



Residential

Environment Report

Hardman Wood, Blackburn

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Blackburn

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Client Ref: EP/SL/LOFTHOUSE

STL Reference: 1160782

Received Date: 18/08/2011

Property:

LAND AT THE BOWLING GREEN, BROCKHALL VILLAGE, OLD
LANGHO, BLACKBURN , BB6 8BL

Name and Address of Data Source:

Landmark Information Group Ltd
The Smith Centre, Fairmile, Henley-on- Thames, Oxon, RG9 6AB

32013 03237



This search complies with the requirements of the Search Code, further details of which can be found at www.pccb.org.uk.

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STL Group plc

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Certificate

This Certificate is issued in respect of the Homecheck Professional Environmental Report 35793458_1 dated 18/08/2011 for the property described as:

**Land at the Bowling Green
Brockhall Village
Old Langho
BLACKBURN
BB6 8BL**

Your Reference: 1160782_HCP

Contaminated Land Assessment

RPS certifies that the level of environmental risk identified in the Homecheck Professional Environmental Report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Lending Assessment

As the subject property has received a Certificate, it is the opinion of RPS that "contaminated land" issues should not have a significant impact on the security of the property for normal lending purposes.

Completed by:
RPS Environmental Risk Team



Dated 18 August 2011

This Certificate is based only on the information relating to historical land uses as shown by data sources collected by Sitescope Ltd and stated within the Homecheck Professional Environmental Report. This Certificate should be read in conjunction with both that Report and the Guide to the RPS Environmental Risk Certificate provided with this Certificate. No physical inspection of the Property has been carried out. This Certificate is subject to our prevailing terms of business as set out in the document entitled Sitescope Terms and Conditions.

Guide to the RPS Environmental Risk Certificate

1 Purpose of the Certificate

The purpose of the RPS Environmental Certificate is to assist the conveyancer in assessing the implications of the environmental risks identified in the Homecheck Professional Environmental Report and their possible impact on the security of the property for normal lending purposes. Such risks are identified from eleven key recorded environmental datasets which on their own or in combination and subject to their proximity to the subject site could lead to the property being described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Under this legislation Local Authorities have a duty placed on them to identify land within their Borough, which falls within the statutory definition of being "contaminated land". Where land is identified as being "contaminated land", the Local Authority (or the Environment Agency in certain circumstances) must ensure that the site is remediated to ensure that the land is safe for its current usage.

For a site to be identified as "contaminated land" there must be a source of contamination that can find a pathway to affect the underlying groundwater, watercourse, people, building materials, or the natural environment (the receptor) AND be causing significant harm or likely to cause significant harm to the receptor. That is: for land to officially be deemed "contaminated land" a linkage must exist between the source, the pathway and the receptor. If any one of these is absent, then it cannot be classed as contaminated land under the Part IIA guidance. Each Local Authority has a contaminated land inspection strategy which explains the process they will be following.

2 Lending Assessment

In addition to the Certificate and to add further clarification to the result of the report, RPS provide an Opinion on whether the potential risk associated with the likelihood of the property being defined as "contaminated land" will have a significant impact on the security of the property for normal lending purposes.

3 Review Procedure

Where a sufficient level of potential risk has been identified within the report such that the property does not immediately receive a Certificate, the report is automatically forwarded to RPS for manual review by a qualified environmental consultant. The outcome of the manual review will either be a Certificate (in the majority of cases) or a detailed report on the outstanding matters that require further information to be obtained and other actions that may be necessary. Where a Certificate is not issued after a review, this does not necessarily mean there is a likelihood of contamination but that further information/action is required before a Certificate can be issued. The review will normally be completed within 2 working days. There is then the choice of instructing RPS to assist and carry out this further investigation or sourcing the information independently and forwarding it to RPS for further review.

The Certificate is based solely on the 11 key recorded environmental datasets defined below and as detailed in the Homecheck Professional Environmental Report and is NOT based on any physical inspection of the site or condition of the land. Whilst Sitescope uses the best available public sources of information to identify possible risks and sources of land use, Sitescope does not warrant that all potentially contaminative land uses or features whether past or current will be identified in the Homecheck Professional Environmental Report using these sources. Where sufficient risk is identified in the Homecheck Professional Environmental Report it does not necessarily mean that a property will be designated as contaminated land or a special site. It is the duty of the Local Authority to inspect the land in its area to determine if it meets the definition of contaminated land (as mentioned in Section 1 above). Until such investigations have taken place it will not be possible to confirm whether the site is likely to be designated as contaminated.

Under Part IIA of the Environmental Protection Act 1990, Local Authorities have a duty to inspect their land from time to time. This means that they may gather information at a later date, which may lead them to alter their decision on whether the land can be classed as contaminated. We recommend that for additional protection insurance cover be obtained. Please contact the Homecheck Professional Environmental Helpline (0844 844 9966) for further details on Land Insurance.



Map Legend

— 250m — Search Band

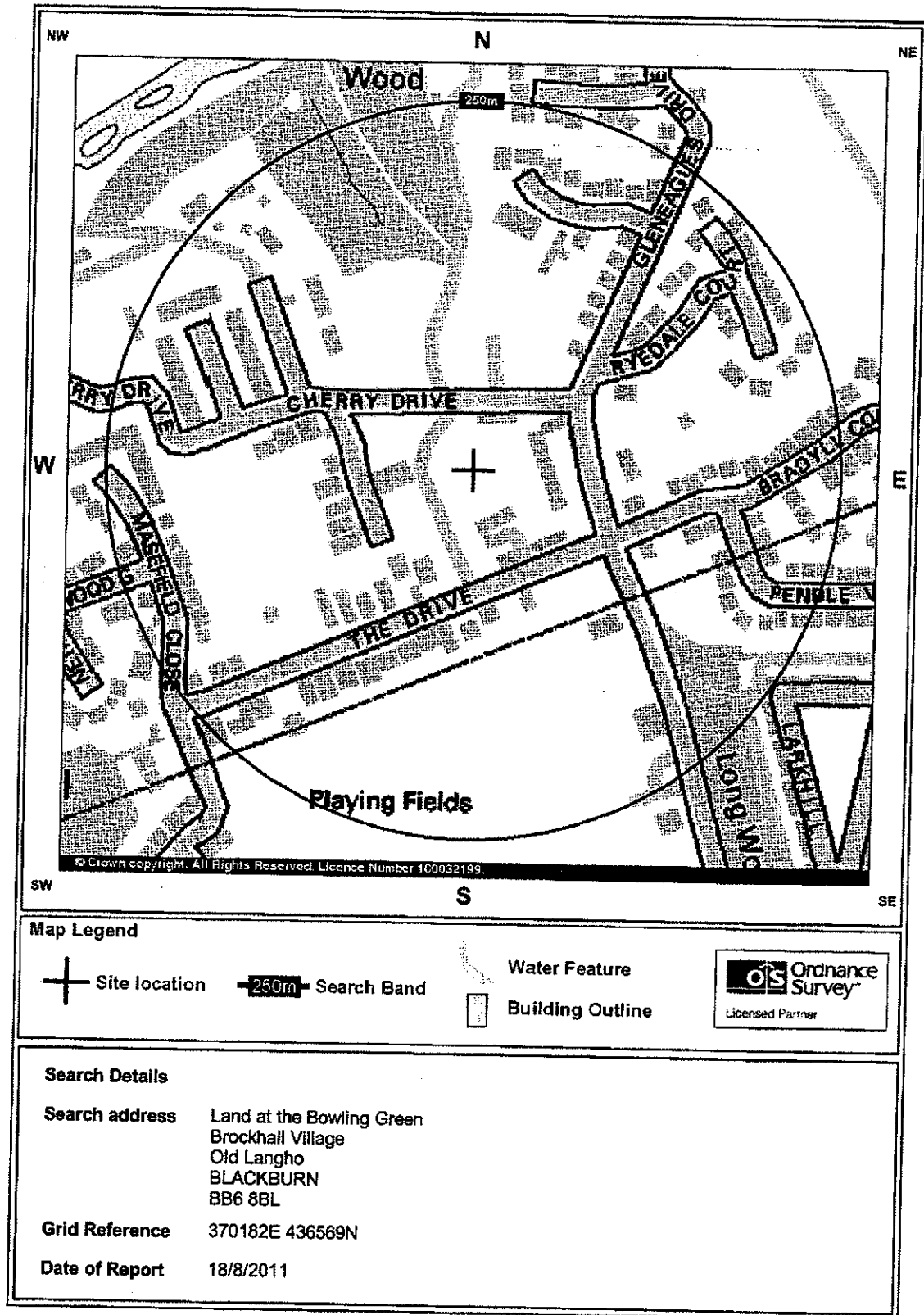
Image Resolution: 50cm

Search Details

Search address Land at the Bowling Green
Brockhall Village
Old Langho
BLACKBURN
BB6 8BL

Grid Reference 370182E 436569N

Date of Report 18/8/2011





Section A - Statutory Registers

LANDFILL AND WASTE

Local Authority Landfill Sites

A.1.1 Are there any Local Authority recorded landfill sites?

Are there any Local Authority recorded landfill sites? The following list shows if local authorities covering the area of search have made landfill data available.

within 0 - 250 metres? No

within 251 - 500 metres? No

Lancashire County Council - Had landfill data but passed it to the relevant environment agency
Ribbles Valley Borough Council - Had landfill data but passed it to the relevant environment agency

Please refer to the Contacts section for contact information.

Landfill Sites

A.1.2 Are there any landfill sites or waste management facilities licensed by the environment Agency under Part II of Environmental Protection Act 1990 or any BGS Recorded Landfill sites?

within 0 - 250 metres? No

within 251 - 500 metres? No

Waste Transfer

A.2 Are there any Waste Transfer Sites (including scrapyards) licensed by the environment Agency under Part II of Environmental Protection Act 1990?

within 0 - 250 metres? No

within 251 - 500 metres? No

Waste Treatment and Disposal

A.3 Are there any other sites licensed by the environment Agency under Part II of Environmental Protection Act 1990 to treat, keep or dispose of controlled waste?

within 0 - 250 metres? No

within 251 - 500 metres? No

REGULATED INDUSTRIES

Integrated Pollution Control (IPC) Regulations

A.4 Are there sites authorised under Part 1 of the Environmental Protection Act 1990 or the Pollution Prevention and Control (England and Wales) Regulations 2000 to carry out processes subject to Integrated Pollution Control (IPC) or Integrated Pollution Prevention and Control (IPPC)?

within 0 - 250 metres? No

within 251 - 500 metres? No

Radioactive Substances

A.5 Are there any sites registered by environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials?

within 0 - 250 metres? No

within 251 - 500 metres? No

Storage of Hazardous Substances

A.6 Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990?

within 0 - 250 metres? No

within 251 - 500 metres? No



Storage of Dangerous Substances

- | | | |
|---|--------------------------|----|
| A.7 Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the Notification of Installations Handling Hazardous Substances (NIHHS) Regulations 1982? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | No |

Control of Major Accident Hazards

- | | | |
|---|--------------------------|----|
| A.8 Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | No |

AIR

Emissions to Air

- | | | |
|--|--------------------------|-----|
| A.9 Are there any sites subject to Local Authority Pollution Prevention and Control (LAPPC) under Part I of the Environmental Protection Act 1990 or the Pollution Prevention Control Act 1999? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | Yes |

Please refer to the Additional Information section for details of records found.

DISCHARGE LICENCES

Discharges to Water

- | | | |
|--|--------------------------|----|
| A.10 Are there any authorisations issued by the environment Agency (and its predecessor, the National Rivers Authority) to discharge to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | No |

CONTAMINATED LAND REGISTER

Contaminated Land Register Entries and Notices

- | | | |
|---|--------------------------|----|
| A.11 Are there any Contaminated Land Register Entries and Notices from the Local Authority as defined by 78(A) 2 of Part IIA of the Environmental Protection Act 1990? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | No |

CONTRAVENTIONS

Contraventions

- | | | |
|---|--------------------------|----|
| A.12 Are there any records of any enforcements, prohibitions, or prosecutions relating to questions in Section A or any Substantiated Pollution Incidents? | within 0 - 250 metres? | No |
| | within 251 - 500 metres? | No |



Footnotes:

Question A.1 The Landfill Sites and Licensed Waste Management Facilities have been provided by the relevant environment agency or Local Authority (where available). 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. For Registered Landfill Sites, where the positional accuracy of the site is unclear, a "buffer" is constructed around the point to warn of the possible presence of landfill.

Question A.2. The Waste Transfer Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.3. The Waste Treatment and Disposal Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.6 The response to this question is based on data supplied by Local Planning Authorities.

Question A.10 The response to this question is based on details of consents issued by the relevant environment Agency to discharge to the watercourse.

Question A.11 The contaminated land regulations, enacted in 2000, give effect to relevant sections of the Environmental Protection Act (1990) in regards to contaminated land. There are three sets of regulations that relate to England, Scotland and Wales. They are Contaminated Land (England) Regulations 2000 (SSI227), Contaminated Land (Scotland) Regulations 2000 (SI 178), and Contaminated Land (Wales) Regulations 2001 (WSI 2197) respectively. There is also statutory guidance that complements the regulations. The regulations give power to define special sites, contaminated land and to remediate any land defined as contaminated as well as exclude and apportion liability for remediation.



Section B - Site History

LAND USE

Past Industrial Land Use

- B.1 Are there any Industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps? within 0 - 250 metres? Yes
Please refer to the Additional Information section for details of records found.

Current Industrial Land Use

- B.2 Are there any Industrial sites (indicating potentially contaminative land use) in Trade Listings? within 0 - 250 metres? Yes
Please refer to the Additional Information section for details of records found.

Footnotes:

Question B.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses or potential infilling of land which may have been carried out at a particular location.

The Historical Industrial Land Use data used in this reply is the result of a systematic analysis of 1:10,560 scale Ordnance Survey maps dating from the 1880s, as well as selected 1:10,000 scale Ordnance Survey National Grid Series.

Evidence of past potential contamination and potentially infilled land is drawn from a series of up to six historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

In addition, evidence of Historical Tanks and Energy Facilities has been identified from the location of text on 1:2,500 and 1:1,250 historical Ordnance Survey maps covering a period from 1943-1996.

Question B.2 The reply to this question is based on contaminative industrial uses identified from current published trade directories.



Section C - Mining and Radon

MINING

Coal Mining Areas

- C.1 Is the property in a coal mining area or in an area (without past or present, deep or open-cast, coal mining activity) in which coal bearing strata are known or expected to be present? No

RADON AND RADON PROTECTION MEASURES

Radon Affected Area

- C.2 Is the property in a radon-affected area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the action level? Less than 1% of homes are above the Action Level
- Whether or not a home actually has a basic or high radon concentration can only be established by having the building tested. The HPA provides a radon testing service, please refer to the Contacts section of this report.

Radon Protection Measures

- C.3 Is the property in an area where radon protection measures are required for new properties or extensions to existing ones? No radon protective measures are necessary

Footnotes:

Question C.1 The reply to this question indicates whether it is advisable to obtain a coal mining search from the Coal Authority.

Question C.2 The HPA recommends an 'Action Level' of 200 Becquerels per cubic metre. Areas are defined as radon-affected for existing dwellings where there is 1% chance or more of a house having a radon concentration at or above the Action Level.

Question C.3 In areas with 3% chance or more of a house having a radon concentration at or above the Action Level in England, and 1% or more in Scotland, protective measures need to be installed in new buildings and extensions to existing buildings. These areas are estimated through a combined analysis of geological data from the British Geological Survey (BGS) and measurement data from the Health Protection Agency (HPA). This forms the basis for the Building Research Establishment guidance on radon protective measures for new buildings (BR211, 2007) in England, and the Radon: Guidance on protective measures for new dwellings in Scotland (BR376, 1999).



Section D - Flooding

FLOODING

Defended Flood

- D.1.1** Is the property in or within 250m of an area potentially affected by flooding; taking flood defences into account? **No**

Undefended Flood

- D.1.2** Is the property in or within 250m of an area potentially affected by flooding, assuming the absence of flood defences? **No**

Pluvial Flood

- D.1.3** Is the property in or within 250m of an area at potential risk of surface water flooding? **Yes**

Tidal Flood

- D.1.4** The property is not within an area of potential tidal flooding.

Footnotes:

Question D.1 RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. It is provided "AS IS", without any warranty of any kind. The information provided is not intended to constitute professional advice or an endorsement by RMS of any kind regarding the use and suitability of the information. You rely on this information solely at your own risk. RMS shall not be liable for any damages (whether direct or consequential damages, including loss of profits) suffered by any recipient of this report or any third party relying upon or using this report. Please refer to the report user guide for further information

Question D.1.1 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood defences in this model are assumed to withstand the flood heights for which they were designed. For further information you should consider purchasing the Homecheck Professional Flood Report.

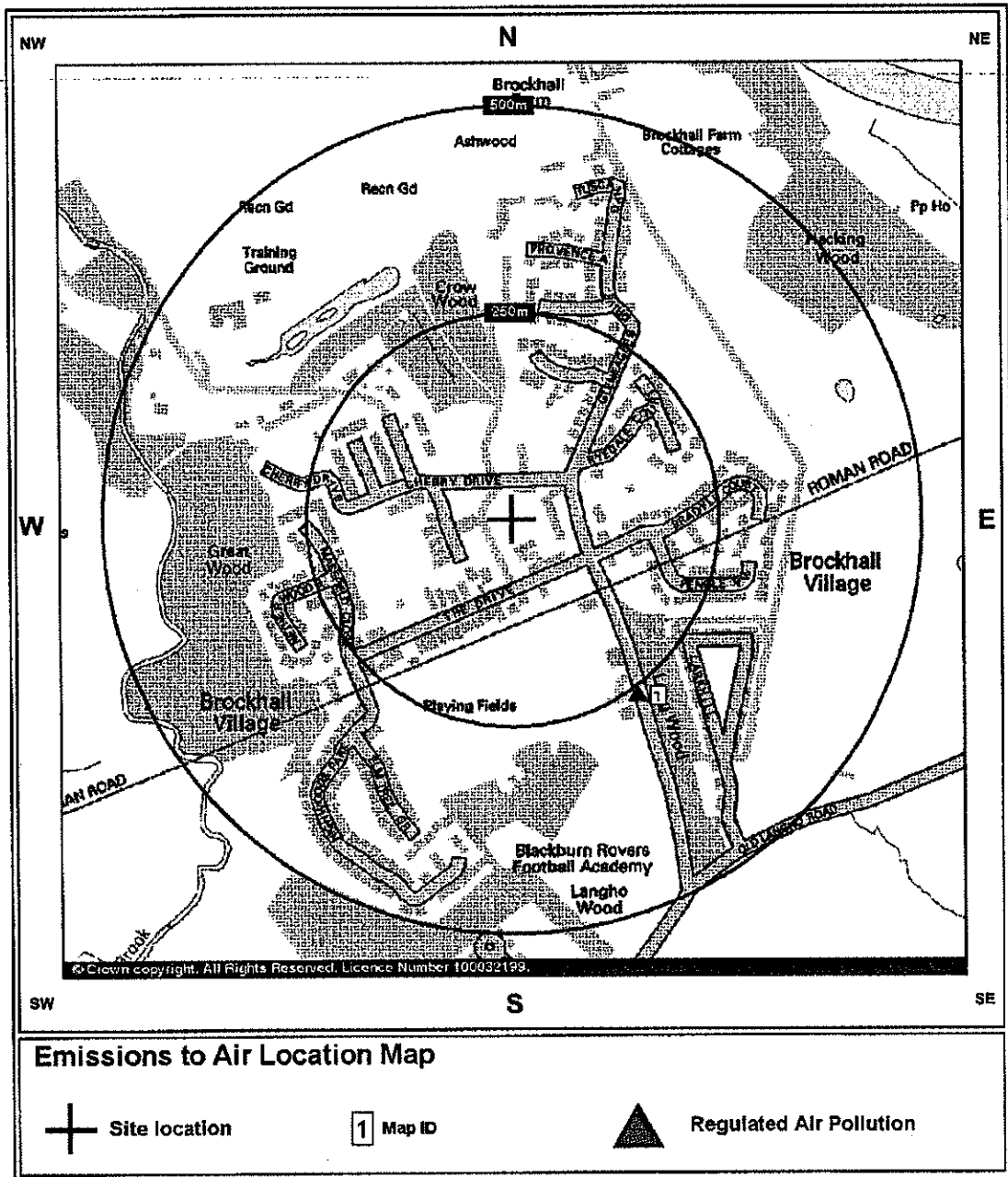
Question D.1.2 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. This model assumes that no flood defences are present, representing the possible outcome if defences fail earlier than designed. For further information you should consider purchasing the Homecheck Professional Flood Report.

Question D.1.3 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Surface water flooding is due to flooding from minor rivers, water flowing across the ground or raised groundwater levels. For further information you should consider purchasing the Homecheck Professional Flood Report.

Question D.1.4 Where the property is in or within 250m of an area of potential tidal flooding we report the overall flood risk for that property as generated by Aviva. For further information you should consider purchasing the Homecheck Professional Flood Report.

Section A - Statutory Registers

A.9 - Emissions to Air - Records within 0 - 500m





Environmental Report

Additional Information

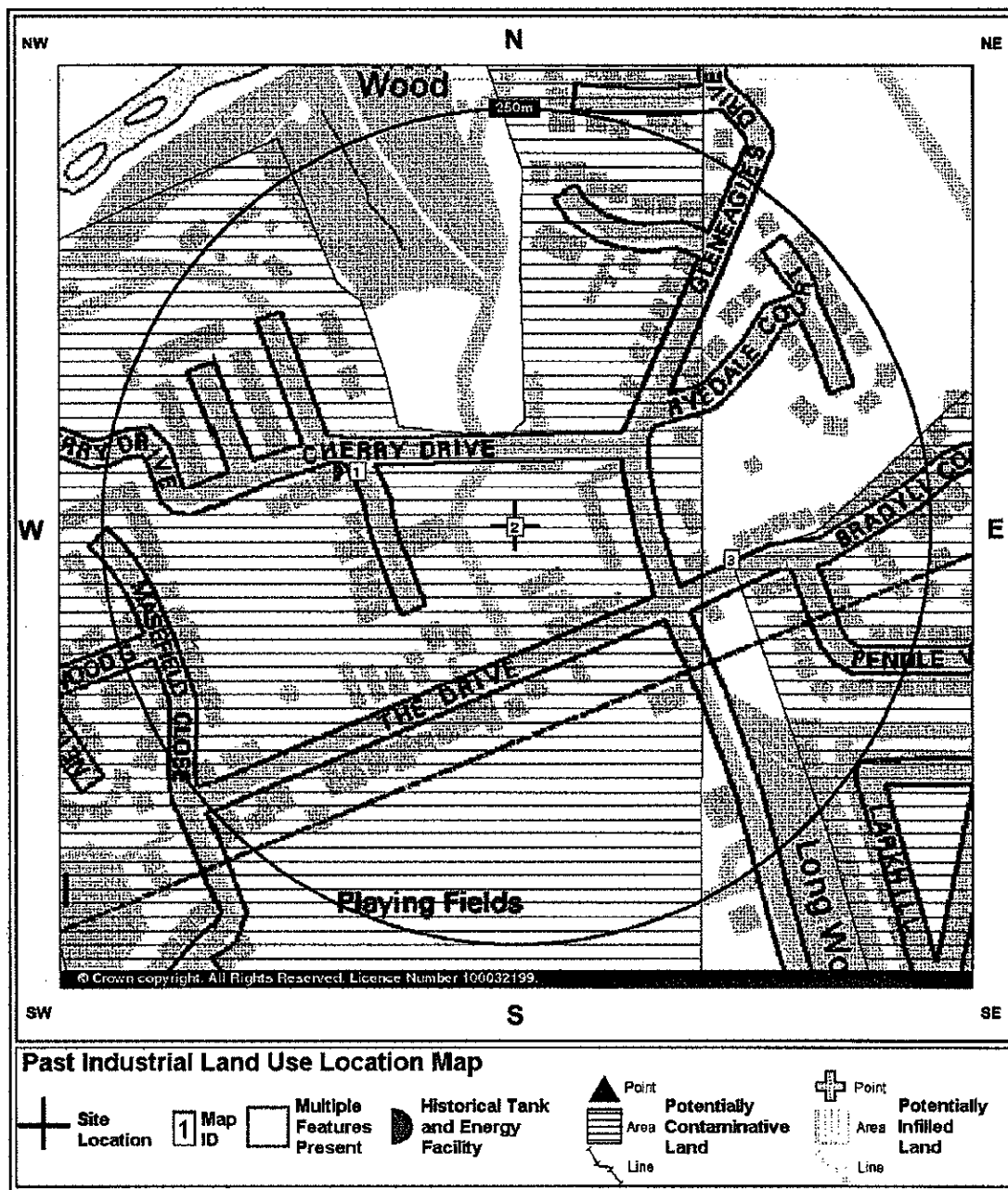
Local Authority Pollution Prevention and Controls

Map ID	1
Contact Number	1
Direction	South-East
Distance	261m
Name:	Ashworth Demolition
Location:	The Avenue, Brockhall Village, Old Langho, Blackburn, BB6
Authority:	Ribble Valley Borough Council, Environmental Health Department
Permit Reference:	RVBC/PPC/19/04
Dated:	Not Supplied
Process Type:	Local Authority Pollution Prevention and Control
Description:	PG3/16 Mobile screening and crushing processes
Status:	Authorisation revoked
Positional Accuracy:	Manually positioned to the road within the address or location



Section B - Site History

B.1 - Past Industrial Land Use - Records within 0 - 250m



Historical Tanks And Energy Facilities

Map ID	1
Direction	West
Distance	113m
Use:	Electrical Sub Station Facilities
Scale of Mapping:	1:2,500
Date of Mapping:	1968



Environmental Report

Additional Information

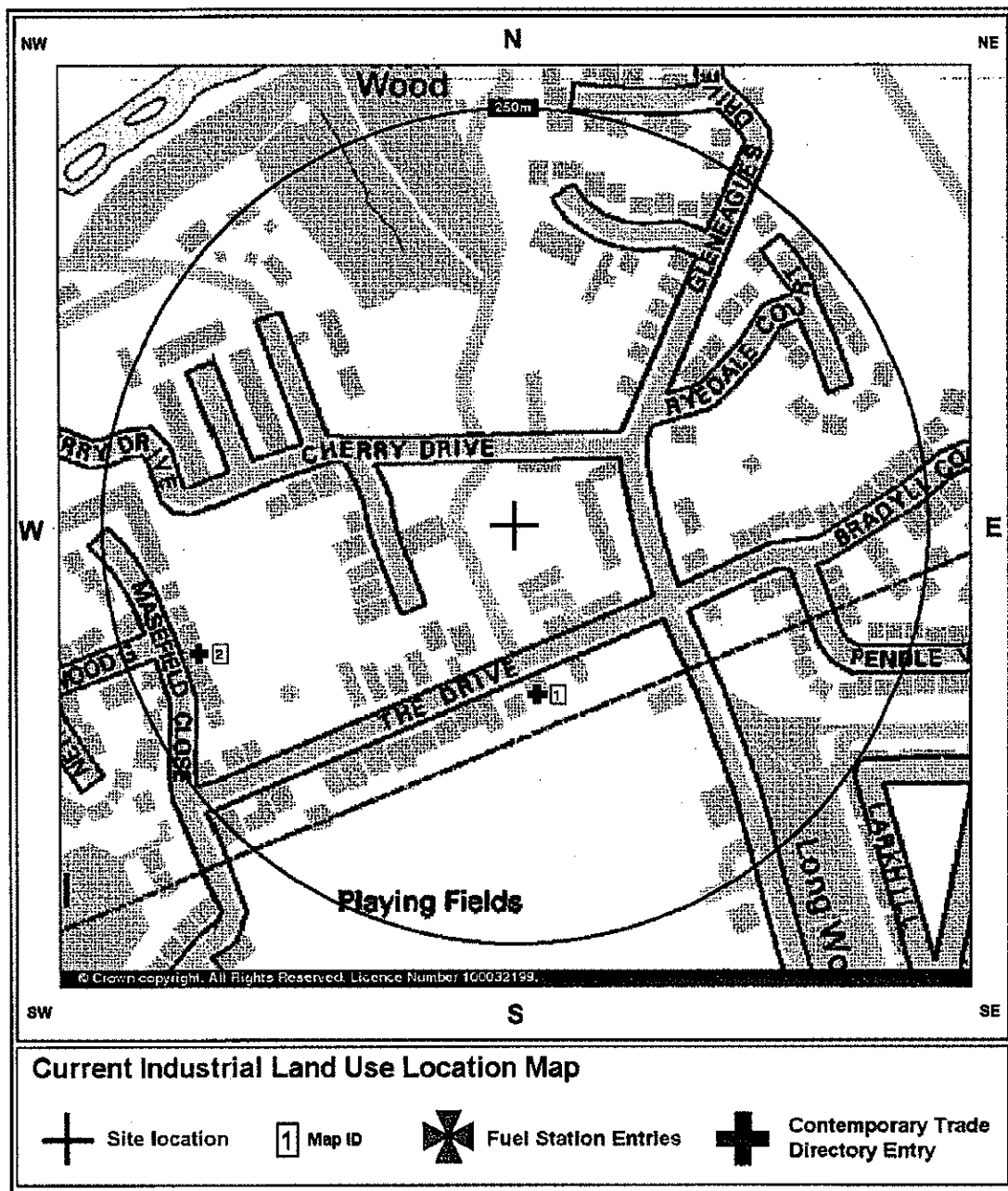
Potentially Contaminative Industrial Uses (Past Land Use)

Map ID 2
Direction -
Distance 0m
Use: Hospitals
Date of Mapping: 1972

Map ID 3
Direction East
Distance 132m
Use: Hospitals
Date of Mapping: 1955-1975

Section B - Site History

B.2 - Current Industrial Land Use - Records within 0 - 250m



Contemporary Trade Directory Entries

Map ID	1
Direction	South
Distance	102m
Name:	Go Cruise Ribble Valley
Location:	5, The Drive, Brockhall Village, Old Langho, Blackburn, BB6 8BJ
Classification:	Railways
Status:	Inactive
Positional Accuracy:	Automatically positioned to the address



Environmental Report

Additional Information

Map ID	2
<i>Direction</i>	West
<i>Distance</i>	206m
<i>Name:</i>	Replast
<i>Location:</i>	8, Masefield Close, Brockhall Village, Old Langho, Blackburn, BB6 8HS
<i>Classification:</i>	Waste Disposal Services
<i>Status:</i>	Active
<i>Positional Accuracy:</i>	Automatically positioned to the address



Environmental Report

Contacts

1 Ribble Valley Borough Council - Environmental Health Department

Council Offices
Church Walk
Clitheroe
Lancashire
BB7 2RA

Telephone 01200 425111 Fax 01200 26339

Website www.ribbonvalley.gov.uk

Health Protection Agency - Radon Survey, Centre for Radiation, Chemical and Environmental Hazards

Chilton
Didcot
Oxfordshire
OX11 0RQ

Telephone 01235 822622 Fax 01235 833891

Email radon@hpa.org.uk

Website www.hpa.org.uk

Anyone concerned about the radon levels in their home can obtain a free information pack about radon (including details of how to obtain a test kit) by leaving their name, address and postcode on the free telephone number 0800 614529. Further information is also available on the HPA website.

Lancashire County Council - Waste Management Group

Environment Directorate
Guild House
Cross Street
Preston
Lancashire
PR1 8RD

Website www.lancashire.gov.uk

Landmark Information Group Limited

Legal And Financial
The Smith Centre
Fairmile
Henley-On-Thames
Oxon
RG9 6AB

Telephone 0844 844 9966 Fax 0844 844 9980

Email info@landmarkinfo.co.uk

Website www.landmarkinfo.co.uk

British Geological Survey - Enquiry Service

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

Telephone 0115 936 3143 Fax 0115 936 3276

Email enquiries@bgs.ac.uk

Website www.bgs.ac.uk

The BGS can provide a detailed geological report on the area in which the property is located.



Environmental Report

Contacts

Sitescope Limited - Homecheck Professional Environmental Helpline

Legal And Financial

The Smith Centre

Fairmile

Henley-On-Thames

Oxon

RG9 6AB

Telephone 0844 844 9966 Fax 0844 844 9980

Email helpdesk@homecheck.co.uk



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The Property Ombudsman Scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

Search Code



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Telephone: 0844 844 9966

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 - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, SiteScope shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.
- Accordingly SiteScope shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under those Terms. The limitations of SiteScope's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and SiteScope 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 advisors to enable the relevant party to treat the Services as confidential shall include a requirement in this clause to maintain adequate security measures to safeguard the Services from unauthorized access, use or copying.
- e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with SiteScope:

- [illegible]

- for any particular purpose nor should it be relied upon for determining suitability or value or used as a substitute for any physical investigation or inspection. Sitescope 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 6.6 below, Sitescope shall not be responsible for error or omission 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. Sitescope 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 waives 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. Sitescope offers no warranty for the performance of any linked internet service not operated by Sitescope;
- 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. Sitescope 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 Sitescope 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. Sitescope 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 Sitescope accepts no liability in this regard. The provision of a Report does not constitute any indication by Sitescope that insurance will be available on the property.
- i. Professional opinions contained in Reports are provided to Sitescope by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, these parties providing professional or professional opinions on Sitescope products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
- If Sitescope 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 6.6 below, Sitescope 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. Sitescope 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. Sitescope 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 6.6 below Sitescope and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
- n. Where Sitescope provides its own risk assessment in connection with any Report, Sitescope 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 Sitescope 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 Sitescope, 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. Sitescope obtains much of the information contained in its Report from third parties. Sitescope will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Sitescope, but Sitescope's Suppliers may be liable for such negligent or incorrect entries, or errors or corruption, subject to the terms and conditions on which they supply the Third Party Content to Sitescope.

7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to those Homecheck Professional Environmental Reports where RPS certify that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)(2) of Part 1A of the Environmental Protection Act 1990 and where RPS should have identified such risk. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Sitescope 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 1(A) of the Environmental Protection Act 1990 ("the Notice") Sitescope 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:
- The Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - 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;
 - The Contribution is strictly limited to the cost of works at the Property Site and at no other site;
 - 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 of order 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 times liquidated damages punitive or exemplary damages.

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

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

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

- d. The maximum sum that shall be contributed by Sitescope in respect of any Contribution shall be limited to £50,000. 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 shall 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. Sitescope shall only pay a Contribution where the Notice is served within 96 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 Sitescope 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 Sitescope 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 Sitescope 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 Sitescope's prior written consent to any estimates for such works or complying with any other reasonable request by Sitescope, Sitescope shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Sitescope 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 Part 1(A) of the Environmental Protection Act 1990 they will advise Sitescope 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 effect the provisions of clauses 7 e and g, and any such communications, even if advised to Sitescope will not operate as notice under clause 7c.
- i. Sitescope reserves the right at any time prior to a claim for Contribution being made in accordance with clause 7g above, to withdraw the offer of payment of Contributions without further notice.
8. Events Beyond Our Control
- a. You acknowledge that Sitescope 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. Sitescope may assign its rights and obligations under these Terms without prior notice or any limitation.
- b. Sitescope may authorise or allow our contractors and other third parties to provide to Sitescope and/or to You services necessary or related to the Services and to perform Sitescope's obligations and exercise Sitescope's rights under these Terms, which may include collecting payment on Sitescope's behalf.
- c. No waiver on Sitescope's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any exercise of that or any other right, power or provision preclude the exercise of that or any other right, power or provision.
- d. Unless otherwise stated in these Terms, all notices from You to Sitescope must be in writing and sent to the Sitescope registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Sitescope to You will be displayed on our Website 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 Sitescope registered office. Sitescope 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 Sitescope shall not be liable to any such third party in respect of any Services supplied.
- g. Sitescope's Privacy Policy as displayed on the Website governs the use made of any information You supply to Sitescope.

