

Environmental Risk Certificate

Report Reference:

GLR000001

Client:

Sample Solicitor

Client Reference:

GLR-Sample

Property Address:

40-42 Queen Street, Sampletown, ST1 1TN

Report Date:

23 January 2012



RESULT:

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Introduction

This is a preliminary appraisal based on the available current and historical Ordnance Survey maps, and data held on licence by Wilbourn Associates from the Environment Agency, Coal Authority and British Geological Survey.

This Commercial Property Environmental Risk Appraisal provided by Wilbourn Associates has been made on the data available. No site inspection, further enquiries or ground investigation have been carried out.

Wilbourn Associates are Chartered Environmental Surveyors and all reports produced by us are in accordance with the latest guidance from the Royal Institution of Chartered Surveyors titled *"Contamination, the environment and sustainability: Implications for Chartered Surveyors and their clients"* 3rd edition, 2010.

Contamination

The information available in this preliminary assessment has not identified any significant potential sources of contamination relating to the historical and existing uses of the site. It is also considered that the risk from any potential contamination arising from surrounding uses is low.

In our opinion, from the information we have examined, the property is unlikely to constitute 'Contaminated Land' as defined by Part 2A of the Environmental Protection Act 1990.

Flooding

The property is outside the floodplain and is therefore unlikely to be susceptible to flooding from main rivers or the sea.

Ground Instability, Mining & Radon

No significant issues have been highlighted in respect of radon, coal mining or ground stability.

Other Factors

Under the Control of Asbestos Regulations 2006 all non-domestic buildings should be assessed in order to determine whether asbestos is, or is liable to be, present and develop and implement an asbestos management plan for that building.

In 1999 all asbestos-containing materials were banned from commercial use. As this property may have been constructed prior to this date it should be ensured that an asbestos management plan is in place for the

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property. If the property was indeed constructed after this date clarification may be available from the property developers or by viewing the building design plans.

Redevelopment and Lending Risk Assessment

From the information submitted at the time of ordering this report it is understood that there are no redevelopment plans for the property.

It is understood that a lending risk assessment is not required for this property.

Risk to Value Overview

No significant issues have been highlighted in respect of contamination, flooding or ground instability. In our opinion from the information we have examined, it is unlikely that the value of the property could be impaired in the future.

Wilbourn Associates is able to offer the services necessary and provide you with best RICS regulated guidance in relation to the "next steps" required for this site or any other sites you may be interested in.

Please look at our additional services and contact details at the end of this report for more information.



Philip E. Wilbourn BSc CEnv FRICS
Chartered Environmental Surveyor



Summary & Recommended Next Steps

	GreenLight [®]	Further Assessment	Next Steps
Contamination	✓		No further action required.
Flooding	✓		No further action required.
Mining and Ground Instability	✓		No further action required.

Suggested Services

The following considerations are not part of the risk appraisal presented in this report but may be relevant to the subject property either now or in the future. Wilbourn Associates are able to provide all of the following services and as purchaser of this report you are entitled to the reductions outlined in the following table. All additional services can be ordered from Jordans Property at www.jordansproperty.co.uk. Please do not hesitate to contact any of our Chartered Environmental Surveyors who will be happy to assist you with any queries you may have or to discuss a particular requirement.

additional services

	Cost	With 10% discount
Asbestos		
Every commercial property must comply with the Control of Asbestos Regulations 2006. For further information click here.	£800.00	£720.00
Energy Performance Certificate (EPC)		
All commercial property requires an EPC at the time of sale or rent under the Energy Performance of Buildings Directive 2007. For further information click here.	£500.00	£450.00
Display Energy Certificate (DEC)		
Although not all commercial properties require a DEC it is a valuable tool in providing actual energy consumption data for companies looking to improve their sustainability. For further information click here.	£200.00	£180.00
Fire Risk Assessment (FRA)		
All commercial properties require a Fire Risk Assessment under the Regulatory Reform (Fire Safety) Order 2005. For further information click here.	£450.00	£405.00

All prices are shown excluding VAT.

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Background

- 1.1.** The Law Society published its Contaminated Land Warning Card in June 2001. This requires environmental investigations to be undertaken in all cases and the potential associated risks to be brought to the client's attention.
- 1.2.** This report is a preliminary environmental desk top report suitable for commercial property transactions, as required by the Law Society Warning Card. It is also suitable for due diligence purposes, financing arrangements and similar. Whilst it is not suitable for most planning applications, it will provide an indication as to whether the local planning authority will require more detailed reports i.e., GreenLight[®] Inspect (Phase 1 desktop) incorporating a Conceptual Site Model (CSM), as required in [Planning Policy Statement 23](#), to be submitted in support of a planning application.
- 1.3.** The report provides a preliminary assessment as to whether a pollutant linkage exists which may lead the property being determined as "Contaminated Land" as defined by Part 2A of the Environmental Protection Act 1990. In determining the level of environmental risk, the source-pathway-receptor model is utilised.
- 1.4.** The risk of flooding to the property and the influence of other factors, such as mining and ground stability hazards are also considered.
- 1.5.** The Contaminated Land regime was brought into effect in England on 1 April 2000, in Scotland on 12 July 2000 and in Wales on 15 September 2001. It does not apply to Northern Ireland. It applies to all land, whether residential, commercial, industrial or agricultural. It can affect owners, occupiers, developers and lenders. The legislation, which is contained in Part 2A of the Environmental Protection Act 1990 and in regulations and statutory guidance issued under it, is retrospective and is underpinned by the 'polluter pays' principle.
- 1.6.** All Local Authorities are required to inspect and identify contaminated land in their area and only these have the authority to declare whether a site is or is not categorised as contaminated land under Part 2A of the Environmental Protection Act 1990.
- 1.7.** This report is a holistic view of environmental risk as per the guidance set out within the Royal Institution of Chartered Surveyors best practice guidance titled "*Contamination, the environment and sustainability: Implications for chartered surveyors and their clients*", 3rd edition, 2010.

Methodology

- 1.8.** No site inspection, intrusive investigation, consultation of existing environmental reports, or further enquiries to any regulatory authorities has been undertaken to produce this report.
- 1.9.** The content of this report is based solely upon information held by Wilbourn Associates. The datasets used in this report include information originating from numerous sources including the Environment Agency, the Coal Authority, British Geological Survey (BGS) and the Health Protection Agency. The information provided includes permits and licences for industrial processes, discharges to water, water abstractions, landfill sites and other waste management facilities, mining subsidence, radon, pollution incidents and sensitive receptors.
- 1.10.** Historic Ordnance Survey mapping extracts are examined to provide information on past industrial site uses.
- 1.11.** The information submitted at the time of ordering this report, regarding the acquisition of the subject property and any redevelopment proposals, has also been considered during its preparation and specific guidance is thereby recommended.
- 1.12.** This report has not been electronically generated. Each report is prepared and peer reviewed by a Chartered Environmental Surveyor who assesses the available information.
- 1.13.** The conclusions reached in this report are necessarily restricted to those which can be determined from the information consulted during its preparation and may be subject to amendment in the light of additional information becoming available.
- 1.14.** This report is strictly confidential to the party to whom it is addressed and may only be relied upon for up to 12 months from the date it was produced by that party or their other professional advisors, for the specific purpose to which it refers and no responsibility whatsoever is accepted to any third parties for the whole or part of its contents.
- 1.15.** Wilbourn Associates are unaware of any conflict of interest in the preparation of this report.

Review of Historical Maps

2.1. The perceived risks associated with the current and historical uses of the site and those in the vicinity as determined from the historical maps and other sources (see subsequent sections in this report) can be classified by reference to the DoE (now DEFRA) draft document entitled '*Development of guideline values for the assessment of risks from contaminated land: criteria for selection of substances*'. Reference has also been made to the risk based classification of land uses tabulated in the '*Desk reference guide for potentially contaminated land uses*', prepared by Professor Paul Syms. The perceived risks can be summarised as follows:-

	Date	Features Identified	Significance of Contamination
Site Uses	1901-2011	Buildings of unspecified use	Low
Surrounding Uses	1901-2011	Buildings of unspecified use	Low

Landfilling

- 2.2. Environment Agency data held on licence by Wilbourn Associates has revealed no historic landfill sites, on or adjoining the site.
- 2.3. Environment Agency data held on licence by Wilbourn Associates has revealed no registered landfill sites, on or adjoining the site.

Pollution Incidents

- 2.4. Environment Agency data held on licence by Wilbourn Associates has revealed no entries on the Substantiated Pollution Incident Register with an impact on water, land or air on or adjoining the site.

Discharge Consents

- 2.5. Environment Agency data held on licence by Wilbourn Associates has revealed no Consented Discharges to Controlled Waters from or adjacent to the site under the Water Resources Act 1991.

Environmental Permitting Regulations

- 2.6. On 6th April 2008, the Environmental Permitting Regulations (EPR) came into force in England and Wales. These regulations created a new permitting regime combining waste management licensing with the permitting previously carried out under Integrated Pollution Prevention & Control Regulations (IPPC).
- 2.7. A search of the Environmental Permitting Regulations (Waste) register has revealed no entries on or adjacent to the site.
- 2.8. Environment Agency data held on licence by Wilbourn Associates has revealed no Environmental Permitting Regulations – Industry (Formerly IPPC) for Part A1 activities under the Pollution Prevention and Control Act 1999 on or adjoining the site.

Fuel Station Entries

- 2.9. Data provided by Catalist Limited reveals no fuel stations on or adjoining the site.

Part 2A Sites

2.10. The Contaminated Land regime was brought into effect in 2000; it applies to all land, whether residential, commercial, industrial or agricultural. All Local Authorities are required to inspect and identify contaminated land in their area and determine whether a site is or is not categorised as 'Contaminated Land' under Part 2A of the Environmental Protection Act 1990.

2.11. Based on the information available to us and our enquiries to Sampletown Council there are no Part 2A sites with remediation notices served or intended to be served on or within 25 metres of the site.

2.12. In our opinion, from the information we have examined, the property is unlikely to constitute 'Contaminated Land' as defined by Part 2A of the Environmental Protection Act 1990.

Environment Agency Flood Zones

- 3.1. In respect of flooding, the Environment Agency Flood Map has been consulted which identifies the extent of the natural floodplain if there were no flood defences as well as the location of any flood defences constructed in the last 5 years.
- 3.2. The Environment Agency define a floodplain as 'the area that would naturally be affected by flooding if a river rises above its banks, or high tides and stormy seas cause flooding in coastal areas'. On rivers this will normally be the area affected by a river during a flood that has at least a 1 in 100 year return period. In coastal areas the floodplain will be the area affected by the sea during a flood that has at least a 1 in 200 year return period. In addition the Environment Agency has defined areas that are likely to be affected by a major flood with up to a 1 in 1000 year return period.
- 3.3. An extract from The Environment Agency Flood Map for the area, presented in the EnviroMAP, indicates that the site is located outside the floodplain and is therefore unlikely to be susceptible to flooding from main rivers or the sea.

Groundwater Flooding

- 3.4. 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 BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.
- 3.5. The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.
- 3.6. Low. Where low or moderate susceptibility is indicated, this means that given the geological conditions there may be susceptibility to groundwater flooding. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard. If there are records of previous incidences of groundwater flooding, then is recommended that other information e.g. rainfall history, property type,

and land drainage information in addition to previous records of flooding be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

Surface Water Flooding

- 3.7.** The surface flood risk model developed by JBA consulting was produced by simulating the design 1 in 200 year event for a 6½ hour duration rainfall. JBA's advanced 2D hydraulic modelling techniques were used to identify overland flow routes and areas where surface water ponds. The maps include four bands indicating areas of increasing natural vulnerability to surface water flooding from either overland flow routes or where areas naturally pond. These bands are obtained by extracting data based upon flooded depth.
- 3.8.** JBA flood data held on licence by Wilbourn Associates indicates that the terrain upon which the site is located is not in an area of natural vulnerability to surface water flooding based on the data available.

Mining & Ground Instability

Collapsible Deposits

3.9. Very Low risk. The property is located in an area where there is the potential for deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

Compressible Ground

3.10. Negligible / nil risk. The property is located in an area of where no indicators for compressible ground are identified. No special actions required are to avoid problems due to compressible ground. No special ground investigation is required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible ground.

Landslide Instability

3.11. Very low risk. The property is located in an area where slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

Running Sand

3.12. Very low risk. The property is located in an area of very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required to avoid problems due to running sand. No special ground investigation is required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

Shrinking and Swelling Clay

3.13. Negligible / no risk. The property is located in an area where ground conditions are predominantly non-plastic. No special actions required to avoid problems due to shrink swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink swell clays.

Mining & Ground Instability

Ground Dissolution / Soluble Rocks

- 4.1. Negligible / nil risk. The property is located in an area where soluble rocks are not present in the search area. No special actions are required to avoid problems due to soluble rocks. No special ground investigation is required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

Underlying Geology

- 4.2. The published '*Geological Map of the United Kingdom*' third edition solid, at a scale of 1:625,000, dated 1979 and prepared by the Institute of Geological Sciences (now British Geological Survey) has been consulted. This map is considered only indicative and does not show drift deposits which may occur at the surface.
- 4.3. From the above information, it is anticipated that the strata beneath the site comprises:-

4.3.1. Mercia Mudstone Group

Mines and Quarries Database

- 4.4. The BGS '*BRITPITS*' dataset has been consulted. The dataset shows the location of active, inactive and ceased mineral workings in Great Britain and Northern Ireland, including details of the local authority, together with the lithologies worked at site and the name of the current or most recent operator where known. Mineral workings include quarries, mines, oil and gas wells and industrial operations producing mineral products such as blast furnace slag or desulphogypsum.
- 4.5. The dataset has indicated that the site is not located on or within 25 metres of an area of former or current mineral working.

Mining Hazard (Non-Coal)

- 4.6. The voids resulting from past underground mining activity pose a possible hazard. The mining hazard data (not including coal) layer draws together a diverse range of material derived from geology, which constrains distribution, supplemented by literature searches for historic locations and expert knowledge to assemble, interpret, and organise this information.

Mining & Ground Instability

- 4.7. Hazards because of underground mine workings are unclassified. This means that there is no known hazard from underground mine workings because the rock types present are such that no commodities or metal ores have been worked by underground mining methods. It should be noted, however, that there is always the possibility of the existence of other sub-surface excavations, such as wells, cess pits, follies, air raid shelters/bunkers and other military structures etc. that could affect surface ground stability but which are outside the scope of this dataset. However, you should still find out whether or not a Coal Authority mining search is required in the area.

Natural Methane and Carbon Dioxide

- 4.8. The BGS methane and carbon dioxide from natural sources and coal mining dataset has been consulted. This indicates that the site is located in an area that is relatively unlikely to be susceptible to emissions of methane and other gases derived from rocks in the ground or coal mining and that is relatively unlikely to be susceptible to emissions of methane and other gases derived from superficial deposits in the ground.

Coal Authority Mining Report Referral

- 4.9. A coal mining report is not required for this location.

Radon

- 4.10. The '*Indicative Atlas of Radon in England and Wales*', prepared by the Radiation Protection Division of the Health Protection Agency and the British Geological Survey, report reference HPA-RPD-033 and dated November 2007, indicates that the site is not located in a Radon Affected Area. This means that less than 1% of homes tested for radon within the 1 kilometre grid square in which the site is located, are anticipated to be above the Action Level for homes of 200 Bq m⁻³.

Groundwater Vulnerability

- 5.1. The Environment Agency Aquifer Designation Map (replacing the former Groundwater Vulnerability Maps from 1 April 2010) identifies the site to be underlain by bedrock classified as a Secondary B Aquifer. Secondary B aquifers are predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable horizons and weathering. These are generally the water-bearing parts of the former non-aquifers.
- 5.2. The Aquifer Designation map also identifies that the superficial (drift) deposits are classified as a Secondary A (formerly minor aquifer). Secondary A aquifers are permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers.
- 5.3. The Groundwater Vulnerability map also identifies the site to be underlain by soils of high leaching potential. These are soils which have the ability to move pollutants rapidly to underlying strata or to shallow groundwater.

Source Protection Zones

- 5.4. Environment Agency data reveals that the site is not located within any of the nearly 2000 Source Protection Zones which have been identified in England and Wales as major groundwater sources (wells, boreholes or springs) used for public drinking water supply.

Water Abstractions

- 5.5. Environment Agency data held on licence by Wilbourn Associates has revealed no licensed surface water abstractions under the Water Resources Act 1991 on or adjoining the site.
- 5.6. Environment Agency data held on licence by Wilbourn Associates has revealed no licensed groundwater abstractions under the Water Resources Act 1991 on or adjoining the site.

Radioactive Substances Register

- 5.7. Environment Agency data held on licence by Wilbourn Associates has revealed no registrations for the holding of radioactive substances under the Radioactive Substances Act 1993 on or adjoining the site.

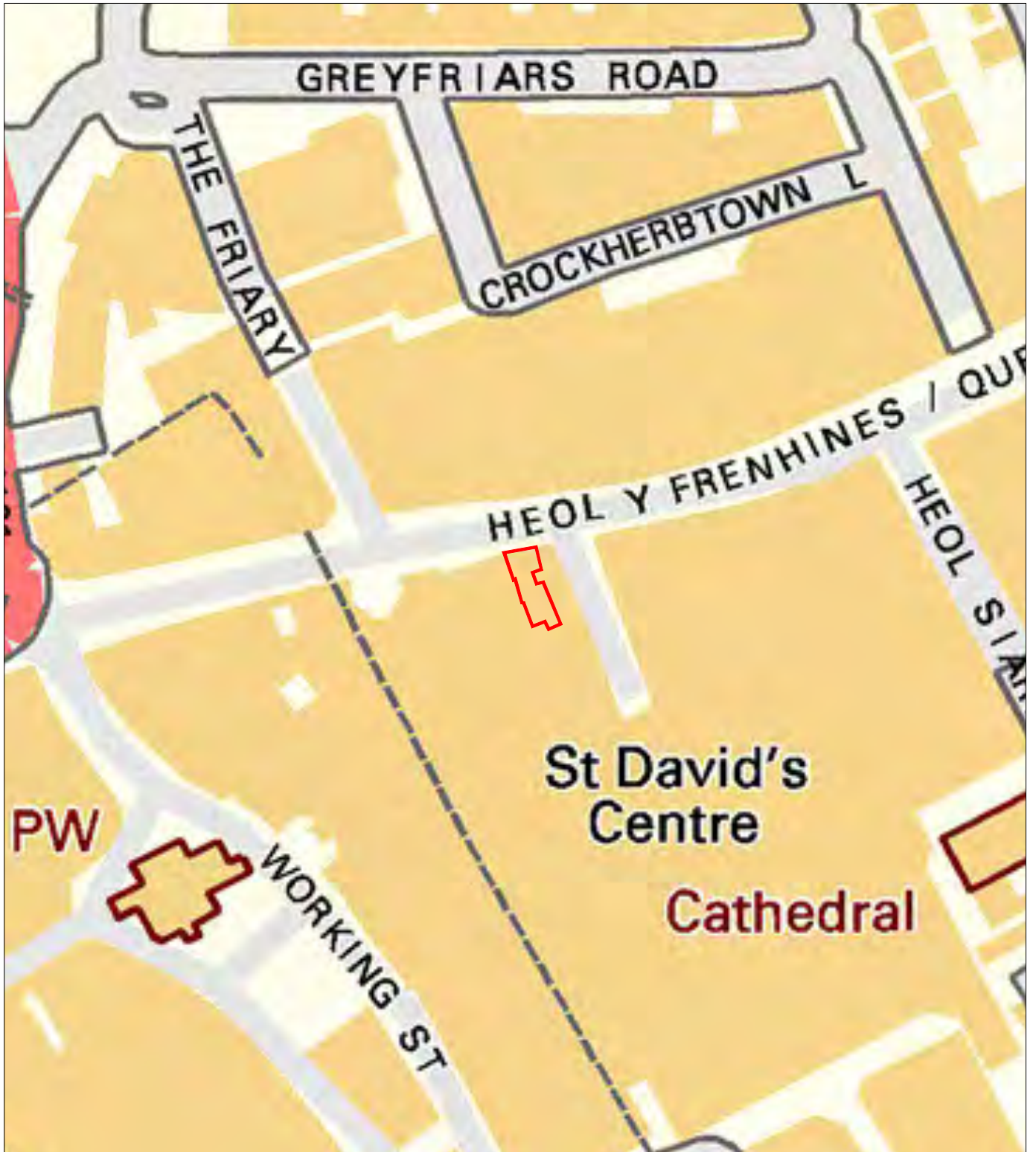
Dangerous Substances List I & II

5.8. Environment Agency data held on licence by Wilbourn Associates has revealed no entries on the Dangerous Substances List I & II which relates to the consenting of dangerous substance discharges to surface water on or adjoining the site.

Asbestos Management

5.9. Under the Control of Asbestos Regulations 2006 all non-domestic buildings should be assessed in order to determine whether asbestos is, or is liable to be, present and develop and implement an asbestos management plan for that building.

5.10. In 1999 all asbestos-containing materials were banned from commercial use. As this property may have been constructed prior to this date it should be ensured that an asbestos management plan is in place for the property. If the property was indeed constructed after this date clarification may be available from the property developers or by viewing the building design plans.



Layered PDF
 The above map is a layered PDF. Please use the layers menu within the PDF sidebar to look at the fill datasets.
 Due to issues with scale certain datasets may not be included within the map, although they are commented on
 in the report. Adobe reader 9 or above is required. Only data that is within the search radius is included in the layers.



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General

- Site boundary

Contamination

- EA Historic Landfill Site
- EA Current Landfill Site
- Waste Management License
- Discharge Consent
- Environmental Permitting Regulation (Waste)
- Environmental Permitting Regulation (Industry)
- Fuel Station

Flooding

- EA Flood Zone 2
- EA Flood Zone 3
- Flood Defence Benefit Area

Ground instability

- A - No Data / Negligible Risk
- B - Very low
- C - Low
- D - Moderate
- E - High

Other

- Water Abstractions
- Radioactive Substance Register

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You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Reports from our site.

1. Information About Us

- 1.1. We operate the website www.property-greenlight.co.uk. We are Wilbourn Associates Limited, a company registered in England and Wales under company number 3392663 and with our registered office at 30 Jessops Riverside, 800 Brightside Lane, Sheffield S9 2RX. Our main trading address is 30 Jessops Riverside, 800 Brightside Lane, Sheffield S9 2RX. Our VAT number is 945601913.
- 1.2. We are regulated by the Royal Institution of Chartered Surveyors.

2. Service Availability

- 2.1. We do not accept orders from addresses outside the UK.

3. Your Status

- 3.1. By placing an order through our site, you warrant that:
 - 3.1.1. you are legally capable of entering into binding contracts; and
 - 3.1.2. you are at least 18 years old;
 - 3.1.3. you are resident in the UK; and
 - 3.1.4. you are accessing our site from the UK.

4. How the Contract Is Formed Between You and Us

- 4.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order ("Order Confirmation"). Your order constitutes an offer to us to buy a Report. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you the Order Confirmation. The contract between us ("Contract") will only be formed when we send you the Order Confirmation.
- 4.2. The Contract will relate only to those Reports whose dispatch we have confirmed in the Order Confirmation. We will not be obliged to supply any other Reports which may have been part of your order until the dispatch of such Reports has been confirmed in a separate Order Confirmation.

5. Our Status

- 5.1. We may provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureaux.

6. Standard of Care

- 6.1. We shall in producing any Report use the reasonable standard of skill and care normally exercised by a firm of Chartered Environmental Surveyors in performing similar services under similar conditions.
- 6.2. We shall use all reasonable endeavours to produce any Report in accordance with all relevant environmental and safety legislation, and by the times and dates quoted herein. Failure to meet any time or date quoted shall not give rise to liability unless the parties have expressly agreed in writing that it should.

7. Your Obligations

- 7.1. You warrant that any and all information you have provided to us for the purposes of the production of any Report is up-to-date and accurate in all respects.

8. Consumer Rights

- 8.1. Subject to clause 7.2, you shall have the ability to cancel any Contract by providing us with a cancellation notice within the cancellation period set out in Regulation 12 of the Consumer Protection (Distance Selling) Regulations 2000/2334 ("the Regulations").
- 8.2. You acknowledge and hereby consent to the fact that your right to cancel any Contract by giving notice pursuant to clause 7.1 shall be precluded by your agreement to the performance of the services necessary to create a Report beginning before the end of the seven working day period applicable under Regulation 12(2) of the Regulations.

9. Confidentiality

- 9.1. We undertake not to divulge or disclose to any third party, without your written consent, information and documents which can reasonably be considered to be confidential, unless required to do so by law or unless such information or documents become available to the public through no fault of our own.
- 9.2. Subject to 8.1 above we shall be permitted to use information related to any Report we produce for you for the purposes of marketing our services and in proposals for work of a similar type.

10. Availability and Delivery

- 10.1. Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within 7 days of the date of the Order Confirmation, unless there are exceptional circumstances.

11. Price and Payment

- 11.1. The price of the Reports and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.
- 11.2. Report prices are exclusive of VAT, which will be payable by you in addition to such sums and shall be chargeable at the prevailing rate and in the manner prescribed by law.
- 11.3. Report prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.
- 11.4. Payment for Reports may be made by credit or debit card. We will not charge your credit or debit card until we dispatch your order.
- 11.5. Alternatively, where you have set up an account with us with our consent, payment may be made on a monthly basis, in which case we shall submit monthly invoices to you for services performed up to the end of the calendar month or up to the date of dispatch of Reports specified in the relevant Order Confirmation.
- 11.6. Payment shall be made by you within thirty days of the date of any invoice and payment shall be made in full (without any deduction or retention for any claim or counter claim or otherwise) in pounds sterling and interest at the rate of four per cent (4%) above National Westminster Bank base lending rate will be payable on all overdue payments such interest being calculated from the date of the invoice to the actual receipt of payment by us.

12. Insurance

- 12.1. We hold professional indemnity insurance (other than cover in respect of pollution and contamination) in an amount of not less than £5,000,000 for each and every claim.
- 12.2. We hold professional indemnity insurance for pollution and contamination in an amount of not less than £5,000,000 in the aggregate in any one year.
- 12.3. We hold public liability insurance (other than cover in respect of pollution and contamination) in an amount of not less than £1,000,000 for any one occurrence or series of occurrences arising out of any one event.
- 12.4. We agree to maintain the insurances referred to in 4.1, 4.2 and 4.3 above for the period of six years from the date of the Contract provided that such insurance continues to be available upon reasonable terms at reasonable commercial rates.

13. Ownership of Documents and Copyright

- 13.1. The property and copyright, and any other intellectual property rights, in all drawings, reports, specifications, bills of quantities, calculations and other documents and information (hereinafter termed 'Intellectual Property') contained within a Report shall remain vested in us.
- 13.2. You shall have a non-exclusive licence to copy and use such Intellectual Property solely for your own purposes and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein.
- 13.3. Save as aforesaid, you shall not make copies of such Intellectual Property nor shall you use the same in connection with any other works or for any other purpose nor pass them to any third party without the prior written approval of us and upon such terms as may be agreed by us. We shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of us.

14. Warranty

- 14.1. We shall in producing a Report use the reasonable standard of skill and care normally exercised by a firm of Chartered Environmental Surveyors in performing similar services under similar conditions.
- 14.2. We shall use all reasonable endeavours to produce the Report in accordance with all relevant environmental and safety legislation. Failure to meet any time or date quoted shall not give rise to liability unless we have expressly agreed in writing that it should.

15. Our Liability

- 15.1. You acknowledge that no physical inspection of the property site which is the subject of the Report has been carried out and we therefore do not warrant that all land uses or features of the property site whether past or present will be identified in the Report. The Report does not include any information relating to the actual state or condition of such property site nor should be used or taken to indicate or otherwise represent the actual fitness or unfitness of such 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 of the property site.
- 15.2. You acknowledge that each Report specifies the type of property site for which it shall be valid. We will not be liable to the extent that you use a Report on or in any way rely on the information contained in a Report in relation to any property site other than the property site for which the Report was ordered.
- 15.3. A Report and the information contained therein will be valid for a period of 12 months from the date of the Order Confirmation. We shall not be liable to the extent that you rely on a Report or any information contained therein after the expiry of such period.
- 15.4. We confirm that we will be responsible to you for all costs, claims and demands properly incurred by you and which represent the reasonably foreseeable damage suffered by you as a result of the negligent act or omission of us in the production of a Report under the Contract.
- 15.5. We produce a Report solely for your benefit and you shall indemnify us against any claims from any third parties in respect of the production of a Report unless we have, without being requested by you to do so, provided advice or information direct to such parties or have in writing permitted disclosure of such advice or information to such persons.
- 15.6. Except in respect of death or personal injury caused by our negligence, or as expressly provided in this agreement, we shall not be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of us, our servants or agents or otherwise) (including but not limited to, loss of income or revenue, loss of business, loss of profits, loss of anticipated savings, loss of data, and waste of management or office time) which arise out of or in connection with the production of a Report or its use by you, and our entire liability under or in connection with a Contract shall not exceed £500,000 for any one occurrence or series of occurrences arising out of any one event or, in the event of the insurance referred to in clause 13 no longer being available upon reasonable terms at reasonable commercial rates, £50,000 for any one occurrence or series of occurrences arising out of any one event, except as expressly provided herein.

Terms & Conditions

16. Nothing in this agreement excludes or limits our liability for:

- 16.1. death or personal injury caused by our negligence;
- 16.1.1. fraud or fraudulent misrepresentation;
- 16.1.2. any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 16.1.3. defective products under the Consumer Protection Act 1987; or
- 16.1.4. any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

17. Written Communications

- 17.1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. Notices

- 18.1. All notices given by you to us must be given to Wilbourn Associates Limited at 30 Jessops Riverside, 800 Brightside Lane, Sheffield S9 2RX or info@environmental-surveyors.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

19. Transfer of Rights and Obligations

- 19.1. The contract between you and us is binding on you and us and on our respective successors and assignees.
- 19.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 19.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

20. Events Outside Our Control

- 20.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").
- 20.2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- 20.2.1. strikes, lock-outs or other industrial action;
- 20.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- 20.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- 20.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 20.2.5. impossibility of the use of public or private telecommunications networks;
- 20.2.6. the acts, decrees, legislation, regulations or restrictions of any government; and
- 20.2.7. pandemic or epidemic.
- 20.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

21. Waiver

- 21.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 21.2. A waiver by us of any default will not constitute a waiver of any subsequent default.
- 21.3. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18 above.

22. Severability

- 22.1. If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

23. Entire Agreement

- 23.1. These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.
- 23.2. We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 23.3. Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 23.4. Nothing in this clause limits or excludes any liability for fraud.

24. Our Right to Vary These Terms and Conditions

- 24.1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 24.2. You will be subject to the policies and terms and conditions in force at the time that you order Reports from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Reports).

25. Disputes

- 25.1. If any dispute arises between the parties with respect to any matter within the expertise of a technical expert then such dispute shall at the instance of either party be referred to a person agreed between the parties, and, in default of agreement within twenty-one days of notice from either party to the other calling upon the other so to agree, to a person chosen on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors. Such person shall be appointed to act as an expert and not as an arbitrator and the decision of such person shall be final and binding. The costs of such expert shall be borne equally by the parties unless such expert shall decide one party has acted unreasonably in which case he shall have discretion as to costs.

26. Law and Jurisdiction

- 26.1. Contracts for the purchase of Reports through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

27. Third Party Rights

- 27.1. A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

Jordans Ltd	21 St Thomas Street Bristol BS1 6JS	Tel: 0800 023 2378 Email: propertyservices@jordans.co.uk www.jordansproperty.co.uk
Wilbourn Associates	30 Jessops Riverside 800 Brightside Lane Sheffield S9 2RX	Tel: 0114 243 55 00 Email: info@environmental-surveyors.com www.environmental-surveyors.com
Environment Agency	PO Box 544 Templeborough Rotherham S60 1BY	Tel: 08708 506 506 Email: enquiries@environment-agency.co.uk www.environment-agency.co.uk
British Geological Survey	British Geological Survey Kingsley Dunham Centre Keyworth Nottingham Nottinghamshire NG12 5GG	Tel: 0115 936 3143 mail: enquiries@bgs.ac.uk www.bgs.ac.uk
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