

Land off, Ashdown Road, Bexhill on Sea, East Sussex Rother, TN40 1SE

Prepared for:

Searchflow
Searchflow
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

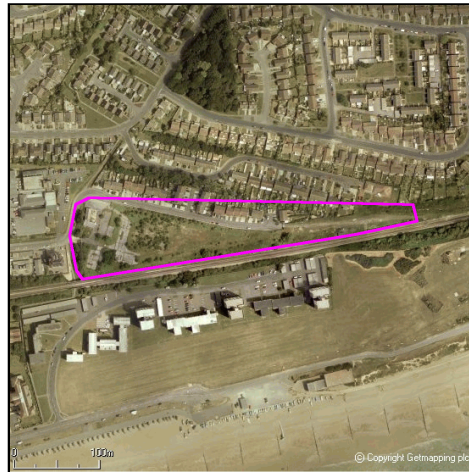
Report Reference: SAS_30411446_1_1

Report Date: 05-MAR-2010

Customer Reference: SF13703855000

National Grid Reference: 575540 107740

Site Area: 23296 m²



If you have any questions on the contents of this Report please contact Landmark Customer Helpdesk which is open from 9:00am - 5:30pm, Monday - Friday, via one of the following channels:

Telephone: 0844 844 9966
Fax: 0844 844 9980
Email: info@landmarkinfo.co.uk
Website: www.sitecheck.co.uk



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FURTHER ACTION

The Sitecheck Assess report dated 05/03/2010 and reference SAS-30411446_1_1, SF13703855000 for Land Off, Ashdown Road, Bexhill On Sea, East Sussex Rother, TN40 1SE has examined the sources of potential contamination in terms of historic land use, environmental data and current land uses where known. The report has highlighted the presence of potentially contaminative past land uses on or within 25 metres of the site boundary.

INTRODUCTION

This professional opinion determines the level of environmental risk, as to whether a pollutant linkage exists which is created when there is a source of contamination, a pathway for it to travel along and receptors, which may be harmed. This risk-based approach underpins the governments approach to contaminated land. If a pollutant linkage exists the property may be regarded by the local authority as being "Contaminated Land" for the purposes of Part IIA of the Environmental Protection Act 1990.

In completing this report Wilbourn Associates has undertaken a review of data made available to it. No site inspection, further enquiries or investigation of surface or ground conditions has been carried out by Wilbourn Associates. No information as to the age, value and type of property has been made available. It is important to note that it is not known by Wilbourn Associates for what purpose the report has been commissioned.

FACTORS AFFECTING THIS PROPERTY

Potential Sources:

- A detailed examination of the historical Ordnance Survey maps from 1873 to the present day has revealed that the site remained undeveloped, existing as agricultural land, up until some time between 1899 and 1909, when the site was developed with a goods yard. By 1953 coal bunkers and tanks are identified on site. This use remained up until some time between 1962 and 1978 when the site was developed with an oil depot. Several buildings of unspecified use were built on site between 1989 and 1990. By 2000 the oil depot is no longer identified. There is relatively little change up to present day mapping.
- From a review of historic map data the Sitecheck Assess Report has identified that the site is located on or within 25 metres of a former gas works.
- A review of selected 1:2500 and 1:1250 scale Ordnance Survey mapping covering a period from 1943 to 1996 has identified that the centre of the search is on or within 25 metres of tanks, electrical sub station facilities and oil industry facilities.
- The Sitecheck Assess report uses historical land use drawn from Ordnance Survey County Series maps together with the first and last editions of the National Grid maps at 1:10560 and 1:10000 scales (see Sitecheck Assess Practitioners Guide).

Larger scale mapping has also been considered in order to formulate this Professional Opinion. The 1976 edition 1:1250 map indicates that an oil depot was located on the site.



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Potential Pathways:

- Direct human contact with soil (and water).
- Contamination transport to shallow groundwater.
- Contamination transport to deep groundwater.

Potential Receptors:

- The property itself, surrounding properties and their respective occupants may be considered as receptors. Buildings and people can suffer harm by definition of Part IIA of the Environmental Protection Act 1990.
- The groundwater vulnerability map Sheet 46 East Sussex, has revealed that the site is located above a Minor aquifer. Although minor aquifers seldom produce large quantities of water for abstraction they may be important for local supplies and supplying base flow to rivers.

CONCLUSIONS:

The data examined in this risk assessment indicates that there may be a potential source of contamination arising from the potentially contaminative past land uses which may have significant implications. It would appear from this preliminary appraisal that there may be a potential pollutant linkage.

In our opinion, from the information we have examined, there is a risk that the value of the property could be impaired.

In our opinion the property may also constitute "contaminated land" as defined by Part IIA of the Environmental Protection Act 1990.

ADDITIONAL FACTORS FOR CONSIDERATION:

- (I) If the property is modern, are there warranties or similar guarantees? If so, it is important to ensure that those parties offering the warranties are of sufficient financial standing backed by appropriate insurance cover.
- (II) Did the developer of the property ensure that during the construction phase any potentially contaminative features were appropriately addressed? If so, are these supported by warranties and/or documentary evidence? Have the local authority 'signed off' the remedial works. For example, did the developer include gas membranes or passive venting where the property has been built on unknown filled ground?
- (III) Does any relevant planning permission contain requirements regarding the potential contamination feature? Did it require remedial works to be undertaken? If so, have these works been undertaken to the satisfaction of the local authority?
- (IV) Speak with Building Control Department of the local authority to ascertain whether there are known records of gas emissions, contamination issues and/or ground instability problems in the immediate area.
- (V) Speak with the Local Authority Environmental Health Officer to ascertain any known pollution or contamination issues surrounding this feature and whether they are considering taking any action under Part IIA of the Environmental Protection Act 1990 on a formal, or informal, basis.
- (VI) If the property forms part of a development proposal have all the planning preconditions been complied with? This report should be considered as a precursor to a thorough investigation of the site for planning control purposes.



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- (VII) Do any environmental reports exist for the site? Have these been prepared by appropriately qualified, competent and insured consultants? Do they address the issues raised in this preliminary appraisal? Can you rely upon them? Is the consultant prepared to assign the benefit of these?
- (VIII) This report should be referred to any surveyor retained by the parties, particularly those who have been engaged to produce a structural survey and/or valuation. There may also be issues arising from the current use of the premises which could give rise to matters of environmental management. In accordance with the RICS guidance note, '*Contamination and Environmental Matters – their implications for property professionals*', published in October 2003, the surveyor is required to use the RICS Property Observation Checklist for commercial property to record any visible contamination.
- (IX) If it has not been possible to obtain satisfactory conclusions to the issues raised above, consideration should be given to the appointment of an appropriate consultant to investigate matters further given the nature of the property and the issues involved. Such a consultant must be appropriately qualified and insured for the level of instruction.
- (X) If this report has been purchased as part of an investment transaction and the factors outlined above require further investigation please see <http://www.environmental-surveyors.com/Sitecheck.pdf> for advice. If however this report has been purchased with a view of redevelopment taking place please see <http://www.environmental-surveyors.com/sitecheck-assess-redevelopment.pdf> for further advice.

If the issues outlined above are adequately addressed by the surveyors and solicitors retained in this matter, there may be no impairment to the value of the property or any risk that the property would be designated as "contaminated land" within the meaning of Part IIA of the Environmental Protection Act 1990. The documentation should rest with the deeds and be made available for future transactions.

Philip E. Wilbourn BSc CEnv FRICS
Chartered Environmental Surveyor



Wilbourn Associates are regulated by the RICS. The professional opinion forms part of the Sitecheck Assess report and is subject to Landmark Information Groups Terms and conditions of Business in force from time to time. Further information on the methodology and the datasets examined in this professional opinion is included in the Sitecheck Assess Practitioner Guide.



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SOURCES OF ADDITIONAL PROFESSIONAL GUIDANCE

- If the report is for valuation, or investment, or other forms of lending decision making there may be issues arising from the current occupation, which need to be examined. The Royal Institution of Chartered Surveyors has provided guidance with respect to such matters and specific reference should be made to the guidance note '*Contamination and Environmental Matters – their implications for property professionals*'. This guidance note is referred to in UKGN1.1 paragraphs 9.1 and 9.2 of the *RICS Appraisal and Valuation Standards (5th Edition)* (*The "Red Book"*).

It is recommended that the client reviews the outputs of any valuation report, which should include a Property Observation Checklist, contained at Appendix C for commercial property or Appendix D for rural property in the Royal Institution of Chartered Surveyors guidance note '*Contamination and Environmental Matters – their implications for property professionals*'. Completion of these checklists does not constitute an environmental assessment for the purposes of Professional Indemnity Insurance where many surveyors are unlikely to have appropriate indemnity cover. Any contamination, which is observed on the site by the surveyor during the normal course of their inspection, can also be recorded.

- If the property is let, the landlord or the tenant (as appropriate) should take legal advice as to whether the covenants in the lease constitute legal or financial burdens. The Law Society's "*Environmental Law Handbook-5th Edition*" provides valuable assistance.

In leases with no express covenants dealing with environmental matters, lawyers and surveyors need to be aware of the extent to which the repairing of covenants can be applied and, when advising tenant clients in particular, will need to draw attention to the client's obligations to comply with enacted legislation.

- Should contamination have been observed on site a suitably qualified, insured and experienced professional, preferably with the Specialist in Land Condition (SiLC) accreditation, should quantify whether this could give rise to an action by a regulator or any other party. A suitable management plan for action incorporated in a Land Quality Statement in accordance with RICS guidance should be put in place and appropriate matters taken up with the tenant/occupier.
- In terms of development this report should be seen as a precursor to a thorough investigation of the property for planning control purposes. The DTI funded guidance published by the Construction Industry Research and Information Association (CIRIA) *Brownfields-managing the development of previously developed land-a client's guide* may be a useful starting point.

Report Sections and Details	Page
Summary of Site	-
This section comprises source, pathway and receptor information found on site. Other factors which may affect the site are also included.	
Aerial Photo	1
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	
Location Map	2
The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.	
Summary Table	3
This section comprises of a summary table of the information found on site and in its vicinity.	
Current Land Use	7
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.	
Historical Land Use	12
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	
Sensitivity	16
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	
Other Factors	19
This section contains information on other factors which may affect the site and its vicinity.	
Useful Information	20
This section contains information which may be of use when interpreting the report.	
Useful Contacts	21
All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	

Historical Land Use	Page No.	Reference Number (Map ID)
Potentially Contaminative Uses		
Potentially Contaminative Industrial Uses (Past Land Use)		
Railways, Date of Mapping: 1910 - 1989	14	5
Historical Tanks And Energy Facilities		
Electrical Sub Station Facilities, Date of Mapping: 1987 Scale of Mapping: 1:1,250,	13	2
Tanks, Date of Mapping: 1953 Scale of Mapping: 1:1,250,	13	3
Oil Industry Facilities, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	13	3
Tanks, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	13	4
Tanks, Date of Mapping: 1954 Scale of Mapping: 1:2,500,	13	3

Sensitivity	Page No.	Reference Number (Map ID)
Pathways		
Groundwater Vulnerability		
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Scale: 1:100,000, Map Name: Sheet 46 East Sussex, Contact Ref: 4	18	-

Other Factors	Page No.	Reference Number (Map ID)
Geological		
Radon Potential - Radon Affected Areas		
Affected Areas: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 5	19	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 5	19	-
Shallow Mining Hazards		
Hazard Potential: Low, Contact Ref: 5	19	-

Other Factors Geological	Page No.	Reference Number (Map ID)
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 5	19	-



Site

Land off, Ashdown Road, Bexhill on Sea, East Sussex
Rother, TN40 1SE

Grid Reference

575540, 107740

Report Reference

SAS_30411446_1_1

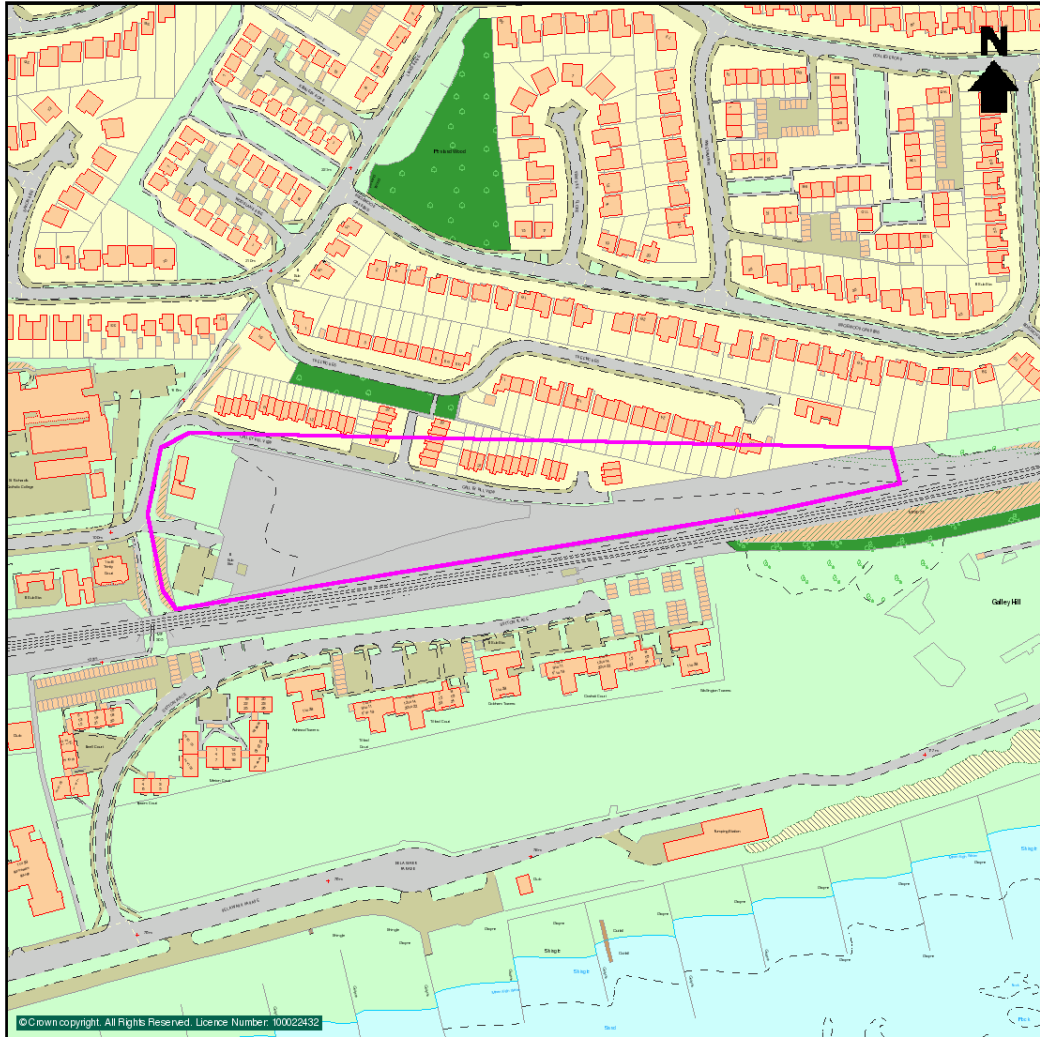
Customer Reference

SF13703855000

Size of Site

23296 m²





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Grid Reference
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Report Reference
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Size of Site
23296 m²



Current Land Use	On Site	0-250m	250-500m
Sources	0	18	25
Waste / Landfill Sites			
BGS Recorded Landfill Sites	0	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0
Licensed Waste Management Facilities (Locations)	0	0	0
Local Authority Recorded Landfill Sites	0	0	1
Registered Landfill Sites	0	0	0
Registered Waste Transfer Sites	0	0	0
Registered Waste Treatment or Disposal Sites	0	0	0
Statutory Authorisations			
Local Authority Pollution Prevention and Controls	0	2	0
Contaminated Land Register Entries and Notices	0	0	0
Registered Radioactive Substances	0	0	0
Discharge Consents			
Discharge Consents	0	7	3
Water Industry Act Referrals	0	0	0
Industrial Processes			
Integrated Pollution Controls	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0
Integrated Pollution Prevention And Control	0	0	0
Local Authority Integrated Pollution Prevention And Control	0	0	0
Storage of Hazardous Substances			
Control of Major Accident Hazards Sites (COMAH)	0	0	0
Explosive Sites	0	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0	0
Planning Hazardous Substance Consents	0	1	0
Contraventions			
Local Authority Pollution Prevention and Control Enforcements	0	0	0
Enforcement and Prohibition Notices	0	0	0
Planning Hazardous Substance Enforcements	0	0	0
Prosecutions Relating to Authorised Processes	0	0	0
Prosecutions Relating to Controlled Waters	0	0	0
Substantiated Pollution Incident Register	0	0	0

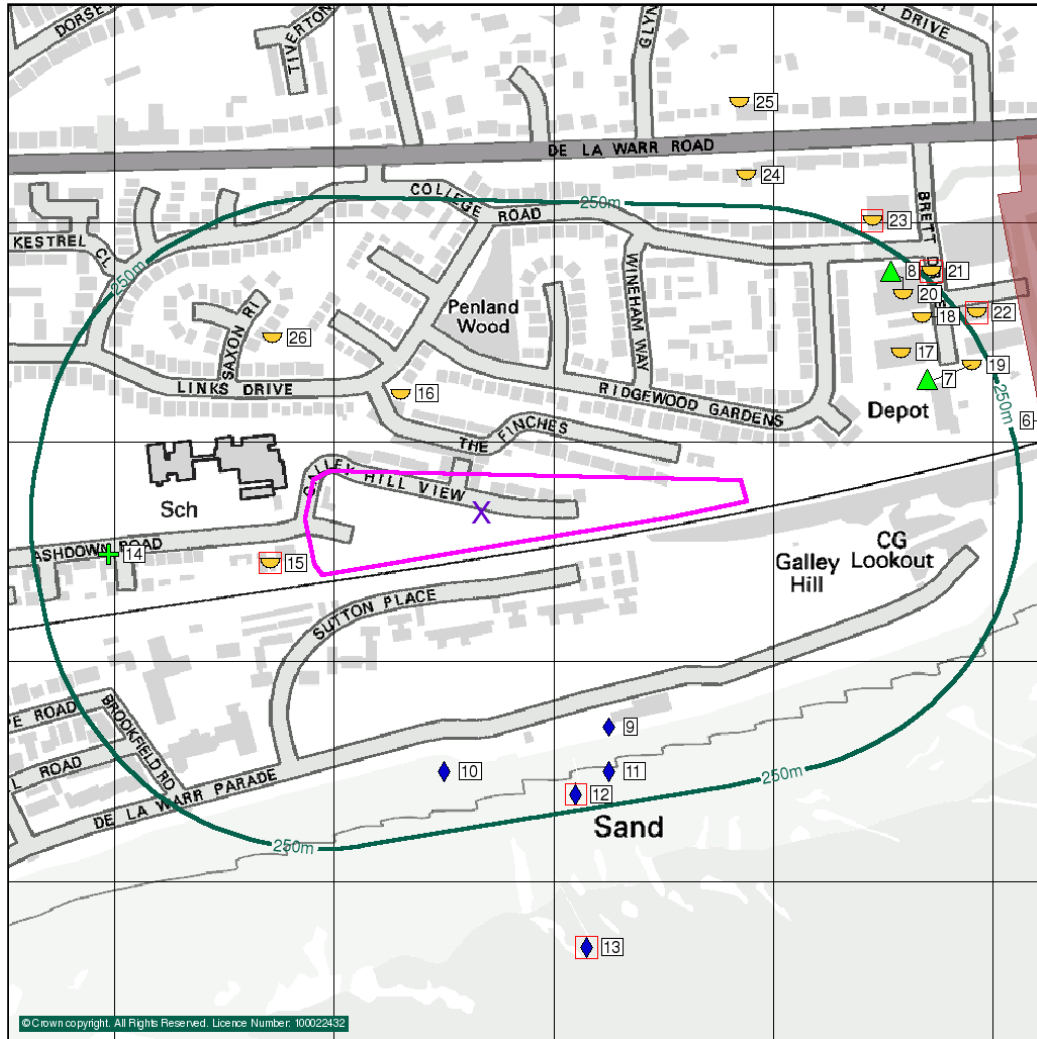
Current Land Use	On Site	0-250m	250-500m
Sources	0	18	25
Potentially Contaminative Uses			
Contemporary Trade Directory Entries	0	7	21
Fuel Station Entries	0	1	0
Miscellaneous			
BGS Recorded Mineral Sites	0	0	0

Historical Land Use	On Site	0-250m	250-500m
Sources	6	17	18
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	5	9	12
Potentially Contaminative Industrial Uses (Past Land Use)	1	7	3
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	0	1
Potentially Infilled Land (Water)	0	1	2

Sensitivity	On Site	0-250m	250-500m
Pathways and Receptors	1	3	0
Pathways			
Groundwater Vulnerability	1	n/a	n/a
Drift Deposits	0	n/a	n/a
Historical Flood Liabilities	0	0	0
Extreme Flooding from Rivers or Sea without Defences	0	1	n/a
Flooding from Rivers or Sea without Defences	0	1	n/a
Areas Benefiting from Flood Defences	0	0	n/a
Flood Water Storage Areas	0	0	n/a
Flood Defences	0	0	n/a

Sensitivity	On Site	0-250m	250-500m
Pathways and Receptors	1	3	0
Environmentally Sensitive Receptors			
Areas of Outstanding Natural Beauty	0	0	0
Environmentally Sensitive Areas	0	0	0
Local Nature Reserves	0	0	0
Marine Nature Reserves	0	0	0
National Nature Reserves	0	0	0
Nearest Surface Water Feature	0	1	0
Ramsar Sites	0	0	0
Sites of Special Scientific Interest	0	0	0
Source Protection Zones	0	0	0
Special Areas of Conservation	0	0	0
Special Protection Areas	0	0	0
Water Abstractions	0	0	0
Protected Countryside Areas			
Forest Parks	0	0	0
National Parks	0	0	0
National Scenic Areas	0	0	0

Other Factors	On Site	0-250m	250-500m
Geological	7	4	0
Brine Compensation Area	0	n/a	n/a
Coal Mining Affected Areas	0	n/a	n/a
Mining Instability	0	0	n/a
Natural and Mining Cavities	0	0	0
Radon Potential - Radon Affected Areas	1	n/a	n/a
Radon Potential - Radon Protection Measures	1	n/a	n/a
Potential for Collapsible Ground Stability Hazards	0	0	n/a
Potential for Compressible Ground Stability Hazards	1	1	n/a
Potential for Ground Dissolution Stability Hazards	0	0	n/a
Potential for Landslide Ground Stability Hazards	1	1	n/a
Potential for Running Sand Ground Stability Hazards	1	1	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1	n/a
Shallow Mining Hazards	1	0	n/a



General	Waste/Landfill Sites	Contraventions	Storage Of Hazardous Substances	Statutory Authorisations
<ul style="list-style-type: none"> Site Boundary Search Buffer Bearing Reference Point Reference Number 	<ul style="list-style-type: none"> BGS Recorded Landfill Site Licensed Waste Management Facilities (Landfill) Local Authority Recorded Landfill Site Registered Waste Transfer Site Registered Waste Treatment or Disposal Site Registered Landfill Site Point Location of Registered Landfill Site 	<ul style="list-style-type: none"> BGS Recorded Landfill Site (Point) Licensed Waste Management Facilities (Location) Local Authority Recorded Landfill Site (Point) Registered Waste Transfer Site (Point) Registered Waste Treatment or Disposal Site (Point) Registered Landfill Site Potential Landfill Buffer 	<ul style="list-style-type: none"> Local Authority Pollution Prevention and Control Planning Hazardous Substance Consent Explosive Site NHHS Integrated Pollution Control Integrated Pollution Prevention Control Integrated Pollution Control Registered Waste Site Local Authority Integrated Pollution Prevention and Control 	<ul style="list-style-type: none"> Local Authority Pollution Prevention and Control Contaminated Land Register Entry or Notice (Point) Contaminated Land Register Entry or Notice Registered Radioactive Substance Discharge Consents Discharge Consent Water Industry Act Referral
<ul style="list-style-type: none"> Miscellaneous BGS Recorded Mineral Site Potentially Contaminative Use Potentially Contaminative Use (High Risk) 	<ul style="list-style-type: none"> Local Authority Recorded Landfill Site Registered Waste Treatment or Disposal Site Registered Landfill Site 	<ul style="list-style-type: none"> Local Authority Pollution Prevention and Control Enforcement Planning Hazardous Substance Enforcement Prosecution Relating to Authorised Processes Enforcement and Prohibition Notice Substantiated Pollution Incident Register Prosecution Relating to Controlled Waters 	<ul style="list-style-type: none"> Industrial Processes Integrated Pollution Control Integrated Pollution Prevention Control Integrated Pollution Control Registered Waste Site Local Authority Integrated Pollution Prevention and Control 	<ul style="list-style-type: none"> Registered Radioactive Substance

Sources	Ref No.	Search Buffer	Direction
Waste / Landfill Sites			
Local Authority Landfill Coverage			
Name: East Sussex County Council, - Has supplied landfill data, Contact Ref: 1	-	On Site	S
Name: Rother District Council, - Landfill data has been supplied by another authority, Contact Ref: 2	-	On Site	E
Local Authority Recorded Landfill Sites			
Ravenside Retail Site (Old Gas Works Site), Bexhill, Reference: 2-100, Positional Accuracy: Positioned by the supplier, Boundary Quality: Moderate, Contact Ref: 1	6	250-500m	E

Statutory Authorisations	Ref No.	Search Buffer	Direction
Local Authority Pollution Prevention and Controls			
Brett Concrete Ltd, Brett Drive, BEXHILL-ON-SEA, East Sussex, TN40 2JP, Part B - Mineral Industry Sector, Reference: P2/2, Status: Permitted, Positional Accuracy: Manually positioned to the address or location, Contact Ref: 2	7	0-250m	E
H2o Linen Services, 7a Brett Drive, Bexhill-On-Sea, Part B - Other Industries, Reference: P1/3, Status: Permitted, Positional Accuracy: Manually positioned to the address or location, Contact Ref: 2	8	0-250m	NE

Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
Southern Water Services Ltd (S), Galley Hill Wwps, Galley Hill, De La Warr Parade, Bexhill, E Sussex, Sewerage Discharge, Reference: A00741, Version: 1, Status: New Consent (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	9	0-250m	SE
Southern Water Services Ltd (S), Bulverhythe Tower Sewage Outfall, Bulverhythe East Sussex, Sewage Discharge, Reference: D00047, Version: 1, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 100m, Contact Ref: 4	10	0-250m	S
Southern Water Services Ltd (S), Galley Hill Tanks (New) Cso, Galley Hill, De La Warr Parade, Bexhill, E Sx, Sewerage Discharge, Reference: A00740, Version: 1, Status: New Consent (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 100m, Contact Ref: 4	11	0-250m	SE
Southern Water Services Ltd (S), Galley Hill Tanks (New) Cso, Galley Hill, De La Warr Parade, Bexhill, E Sx, Sewerage Discharge, Reference: A00740, Version: 2, Status: Modified (Water Resources Act 1991, Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	12	0-250m	S

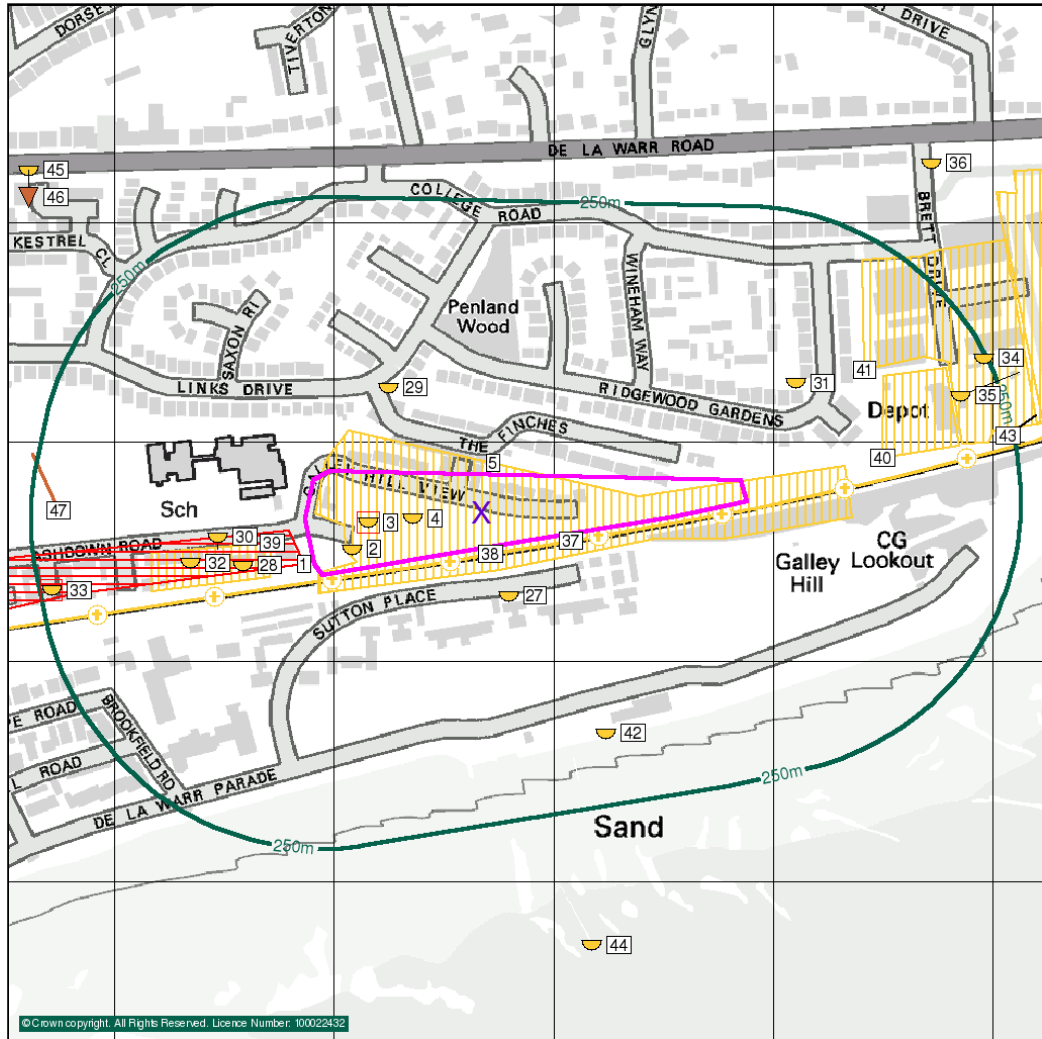
Sources	Ref No.	Search Buffer	Direction
Discharge Consents			
Discharge Consents			
Southern Water Services Ltd (S), Galley Hill Wwps, Galley Hill, De La Warr Parade, Bexhill, E Sussex, Sewerage Discharge, Reference: A00741, Version: 2, Status: Modified (Water Resources Act 1991, Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	12	0-250m	S
Southern Water Services Ltd (S), Galley Hill Wwp, Bexhill Galleyhill Wwp, Galley Hill, De La Warr Parade, Bexhill, East Sussex, Tn40 1hb, Sewage Discharge, Reference: A00741, Version: 3, Status: Modified (Water Resources Act 1991, Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	12	0-250m	S
Southern Water Services Ltd (S), Galley Hill Tanks (New) Cso, Galley Hill, De La Warr Parade, Bexhill, E Sx, Sewerage Discharge, Reference: A00740, Version: 3, Status: Modified (Water Resources Act 1991, Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	12	0-250m	S
Southern Water Services Ltd (S), Galley Hill Sewage Outfall, Bexhill, East Sussex, Sewerage Discharge, Reference: D00046, Version: 2, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	13	250-500m	S
Southern Water Services Ltd (S), Galley Hill Sewage Outfall, Bexhill, East Sussex, Sewage Discharge, Reference: D00046, Version: 2, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	13	250-500m	S
Southern Water Services Ltd (S), Galley Hill Sewage Outfall, Bexhill, East Sussex, Sewage Discharge, Reference: D00046, Version: 1, Status: Post National Rivers Authority Legislation where issue date > 31/08/1989, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 4	13	250-500m	S

Storage of Hazardous Substances	Ref No.	Search Buffer	Direction
Planning Hazardous Substance Consents			
Redland Bricks Ltd, Ashdown Road, Bexhill On Sea, East Sussex, Tn40 1sf, Storage of Flammable Substances, Reference: RR/92/1725/HS, Status: Application revoked or cancelled, Cancelled, Positional Accuracy: Manually positioned to the road within the address or location, Contact Ref: 3	14	0-250m	W

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Industrial Refinishers (Hastings), 85, Ashdown Road, Bexhill-on-Sea, East Sussex, TN40 1SF, Spraying - Paint & Coatings, Status: Inactive, Positional Accuracy: Automatically positioned to the address	15	0-250m	W

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
Masterspray, 85, Ashdown Road, Bexhill-on-Sea, East Sussex, TN40 1SF, Car Body Repairs, Status: Active, Positional Accuracy: Automatically positioned to the address	15	0-250m	W
Prospect Lenses Ltd, Town Hall Square, Bexhill-on-Sea, East Sussex, TN40 1QG, Optical Goods - Manufacturers, Status: Active, Positional Accuracy: Manually positioned within the geographical locality	16	0-250m	NW
Currys, 6, Ravenside Retail & Leisure Park, Bexhill-on-Sea, East Sussex, TN40 2JS, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Active, Positional Accuracy: Automatically positioned to the address	17	0-250m	E
Novamere, Unit 2 3 Brett Dr, Bexhill On Sea, East Sussex, TN40 2JP, Tyre Manufacturers & Distributors, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	18	0-250m	NE
Brett Concrete Ltd, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Concrete & Mortar Ready Mixed, Status: Active, Positional Accuracy: Automatically positioned to the address	19	0-250m	E
H2o Linen Services, 7a, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Laundries & Launderettes, Status: Active, Positional Accuracy: Automatically positioned to the address	20	0-250m	NE
Armson Ltd, 8b, Brett Drive, BEXHILL-ON-SEA, East Sussex, TN40 2JP, Optical Goods - Manufacturers, Status: Active, Positional Accuracy: Manually positioned to the road within the address or location	21	250-500m	NE
S O L Group Ltd, Brett Dr, Bexhill On Sea, East Sussex, TN40 2JP, Engineers - General, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	21	250-500m	NE
S Paine, Unit 4,3 Brett Dr, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Body Repairs, Status: Active, Positional Accuracy: Manually positioned to the address or location	22	250-500m	E
Brett Drive Car Sales, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Dealers - Used, Status: Active, Positional Accuracy: Manually positioned to the address or location	22	250-500m	E
Elite Body Shop Ltd, Unit 4, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Body Repairs, Status: Active, Positional Accuracy: Automatically positioned to the address	22	250-500m	E
Bexhill Body Craft, Unit 4, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Body Repairs, Status: Inactive, Positional Accuracy: Automatically positioned to the address	22	250-500m	E
Mc Auto Repairs, Unit 3, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Garage Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	22	250-500m	E
B & M Cars, Unit 3, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Dealers - Used, Status: Inactive, Positional Accuracy: Automatically positioned to the address	22	250-500m	E
Walbrin, Unit 3, 3, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, Car Body Repairs, Status: Inactive, Positional Accuracy: Automatically positioned to the address	22	250-500m	E
Das Engineering, Brett Dr, Bexhill-on-Sea, East Sussex, TN40 2JP, Engineering Services, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	21	250-500m	NE

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
River Windows Ltd, 8b, Brett Drive, Bexhill-on-Sea, East Sussex, TN40 2JP, PVC-U Products - Manufacturers & Suppliers, Status: Active, Positional Accuracy: Automatically positioned to the address	23	250-500m	NE
M K Motor Services, Unit 2,3 Brett Dr, Bexhill-on-Sea, East Sussex, TN40 2JP, Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	23	250-500m	NE
Uk Blinds Direct, 136, De la Warr Road, Bexhill-on-Sea, East Sussex, TN40 2JL, Blinds, Awnings & Canopies, Status: Active, Positional Accuracy: Automatically positioned to the address	24	250-500m	NE
Angels Mot & Service Centre Ltd, 8a, Brett Drive, Bexhill-on-sea, East Sussex, TN40 2JP, Mot Testing Centres, Status: Active, Positional Accuracy: Automatically positioned to the address	23	250-500m	NE
Assured Cleaning, Flat 9, Beaulieu Court, 133-135, De la Warr Road, Bexhill-on-Sea, East Sussex, TN40 2JJ, Cleaning Services - Domestic, Status: Active, Positional Accuracy: Automatically positioned to the address	25	250-500m	NE
Comet Group Plc, 7, Ravenside Retail & Leisure Park, Bexhill-on-Sea, East Sussex, TN40 2JS, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	NE
Rother Fixings, 32, Dorset Road, Bexhill-on-Sea, East Sussex, TN40 1SH, Fasteners & Fixing Devices, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Adm Domestics, 75, Dorset Road, Bexhill-on-Sea, East Sussex, TN40 1SQ, Washing Machines - Servicing & Repairs, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	NW
Bexhill Motoring Centre, 21-23, Dorset Road, Bexhill-on-Sea, East Sussex, TN40 1SH, Car Dealers - Used, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Metal Works, Unit 4 Railway Mews, Dorset Road South, Bexhill On Sea, East Sussex, TN40 1NZ, Wrought Ironwork, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	-	250-500m	SW
Bexhill Car Care, 21-23, Dorset Road, Bexhill-on-Sea, East Sussex, TN40 1SH, Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Fuel Station Entries			
Q8 Bexhill, Dorset Road, BEXHILL-ON-SEA, East Sussex, TN40 1SH, Fuel Station, Status: Obsolete, Positional Accuracy: Approximate location provided by supplier,	26	0-250m	NW



General	Potentially Contaminative Use	Potentially Infilled Land
Site Boundary	Point Feature	Point Feature (High Risk)
Search Buffer	Area Feature	Area Feature (High Risk)
Bearing Reference Point	Line Feature	Line Feature (High Risk)
Reference Number	Area Feature (High Risk)	Area Feature (High Risk)
	Line Feature (High Risk)	Line Feature (High Risk)

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Electrical Sub Station Facilities, Date of Mapping: 1987 Scale of Mapping: 1:1,250,	2	On Site	W
Tanks, Date of Mapping: 1953 Scale of Mapping: 1:1,250,	3	On Site	W
Oil Industry Facilities, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	3	On Site	W
Tanks, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	4	On Site	W
Tanks, Date of Mapping: 1954 Scale of Mapping: 1:2,500,	3	On Site	W
Electrical Sub Station Facilities, Date of Mapping: 1978 Scale of Mapping: 1:1,250,	27	0-250m	S
Electrical Sub Station Facilities, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	28	0-250m	W
Electrical Sub Station Facilities, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	29	0-250m	NW
Electrical Sub Station Facilities, Date of Mapping: 1972 - 1987 Scale of Mapping: 1:1,250,	30	0-250m	W
Electrical Sub Station Facilities, Date of Mapping: 1978 Scale of Mapping: 1:1,250,	31	0-250m	E
Electricity Industry Facilities, Date of Mapping: 1972 Scale of Mapping: 1:1,250,	32	0-250m	W
Gas Industry Facilities, Date of Mapping: 1954 Scale of Mapping: 1:2,500,	33	0-250m	W
Gas Industry Facilities, Date of Mapping: 1953 Scale of Mapping: 1:1,250,	33	0-250m	W
Tanks, Date of Mapping: 1978 Scale of Mapping: 1:1,250,	34	0-250m	E
Tanks, Date of Mapping: 1973 Scale of Mapping: 1:1,250,	35	250-500m	E
Gas Industry Facilities, Date of Mapping: 1972 Scale of Mapping: 1:1,250,	-	250-500m	W
Electrical Sub Station Facilities, Date of Mapping: 1978 Scale of Mapping: 1:1,250,	36	250-500m	NE
Gas Monitoring Facilities, Date of Mapping: 1974 Scale of Mapping: 1:1,250,	-	250-500m	W
Gas Industry Facilities, Date of Mapping: 1974 Scale of Mapping: 1:1,250,	-	250-500m	W
Electrical Sub Station Facilities, Date of Mapping: 1974 Scale of Mapping: 1:1,250,	-	250-500m	W
Electrical Sub Station Facilities, Date of Mapping: 1970 Scale of Mapping: 1:1,250,	-	250-500m	NW
Gas Monitoring Facilities, Date of Mapping: 1973 Scale of Mapping: 1:1,250,	-	250-500m	NE
Potential Tanks, Date of Mapping: 1954 - 1974 Scale of Mapping: 1:1,250,	-	250-500m	W
Potential Tanks, Date of Mapping: 1955 Scale of Mapping: 1:2,500,	-	250-500m	W
Electrical Sub Station Facilities, Date of Mapping: 1974 Scale of Mapping: 1:1,250,	-	250-500m	W
Electrical Sub Station Facilities, Date of Mapping: 1970 Scale of Mapping: 1:2,500,	-	250-500m	NE

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Potentially Contaminative Industrial Uses (Past Land Use)			
Railways, Date of Mapping: 1910 - 1989	5	On Site	N
Railways, Date of Mapping: 1878 - 1989	37	0-250m	E
Railways, Date of Mapping: 1878 - 1989	38	0-250m	S
Gas manufacture & distribution, Date of Mapping: 1899 - 1962	1	0-250m	W
Factory or works - use not specified, Date of Mapping: 1962	39	0-250m	W
Road haulage, Date of Mapping: 1989	40	0-250m	E
Factory or works - use not specified, Date of Mapping: 1989	41	0-250m	E
Military Land, Date of Mapping: 1878	42	0-250m	SE
Factory or works - use not specified, Date of Mapping: 1910 - 1962	43	250-500m	E
Outfalls, Date of Mapping: 1962 - 1989	44	250-500m	S
Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1899	45	250-500m	NW

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Non-Water)			
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1989	46	250-500m	NW
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1899	47	0-250m	W
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1962	-	250-500m	E
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1878	-	250-500m	W

Map Details

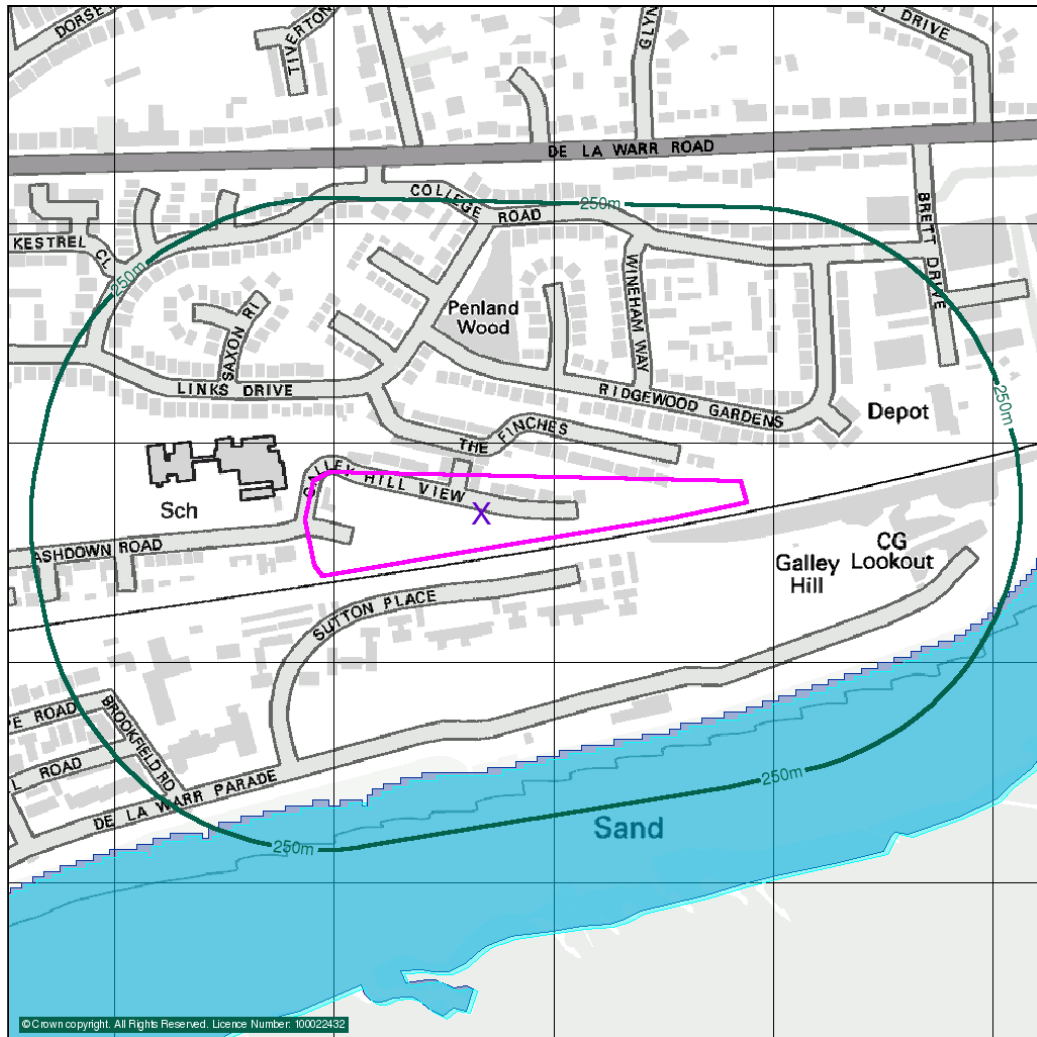
The following maps have been analysed for Historical Tanks and Energy Facilities

1:1,250	Mapsheet	Published
Ordnance Survey Plan	TQ7507NE	1953
Ordnance Survey Plan	TQ7507NW	1953
Ordnance Survey Plan	TQ7507NW	1972
Ordnance Survey Plan	TQ7507NE	1978
Ordnance Survey Plan	TQ7507NW	1987
1:2,500	Mapsheet	Published
Ordnance Survey Plan	TQ7507	1954

The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information

1:10,000	Mapsheet	Published
Ordnance Survey Plan	TQ70NE	1989
1:10,560	Mapsheet	Published
Sussex	070_00	1878
Sussex	070_NE	1899
Sussex	070_NE	1910
Sussex	070_NE	1938
Ordnance Survey Plan	TQ70NE	1962

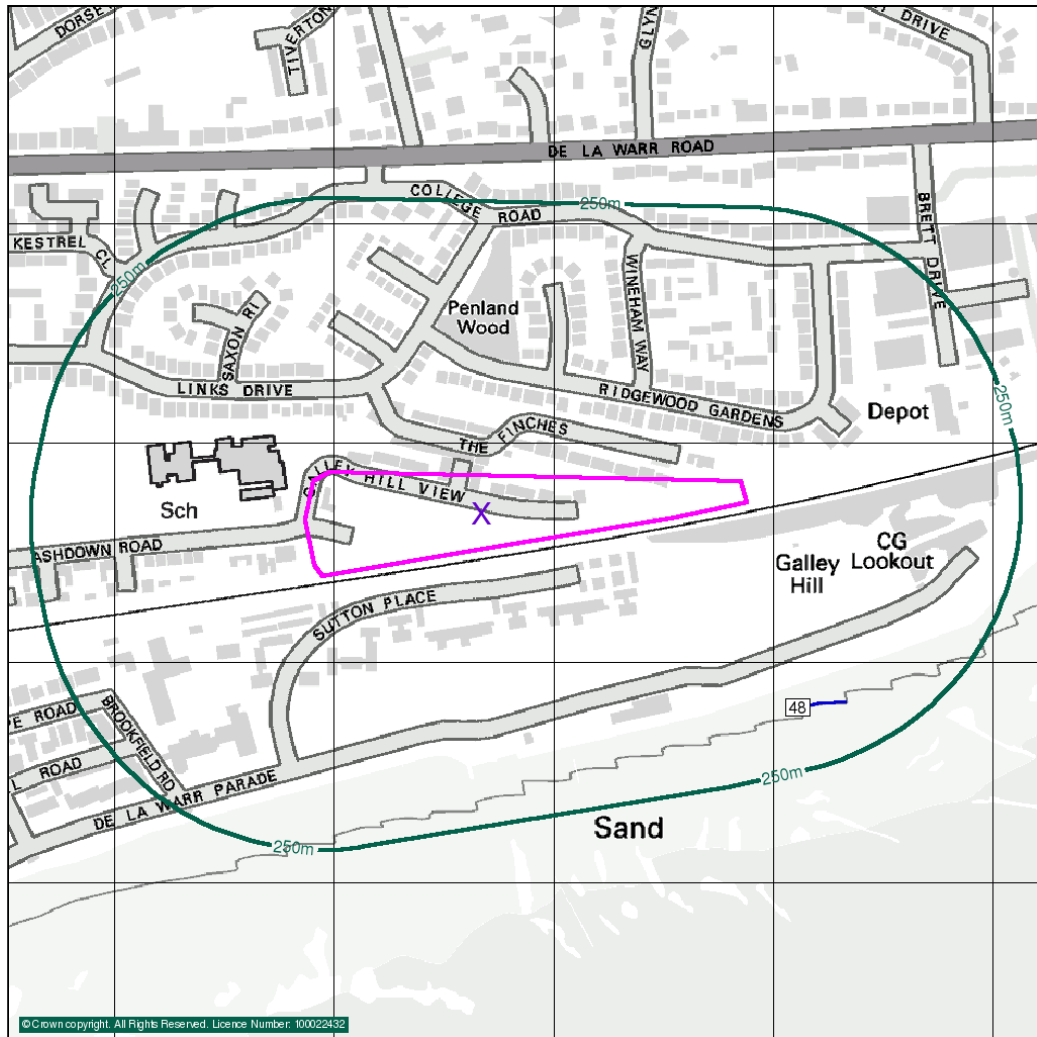
Flood Map



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General		Area of Floodplain	
Site Boundary	Areas Benefiting from Flood Defences	Extreme Flooding from Rivers or Sea without Defences (Zone 2)	Flooding from Rivers or Sea without Defences (Zone 3)
Search Buffer	Flood Water Storage Areas	Flooding from Rivers or Sea without Defences (Zone 3)	
Bearing Reference Point	Flood Defences		
Reference Number			

Sensitivity Map



General	Environmentally Sensitive Land Use	Protected Countryside Areas
Site Boundary	Area of Outstanding Natural Beauty	Site of Special Scientific Interest
Search Buffer	Environmentally Sensitive Area	Special Area of Conservation
Bearing Reference Point	Local Nature Reserve	Special Protection Area
Reference Number	Marine Nature Reserve	Nearest Surface Water Feature
	National Nature Reserve	Water Abstractions
	Ramsar Site	Forest Park
		National Park
		National Scenic Area

Pathways and Receptors	Ref No.	Search Buffer	Direction
Pathways			
Groundwater Vulnerability			
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Scale: 1:100,000, Map Name: Sheet 46 East Sussex, Contact Ref: 4	-	On Site	S
Drift Deposits			
None	-		-
Extreme Flooding from Rivers or Sea without Defences			
Flood Plain Type: Tidal, Contact Ref: 4	-	0-250m	S
Flooding from Rivers or Sea without Defences			
Flood Plain Type: Tidal, Contact Ref: 4	-	0-250m	S
Areas Benefiting from Flood Defences			
None	-		-
Flood Water Storage Areas			
None	-		-
Flood Defences			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Nearest Surface Water Feature			
Distance: 193m	48	0-250m	SE

Other Factors	Search Buffer	Direction
Geological		
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may not be affected by Coal Mining		-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 5	On Site	W
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 5	On Site	W
Potential for Collapsible Ground Stability Hazards		
No Hazard		-
Potential for Compressible Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 5	On Site	S
Hazard Potential: Moderate Contact Ref: 5	0-250m	S
Potential for Ground Dissolution Stability Hazards		
No Hazard		-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 5	On Site	SE
Hazard Potential: Moderate Contact Ref: 5	0-250m	SE
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 5	On Site	S
Hazard Potential: Moderate Contact Ref: 5	0-250m	S
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 5	On Site	SE
Hazard Potential: Very Low Contact Ref: 5	0-250m	SE
Shallow Mining Hazards		
Hazard Potential: Low Contact Ref: 5	On Site	S

Registered Landfill Sites

At present no complete national data set exists for landfill site boundaries, therefore a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

Mining Instability Data

The Mining Instability data was obtained on Licence from Ove Arup + Partners Limited (for further information, contact mining.review@arup.com). No reproduction or further use of such data is to be made without the prior written consent of Ove Arup + Partners Limited. The information and data supplied in the Product are derived from publicly available records and other third party sources and neither Ove Arup + Partners nor Landmark warrant the accuracy or completeness of such information or data.

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The Sitecheck Assess User guide is available free of charge from our website www.sitecheck.co.uk

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Contact Names and Addresses**1 East Sussex County Council Waste Management Group**

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Lewes
East Sussex
BN7 1UE

Telephone 01273 481000

www.eastsussexcc.gov.uk

2 Rother District Council Environmental Health Department

14 Beeching Road
Bexhill-on-sea
East Sussex
TN39 3LG

Telephone 01424 787878
Fax 01424 217869

www.rother.gov.uk

3 Rother District Council

Town Hall
Town Hall Square
Bexhill-on-Sea
East Sussex
TN39 3JX

Telephone 01424 787878
Fax 01424 217869

www.rother.gov.uk

4 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

enquiries@environment-agency.gov.uk

Please note that the Environment Agency/SEPA have a charging policy in place for enquiries.

5 British Geological Survey Enquiry Service

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

enquiries@bgs.ac.uk
www.bgs.ac.uk

Other Contacts**Institution of Civil Engineering Surveyors**

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Cheshire
WA14 1PF

Telephone 0161 928 8074

www.ices.org.uk/ices.asp

The Association of Geotechnical and Geoenvironmental Specialists

Foreham Street
83 Copers
Cope Road
Beckenham
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BR3 1NR

Telephone 020 86588212

www.ags.org.uk/

The Environmental Auditors Registration Association

Welton House
Limekiln Way
Lincoln
LN2 4US

Telephone 01522 540069

www.greenchannel.com/iea/earahome.htm

The Environmental Industries Commission

45 Weymouth Street
London
W1N 3LD

Telephone 020 79351675

www.eic-uk.co.uk/

The Institution of Civil Engineers

One Great George Street
Westminster
LONDON
SW1P 3AA

Telephone 0207 222 7722
Fax 0207 222 7500

www.ice.org.uk

The Royal Institution of Chartered Surveyors

12 Great George Street
Parliament Square
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SW1P 3AD

Telephone 020 7222 7000

www.rics.org.uk/

Wilbourn Associates

30 Jessops Riverside
800 Brightside Lane
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www.environmental-surveyors.com

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- c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
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 - iii. any person who provides funding secured on the whole of the Property Site,
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 - v. any person who acts for You in a professional or commercial capacity; and
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- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
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- ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
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- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

5. Termination

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

6. Liability

- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.0 below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark.
- e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.
- f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
 - i. Subject to clause 6.0 below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
 - ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
 - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

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

7. Contribution

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

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

- Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
- Any condition which is caused by acts of War or an Act of Terrorism.
- Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.
- Any fines liquidated damages punitive or exemplary damages.
- Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.
- Any financial loss in respect of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.
- Any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
 - e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
 - f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
 - g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
 - h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
 - i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.

8. Events Beyond Our Control

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

9. Severability

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

10. Governing Law

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

11. General: Complaints

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