision of the Product to the fullest extent permitted by law. Time shall not be of the essence with respect to the provision of the Product. Prodat shall not be liable for any delay, interruption or failure in performance of its obligations hereunder which is caused or contributed to by any circumstance which is outside Prodat's reasonable control, including (without limitation) war, flood, riot, Act of God, strike or other labour dispute (including those affecting Government officials), suspension or delay of service at public registries, change in the law, lack of power, telecommunications failure or overload, or computer malfunction.
- e. On receipt of the Product the Customer shall make a reasonable inspection to satisfy itself that there are no apparent defects or failures. Prodat will, subject as otherwise provided herein, accept no responsibility for any defect or failure in the Product notified to it (a) after 7 days following discovery of any defect or failure in the Product; or (b) after 6 months after receipt of the Product by the Customer. Except as otherwise provided in this Agreement, Prodat's aggregate liability in connection with this Agreement or the provision or use of the Product, whether in contract or in negligence or in any other way, for damages or loss sustained or incurred by the Customer shall be limited to an aggregate amount not exceeding £350,000.
 - f. The Customer shall have no claim or right of recourse against any Data Originator (save for Prodat, on the terms above), nor shall the Customer hold Prodat responsible for any selection of or retention of data, nor any acts or omissions by any third party supplier to Prodat. Prodat does not promise that the supply of the Products will be uninterrupted or error free or provide any particular facilities or functions nor that the data will always be complete, accurate, precise, free from defects of any kind, computer viruses, software locks or similar code or free from errors due to third party processing including any geo-referencing. The Customer assumes the entire risk of the suitability of the Products and waives any claim of detrimental reliance on the same.

4. Copyright & Confidentiality:

- a. The Customer acknowledges that the copyright, trademarks, database rights, design rights and any other intellectual property rights in the Product are and shall remain the property of Prodat and/or its Data Originators and this agreement does not purport to grant, assign, licence, or transfer any rights to the Customer in respect thereof. The Customer shall have no rights over any intellectual property contained in the Product, including without limitation, no right to sub licence the Product or any element of it.
 - b. Subject to 4.h, the Customer agrees that it will treat (and cause its employees, agents and servants to treat) as strictly private and confidential the Product and all information which it obtains from the Product and any disclosure to employees or servants of the Customer shall be for the Customer to conduct its internal business only. The Customer further agrees that it will comply with any specific directions with regard to security or confidentiality as notified by Prodat from time to time. The requirement in this clause to treat the Product as confidential shall include a requirement to maintain adequate security measures to safeguard the Product from unauthorised access, use or copying.
 - c. The Customer agrees to hold Prodat indemnified against any losses, costs, claims and damage suffered by Prodat as a result of any breach by the Customer of the terms of this Clause 4.
 - d. The Customer agrees:
 - i. not to remove suppress or modify, amend alter or obscure any trademark, copyright or other proprietary marking belonging to Prodat and the Data Originators from the Product, nor add any other such marking to the Product without the prior written consent of Prodat;
 - ii. not to create any product which is derived directly or indirectly from the data contained in the Product;
 - iii. not to combine the Product with or incorporate such Product into any other information data or product;
 - iv. not to re-format or otherwise change (whether by modification, addition or enhancement) data contained in the Product;
 - v. not to provide the Product or any part thereof to third parties without the express written permission of Prodat, nor copy, use, market, resell, distribute, merge, alter add to or carry on any distribution, translation or publication of the Product or seek to reverse engineer decompile or disassemble the Product.
 - vi. Not to use the Product except strictly in accordance with these Terms and not for any other purpose, nor should any use be made of the Product that would or might be deemed to be disparaging to any of the Data Originators;
 - e. The Customer shall comply with the conditions for use of the Products as set out in the Annex hereto.
 - f. The Customer acknowledges that the Product is confidential and it is intended for personal use or internal business use of the Customer only.
 - g. Where mapping is provided by Ordnance Survey, such mapping contained in any Product is protected by Crown Copyright and must not be used for any purpose outside the context of the Product. Where mapping is provided by any other Data Originator, including without limitation, Collins Bartholomew Ltd such mapping is the copyright of such Data Originator and must not be used for any purpose outside the context of the Product.
 - h. Subject to clause 4.g and 4.j copying in whole or any part by any means of the map prints or run on copies provided with the Product is not permitted without appropriate licensing from the relevant Data Originator. The Customer must already be in possession of or obtain a valid Ordnance Survey Business Use Licence if it wishes to make any further copies of any Ordnance Survey maps supplied with or forming all or part of any Product.
 - i. The Customer is permitted to produce printed output from Promap for resale to End Users for such End User's personal use only.
 - j. With regard to Ordnance Survey mapping, if the printed output is resold to a particular End User the Customer must pay a first print charge. Run on copies can be resold to the End User but only if the Customer has previously paid a first print charge for that print for that End User.
 - k. The Customer shall use the Product for a period of 12 months from the date the Product is received by the Customer only and shall forthwith thereafter or forthwith on termination for whatever reason destroy all copies of the Product howsoever stored and shall certify on request to Prodat that no copies have been retained and no further use shall be made of the Product.
 - l. The Customer shall not remove alter or in any way change any trademark or other proprietary marking on any element of the Product and shall acknowledge ownership of the Product where it is used or incorporated into any other documents, whether or not this is provided to any third party.
 - m. Any Data Originator shall be entitled to enforce any of the terms set out in this agreement as if it were a party hereto.
- ## 5. General:
- a. Promotional materials or samples supplied by Prodat do not form part of this Agreement. Each of the clauses and sub-clauses of these Terms and Conditions is distinct and severable. If any provision of these Terms and Conditions shall be determined to be invalid, illegal or unenforceable, the remainder of these Terms and Conditions shall continue to be valid, legal and enforceable to the fullest extent of the law. Prodat reserves the right to revise its Terms and Conditions from time to time. The Customer is therefore advised to check the Terms and Conditions (currently <http://www.promap.co.uk/promap/landc.jsp>) regularly as the Customer will be bound by the terms in place on the date the Product is purchased.
 - b. The Customer shall pay the price for the Product without any set off, deduction or counterclaim. Prodat shall not be obliged to invoice any party other than the

Customer for the provision of a Product, but where Prodats does so invoice any third party at the request of the Customer, and such invoice is not accepted or remains unpaid, Prodats shall have the option at any time to cancel such invoice and invoice the Customer direct for such Product. Where the Customer's order comprises a number of Products or severable elements within any one or more Products, any failure by Prodats to provide a Product or elements of a Product shall not prejudice Prodats's ability to require payment in respect of the Products or elements of the Product delivered to the Customer as the circumstance shall indicate. In addition, Prodats may charge interest on overdue amounts at 3% over the National Westminster Bank base rate from time to time from the due date until payment in full is made. VAT at the prevailing rate shall be payable in addition to the price for the Product (as set out in Prodats's price list as referred to above).

- c. Any time or indulgence granted by Prodats or delay in exercising any of its rights under the Agreement shall not prejudice or affect Prodats's rights or operate as a waiver of the same.
- d. Prodats reserves the right to refuse to supply the Products or any of them to a Customer at any time prior to acceptance of an order, including without limitation, altering the specification of or price charged for any Product, or amending these Terms. Whilst Prodats shall endeavour to give the Customer notice of any such alterations, the Customer acknowledges that such amendments may be required of Prodats by its data suppliers and as such, Prodats is entitled to require implementation forthwith without notice, and the Customer's continued use of the Product or placing any further order for Products shall be deemed to constitute acceptance of any such amendment.
- e. Prodats may, at any time and at its sole discretion suspend or terminate the Customer's access to the Products, or any of them, and shall not be obliged to provide any notice of such suspension or termination. In the event that such action is taken, Prodats shall not incur any liability to the Customer whatsoever.
- f. Prodats may assign its rights and obligations under these Terms without prior notice or any limitation. The Customer shall not be entitled to assign its rights or obligations pursuant to the Agreement.
- g. Prodats may suspend or terminate the provision of the Product if the Customer is bankrupt or insolvent or makes any voluntary arrangements with its creditors or becomes subject to an administration order or has an administrative receiver appointed over any of its assets or if Prodats has reason to believe that any of foregoing conditions may come into existence or any amount owing to Prodats is overdue or the Customer has exceeded any credit limit or in the event the Customer has breached any of the obligations set out in these Terms and in the event of a breach capable of remedy, has failed to so remedy the breach within 7 days of receiving written notice from Prodats specifying the breach and remedial action to be taken.
- h. The Agreement shall at all times be governed construed and enforced in accordance with English Law which shall be the proper law of the Agreement, and both parties hereby submit to the exclusive jurisdiction of the English courts. If any dispute arises out of or in connection with these Terms ('Dispute') the parties undertake that prior to commencement of court proceedings they will see to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution, such procedure to be commenced by the service of written notice by one party to the other. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) of initiation of the procedure or if either party refuses to participate, then either party may refer the Dispute to the courts.
- i. Prodats's privacy policy as displayed and updated from time to time on its website governs the use that will be made of information that you provide.
- j. The Customer agrees not to reverse engineer, decompile or disassemble the Product or use or attempt to use the Product for any purpose other than the purpose for which it is supplied under these Terms and Conditions. The Customer further undertakes not to attempt in any way to circumvent or subvert the charging mechanisms used in connection with the Product.
- k. The Customer shall comply with all requirements of the relevant Data Protection law.
- l. The Customer hereby agrees to indemnify Prodats from and against all costs, claims, expenses and damages, whether direct or indirect, caused by the Customer of any of its obligations under this Agreement, including without limitation any unauthorised use of the Product.
- m. Prodats or any Data Originator shall be entitled at any time following the supply of any Product to audit the Customer's compliance with the provisions of these Terms, including without limitation compliance with the security and confidentiality obligations, the use of intellectual property rights and compliance with the ordering and payment procedures and the Customer shall give Prodats or the Data Originator all reasonable assistance in connection with such audit, including without limitation granting access to relevant personnel, books and records. In the event that such audit shall uncover any non-compliance with these Terms, Prodats reserves the rights to refuse to supply any further Product to the Customer and notwithstanding this, the Customer shall indemnify Prodats against any losses that it may have suffered or incurred as a result of the Customer's breach of its obligations.
- n. Unless otherwise stated in these Terms all notices from the Customer to Prodats shall be in writing and sent to the Prodats registered office. All notices from Prodats to the Customer shall be displayed on the website, or in the case of individual correspondence, sent to the last known address of the Customer, who shall be obliged to notify Prodats of its address details and any amendments thereto.
- o. A person who is not a party to any contract made pursuant to these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of such contract and Prodats shall not be liable to any such third party in respect of the Products, save that any Data Originator may enforce any of these terms and conditions against the Customer in accordance with the Contracts (Rights of Third Parties) Act 1999.

6. ANNEX: CONDITIONS OF USE

Only one paper copy may be made unless the Licensee has the appropriate licences and authorizations from the Data Originators. No print copies shall be taken of Map or Enquiry Transactions

A background watermark may be required (and the Licensee will be advised accordingly during the ordering process)

The correct copyright acknowledgement to the Data Originator must be shown in the following form : Drawing reference number1 Reproduced from Ordnance Survey Data © Crown Copyright (insert year) All Rights reserved.

A brief statement of the purpose of the publication must be shown.

Drawing reference number is eight characters in length, for example, 18000234 and can be drawn using DXF layer G8030575 or GML feature code 10213 as appropriate. Insert the year of supply of the Data.

The Data must not be published on its own without some additional text overlaid.

The Data may not be published in vector form.

The Data must be stored locally and securely encrypted.

No manipulation of the Data may be made by screen capture, plotting, storage or otherwise.

No onward transmission, transfer, sub-license, copy, use, marketing, distribution, merger, alteration or addition to, resale, assignment or otherwise shall be made of the Data unless the Licensee is appropriately authorized by the Data Originators.

No geo-referencing or viewing of individual grid references.

No extraction of the features from a single source unless an equal number of features of different provenance are extracted.