Total Car Parks Ltd
Suite 255, COMMUNICATIONS HOUSE ,
9 ST. JOHNS STREET,
COLCHESTER , CO2 7NN

GroundSure Reference:	GS-637740
Client Reference:	Oxford Road
Report Date:	Mar 4, 2013
Report Delivery Method:	**xml**
Client Email:	mel@totalcarparks.co.uk

GroundSure Floodview

Address: Former Broadcasting House Oxford Road Manchester, M60 7HB

Dear Sir/Madam,

Thank you for placing your order with GroundSure. Please find enclosed the GroundSure Floodview report as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

Managing Director
Groundsure Limited

Enc.
GroundSure Floodview

GroundSure Floodview

Address: Former Broadcasting House Oxford Road Manchester, M60 7HB

Date: Mar 4, 2013

Client Reference: Oxford Road

Client: Total Car Parks Ltd



Report Reference: GS-637740

Aerial Photograph of Study Site

NW ▲ N NE



◄W E►

SW ▼ S SE

Aerial photography supplied by Getmapping PLC.
© Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: Former Broadcasting House Oxford Road Manchester, M60 7HB

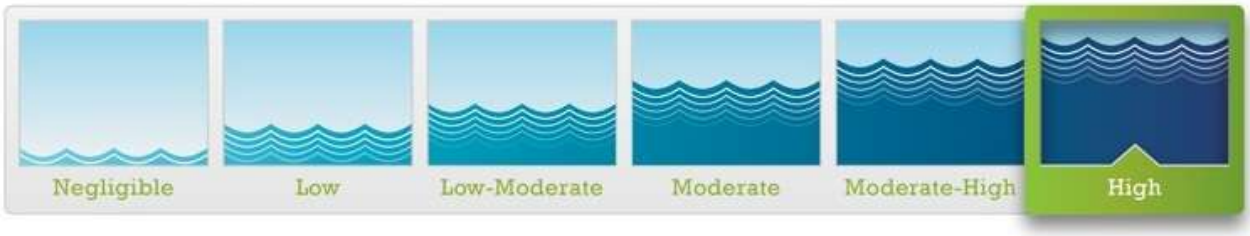
Grid Reference: 384256,397423

Size of Site: 2.16 ha

If you would like any further assistance regarding this report then please contact GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

Executive Summary: Flood Risk

The following opinion is provided by GroundSure on the basis of the information available at the time of writing and contained within this report.



Is insurance cover for flooding likely to be available for the property based upon Environment Agency NaFRA data?	May not be available
What is the highest NaFRA risk rating for the property?	Significant
What is the highest Environment Agency Flood Zone risk at the property?	Low - Moderate
What is the risk of flooding from pluvial/surface water sources?	Significant
If the site were to be redeveloped, would a PPS25 compliant Flood Risk Assessment be required?	Yes

Recommendations

It is recommended that several insurers are contacted to confirm the availability of reasonably priced insurance for the property.

The purchaser may wish to make specific enquiries of the vendor regarding the history of flooding at the property.

National Flood Risk Assessment (NaFRA)

NaFRA data is based on a 50m grid system, with the flood rating at the centre of the grid calculated. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea. NaFRA data for the study site indicates the property, or part of it, has a significant (1 in 75 or greater) chance of flooding in any given year.

If you would like any further assistance regarding this report then please contact GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

Based upon this information insurance covering flooding may not be obtainable. It is recommended that quotes are obtained from several insurance companies. Furthermore, it is recommended that a purchaser consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association

A more detailed flood risk assessment may further quantify the risk of flooding at the site as well as examining the history of flooding at the site, reviewing the standard of protection afforded to the site and providing a quote for a Full Flood Risk Assessment to meet the requirements of PPS 25, if required. GroundSure Flooding Desktop Reports are available from £500 + VAT. Please contact GroundSure for further details.

Environment Agency Flood Zones

The site has been identified to lie within Flood Zone 2 as designated by the Environment Agency, indicating the site has a predicted chance of flooding of between 0.1% and 1.0% from fluvial sources, or between 0.1% and 0.5% from coastal sources in any given year.

It is recommended that a purchaser consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association.

A more detailed flood risk assessment may further quantify the risk of flooding at the site as well as examining the history of flooding at the site, reviewing the standard of protection afforded to the site and providing a quote for a a Full Flood Risk Assessment to meet the requirements of PPS 25, if required. GroundSure Flooding Desktop Reports are available from £500 + VAT. Please contact GroundSure for further details.

Groundwater Flooding

The BGS have identified a high or very high groundwater flooding susceptibility in the area. This means that given the geological conditions in the vicinity groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Development Guidance

If the site is to be developed, a detailed Flood Risk Assessment will be required. 'Highly Vulnerable' developments, as defined within PPS25, may require an Exemption Test to be passed before the development is permitted within a Zone 2 floodplain. 'Highly Vulnerable' development includes, but is not limited to, basement dwellings, mobile homes intended for permanent residential use and installations requiring hazardous substances consent. A GroundSure Flooding Desktop Report would assist in clarifying the flood risk to the property and assessing the potential for development at the site in relation to flood risk. GroundSure Flooding Desktop Reports are available from £500 + VAT. Please contact GroundSure for further details.

JBA Surface Water (Pluvial) Flooding

As the site lies within an area considered to be at significant risk of surface water flooding (with the property predicted to flood in a 1 in 75 year rainfall event), it is recommended that a purchaser obtains a more detailed flood risk assessment. Some insurers may choose to not provide insurance cover for properties with a significant risk of surface water flooding. The detailed flood risk assessment will further quantify the risk of flooding at the site as well as examining the history of flooding at the site, reviewing the standard of protection afforded to the site and providing a quote for a Full Flood Risk Assessment to meet the requirements of PPS 25, if required. A GroundSure Flooding Desktop Report is available from GroundSure from £500 + VAT. Please contact GroundSure for further details.

Alternatively, a purchaser may wish to consider reducing the impact of flooding at the property by installing flood protection measures at the site. Such measures may help reduce the effects of flooding at the property if flood defences are absent or are breached, and may assist in obtaining insurance for the site. Further information on flood protection measures may be obtained from the National Flood Forum or the Flood Protection Association.

Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the site has never flooded, only that the Environment Agency hold no record of any flooding at the site.

Additional Matters

Riparian ownership	If your land abuts a river, stream or ditch, you may have responsibility to maintain this watercourse, even if Title Deeds show the property boundary to be adjacent to the watercourse. This includes the responsibility for clearing debris and obstructions which may impede the free passage of water and fish, and also includes the responsibilities to accept flood flows through your land, even if these are caused by inadequate capacity downstream. There is no duty in common law for a landowner to improve the drainage capacity of a watercourse. Please contact GroundSure if you need further advice on riparian ownership issues relating to this property.
Sewerage Flooding	Extreme rainfall events may overwhelm sewerage systems and cause local flooding. The water and sewerage companies within the UK are required to maintain 'DG5 – At Risk Registers' which record properties that have flooded from sewers and/or are considered to be at risk of flooding from sewers in the future. If your property is on the 'At Risk' Register, this may be recorded within a standard CON29 Drainage and Water search.

Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed.

Report Section	
1. Environment Agency Flood Zones	
1.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site?	Yes
1.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	Yes
1.3 Are there any Flood Defences within 250m of the study site?	No
1.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
1.5 Are there any areas used for Flood Storage within 250m of the study site?	No
2. National Flood Risk Assessment (NaFRA)	
2.1 What is the National Flood Risk Assessment (NaFRA) Flood Rating for the study site?	Significant
3. Historic Flood Events	
3.1 Has the site been subject to past flooding as recorded by the Environment Agency?	No
4. Surface Water Floods	
4.1 Is the site or any area within 50m at risk of Surface Water (Pluvial) Flooding?	Yes
5. Groundwater Flooding	
5.1 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Very High
5.2 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderate
6. BGS Geological Indicators of historic flooding	
6.1 Are there any geological indicators of historic flooding within 250m of the study site?	No
7. JBA Reservoir failure	
7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?	No

If you would like any further assistance regarding this report then please contact GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

Using this Report

The following report is designed by Environmental Consultants for commercial property transactionsbringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client.

Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.

Flood Risk Framework

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by GroundSure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. GroundSure's overall flood risk assessment takes account of the cumulative risk as assessed within the Environment Agency's NaFRA and Flood Zone datasets, Historic Flood Events and surface water (pluvial) flooding.

This report provides an overall risk ranking of flooding potential at the site as well as answering the following key questions:

Is insurance likely to be available for the property?

This opinion is based solely on the very latest Environment Agency National Flood Risk Assessment (NaFRA 2008) data. Most insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. At present surface water flooding is not considered by the majority of the insurance industry. This may change in the future, however at present this is excluded from our assessment. Where a significant risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Moderate risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Moderate and Significant risk areas are advised to sign up to the Environment Agency's Floodline Warning scheme. The probability estimates for NaFRA risk bands are as follows:

- Negligible – the chance of flooding from rivers or the sea is considered to be less than 0.1% (1 in 1000)
- Low – the chance of flooding from rivers or the sea is greater than 0.1% (1 in 1000) but less than 0.5% (1 in 200)
- Moderate - the chance of flooding from rivers or the sea is greater than 0.5% (1 in 200) but less than 1.3% (1 in 75)
- Significant – the chance of flooding from rivers or the sea is greater than 1.3% (1 in 75)

What is the Environment Agency NaFRA risk rating for the property?

This rating is based upon the highest NaFRA risk band to be found within the site boundary. See above for an explanation of NaFRA risk banding.

What is the highest Environment Agency Flood Zone risk at the site?

The Environment Agency estimates the annual probability of flooding from rivers and the sea as:-

- Zone 1 – little or no risk with an annual probability of flooding from rivers and the sea of less than 0.1%.
- Zone 2 – low to medium risk with an annual probability of flooding of 0.1-1.0% from rivers and 0.1-0.5% from the sea.
- Zone 3 (or Zone 3a) – high risk with an annual probability of flooding of 1.0% or greater from rivers, and 0.5% or greater from the sea.
- Zone 3b – very high risk with the site being used as part of the functional flood plain or as a Flood Storage Area.

Where the property is in an area benefiting from flood defences these may be taken into account within the flood risk assessment provided. However it should be noted that flood defences do not entirely remove the risk of flooding, as they can fail or overtop. Owners of properties within Zone 2 and Zone 3 are advised to sign up to the Environment Agency's Floodline Warning scheme.

What is the risk of flooding from pluvial/surface water sources?

JBA Consulting surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 75 year, 1 in 200 year and 1 in 1000 year rainfall events. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

The model provides the maximum depth of flooding in each 5m "cell" of topographical mapping coverage. The maps include 5 bands indicating areas of increasing natural vulnerability to surface water flooding. These are:-

- 0.1m or greater in a 1 in 1,000 year rainfall event - Low
- Between 0.1m and 0.3m in a 1 in 200 year rainfall event – Low to Moderate
- Between 0.3m and 1.0m in a 1 in 200 year rainfall event - Moderate
- Greater than 1.0m in a 1 in 200 year rainfall event – High
- Greater than 0.1m in a 1 in 75 year rainfall event - Significant

If the site is to be redeveloped, will a Flood Risk Assessment be required under PPS25?

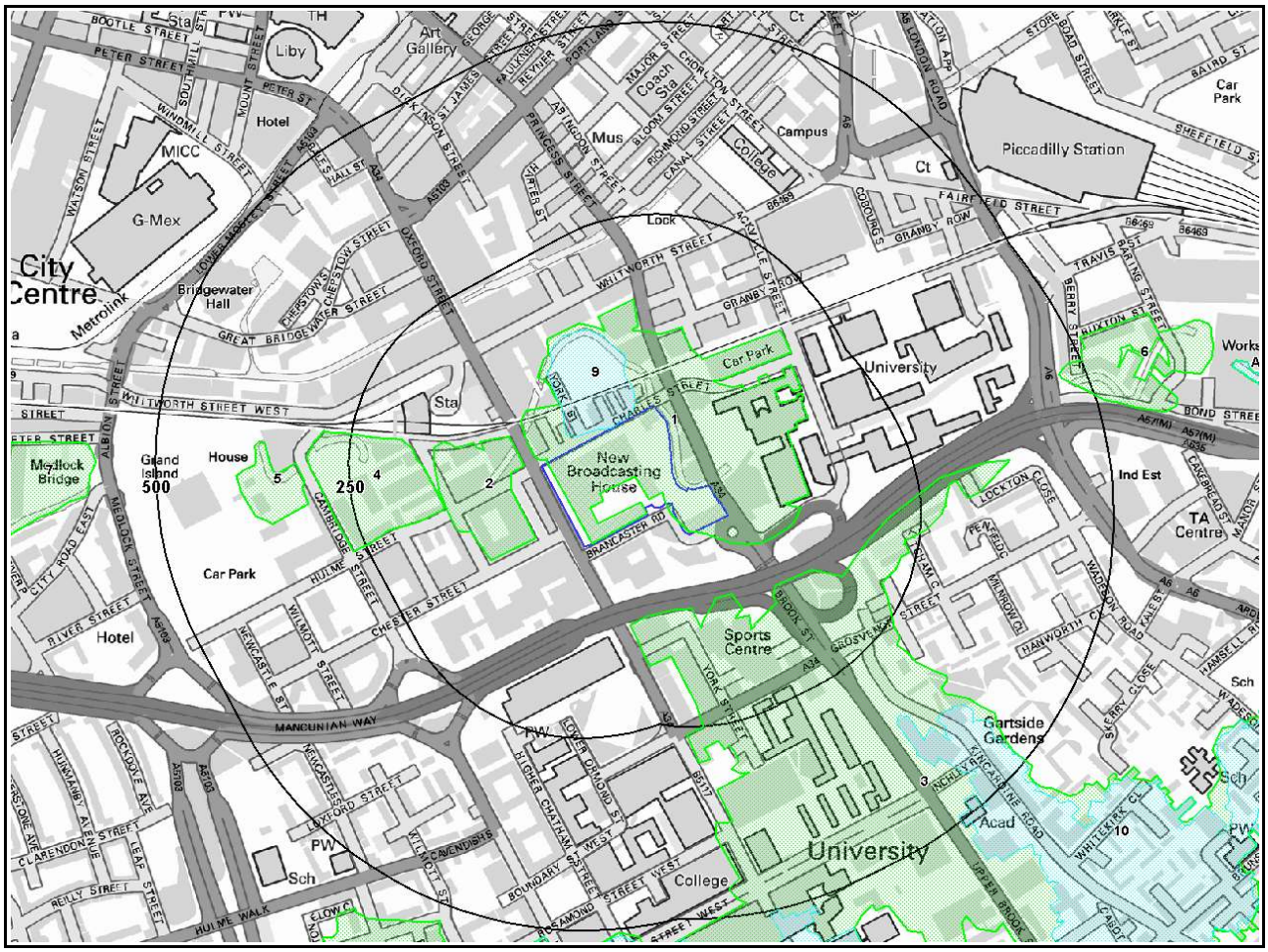
Planning Policy Statement 25: Development and Flood Risk identifies the need for Flood Risk Assessments to be carried out for developments within Flood Zones. Furthermore, any development proposals comprising one hectare or above will require a brief Flood Risk Assessment, partly due to their potential to increase flood risk elsewhere through the addition of hard surfaces and the effect of new development on surface water run-off.

The Recommendations will also highlight whether the site has been subject to an historic flood event as recorded by the Environment Agency. Furthermore, the recommendations will indicate whether the site is considered to lie within an area which may be susceptible to groundwater flooding. However, information regarding groundwater flooding susceptibility is not used to calculate the overall flood risk to the property due to the limitations of the database. Additionally, the flood risk assessment does not take account of flooding from sources such as burst water mains, blocked sewers or appliance failure.

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

1. River and Coastal Flood Map

NW N NE



W E

SW S SE

River and Coastal Flood Legend

Enabled by Ordnance Survey

Crown Copyright. All Rights Reserved
Licence Number: 100035207

Site Outline

250
500
Search Buffers (m)

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

1. Environment Agency Flood Zones

1.1 River and Coastal Zone 2 Flooding

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain? **Yes**

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. Any relevant data is represented on Map 1 – River and Coastal Flooding:

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
1	0.0	On Site	30-Nov-2012	Zone 2 - (Fluvial Models)
2	23.0	W	30-Nov-2012	Zone 2 - (Fluvial Models)
3	89.0	SE	30-Nov-2012	Zone 2 - (Fluvial Models)
4	137.0	W	30-Nov-2012	Zone 2 - (Fluvial Models)

1.2 River and Coastal Zone 3 Flooding

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain? **Yes**

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. Any relevant data is represented on Map 1 – River and Coastal Flooding.

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
9	1.0	NW	30-Nov-2012	Zone 3 - (Fluvial Models)

1.3 River and Coastal Flood Defences

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

Only flood defences constructed within the last five years to Environment Agency standards are likely to be shown within this dataset. Any relevant data is represented on Map 1 – River and Coastal Flooding.

1.4 Areas benefiting from Flood Defences

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

Any relevant data is represented on Map 1 – River and Coastal Flooding.

1.5 Areas used for Flood Storage

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

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. *Planning Policy Statement (PPS) 25: Development and Flood Risk* states that only water-

compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on Map 1 – River and Coastal Flooding.

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

2. NaFRA 2008 Flooding Map

NW N NE



W E

SW S SE

NaFRA 2008 Flood Legend

Enabled by Ordnance Survey

Crown Copyright. All Rights Reserved
Licence Number: 100035207

Site Outline

125
250
Search Buffers (m)

No Result

Low

Moderate

Significant

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

2.1 National Flood Risk Assessment (NaFRA 2008) Flood Rating (River and Coastal)

What is the highest risk of flooding onsite? **Significant**

The Environment Agency NaFRA database provides an indication of flood river and coastal risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

Most insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a significant risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Moderate risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Moderate and Significant risk areas, as well as areas yet to receive a full assessment are advised to sign up to the Environment Agency's Floodline Warning scheme.

NaFRA data for the study site indicates the property has a significant (1 in 75 or greater) chance of flooding in any given year.

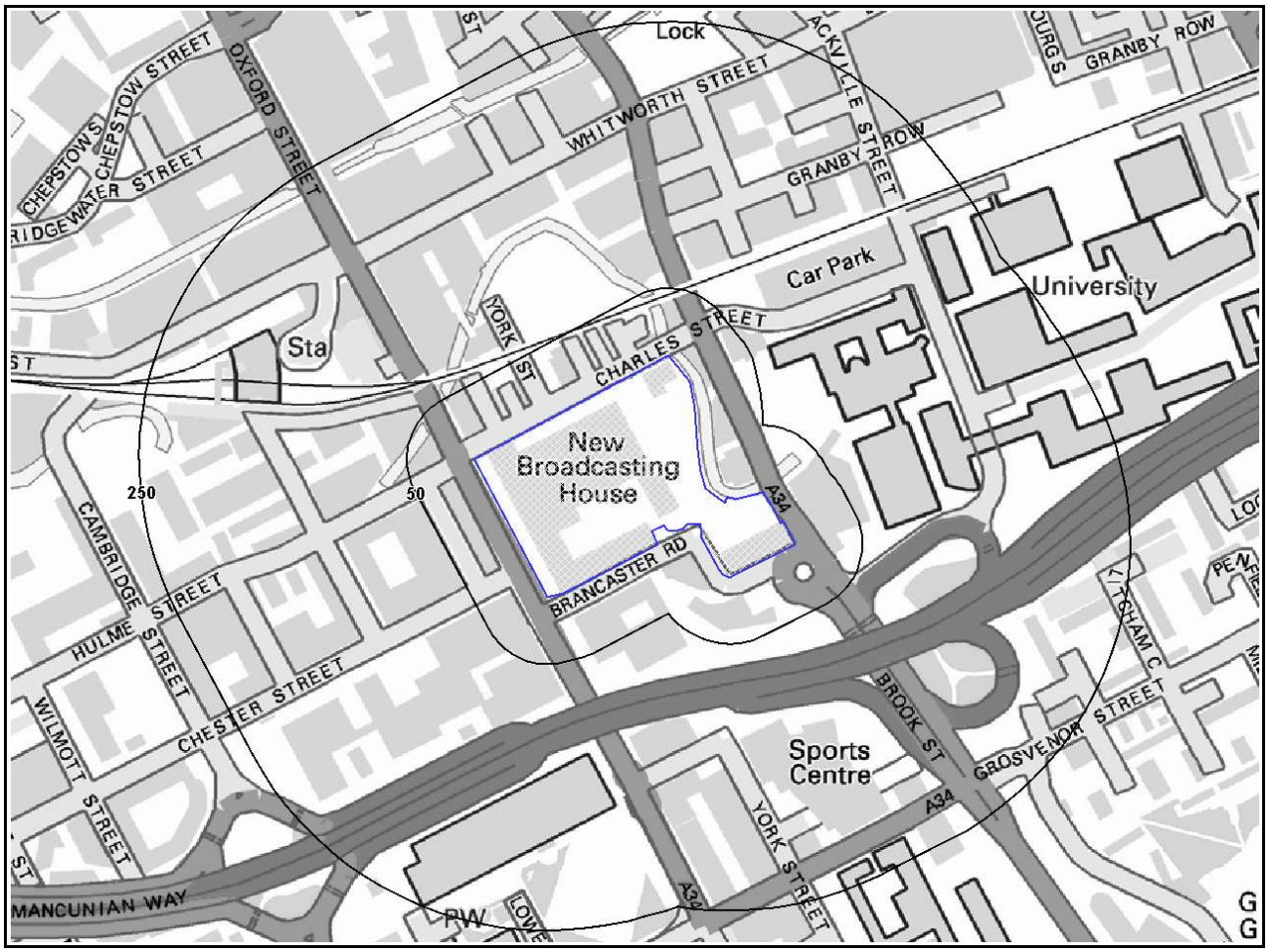
Any relevant data within 250m is represented on Map 2– NaFRA Flooding:

Any data found within 50m of the site boundary is detailed below:

ID	Distance [m]	Direction	NaFRA flood Risk
1	0.0	On Site	Significant
2	0.0	On Site	Moderate
3	0.0	On Site	Moderate
4	0.0	On Site	Low
5	0.0	On Site	Low
6	1.0	N	Moderate
7	7.0	N	Moderate
8	23.0	W	Moderate
9	38.0	NW	Significant
10A	42.0	NW	Significant
11	44.0	NW	Moderate
12A	50.0	NW	Moderate

3. Historic Flooding Events

NW N NE



W E

SW S SE

Historic Flooding Legend

Enabled by Ordnance Survey

Crown Copyright. All Rights Reserved
Licence Number: 100035207

Site Outline

125
250
Search Buffers (m)

Historic Flood Events

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

3.1 Historic Flood Outlines

Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency? No

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

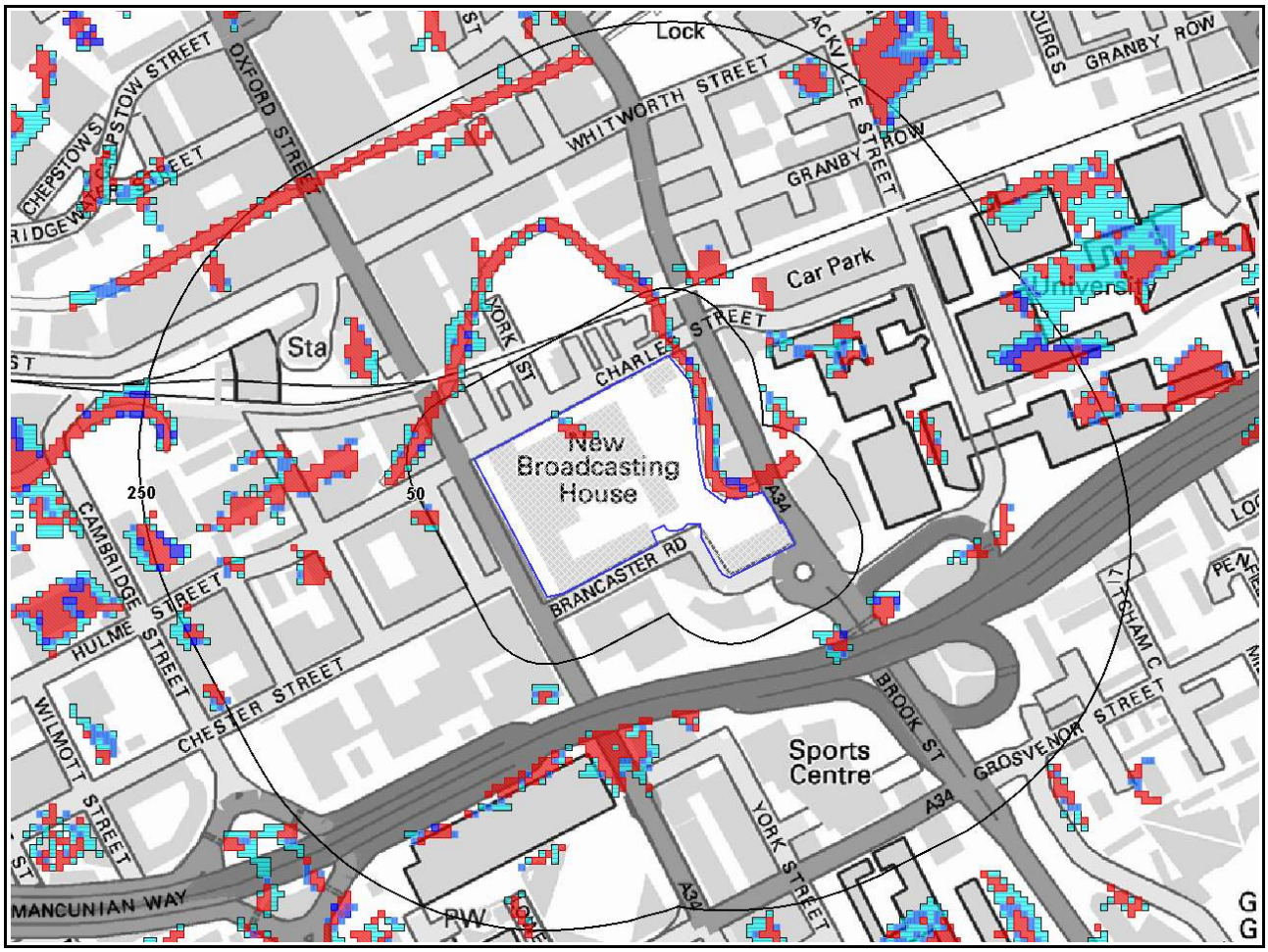
Any records found within the search radius are displayed on Map 3 – Historic Flooding Events.

Historic flooding events: Database searched and no data found.

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

4. JBA Surface Water (Pluvial) Flood Map

NW N NE



◄W E►

SW S SE

Surface Water (Pluvial) Flood Legend

Enabled by Ordnance Survey

Crown Copyright. All Rights Reserved
Licence Number: 100035207

The data is provided by JBA Risk Management Limited, © Jeremy Benn Associates Limited and JBA Risk Management Limited 2008, 2009, 2010, 2011.

Site Outline

125
250
Search Buffers (m)

Significant
High
Moderate
Low to Moderate
Low

If you would like any further assistance regarding this report then please contact GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

4.1 JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the study site? **Significant**

Guidance: The site or an area in close proximity has been assessed to be at Significant Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 75 year rainfall event to a depth of greater than 0.1m.

This data is provided by JBA Consulting, © Jeremy Benn Associates Limited 2008/2009

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

Distance	Direction	Risk
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low
0.0	On Site	Low to Moderate
0.0	On Site	Low to Moderate
0.0	On Site	Significant
0.0	On Site	Significant
1.0	NE	Significant
2.0	N	Significant
3.0	N	Low
3.0	NE	Significant
4.0	N	Moderate
6.0	NE	Moderate
7.0	NE	Low
8.0	E	Low to Moderate
8.0	N	Significant
9.0	N	Low
9.0	E	Low to Moderate
10.0	E	Low
10.0	N	Moderate
11.0	E	Low to Moderate
12.0	E	Low
12.0	E	Low
13.0	N	Low to Moderate
13.0	N	Significant
18.0	N	Low
34.0	W	Low
36.0	NW	Significant
37.0	W	Low
37.0	W	Moderate
38.0	N	Low
42.0	W	Low
42.0	SW	Significant
43.0	N	Significant
44.0	N	Low to Moderate
44.0	SW	Low to Moderate
45.0	W	Low to Moderate
46.0	NW	Low
47.0	SW	Low
47.0	W	Low
48.0	NW	Low
48.0	W	Low
50.0	E	Low

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

5. Groundwater Flooding

5.1 Groundwater Flooding Susceptibility Areas

Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site? **Yes**

What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions? **Very High**

Where very high susceptibility is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

5.2 Groundwater Flooding Confidence Areas

What is the British Geological Survey confidence rating in this result? **Moderate**

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The **confidence rating** is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

6. Geological Indicators of Flooding

6.1 Are there any geological indicators of flooding within 250m of the study site? **No**

This dataset identifies the presence of superficial geological deposits which indicate that the site may be, or have been in the past, vulnerable to inland and/or coastal flooding. This assessment does not take account of any man-made factors such as flood protection schemes, and the data behind the report are purely geological.

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

7. JBA Reservoir Failure Impact Modelling

7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure? **No**

JBA consulting have modelled the flooding impact from 1,700 reservoirs in England and Wales, should there be a catastrophic failure of a reservoir wall or embankment.

Guidance: None required

This data is provided by JBA Consulting, © Jeremy Benn Associates Limited 2008/2009

If you would like any further assistance regarding this report then please contact
GroundSure on (T) 08444 159 000, [F] 01273 763569, email: info@4c.groundsure.com

8. Contacts

GroundSure Helpline
Telephone: 08444 159 000
info@4c.groundsure.com

British Geological Survey (England & Wales)
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

Environment Agency
Floodline tel: 0845 988 1188
General enquiry tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

JBA Consulting
South Barn,
Broughton Hall,
Skipton
BD23 3AE
01756 799919

Ordnance Survey
Romsey Road
Southampton SO16 4GU
Tel: 08456 050505

Local Authority
Authority: Manchester City Council
Phone: 0161 234 5000
Web: www.manchester.gov.uk
Address: Town Hall, Albert Square, Manchester, M60 2LA

Get Mapping PLC
Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW
Tel: 01252 845444

CoPSO
29 Harley Street, London W1G 9QR
Tel: 020 7927 6836
(www.copso.org.uk)

Acknowledgements

Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028].

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

Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by GroundSure Ltd, Lees House, 21 Dyke Road, Brighton, BN1 3FE. Tel: 08444 159 000. Email: info@4C.groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.
The Search Code:

·provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom

·sets out minimum standards which firms compiling and selling search reports have to meet

·promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals

·enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

·display the Search 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 products and services comply with industry registration rules and standards and relevant laws

·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
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

·Acknowledge it within 5 working days of receipt.
·Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
·Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
·Provide a final response, in writing, at the latest within 40 working days of receipt.
·Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Operations Director, GroundSure Ltd, Lees House, 21 Dyke Road, Brighton, BN1 3FE. Tel: 08444 159 000. Email: info@4C.groundsure.com
If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.
We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

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.

"Commercial" means any building which is not Residential.

"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.

"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 clause 11.

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

"Data Provider" means any third party providing Third Party 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.

"GroundSure Materials" means all materials prepared by GroundSure as a result of the provision of the Services, including but not limited to Data Reports, Mapping and Risk Screening Reports.

"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.

"Residential" means any building used as or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding **"Consultancy Services"**.

"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.

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

"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 If a Client/Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurer. Any insurance purchased shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. The Client/Beneficiary should take independent advice to ensure that the insurance policy requested and/or offered is suitable for its requirements.

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 ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that Groundsure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. 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 who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 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 access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 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. 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 clauses 7 and 11.6 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 clauses 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, (except as permitted herein or by separate agreement with GroundSure) to,: (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 clause 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 judgment) 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 and Confidentiality

6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content 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 **Third Party** Content where such **Third Party** 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 clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):

(i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
(iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
(iv) not combine the Services with or incorporate such Services into any other information data or service; and
(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.5(v) where such reformatting is in the normal course of providing advice based upon the Services),
in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

6.6 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

6.8 Save as otherwise set out in these terms and conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential and only used for the purposes of these terms and conditions, except in so far as the Receiving Party is authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7 Liability

THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

7.1Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.

7.2GroundSure shall not be liable for any other losses or damages incurred by the Beneficiary, including but not limited to:
(i) loss of profit, revenue, business or goodwill, losses relating to business interruption, loss of anticipated savings, loss of or corruption to data or for any special, indirect or consequential loss or damage which arise out of or in connection with the GroundSure Materials or otherwise in relation to a Contract;
(ii) any losses or damages that arise as a result of the use of all or part of the GroundSure Materials in breach of these terms and conditions or contrary to the terms of the relevant User Guide;
(iii) any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. The Client accepts, and shall procure that any other Beneficiary shall accept, that it has no claim or recourse to any Data Provider in relation to Third Party Content; and/or
(iv) any loss or damage to a Client's computer, software, modem, telephone or other property caused by a delay or loss of use of GroundSure's internet ordering service.

7.3 GroudSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure Materials or otherwise in relation to the Contract shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.

7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and conditions provided such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.

7.5 Any claim under the Contract in relation to Data Reports, Mapping and Risk Screening Reports, must be brought within six years from the date when the Beneficiary became aware that it may have a claim and in no event may a claim be brought twelve years or more after completion of such a Contract. For the avoidance of doubt, any claim in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause 7.5 shall survive the expiry of those time periods provided the claim is actually commenced within six months of notification.

7.6 Any claim under the Contract in relation to Consultancy Services, must be brought within six years from the date the Consultancy Services were completed.

7.7 he Client accepts and shall procure that any other Beneficiary shall accept that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of any Data Provider and/or any Third Party Content provided by a Data Provider.

7.8 Nothing in these terms and conditions:
(i) excludes or limits the liability of GroundSure for death or personal injury caused by GroundSure's negligence, or for fraudulent misrepresentation; or
(ii) shall affect the statutory rights of a consumer under the applicable legislation.

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 Payment Date; 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 or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 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 clause 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 clauses 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 clauses 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 clause 6.1 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 can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

© GroundSure Limited January 2012