

## **Envirocheck<sup>®</sup> Report:**

### **Licence and Supplementary Information:**

#### **Order Details:**

**Order Number:**

29328806\_1\_1

**Customer Reference:**

sample

**National Grid Reference:**

440750,553260

**Site Area (Ha):**

500.

**Site Details:**

Site at 440751.96,553261.63

#### **Client Details:**

Mr T Holden

WYG

Hawkridge House

Chelston Business Park

Wellington

Somerset

TA21 8YA

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All data is supplied in British National Grid (datum OSGB1936).

Report Version v42.0

### Areas of Outstanding Natural Beauty

Designated under the National Parks and Access to the Countryside Act 1949. Areas of Outstanding Natural Beauty are landscapes of national conservation importance for their distinctive character and natural beauty. They are generally smaller than National Parks, and are owned by individuals e.g. farmers.

*No data found in the search area*

### National Nature Reserves

These reserves have been designated under the Wildlife and Countryside Act 1981 or the National Parks and Access to the Countryside Act 1949, Section 19, as areas of high national or international importance for nature conservation.

*No data found in the search area*

### Local Nature Reserves

These reserves are areas created by Local Authorities in conjunction with their appropriate national authority in the interest of conservation, amenity value and public enjoyment of the countryside.

| Short Name | Long Name         | Example          | Description                       |
|------------|-------------------|------------------|-----------------------------------|
| ID         | UNIQUE ID:        | 47107119         |                                   |
| Name       | Name:             | Tunstall Hills   | Name of reserve or area           |
| Multi_Area | Multiple Area:    | Y                | Area split into multiple features |
| Desig_Date | Designation Date: | 15th August 2003 | Designation Date                  |
| Total_Area | Total Area (m2):  | 409045.51        | Area                              |
| Source     | Source:           | Natural England  | Data source                       |

### Marine Nature Reserves

These reserves have been designated under the Wildlife and Countryside Act 1981 Sections 36 and 37 to conserve inter-tidal and shallow-sea ecosystems and coastal features.

*No data found in the search area*

### Sites of Special Scientific Interest

These Sites of Special Scientific Interest (SSSI) have been designated under the Wildlife and Countryside Act 1981 Section 28 to protect areas of important flora, fauna, geological and/or physiographical features.

| Short Name | Long Name            | Example                         | Description                               |
|------------|----------------------|---------------------------------|---|
| ID         | UNIQUE ID:           | 533308                          |   |
| Name       | Name:                | Tunstall Hills & Ryhope Cutting | Name of site or operator                  |
| Reference  | Reference:           | 1001148                         | Source reference code                     |
| Multi_Area | Multiple Areas:      | Y                               | Area split into multiple features         |
| Total_Area | Total Area (m2):     | 156170.97                       | Area                                      |
| Source     | Source:              | Natural England                 | Data source                               |
| Desig_Dets | Designation Details: | Geological Conservation Review  | Type or reason for designation            |
| Desig_Date | Designation Date:    | 1st April 1988                  | Designation Date                          |
| Date_Type  | Date Type:           | Notified                        | Status of designation at designation date |

### National Parks

Established under the National Parks and Access to the Countryside Act 1949. Their aim is to provide protection for the countryside and associated ways of life found within them.

*No data found in the search area*



#### Ramsar Sites

Under the Convention on Wetlands of International Importance especially as Waterfowl Habitat, the Government is committed to designate 'Wetlands of International Importance'.

| Short Name | Long Name         | Example           | Description                       |
|------------|-------------------|-------------------|-----------------------------------|
| ID         | UNIQUE ID:        | 12501317          |                                   |
| Reference  | Reference:        | UK11049           | Source reference code             |
| Name       | Name:             | Northumbria Coast | Name of reserve or area           |
| Multi_Area | Multiple Areas:   | Y                 | Area split into multiple features |
| Desig_Date | Designation Date: | Not Supplied      | Designation Date                  |
| Total_Area | Total Area (m2):  | 10598711.53       | Area                              |
| Source     | Source:           | Natural England   |                                   |

#### Special Areas of Conservation

Special Areas of Conservation are lands designated under the ECC Directive on the Conservation of Natural Habitats and Wild Fauna and Flora (92/43/EEC), commonly known as the Habitats and Species Directive.

| Short Name | Long Name         | Example         | Description                       |
|------------|-------------------|-----------------|-----------------------------------|
| ID         | UNIQUE ID:        | 14206862        |                                   |
| Reference  | Reference:        | UK0030140       | Source reference code             |
| Status     | Status:           | Candidate       | Status                            |
| Name       | Name:             | Durham Coast    | Name of reserve or area           |
| Multi_Area | Multiple Areas:   | Y               | Area split into multiple features |
| Desig_Date | Designation Date: | Not Supplied    | Designation Date                  |
| Total_Area | Total Area (m2):  | 3895377.48      | Area                              |
| Source     | Source:           | Natural England | Data source                       |

#### Special Protection Areas

Special Protection Areas are classified under Article 4 of the EC Directive on the Conservation of Wild Birds 1979, commonly known as the Wild Birds Directive.

| Short Name | Long Name         | Example           | Description                       |
|------------|-------------------|-------------------|-----------------------------------|
| ID         | UNIQUE ID:        | 14207678          |                                   |
| Reference  | Reference:        | UK9006131         | Source reference code             |
| Name       | Name:             | Northumbria Coast | Name of reserve or area           |
| Multi_Area | Multiple Areas:   | Y                 | Area split into multiple features |
| Desig_Date | Designation Date: | Not Supplied      | Designation Date                  |
| Total_Area | Total Area (m2):  | 10973758.45       | Area                              |
| Source     | Source:           | Natural England   | Data source                       |

**Country Parks**

This dataset is sourced from the Natural England, Scottish Natural Heritage (SNH) and the Countryside Council for Wales (CCW) and represents a full set of Country Parks in England, Scotland and Wales. Country Parks are public green spaces often at the edge of urban areas which provide open-air places to enjoy the outdoors and experience nature in an informal semi-rural park setting.

The Natural England data contains boundaries of English Country Parks, digitised against Ordnance Survey MasterMap (1:1250 scale) using source maps supplied by Local Authorities. There are over 400 Country Parks in England, although as at February 2009 the English dataset is only 75% complete.

There are 36 Scottish Country Parks and 33 Welsh Country Parks, these being digitised to a scale of approximately 1:10,000.

Country Parks are normally actively managed and have facilities such as car parks, toilets, paths, trails, visitor information and perhaps cafes or kiosks. Parks may also be supported by a Ranger Service to promote visitor enjoyment, organised events and understanding of their natural qualities. There is not necessarily public right of access, although most are publicly accessible; some charge entry others don't. Most are owned and managed by Local Authorities with support from the relevant Country's Natural Environment government body i.e. Natural England, SNH, or CCW.

Many Country Parks were designated during the 1970s. In England and Wales they were designated by the Countryside Commission, under the Countryside Act 1968. More recently Country Parks have been created under a less formal arrangement and with little or no specific financial support. Natural England and CCW are working with partners to encourage a renaissance and accreditation of parks which meet certain criteria.

In Scotland, Country Parks have been established by Local Authorities under Section 48 of the Countryside (Scotland) Act 1967. This Act gives local authorities power to assess and review the need for Country Parks in consultation with SNH.

*No data found in the search area*

### Ancient Woodland

This dataset defines areas of Ancient Woodland in England, Scotland and Wales and is sourced from Natural England, Scottish Natural Heritage and the Countryside Council for Wales. Ancient Woodland is a term used in the United Kingdom to refer specifically to woodland dating back to 1600 or before in England and Wales, or 1750 in Scotland. The inventories were started by the UK government's Nature Conservancy Council in the 1980s, and have been maintained by its successor organisations.

Ancient Woodland has been identified by determining their presence or absence from contemporary and historical maps, ground survey, and aerial photography. The inventories are under a constant system of review and are updated as new information is received, or as older data is matched to the Forestry Commission's more recent National Inventory of Woodland and Trees.

Within the English and Welsh inventories, only ancient woodland sites that were over 2 hectares on the 1920's base maps were initially included, although in a small number of cases e.g. the Weald and Mid-Sussex Woodland Surveys, areas have been remapped to include woodland areas under 2 hectares. In addition, some woodland areas on the inventory may now be smaller than 2 hectares due to subsequent clearing since 1920.

The English and Welsh inventories define ancient woodland as land that has had continuous woodland cover since at least 1600AD and may be Ancient Semi-Natural Woodland or Plantation on Ancient Woodland Sites.

Ancient Semi-Natural Woodland are sites that have retained the native tree and shrub cover that has not been planted, although it may have been managed by coppicing or felling and allowed to regenerate naturally. This woodland may well be more than 400 years old making it our only link to how British woodland would have been 1000 years ago.

Plantation on Ancient Woodland are sites where the original native tree cover has been felled and replaced by planting, usually with conifers and usually within the last century. During the 1950s many broadleaves were felled and conifers planted to meet the expected demand for fencing and the construction industry. There have been some very recent schemes to cut down these conifers and replace them with native species of tree and shrub in order to return the woodland to how it would have been 400 years ago.

The English and Welsh ancient woodland boundaries are digitised to OS MasterMap, however, the maps that they are based upon include the OS 1" First Edition maps, the OS 1:25 000 and the OS 1:50 000 maps. The boundaries cannot be taken as precise, especially where they are surrounded by woodland, and are only precisely comparable with other boundaries at the 1" map scale (1:63,360).

Like England and Wales the Scottish Inventory was begun by the Nature Conservancy Council in the 1980s, first published in 1987 and has been widely used for woodland management, local planning and strategic policy development. The decision to capture the boundaries digitally in Scotland was taken in 1994. Continuity of woodland cover (of at least 2 hectares on 1970 mapping) was determined by evidence from contemporary (OS 1970's 1:25,000 series) and historical maps (OS First Edition c.1850 and The Military Survey of Scotland - 'Roy maps' - c.1750). A more sophisticated classification was developed for woodlands in Scotland due to the nature of the available historical sources. Five categories were identified, and these determine whether the woodland is of semi-natural or plantation origin, and the longevity and continuity of this woodland.

Due to the age and scale of some of the historical Scottish maps, there are limitations to the quality of some of the boundaries, and some may appear shifted. There is also some uncertainty over the extent of woodland shown on the original Roy maps, which means the number and area of Scottish Ancient Woodlands is likely to have been underestimated.

| Short Name | Long Name              | Example                           | Description                   |
|------------|------------------------|-----------------------------------|-------------------------------|
| ID         | UNIQUE ID:             | 65917123                          |                               |
| Type       | Ancient Woodland Type: | Ancient and Semi-Natural Woodland | Classification of the feature |
| Name       | Name:                  | Ryhope Dene                       | Name of Woodland              |
| Total_Area | Total Area (m2):       | 93803.95                          | Area                          |
| Map_Scale  | Source Map Scale:      | 1:63,360                          | Scale of Source Mapping       |
| Map_Source | Map Source:            | Not Supplied                      | Original Source Map           |
| Reference  | Reference:             | 1101709                           | Source reference code         |

### Public Rights of Way and Other Public Access Routes

Public rights of way shown in this data set are derived from the 'Public Rights of Way' and 'Other Public Access' sections on Ordnance Survey Explorer Maps. This data set was derived in 2002 and will not include any updates made to the Ordnance Survey maps since that date.

Public rights of way shown on Ordnance Survey maps have been taken from local authority definitive maps and later amendments. Rights of way are liable to change and may not be clearly defined on the ground. Please check with the relevant local authority for the latest information. The representation on this map of any road, track or path is not evidence of the existence of a right of way.

Coverage is for England, Wales & Scotland. However, only 'Other Public Access' is shown on Scottish maps and 'Rights of Way' are not shown on maps of Scotland. The scale of the base mapping is 1:25,000.

| Short Name | Long Name           | Example                            | Description                   |
|------------|---------------------|------------------------------------|-------------------------------|
| ID         | UNIQUE ID:          | 25846131                           |                               |
| ROW_type   | Rights of Way type: | Public Rights of Way               | Classification of the feature |
| Path_type  | Footpath Type:      | Road used as a public path         | Footpath type                 |
| Map_code   | Explorer Map Code:  | Durham & Sunderland (Explorer 308) | Explorer Map Number           |
| ROW_date   | Rights of Way date: | 1st June 2000                      | Right Of Way Date             |
| Route_code | Route Quality Code: | Route shown clearly on the map     | Quality of displayed route    |

### Listed Buildings

This data set includes point features for Listed Buildings within England, as supplied by English Heritage. The supplied data includes approximately 365,000 point features and 10,000 polygon features.

The word 'listing' is a short-hand term used to describe one of a number of legal procedures which help English Heritage to protect the best of architectural heritage. When buildings are confirmed to be listed they are placed on statutory list of buildings of 'special architectural or historic interest' compiled by the Secretary of State for Culture, Media and Sport under the Planning (Listed Buildings and Conservation Areas) Act 1990, on advice from English Heritage. It is worth noting that structures that might not be first thought of as buildings, such as railings, gates, war memorials and post boxes can also appear on the system.

| Short Name | Long Name         | Example  | Description                   |
|------------|-------------------|--|-------------------------------|
| ID         | UNIQUE ID:        | 47602140   |                               |
| Type       | Type:             | Grade II Listed Building                           | Classification of the feature |
| Name       | Name:             | Grange Crescent (Terrace) With Steps And Handrails | Name                          |
| Location   | Location:         | 1-15Stockton Road                                  | Location of feature           |
| Reg_Date   | Registered Date:  | 10th November 1978                                 | Registration date             |
| Map_Scale  | Source Map Scale: | 1:2,500  | Scale of Source Mapping       |
| Reference  | Reference:        | 391596   | Source reference code         |

### World Heritage Sites

World Heritage Sites are places of international importance for the conservation of mankind's heritage. There are 878 sites worldwide.

English Heritage supplies their interpretation of the 17 UNESCO World Heritage Site boundaries within England. Historic Scotland supplies 5 Scottish World Heritage Sites.

This data has been captured against the current OS digital products (captured from 10k base mapping and mostly 10k source mapping, although 2 records captured at 1:2500 scale) using the original UNESCO paper maps.

The English data distinguishes the core areas of the site, from the buffer zones surrounding the heritage site.

To become a World Heritage Site, sites have to be nominated by governments to the World Heritage Committee, an intergovernmental body set up under the terms of the Convention. The Committee decides following an assessment by specialist international bodies, ICOMOS for cultural sites and IUCN for natural sites. In the UK, the government has a list of sites which it will consider for nomination in future years.

The protection of a World Heritage Site is the responsibility of national governments, working with the local authorities and stakeholders. To ensure that all World Heritage Sites are managed in a sustainable way, Management Plans are recommended by UNESCO. Such Plans help ensure the preservation of the site by establishing a framework for decision making. In addition, governments must report to UNESCO every six years on the state of conservation of World Heritage Sites in their territory.

*No data found in the search area*

### Scheduled Monuments

Scheduled Monuments are nationally important archaeological sites protected under the UK's current Ancient Monuments and Archaeological Areas Act 1979.

The Scheduled Monument areas of England have been supplied by English Heritage. These records were derived from the Old County datasets (OCN), and the Monuments Protection Programme (MPP). The schedule currently has an approx. 22,000 entries, however English Heritage estimate that eventually there will be around 30,000 scheduled sites.

The Scheduled Monument areas of Scotland have been downloaded from the Historic Scotland website.

Scheduling refers to the legal system for protecting nationally important archaeological sites in England. A schedule has been kept since 1882 of monuments whose preservation is given priority over other land uses. The current legislation, the Ancient Monuments and Archaeological Areas Act 1979, supports a formal system of Scheduled Monument Consent for any work to a designated monument.

Scheduling is the only legal protection specifically for archaeological sites, and protects against disturbance (deliberate or otherwise) or unlicensed metal detecting and the removal of objects from on-site. In all cases, the digital outlines of the scheduled areas in this data set are an interpretation of scans from paper maps derived from the original legal documents and should be seen as indicative only. This resource is designed for information purposes only. The boundaries indicated, whether digitally or in hardcopy, have no legal status and none should be inferred.

| Short Name | Long Name         | Example                | Description                |
|------------|-------------------|------------------------|----------------------------|
| ID         | UNIQUE ID:        | 65888614               |                            |
| Name       | Name:             | Ryhope Pumping Engines | Name of Scheduled Monument |
| Total_Area | Total Area (m2):  | 7194.41                | Area                       |
| Sched_date | Scheduled Date:   | Not Supplied           | Original Scheduled Date    |
| Resch_date | Rescheduled Date: | Not Supplied           | Last Scheduled Date        |
| Reference  | Reference:        | TW32                   | Source reference code      |
| Map_Scale  | Source Map Scale: | 1:10,000               | Scale of Source Mapping    |

### Historic Parks Gardens and Designed Landscapes

This dataset represents the captured boundaries of Historic Parks, Gardens and Designed Landscapes. The Natural England dataset of Historic Parks and Gardens (including other designed landscapes such as town squares), and the Historic Scotland dataset of Historic Gardens and Designed Landscapes (including parks) provide coverage for England and Scotland.

The English register currently contains approximately 1,600 sites, whilst the Scottish inventory has approximately 390 sites on the continually growing list.

This data has been captured against the current OS digital mapping products, mostly at the 1:10,000 base and source mapping scale. Polygons represent the area extent of the parks, gardens or designed landscapes, albeit they are purely indicative and designed for information purposes only (the supplied boundaries hold no legal status themselves).

In order to recognise the existence of those sites which are of particular historic importance, English Heritage is enabled by Section 8C of the Historic Buildings and Ancient Monuments Act 1953 to compile the Register of Parks and Gardens of special historic interest in England. To qualify for being registered as a historic park or garden, the site must be over 30 years old and will be deemed of to be of national recognition dependant upon its main layout and features, its rarity as an example of historic landscape design and the quality of the landscaping.

Likewise, significant historic gardens and designed landscapes in Scotland are identified by Scottish Natural Heritage and Historic Scotland and placed on an inventory for their natural heritage and cultural importance. Inclusion in the Inventory confers a measure of statutory planning control in relation to the sites concerned and their setting through the Town and Country Planning (General Development Procedure) (Scotland) Order 1992 (GDPO) and SDD Circular No 6/1992. Historic Scotland focuses on safeguarding this invaluable resource, from threats such as inappropriate development including road building, new industry or housing. Historic Scotland advise that inclusion of a site in the Inventory does not necessarily mean that there are established, formal, access arrangements. Members of the public are advised to seek permission from the owner and/or occupier in the normal way.

*No data found in the search area*

### Historic Battlefields

The English Heritage Register of Historic Battlefields identifies 43 important English Battlefields, from 69 sites currently researched for selection. The purpose of the register is to offer them protection and to promote a better understanding of their significance. To satisfy selection onto the register three criteria have been used: Political significance of the engagement, Military historical significance, and Biographical significance.







This data has been captured and validated against the current OS digital products and at 1:10,000 scale base and source mapping.

*No data found in the search area*



| Land Use Constraints Data   | Version        | Update Cycle |
|---|----------------|--------------|
| <b>Areas of Outstanding Natural Beauty</b><br>Natural England   | June 2009      | Bi-Annually  |
| <b>National Nature Reserves</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>Local Nature Reserves</b><br>Natural England   | June 2009      | Bi-Annually  |
| <b>Marine Nature Reserves</b><br>Natural England  | September 2009 | Bi-Annually  |
| <b>Sites of Special Scientific Interest</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>National Parks</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>Ramsar Sites</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>Special Areas of Conservation</b><br>Natural England   | June 2009      | Bi-Annually  |
| <b>Special Protection Areas</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>Country Parks</b><br>Natural England   | June 2009      | Bi-Annually  |
| <b>Ancient Woodland</b><br>Natural England  | June 2009      | Bi-Annually  |
| <b>Public Rights of Way and Other Public Access Routes</b><br>Ordnance Survey                               | February 2002  | As notified  |
| <b>Listed Buildings</b><br>English Heritage - National Monument Record Centre                               | May 2009       | Bi-Annually  |
| <b>World Heritage Sites</b><br>English Heritage - National Monument Record Centre                           | September 2009 | Bi-Annually  |
| <b>Scheduled Monuments</b><br>English Heritage - National Monument Record Centre                            | May 2009       | Bi-Annually  |
| <b>Historic Parks Gardens and Designed Landscapes</b><br>English Heritage - National Monument Record Centre | May 2009       | Bi-Annually  |
| <b>Historic Battlefields</b><br>English Heritage - National Monument Record Centre                          | September 2009 | Bi-Annually  |

A selection of organisations who provide data within this report

| Data Supplier                 | Data Supplier Logo  |
|-------------------------------|---|
| Ordnance Survey               | <br>Licensed Partner   |
| Environment Agency            |    |
| British Geological Survey     | <br><b>British Geological Survey</b><br>NATURAL ENVIRONMENT RESEARCH COUNCIL |
| Countryside Council for Wales | <br>CYNGOR CEFN GWLAD CYMRU<br>COUNTRYSIDE COUNCIL FOR WALES                  |
| Scottish Natural Heritage     |    |
| Natural England               |    |

| Contact | Name and Address  | Contact Details   |
|---------|---|---|
| 1       | <b>Landmark Information Group Limited</b><br>5 - 7 Abbey Court, Eagle Way, Sowton, Exeter, Devon, EX2 7HY | Telephone: 01392 441761<br>Fax: 01392 441709<br>Email: <a href="mailto:cssupport@landmarkinfo.co.uk">cssupport@landmarkinfo.co.uk</a><br>Website: <a href="http://www.landmarkinfo.co.uk">www.landmarkinfo.co.uk</a>              |
| 2       | <b>Natural England</b><br>Northminster House, Northminster Road, Peterborough, Cambridgeshire, PE1 1UA    | Telephone: 0845 600 3078<br>Fax: 01733 455103<br>Email: <a href="mailto:enquiries@naturalengland.org.uk">enquiries@naturalengland.org.uk</a><br>Website: <a href="http://www.naturalengland.org.uk">www.naturalengland.org.uk</a> |
| 3       | <b>Landmark Information Group Limited</b><br>The Smith Centre, Henley on Thames, Oxfordshire, RG9 6AB     | Telephone: 0844 844 9960<br>Fax: 0844 844 9951<br>Email: <a href="mailto:customerservice@promap.co.uk">customerservice@promap.co.uk</a><br>Website: <a href="http://www.landmarkinfo.co.uk">www.landmarkinfo.co.uk</a>            |
| 4       | <b>Ordnance Survey</b><br>Romsey Road, Southampton, Hampshire, SO16 4GU                                   | Telephone: 023 8079 2000<br>Fax: 023 8079 2404<br>Email: <a href="mailto:enquires@ordsvy.gov.uk">enquires@ordsvy.gov.uk</a><br>Website: <a href="http://www.ordnancesurvey.gov.uk">www.ordnancesurvey.gov.uk</a>                  |

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  - iii. any person who provides funding secured on the whole of the Property Site,
  - iv. any person for whom You act in a professional or commercial capacity,
  - v. any person who acts for You in a professional or commercial capacity; and
  - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Landmark shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark:-

- i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
  - ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
  - iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
  - iv. create any product which is derived directly or indirectly from the data contained in the Services
- f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
  - g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

## 4. Charges

- a. VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.
- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

## 5. Termination

- a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-
  - i. You fail to make any payment due in accordance with clause 4;
  - ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
  - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
- b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.
- c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

## 6. Liability

- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.o below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark.
- e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.
- f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
  - i. Subject to clause 6.o below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
  - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

- for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- iv. Subject to clause 6.o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
  - v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
  - vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
  - vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
  - viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
  - ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
  - h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
  - i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.  
If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6.o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
  - j. In any event no person may rely on a Service more than 12 months after its original date.
  - k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
  - l. Time shall not be of the essence with respect to the provision of the Services.
  - m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
  - n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
  - o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.

## 7. Contribution

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

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

Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.

Any condition which is caused by acts of War or an Act of Terrorism.

Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.

Any fines liquidated damages punitive or exemplary damages.

Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.

Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.

Any losses incurred following a material change in use of, alteration or development of the Property Site.

- d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
- f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
- i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.

## 8. Events Beyond Our Control

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

## 9. Severability

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

## 10. Governing Law

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

## 11. General; Complaints

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