15 JUL 2010

FLOOD RISK ASSESSMENT

For

110 Brighton Road
Lancing



By James Breckell Architects

Contents:

1.0 Brief:

2.0 Current Sea Defences and Flooding History

3.0 Current building on the site

4.0 Minimum design requirements of proposed development

5.0 Existing and proposed storm & foul water drainage systems

6.0 Effect of the proposed Development

7.0 Conclusion

Appendices:

1. Photos of the existing building and site

2. Home Check professional Flood Report

References:

1. Environment Agency website.

2. Local Website (Environment Agency and Adur DC)

3. DTLR document PPG25 – Development and Flood Risk

1.0 Brief:

1.1 Instruction to prepare this Flood Risk Assessment was received via Bramber Construction from Mr and Mrs White, the freeholder of 110 Brighton Road, Lancing.

1.2 This report is required to address the Environment Agency's and Adur District Councils Planning Departments concerns over flood risk relating to development of the site.

1.3 The full postal address of the property is 110 Brighton Road, Lancing, BN15 8LW. The site is located on the south side of the road running alongside the coast between Shoreham by Sea and Worthing: Brighton Road. The existing building is partly built upon a sea defence between the Brighton Road and an area of land locked water known as Wide Water Lagoon. Beyond the Lagoon is another sea defence, with a bicycle and pedestrian walk, and the beach before the sea. The location of the existing building and site can be seen in the Appendix: location plan.

1.4 Two extracts from the Environment Agency's on line flood map can be seen in the Home check flood report.

1.5 The existing residential detached property comprises of an original timber frame building over 3 storeys with a ground floor level located at the Brighton Road level, 1st floor level located at the top of the sea defence and 2nd floor level located within the roof space.

It is our understanding that the current property is timber frame in construction without the benefit of foundations and therefore a mortgage is not able to be raised on the property because of the poor construction.

In the absence of trial holes/ openings up to confirm otherwise the main section of the property is assumed to be founded upon a modest concrete slab.

1.6 It is proposed that the existing below standard property be taken down and the site redeveloped with a pair of semi-detached properties built to comply with NHBC standards, current Building Regulations and Adur District Council planning policy.

In summary the proposed pair of residential properties will be built of masonry construction on a re-enforced concrete raft foundation. There will be a retaining wall on the south side of the building from the ground floor to first floor. External elevations will be brickwork and a composite timber weatherboarding panel with a natural slate roof.

2.0 Current Sea Defences and Flooding History.

2.1 The shingle bank is a natural defence against flooding and storm damage from the sea protecting a large area of low lying land (Lancing) directly to the north of Wide Water Lagoon and the beach. The beach is classified within the Adur Local Plan as a Site of Nature Conservation Importance. The development site is also within a built up area. The Brighton Road is identified as a Strategic Road Network.

The site is within the flood zone 2 and 3.

2.2 The beach has the benefit of timber groynes and granite stone groynes to reduce and limit the effects of the long shore drift.

2.3 There is no known flood risk of the beach and Wide Water Lagoon or the development site as identified in the Flood Report Section A1, A2 and A3.

3.0 Minimum design requirements of proposed development.

3.1 As mentioned previously the structural adequacy of the existing foundations is not known in relation to there resistance against beach erosion.

3.2 It is proposed the following points/ issues be addressed and included at detailed design stage:

i. A minimum of 1.2m gap between the houses and the boundary be maintained.

ii. No habitable rooms to be located on the ground floor.

iii. Habitable rooms to be located on the 1st floor, i.e. 1 floor above the flood plain risk area.

iv. A retaining wall is to be built on the south side of the building between the ground floor and the 1st floor. This is to be structurally connected to the re-enforced raft foundation to resist the effects of below ground erosion. The retaining wall will be tanked to resist any moisture penetration from ground water pressure.

v. Windows and doors on the south elevation will be sufficiently storm proof to resist any driving rain from the south.

vi. The proposed development will not reduce the floor levels of either the ground floor level or first floor level.

vii. Foul water drainage system is to be renewed and a new connection is to be sought with Southern Water.

viii. Rainwater drainage will be to a natural watercourse i.e. Wide Water Lagoon.

ix. Electrics and plumbing to be located a minimum of 450mm above ground level.

5.0 **Effect of the proposed Development:**

5.1 The effects of the proposed development can be compared against the effects or risk of flooding to the existing building on the site.

5.2 The existing building on the site has no resistance to the effects of flooding. The ground floor is predominantly habitable with 3 habitable rooms in total on the ground floor.

5.3 The proposed building will have no habitable rooms on the ground floor.

5.4 The existing building comprises 3 self contained flats.

5.5 The proposed development comprises 2 houses therefore reducing the risk to occupants on the site.

5.7 The existing building is timber frame in construction and would not resist the effects of flooding.

5.8 The construction of the proposed property will be designed to resist the effects of flooding and the coastal location.

6.0 Conclusion

It is expected that the construction of the proposed development will improve the integrity of the sea defence by the use of a new retaining wall within the ground floor.

The proposed building will be more robust than the existing and occupants will therefore have improved protection against the effects of flooding.

By designing the proposed houses with no habitable accommodation on the ground floor the flood risk is significantly reduced.

By reducing the habitable units on the site from 3 to 2, there is no increased work load expected of the Local Authority Emergency Services and other associated parties should flooding occur.

In conclusion, the flood risk to this site would be significantly reduced by this development. There would be a betterment to the sea defence and therefore we would ask the Local Authority and Environment agency when considering this Planning Application in the context of PPG 25 to support this application.

James Breckell BA (Hons) Dip Arch RIBA

Appendix





home check professional

Flood Report

A Landmark service

Residential Property at
277, Brighton Road
LANCING
BN15 8JP

Grid Reference: 519409E 104054N

Order Reference: 31750202_1

Your Reference: 110 Brighton Road_HCF

Friday, 2 July 2010

Requested by
James Breckell Architects
The Adur Business Centre
Little Hightsreet
Shoreham-by-sea
BN43 5EG

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NORWICH UNION

BGS 1835 British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

RMS

SearchCode

Guidance

To assess the flood risk associated with this property we have considered the widest possible range of suppliers. Assessment of this data has identified that this property IS considered a flood risk, due to the following issues:

The Environment Agency flood risk model indicates that the property is in or within the vicinity of a natural flood plain. Please refer to the Environment Agency data in Section B for further details.

The underlying geology indicates that groundwater flooding could occur. Please refer to the BGS data in Section C for further details.

Geological deposits show that the area has flooded in the recent geological past and therefore may be prone to flood in the future. Please refer to the BGS data in Section C for further details.

Introduction

The Homecheck Professional Flood report uses a range of information sources to assess the flood risk of the property. The results of each section will not always correlate, and the footnotes within the relevant section explain how each result is derived.

The report is for use by lawyers, Home Information Pack providers and other property professionals. It provides detailed information within the key areas listed below in a familiar and easy to understand question and answer format.

SECTION A RMS Flood Risk
RMS flood is a modelled dataset, which uses land height, predicted rainfall and a huge variety of other factors to predict both flooding from rivers, and for the first time across Great Britain, surface water flooding - which is key for flood predictions in urban areas.

SECTION B Environment Agency/ Centre for Ecology and Hydrology Flooding
This section gives details of EA flood data in England and Wales and CEH flood data in Scotland. If flood zones are indentified in the vicinity of the property then a flood map is included within this section.

SECTION C British Geological Survey Flooding
This section gives details of BGS groundwater flooding data and vulnerability to inland or coastal flooding.

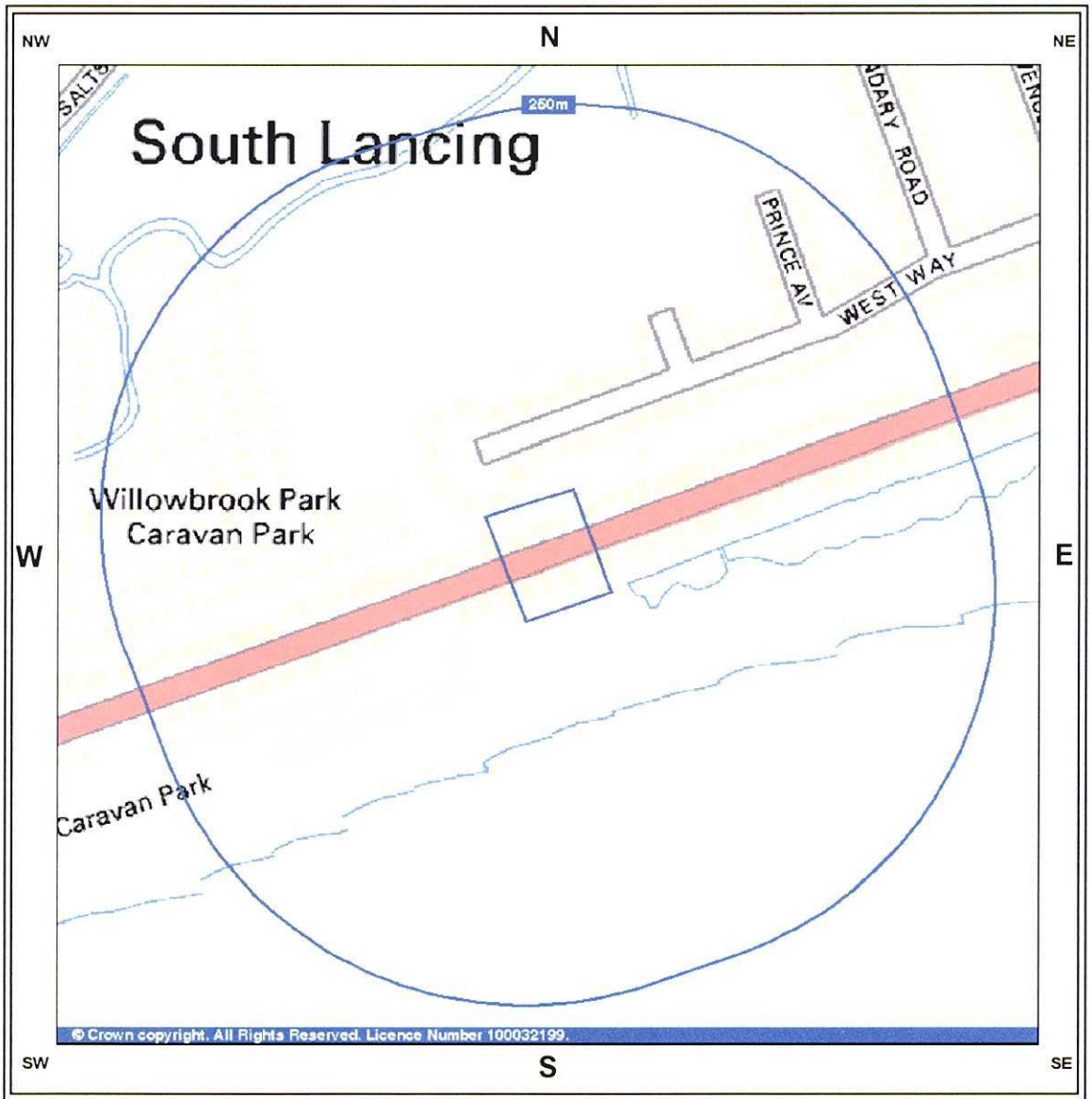
SECTION D Norwich Union Flood Risk and Insurability
This section gives an indication of the level of flood risk for the property as identified by NU.

SECTION E Insurance Claims
This section gives an indication of the insurance claims rating for flooding within the postcode sector.

Other Reports

You may also wish to consider reports from our full range covering both Contamination and Ground Stability issues.

Footnotes
(1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
(2) The report is supplied subject to our current standard terms and conditions.
(3) The search is based on a UK National Grid Reference for the property. The grid reference used is shown on the cover of this report.
(4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey, Norwich Union and Ordnance Survey.
(5) This report is a search of statutory and non-statutory sources of information which does not include any on-site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
(6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.
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Map Legend

Site

250m Search Band

Water Feature

Building Outline

Ordnance Survey Licensed Partner

Search Details

Search address	277, Brighton Road LANCING BN15 8JP
Grid Reference	519409E 104054N
Date of Report	2/7/2010

SECTION A - RMS Flood Risk

Defended Flood

A.1	What are the potential worst case flood depths, taking flood defences into account in areas:	**within 0 - 50 metres?**	**No known flood risk**
		within 51 - 250 metres?	**No known flood risk**

Undefended Flood

A.2	What are the potential worst case flood depths, assuming the absence of flood defences in areas:	**within 0 - 50 metres?**	**No known flood risk**
		within 51 - 250 metres?	**No known flood risk**

Pluvial Flood

A.3	Are there any areas at potential risk of surface water flooding:	**within 0 - 50 metres?**	**Yes**
		within 51 - 250 metres?	**No**

Footnotes:

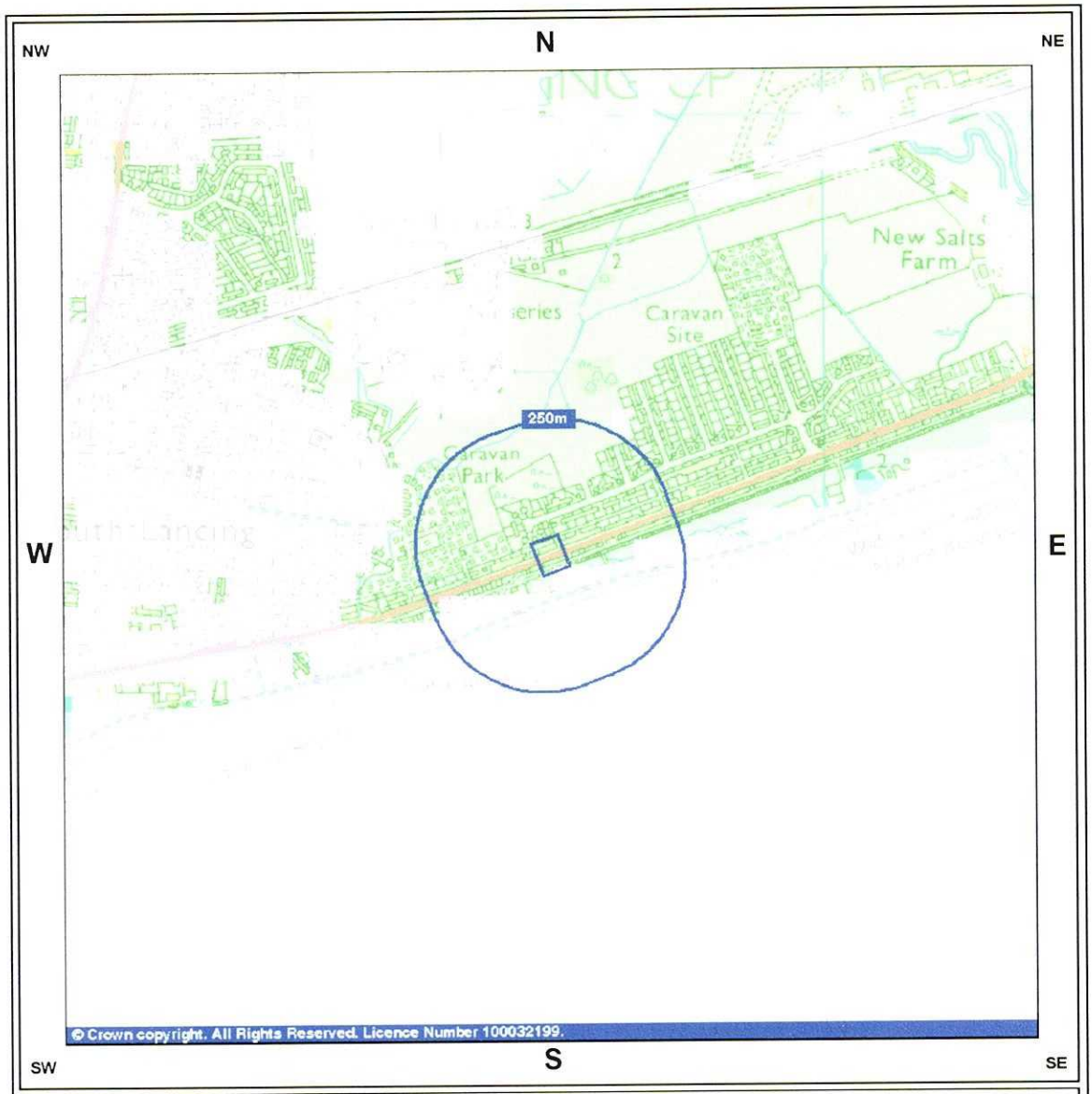
A. RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. It is provided "AS IS", without any warranty of any kind. The information provided is not intended to constitute professional 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

A.1 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood depths are grouped into 4 bands, and the worst case reported. Flood defences in this model are assumed to withstand the flood heights for which they were designed.

A.2 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood depths are grouped into 4 bands, and the worst case reported. This model assumes that no flood defences are present, representing the possible outcome if defences fail earlier than designed.

A.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.

Map Summary: RMS Flood Risk - 1 in 75 year risk



Flood Risk - 1 in 75 Year Risk

Site

Defended Flood Depths

0-200mm

201-500mm

501-2000mm

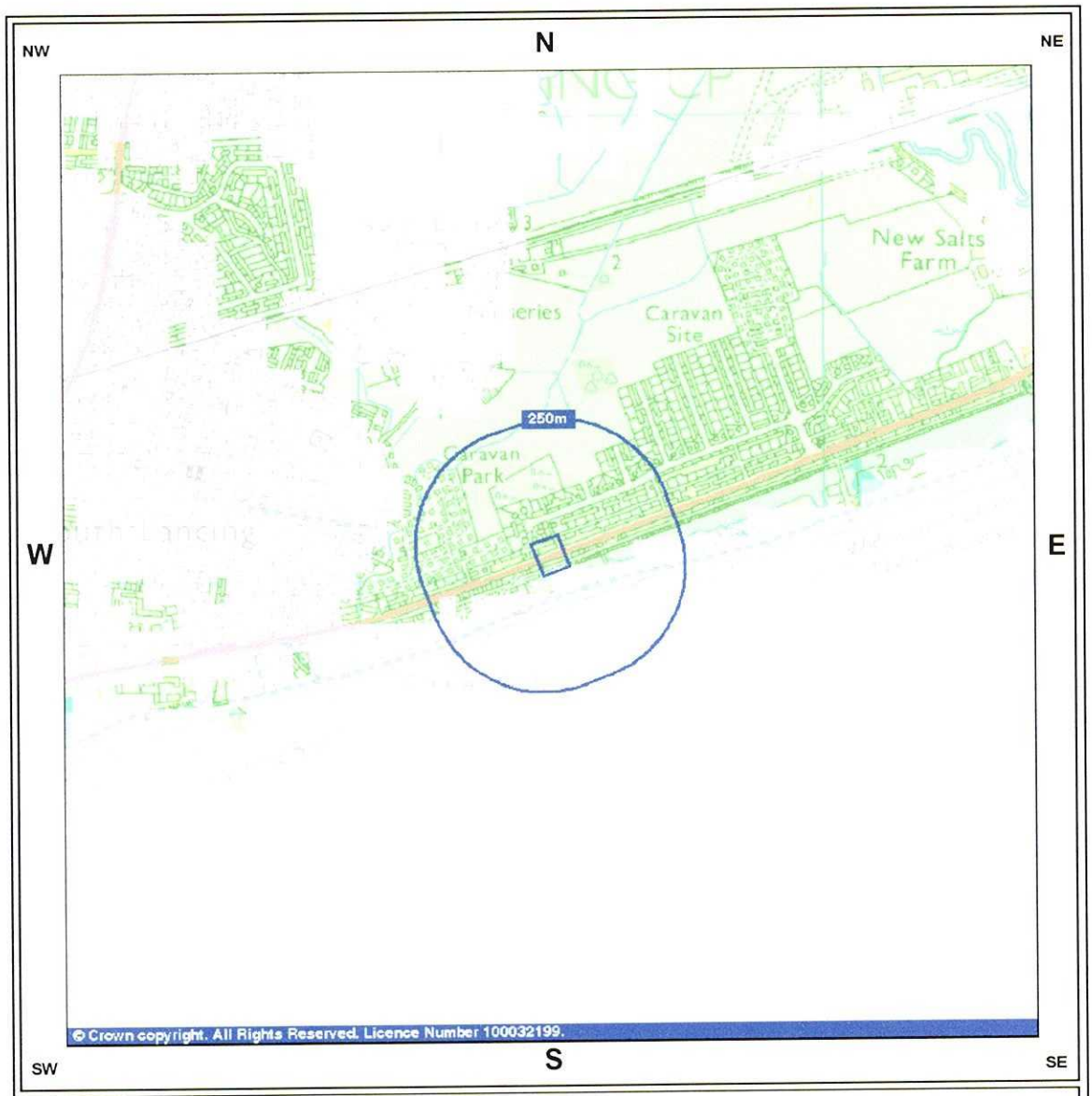
2001+mm

Undefended Flood

Pluvial Flood

The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

Map Summary: RMS Flood Risk - 1 in 100 year risk



Flood Risk - 1 in 100 Year Risk

Site

Defended Flood Depths

0-200mm

201-500mm

501-2000mm

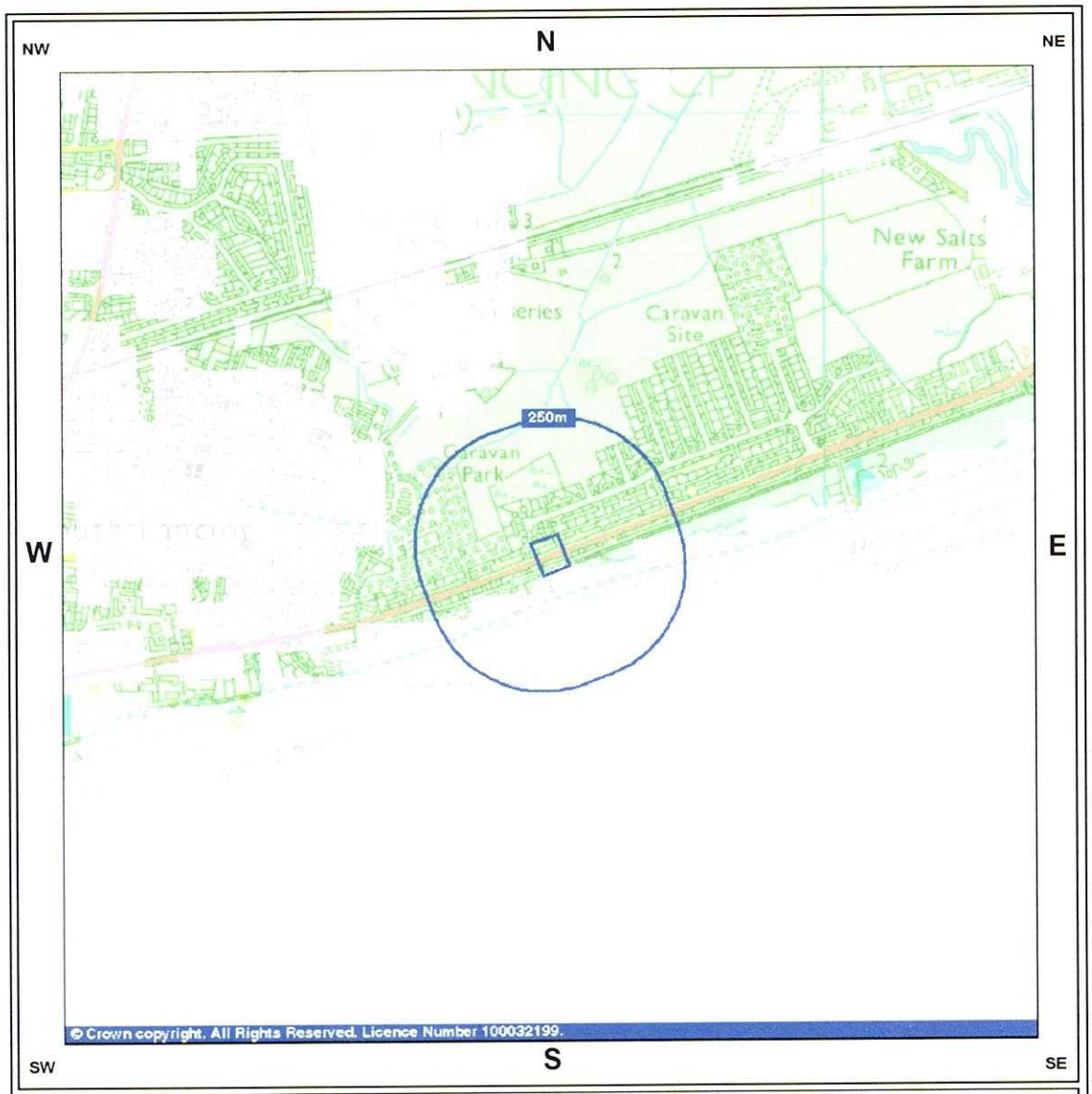
2001+mm

Undefended Flood

Pluvial Flood

The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

Map Summary: RMS Flood Risk - 1 in 1000 year risk



Flood Risk - 1 in 1000 Year Risk

Site

Defended Flood Depths

0-200mm

201-500mm

501-2000mm

2001+mm

Undefended Flood

Pluvial Flood

The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

SECTION B - Environment Agency Flooding

Flood Risk

B.1	Is the property in or within 250m of an area affected by flooding (Zone 3) or extreme flooding (Zone 2)?	Yes

Flood Defence

B.2	Is the property in or within 250m of flood defences?	Yes

Flood Defended Area

B.3	Is the property in or within 250m of an area benefiting from flood defences?	No

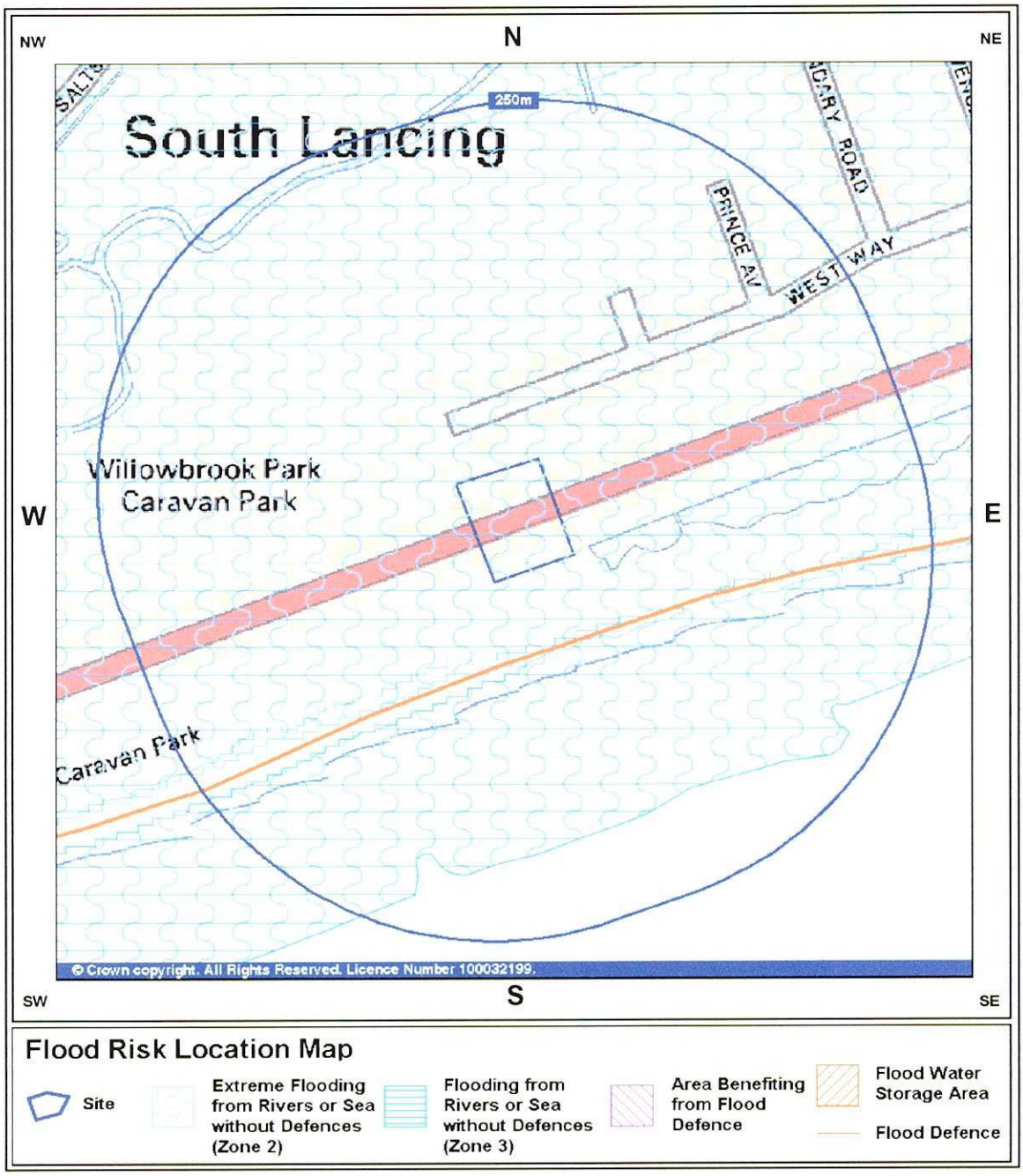
Footnotes:

Question B.1 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the extent of flooding. This shows flooding from rivers or sea without defences i.e. the natural flood plain area that could be affected in the event of flooding from rivers and the sea. An area affected by flooding (Zone 3) indicates the extent of a flood with a 1% (1 in 100) chance of happening each year from a river and a 0.5% (1 in 200) chance of happening each year from the sea. The extreme flooding (Zone 2) indicates the extent of a flood with a 0.1% (1 in 1000) chance of happening each year. The reply given in Scotland is based on data from the Centre for Ecology and Hydrology

Question B.2 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the flood defences. This includes linear flood defences (such as walls and embankments) and flood water storage areas (such as reservoirs and basins). The linear flood defences shown are normally those built within the last 5 years to a specified standard. As a result not all flood defences may be shown.

Question B.3 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the areas benefiting from flood defences. This shows areas that benefit from flood defences, in the event of a river flood with a 1% (1 in 100) chance of happening each year, or a flood from the sea with a 0.5% (1 in 200) chance of happening each year. If the defences were not there, these areas would flood.

Map Summary: Environment Agency Flooding



SECTION C - British Geological Survey Flooding

Flood Risk

C.1	What is the susceptibility to groundwater flooding in the search area based on the underlying geological conditions?	**High** Where high susceptibility is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.
C.2	Are there any geological deposits in the search area which indicate that it may be vulnerable to inland or coastal flooding?	**Yes** There are geological deposits identified within the search area which indicate that it may be vulnerable to inland and/or coastal flooding.

Footnotes:

The search band for these questions is 0-50m from the specified property.

C.1 Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The BGS Susceptibility to groundwater flooding hazard dataset identifies where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

C.2 Where geological deposits indicate that the area may be vulnerable to flooding and are identified in the search area, this does not necessarily mean that flooding will occur. The data behind the search are purely 'geological' and do not take into account any man-made factors such as flood protection schemes. The data is indicating simply those geological deposits which have been associated with flooding in the recent geological past and which therefore may still be vulnerable to flooding. The BGS geological indicators of flooding data should be regarded as complementary to, but not a replacement for, existing Environment Agency flood risk maps.

SECTION D - Norwich Union Flood Risk and Insurability

Flood Risk

D.1 What is the flood risk rating for this property?

Medium

Based on Norwich Union's assessment of flood risk, this property has a flood risk between a 1 in 75 year, and a 1 in 250 year flood event.

Insurability

D.2 What is the insurability risk assessment for this property?

Low

The insurer's assessment of flood risk at this property indicates that the property is built on a flood plain and there is a low probability of flooding. Insurer would be prepared to offer cover for flooding if it were to insure this property. Properties with a moderate probability of flooding may attract a small increase in insurance premiums to cover the risk.

Footnotes:

D.1 Norwich Union have generated a detailed flood risk assessment to accurately evaluate the flood risk for individual customers. The information from this assessment has been used to define the risk shown - this is based on the individual property rather than the postcode. The flood risk assessment undertaken by Norwich Union is for river flooding and coastal flooding. No assessment has been made for flooding from other sources like groundwater flooding, flash flooding, sewerage flooding or flooding caused by defective household equipment or plumbing. Whilst Norwich Union will offer insurance to properties protected to better than 1.3% flood risk per year this would not be the case if the property has previously flooded from any cause unless adequate measures have been taken to manage future risk. Norwich Union always recommend that any purchaser should ask the seller specifically about any flooding of the property and what, if any, remedial action has been taken to prevent a future recurrence.

SECTION E - Insurance Claims

Flood Insurance Claim Rating

E.1	What is the insurance claim rating for this property?	**Very Low** No recorded claims This assessment is derived from the number of insurance claims in your postcode sector.

Footnotes:

E.1 The risk is derived from the number of flood insurance claims in the postcode sector. As a guide an indication of the risk rating would be as follows:-

"High Risk" is a sector with more than 5 claims per 1000 households
"Medium Risk" is a sector with between 2 and 5 claims per 1000 households
"Low Risk" reflects few claims, with less than 2 claims per 1000 households
"Very Low Risk" indicates no claims records

The figures may be the result of one event or cumulatively over time and are indicative only. A sector may appear to have a higher risk due to repeated claims on a single property or group of properties.

The data includes validated claims notified to insurers including river and coastal flood, heavy rainfall and flooding following blockages to sewers etc. They do not include an escape of water from a fixed appliance.

British Geological Survey - Enquiry Service
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Nottingham
Nottinghamshire
NG12 5GG

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Website www.bgs.ac.uk

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Environment Agency - National Customer Contact Centre (NCCC)
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Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

Email enquiries@environment-agency.gov.uk

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Email: info@idrs.ltd.uk

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d. Sitescope may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
e. These Terms, together with the prices and delivery details set out on our Websites, Sitescope's Privacy Policy and Your Order comprise the whole agreement relating to the supply of Services to You by Sitescope. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms. Save for fraud or misrepresentation, Sitescope shall have no liability for any such representation being untrue or misleading.
f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2. Services

a. Sitescope will use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Sitescope does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Sitescope does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Sitescope or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
b. Subject always to these Terms You may, without further charge, make the Services available to;
   i. the owner of the Property at the date of the Report,
   ii. any person who purchases the whole of the Property Site,
   iii. any person who provides funding secured on the whole of the Property Site,
   iv. any person for whom You act in a professional or commercial capacity,
   v. any person who acts for You in a professional or commercial capacity; and
   vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, 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 these 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 requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Sitescope:-
   i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
   ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
   iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
   iv. create any product which is derived directly or indirectly from the data contained in the Services.
f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Sitescope who shall be entitled to make a charge for each additional copy.

4. Charges

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

5. Termination

a. Sitescope 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, Sitescope 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. Sitescope 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 Sitescope by others, Sitescope cannot control its accuracy or completeness, nor is it within the scope of Sitescope's Services to check the information on the ground. Accordingly, Sitescope will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.o below neither Sitescope 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 Sitescope have any liability if the Services are used otherwise than in accordance with these Terms.
d. Save as precluded by law, Sitescope 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 Sitescope.
e. In any event, and notwithstanding anything contained in these Terms, Sitescope'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 Sitescope.
f. Sitescope will not be liable for any defect, failure or omission relating to Services that is not notified to Sitescope within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
g. You acknowledge that:-
   i. Subject to clause 6.o below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Sitescope is not a Third Party Content supplier). Sitescope 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 Sitescope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
   ii. Sitescope'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 Sitescope and Sitescope 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. 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.o below, Sitescope 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. 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 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. Sitescope offer 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, those parties providing assessments 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.o 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.o 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 corruptions, 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 IIA 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 II(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:

i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;

ii. The Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;

iii. The Contribution is strictly limited to the cost of works at the Property Site and at no other site.

iv. The Contribution will not be paid in respect of any of the following:
Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures.
Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
Intentional non-compliance arising from the intentional disregard of or knowing, wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.
Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
Any condition which is caused by acts of War or an Act of Terrorism
Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.
Any fines liquidated damages punitive or exemplary damages.
Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.
Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.
Any losses incurred following a material change in use of, alteration or development of the Property Site.

d. The maximum sum that shall be contributed by Sitescope 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. Sitescope 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 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 PartII(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 affect the provisions of clauses 7 e and g, and any such communications, even if advised to Sitescope will not operate as notice under clause 7e.

i. Sitescope reserve 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 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 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 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 Sitescope registered office. Sitescope or its agents will respond to any such complaints in writing as soon as practicably possible.

f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and 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.

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