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62/64 NEW ROAD
SHOREHAM BY SEA
WEST SUSSEX

GEO-ENVIRONMENTAL DATA
AND
HISTORICAL MAPS

Report No. LW20089/map May 2009

Report prepared for the benefit of:

R D & R Ltd
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ISO 9001 Registered
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INVESTOR IN PEOPLE

GroundSure EnviroInsight

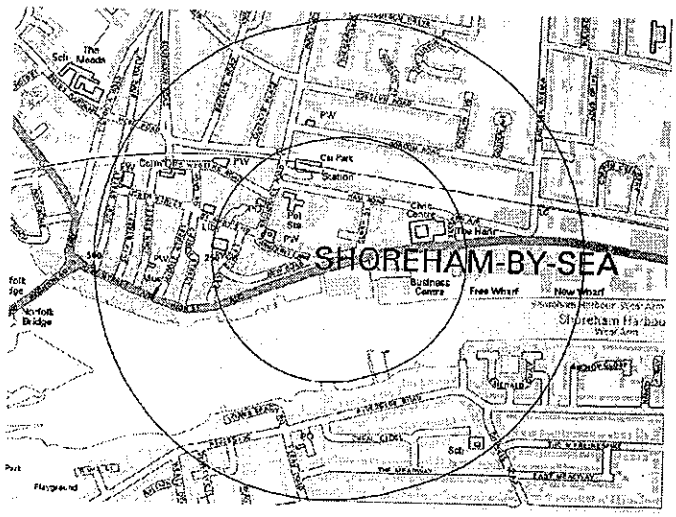
Address: LW20089 - 62/64 New Road, Shoreham By Sea, West Sussex, BN43 6RB

Date: May 26, 2009

GroundSure Reference: CMAPS-CM-29527-5324-260509EDR

Your Reference: 5324

Client: CENTREMAPS



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If you would like any further assistance regarding this report then please contact
CENTREMAPS on (T) 01886 832972, (F) 01883 833485, email: groundsure@centremaps.co.uk

Aerial Photograph of Study Site

NW N NE



◄W E►

SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: LW20089 - 62/64 New Road, Shoreham By Sea, West Sussex, BN43 6RB

Grid Reference: 521877,105097

Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary					
1. Authorisations, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Industrial Sites Holding Licences and/or Authorisations						
Records of IPC Authorisations	0	0	0	0	-	-
Records of IPPC Authorisations	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of LAPPC Authorisations	0	0	8	3	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	1	0	-	-
Records of Licensed Discharge Consents	0	0	1	4	-	-
Records of Planning Hazardous Substance Consents	0	0	0	0		
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	1	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
1.5 Planning Hazardous Substance Enforcements	0	0	0	0	-	-
2. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Landfill Sites						
Environment Agency Registered landfill Sites	0	0	0	0	0	-
Landfill Data - Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	2	1
Landfill Data - Non-Operational Landfill Sites	0	0	0	0	0	-
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency (REGIS) Waste Sites	0	0	0	0	4	0
3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	1	2	53	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	2	0	-	-

3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

4. Geology

	Description
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	Yes
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	Yes
4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	

Source: Scale: 1:50,000 BGS Sheet 318

* This includes an automatically generated 50m buffer zone around the site.

5. Hydrogeology and Hydrology

	on-site	0-50	51-250	251-500	501-1000	1001-2000
5.1 Environment Agency Groundwater Vulnerability and Soil Classification						
Is a Minor Aquifer present on site?	No	-	-	-	-	-
Is a Major Aquifer present on site?	Yes	-	-	-	-	-
Are there any Soil Classification records present on site?	Yes	-	-	-	-	-
5.2 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.3 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.4 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	3
5.5 Are there any Source Protection Zones within 500m of the study site?			Yes			
5.6 River Quality						
Is there any Environment Agency information on river quality within 500m of the study site?	No	No	No	No	-	-
5.7 Main Rivers within 500m of the study site.	0	0	2	1	-	-
5.8 Surface water features within 250m of the study site	No	Yes	Yes	-	-	-

6. Flooding

6.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site?	Yes
6.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	Yes
6.3 Are there any Flood Defences within 250m of the study site?	No
6.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
6.5 Are there any areas used for Flood Storage within 250m of the study site?	No
6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	High
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderate

7. Designated Environmentally Sensitive Sites

	on-site	0-50	51-250	251-500	501-1000	1001-1500
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	1	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-

7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	1	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	0	0	0	1	-	-

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?	Moderate

9. Mining

9.1 Are there any coal mining areas within 75m of the study site?	No
9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site?	Low
9.3 Are there any brine affected areas within 75m of the study site?	No

Using this Report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

1. Authorisations, Incidents and Registers

Provides information on Regulated Industrial Activities and Pollution Incidents as recorded by Regulatory Authorities, and sites determined as Contaminated Land. This search is conducted using radii up to 500m.

2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

3. Current Land Uses

Provides information on current land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. These searches are conducted using radii of up to 500m. This includes information on potentially contaminative industrial sites, petrol stations and fuel sites as well as high pressure underground oil and gas pipelines.

4. Geology

Provides information on artificial and superficial deposits and bedrock beneath the study site.

5. Hydrogeology and Hydrology

Provides information on groundwater vulnerability, soil leaching potential, abstraction licenses, Source Protection Zones (SPZ) and river quality. These searches are conducted using radii of up to 2000m.

6. Flooding

Provides information on surface water flooding, flood defences, flood storage areas and groundwater flood areas. This search is conducted using radii of up to 250m.

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites. These searches are conducted using radii of up to 500m.

8. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (01273 819700) for further information and guidance.

Note: Maps

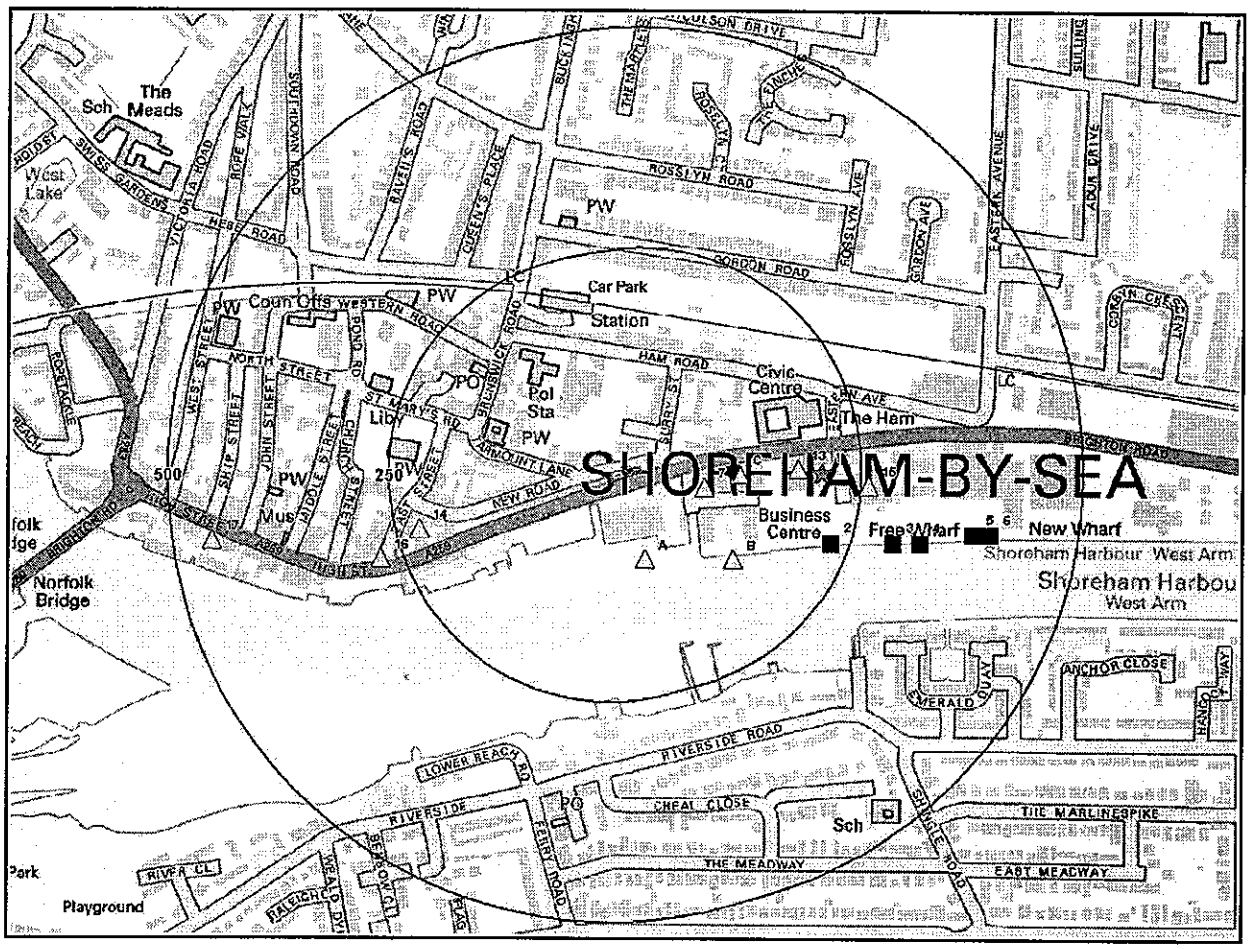
Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes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

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

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

1. Authorisations, Incidents and Registers Map

NW N NE



W E

SW S SE

Authorisations,Incidents and Registers Legend

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- Site Outline
- Search Buffers (m) — 250 — 500
- Recorded Pollution Incident
- Dangerous Substances (List 1)
- Dangerous Substances (List 2)
- Water Industry Referrals
- Licenced Discharge Consents
- Red List Discharge Consents
- RAS 3 & 4 Authorisations
- IPPC & IPC Authorisations
- LAPPC Authorisations
- COMAH / NIHHS Sites
- Sites Determined as Contaminated Land
- Hazardous Substance Consents
- Hazardous Substance Enforcements

1.Authorisations, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the following information:

Records of IPC Authorisations within 500m of the study site: 0

Database searched and no data found.

Records of IPPC Authorisations within 500m of the study site: 0

Database searched and no data found.

Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site: 0

Database searched and no data found.

Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site: 0

Database searched and no data found.

Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of LAPPC Authorisations within 500m of the study site: 11

The following LAPPC (LAPC) Authorisations are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
7	74.0	E	521967, 105081	Address: Montgomery Motors, 77 Brighton Road, Shoreham-by-sea Process:	Status: Revoked Date: No date
8A	96.0	S	521900, 105000	Address: Montgomery Motors Brighton Rd, Bn43 6re Process: Vehicle Re-spray Process	Status: Unknown Date: 1999
9A	96.0	S	521900, 105000	Address: Frosts Cars Ltd Brighton Rd, Bn43 6rt Process: Waste Oil Burning Process	Status: Unknown Date: 1999
10C	111.0	E	522006, 105096	Address: Frosts Cars Ltd, 69/75 Brighton Road, Shoreham Bn43 6rt Process:	Status: Revoked Date: No date
11B	144.0	SE	522000, 105000	Address: Fordamin Co Ltd Free Wharf, Brighton Rd,bn43 6re Process: Quarry/mineral/chalk Process	Status: Unknown Date: 1999
12B	144.0	SE	522000, 105000	Address: Frosts Cars Ltd Brighton Rd, Bn43 6rt Process: Petrol Vapour Recovery Process	Status: Unknown Date: 1999
13	179.0	E	522074, 105102	Address: Frost Cars, Brighton Road, Shoreham-by-sea Process:	Status: Revoked Date: No date
14	224.0	W	521644, 105034	Address: Shoreham S/st, Brighton Road, Shoreham-by-sea Process:	Status: Current Date: No date
15	258.0	E	522153, 105084	Address: Minelco Specialities Ltd, Brighton Road, Shoreham-by-sea Process:	Status: Current Date: No date

16	276.0	W	521600, 105000	Address: Shoreham Serv Stn Brighton Rd Process: Petrol Vapour Recovery Process	Status: Unknown Date: 1999
17	456.0	W	521410, 105021	Address: Corniche Dry Cleaners, 59 High Street, Shoreham Process:	Status: Current Date: No date

Records of Category 3 or 4 Radioactive Substance Licences within 500m of the study site: 1

The following RAS Licence (3 or 4) records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
18C	105.0	E	522000, 105100	Address: Montgomery Motors, 77 Brighton Road, Shoreham-by-sea, West Sussex, BN43 6RE Type: Keeping And Use Of Radioactive Materials (was Rsa60 Section 1). Permission Number: AX0984 Original Permission Number:	Status: Revoked/cancelled Date Approved: 15-11-1996 Effective Date: 15-11-1996

Records of Licensed Discharge Consents within 500m of the study site: 5

The following Licensed Discharge Consents records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
2	229.0	E	522110, 105020	Address: Free Wharf, Free Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE Effluent Type: Miscellaneous Discharges - Surface Water Permit Number: P01301 Permit Version: 1	Receiving Water: Saline Estuary Status: Pre Nra Legislation Where Issue Date ← 01-sep-89 (historic Only) Issue date: - Effective Date: - Revocation Date: -
3	296.0	E	522180, 105020	Address: Free Wharf, Free Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE Effluent Type: Miscellaneous Discharges - Surface Water Permit Number: P01301 Permit Version: 1	Receiving Water: Saline Estuary Status: Pre Nra Legislation Where Issue Date ← 01-sep-89 (historic Only) Issue date: - Effective Date: - Revocation Date: -
4	325.0	E	522210, 105020	Address: Free Wharf, Free Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE Effluent Type: Miscellaneous Discharges - Surface Water Permit Number: P01301 Permit Version: 1	Receiving Water: Saline Estuary Status: Pre Nra Legislation Where Issue Date ← 01-sep-89 (historic Only) Issue date: - Effective Date: - Revocation Date: -
5	381.0	E	522270, 105030	Address: Free Wharf, Free Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE Effluent Type: Miscellaneous Discharges - Surface Water Permit Number: P01301 Permit Version: 1	Receiving Water: Saline Estuary Status: Pre Nra Legislation Where Issue Date ← 01-sep-89 (historic Only) Issue date: - Effective Date: - Revocation Date: -
6	401.0	E	522290, 105030	Address: Free Wharf, Free Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE Effluent Type: Miscellaneous Discharges - Surface Water Permit Number: P01301 Permit Version: 1	Receiving Water: Saline Estuary Status: Pre Nra Legislation Where Issue Date ← 01-sep-89 (historic Only) Issue date: - Effective Date: - Revocation Date: -

Records of Planning Hazardous Substance Consents within 500m of the study site 0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site: 0

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site: 1

The following NIRS List 2 records are represented as points on the Authorisations, Incidents and Registers Map:

ID	Distance	Direction	NGR	Details	
1	205.0	E	522100,105100	Incident Date: 3/7/2002 Incident Identification: 89084 Pollutant: Oils and Fuel Pollutant Description: Petrol	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)

Records of National Incidents Recording System, List 1 within 250m of the study site: **0**

Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990[1]

How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site? **0**

Database searched and no data found.

1.5 Planning Hazardous Substance Enforcements

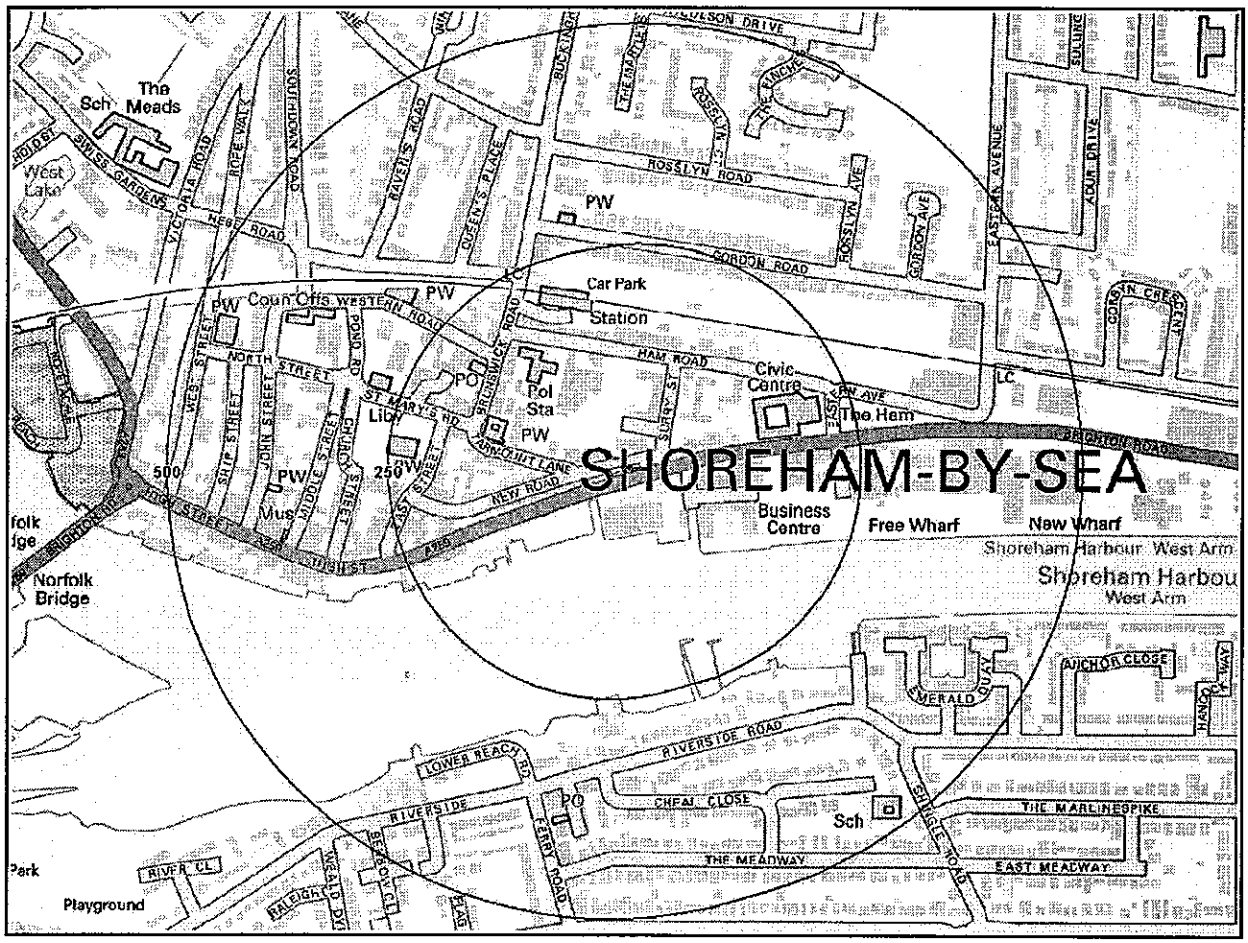
Records of planning hazardous substance enforcements within 500m of the study site: **0**

Database searched and no data found.

[1]Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

2. Landfill and Other Waste Sites Map

NW N NE



W E

SW S SE

Landfill & Other Waste Sites Legend

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- Site Outline
- Search Buffers (m) — 250, 500
- E.A. Active Landfill
- E.A. Historic Landfill (Area Data)
- E.A. Historic Landfill (Point Data)
- BGS / DoE Survey Landfill
- Local Authority Landfill (Area Data)
- Local Authority Landfill (Point Data)
- Operational Waste Treatment Licence
- Closed Waste Treatment Licence
- REGIS Waste Licence
- Operational Landfill
- Closed Landfill

2. Landfill and Other Waste Sites

2.1 Landfill Sites

Records from Environment Agency landfill data within 1000m of the study site: 0

Database searched and no data found.

Records of operational landfill sites sourced from Landmark within 1000m of the study site: 0

Database searched and no data found.

Records of Environment Agency historic landfill sites within 1500m of the study site: 3

The following landfill records are represented as either points or polygons on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Details	
1	549.0	W	521200,105100	Site Address: Ropetackle Road, Ropetackle Road, Shoreham Waste Licence: Yes Site Reference: WD27/019 Waste Type: Inert, Commercial, Household Regis Reference: -	Licence Issue: 01-Jan-1976 Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	696.0	W	520900,104900	Site Address: Adur Recreation, Shoreham, Sussex Waste Licence: Yes Site Reference: WD27/258 Waste Type: Inert, Industrial, Commercial, Household Regis Reference: -	Licence Issue: 01-Jan-1976 Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1183.0	SW	520700,104600	Site Address: Brighton Road, Shoreham, Sussex Waste Licence: - Site Reference: WD27/322 Waste Type: No data Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site: 0

Database searched and no data found.

Records of BGS/DoE non-operational landfill sites within 1500m of the study site: 0

Database searched and no data found.

Records of Local Authority landfill sites within 1500m of the study site: 0

Database searched and no data found.

2.2 Other Waste Sites

Records of operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: 0

Database searched and no data found.

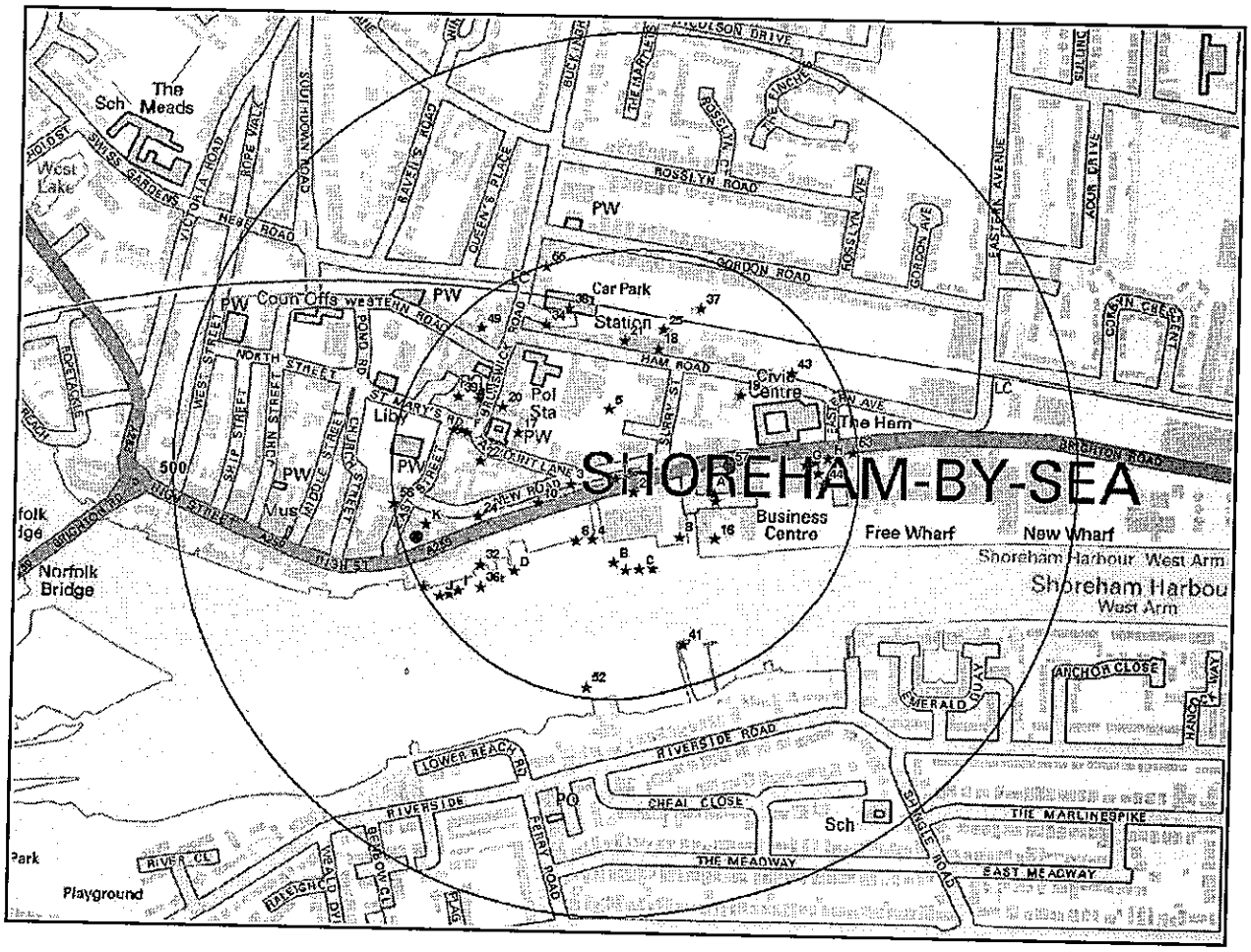
Records of Environment Agency (REGIS) waste sites within 1500m of the study site: 4

The following waste treatment, transfer or disposal sites records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Details	
Not shown	705.0	E	522600,105100	Site Address: Shoreham H W R C, Old Brighton Road, Shoreham-by-sea, West Sussex, BN43 6RJ Type: Household, Commercial and Industrial transfer stations Size: ← 25000 tonnes Regis Licence Number: WYV004 Operator: Wyvern Waste Services Ltd Surrendered Date: - Waste Management licence No: 19726 Annual Tonnage: 0.0	Issue Date: 01/09/1995 Expiry Date: - Effective Date: - Status: Issued Modified: - Site Name: Shoreham H W R C Cancelled Date: - Correspondence Address: Contract Office - Burgess Hill Transfer Station, Fairbridge Way, Burgess Hill, West Sussex, RH15 8QR
Not shown	705.0	E	522600,105100	Site Address: Shoreham H W R C, Old Brighton Road, Shoreham By Sea, West Sussex, BN43 6RJ Type: Household, Commercial and Industrial transfer stations Size: ← 25000 tonnes Regis Licence Number: VIR011 Operator: Viridor Waste Management Ltd Surrendered Date: - Waste Management licence No: 19726 Annual Tonnage: 15600.0	Issue Date: 01/09/1995 Expiry Date: - Effective Date: 28/05/2004 Status: Modified Modified: 29/11/2005 Site Name: Shoreham H W R C Cancelled Date: - Correspondence Address: Great Western House, Station Approach, Taunton, Somerset, TA1 1QW
Not shown	705.0	E	522600,105100	Site Address: Shoreham H W R C, Old Brighton Road, Shoreham By Sea, West Sussex, BN43 6RJ Type: Household, Commercial and Industrial transfer stations Size: ← 25000 tonnes Regis Licence Number: VIR011 Operator: Viridor Waste Management Ltd Surrendered Date: - Waste Management licence No: 19726 Annual Tonnage: 15600.0	Issue Date: 9/1/1995 Expiry Date: - Effective Date: 5/28/2004 Status: Modified Modified: 11/29/2005 Site Name: Shoreham H W R C Cancelled Date: - Correspondence Address: Great Western House, Station Approach, Taunton, Somerset, TA1 1QW
Not shown	910.0	E	522800,105000	Site Address: Kingston Wharf, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RN Type: Metal recycling sites (mixed MRSs) Size: →= 75000 tonnes Regis Licence Number: COO002 Operator: Cooper Barnes Metals Ltd Surrendered Date: - Waste Management licence No: 19694 Annual Tonnage: 260000.0	Issue Date: 9/30/1995 Expiry Date: - Effective Date: - Status: Modified Modified: 11/29/2005 Site Name: E M R Cancelled Date: - Correspondence Address: Bridge House, Gipsy Lane, Swindon, Wiltshire, SN2 6DZ

3. Current Land Use Map

NW N NE



W E

SW S SE

Current Land Use Legend

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Site Outline

250 / 500 Search Buffers (m)

Current Industrial Sites

Petrol & Fuel Sites

Underground High Pressure Oil & Fuel Pipelines

3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site: **56**

The following records are represented as points on the Current Land Uses map.

ID	Distance	Direction	Company	Address	Activity	Category
1	0.0	On Site	Hewden Hire Centres Ltd	62, New Road, Shoreham-by-Sea, BN43 6RB	Construction and Tool Hire	Hiring And Contract Services
2	19.0	S	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
3	47.0	W	Frosts	394-398, Brighton Road, Shoreham-by-Sea, BN43 6RT	New Vehicles	Motoring
4	70.0	S	Jetty	-	Moorings and Unloading Facilities	Water
5	73.0	N	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
6	79.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
7A	83.0	E	Mercer Body Repairs	Unit C Riverside Business Centre, Brighton Road, Shoreham By Sea, West Sussex, BN43 6RE	Vehicle Repair and Servicing	Repair And Servicing
8	85.0	SE	Slipway	-	Moorings and Unloading Facilities	Water
9A	88.0	E	Crane	-	Travelling Cranes and Gantries	Industrial Features
10	88.0	W	Crane	-	Travelling Cranes and Gantries	Industrial Features
11A	91.0	E	Riverside Business Centre	-	Business Parks and Industrial Estates	Industrial Features
12B	93.0	S	Jetty	-	Moorings and Unloading Facilities	Water
13B	104.0	S	Jetty	-	Moorings and Unloading Facilities	Water
14C	106.0	S	Jetty	-	Moorings and Unloading Facilities	Water
15C	109.0	S	Jetty	-	Moorings and Unloading Facilities	Water
16	114.0	SE	Powertrain Technology Ltd	Unit 1 Riverside Business Centre, Brighton Road, Shoreham-by-Sea, BN43 6RE	Civil Engineers	Engineering Services
17	116.0	W	Telephone Exchange	-	Telecommunications Features	Infrastructure And Facilities
18	139.0	N	Service Publications Ltd	Ham Road, Shoreham-by-Sea, BN43 6QD	Published Goods	Industrial Products
19	142.0	NE	Warehouse	-	Container and Storage	Transport, Storage And Delivery
20	145.0	NW	Day Lewis Shoreham Pharmacy	10, Brunswick Road, Shoreham-by-Sea, BN43 5WB	Chemists and Pharmacies	Health Practitioners And Establishments
21	148.0	N	Depot	-	Container and Storage	Transport, Storage And Delivery
22	149.0	W	Adur Dial-A-Ride	6, Tarmount La, Shoreham By Sea, West Sussex, BN43 6DA	Bus and Coach Stations, Depots and Companies	Transport Access Points
23D	152.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
24	158.0	W	Crane	-	Travelling Cranes and Gantries	Industrial Features

25	161.0	N	Safeguard D & J Scaffolding Ltd	Station Goods Yard, Ham Road, Shoreham-by-Sea, BN43 6PA	Construction and Tool Hire	Hiring And Contract Services
26D	169.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
27F	171.0	W	Greens Chemist	1-3, St. Marys Road, Shoreham-by-Sea, BN43 5ZA	Chemists and Pharmacies	Health Practitioners And Establishments
28E	174.0	NW	First Source Technology Ltd	5, Brunswick Road, Shoreham-by-Sea, BN43 5WA	Electrical Components	Industrial Products
29E	175.0	NW	The Sweat Shop	7a, Brunswick Road, Shoreham-by-Sea, BN43 5WA	Clothing, Components and Accessories	Consumer Products
30E	176.0	NW	Andrew Lamb	9, Brunswick Road, Shoreham-by-Sea, BN43 5WA	Jewellery and Fashion Accessories	Clothing And Accessories
31F	178.0	W	Adur Bath Tubs	5, St. Marys Road, Shoreham-by-Sea, BN43 5ZA	Bathroom Fixtures, Fittings and Sanitary Equipment	Consumer Products
32	178.0	SW	Slipway	-	Moorings and Unloading Facilities	Water
33F	186.0	W	Express Export Services	Basildon Chambers 35, East Street, Shoreham-by-Sea, BN43 5ZD	Distribution and Haulage	Transport, Storage And Delivery
34	187.0	NW	Perkins & Robins Garage	Ham Road, Shoreham-by-Sea, BN43 6PA	Vehicle Repair and Servicing	Repair And Servicing
35G	190.0	E	Frosts Vauxhall	69-75, Brighton Road, Shoreham-by-Sea, BN43 6RE	Vehicle Repair and Servicing	Repair And Servicing
36	193.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
37	195.0	N	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
38	196.0	N	Shoreham-By-Sea Station	-	Railway Stations, Junctions and Halts	Transport Access Points
39	196.0	NW	Access Cars & Busses	1 St. Marys House, St. Marys Road, Shoreham-by-Sea, BN43 5ZA	Vehicle Hire and Rental	Hiring And Contract Services
40G	201.0	E	Aspect Corporate Clothing	67, Brighton Road, Shoreham-by-Sea, BN43 6RE	Clothing, Components and Accessories	Consumer Products
41	203.0	S	Jetty	-	Moorings and Unloading Facilities	Water
42G	203.0	E	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
43	205.0	NE	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
44	210.0	E	Minelco Specialities Ltd	Free Wharf, Brighton Road, Shoreham-by-Sea, BN43 6RE	Sand, Gravel and Clay Extraction and Merchants	Extractive Industries
45H	215.0	E	Simon King	63, Brighton Road, Shoreham-by-Sea, BN43 6RE	Medical Equipment, Supplies and Pharmaceuticals	Industrial Products
46H	215.0	E	Commercial Catering Supplies	63, Brighton Road, Shoreham-by-Sea, BN43 6RE	Food and Beverage Industry Machinery	Industrial Products
47I	217.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
48K	219.0	W	Shoreham Service Station	412-414, Brighton Road, Shoreham-by-Sea, BN43 5DR	Petrol and Fuel Stations	Road And Rail
49	223.0	NW	Western Road Garage	Western Road, Shoreham-by-Sea, BN43 5WD	Vehicle Repair and Servicing	Repair And Servicing
50I	227.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
51J	237.0	SW	Jetty	-	Moorings and Unloading Facilities	Water
52	238.0	S	Slipway	-	Moorings and Unloading Facilities	Water
53	245.0	E	American Motor Cycle Works	Unit 2 Ham Business Centre, Brighton Road, Shoreham-by-Sea, BN43 6RE	New Vehicles	Motoring

54J	246.0	SW	Slipway	-	Moorings and Unloading Facilities	Water
55	249.0	N	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
56	250.0	W	Qs Plc	15, East Street, Shoreham-by-Sea, BN43 5ZE	Clothing	Clothing And Accessories

3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site: 2

The following petrol or fuel site records provided by Catalist are represented as points on the Current Land Use map:

ID	Distance	Direction	NGR	Company	Address	LPG	Status
57	102.0	E	521987, 105008	Esso	Frosts Cars Ltd, 69-75, Brighton Road, Brighton Road Shoreham-by-sea, West Sussex, BN43 6RT	Not Applicable	Obsolete
58K	233.0	W	521540, 105142	Jet	Shoreham Filling Station, 412-414, Brighton Road, Brighton Road Shoreham-by-sea, West Sussex, BN43 5DR	No	Open

3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site: 0

Database searched and no data found.

4. Geology

4.1 Artificial Ground and Made Ground

The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

4.2 Superficial Ground and Drift Geology

The database has been searched on site, including a 50m buffer.

Lex Code	Description	Rock Type
HEAD-CSSG	HEAD	CLAY, SILT, SAND AND GRAVEL
BTFU-CSSG	BEACH AND TIDAL FLAT DEPOSITS (UNDIFFERENTIATED)	CLAY, SILT, SAND AND GRAVEL

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

4.3 Bedrock and Solid Geology

The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
NCK-CHLK	NEWHAVEN CHALK FORMATION	CHALK

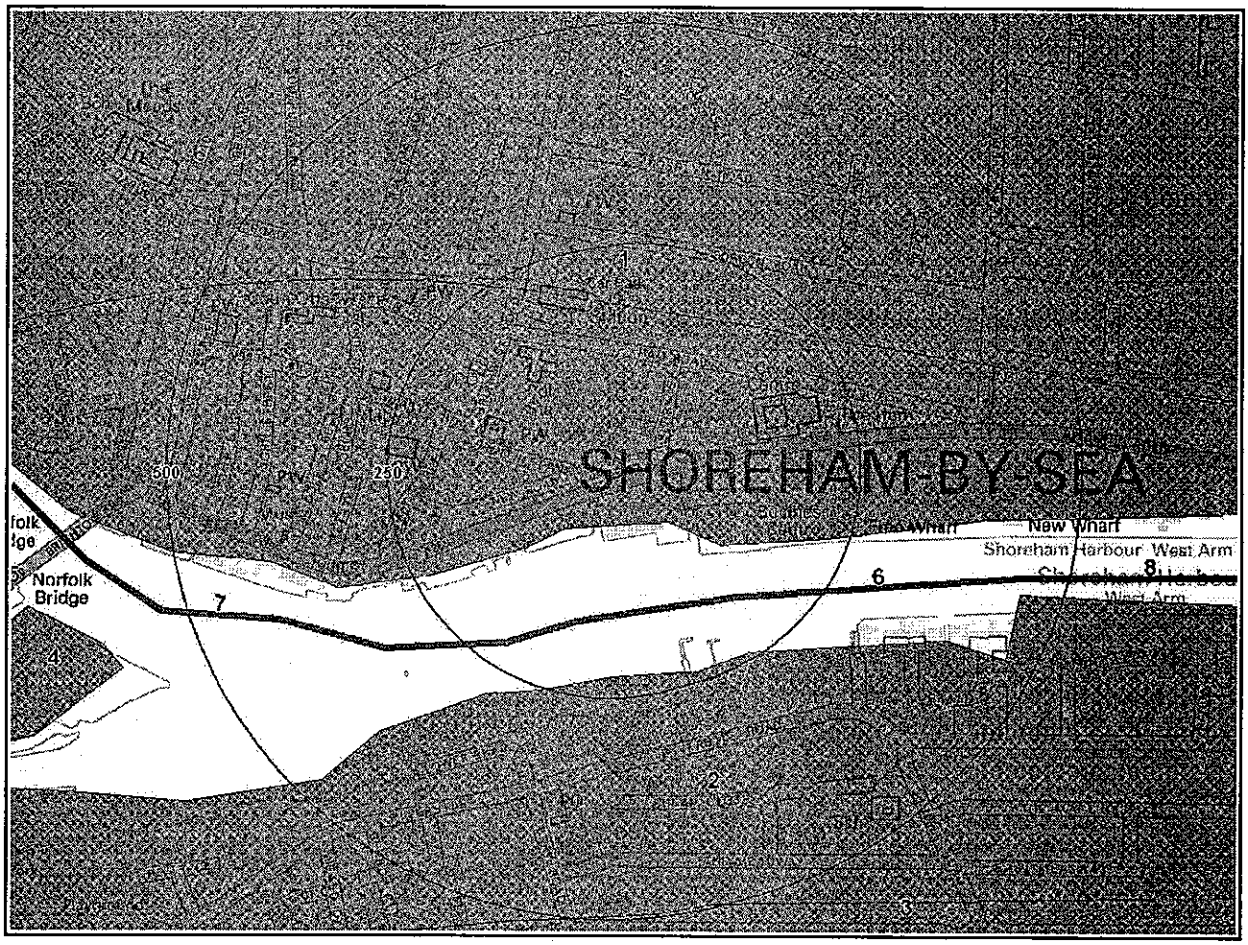
(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

For more detailed geological and ground stability data please refer to the "GroundSure GeoInsight". Available from our website.

5. Hydrogeology and Hydrology - Aquifer and Abstraction Licence Map

NW N NE

W



E

SW S SE

Hydrogeology and Hydrology Legend

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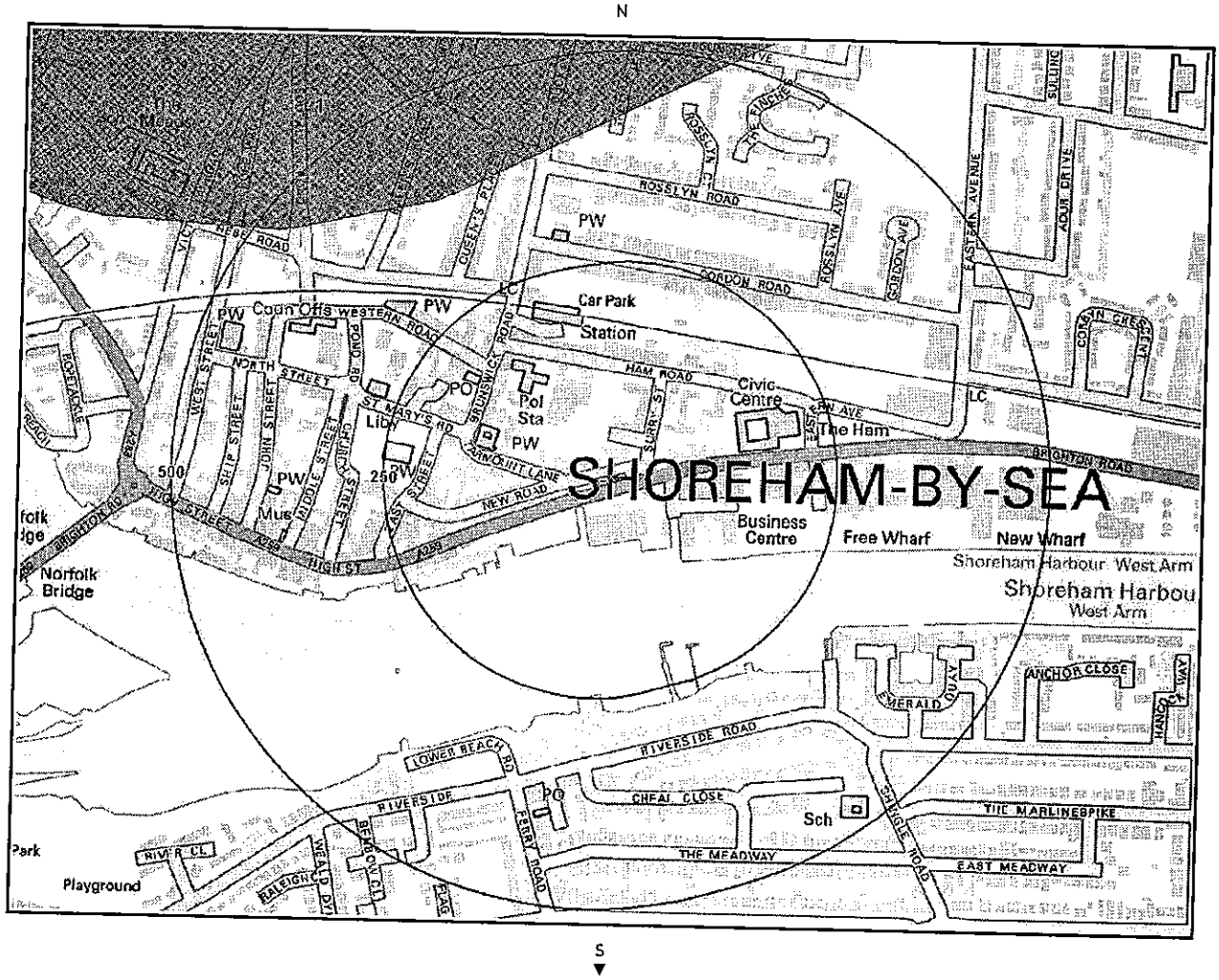
- Site Outline
- Search Buffers (m): 250, 500
- Minor Aquifer - Low Leaching Potential
- Minor Aquifer - Intermediate Leaching Potential
- Minor Aquifer - High Leaching Potential
- Major Aquifer - Low Leaching Potential
- Major Aquifer - Intermediate Leaching Potential
- Major Aquifer - High Leaching Potential
- Main River
- Groundwater Abstraction Licence
- Surface Water Abstraction Licence

5b. Hydrogeology and Hydrology - SPZ and Potable Water Abstraction Map



Hydrogeology and Hydrology Legend

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- Site Outline
- Search Buffers (m): 250, 500
- Source Protection Zone 1 - Inner Catchment
- Source Protection Zone 2 - Outer Catchment
- Source Protection Zone 3 - Total Catchment
- Source Protection Zone 4 - Zone of Special Interest
- Potable Water Abstraction Licence

5. Hydrogeology and Hydrology

5.1 Groundwater Vulnerability and Soil Classification

Records of aquifer and soil classification within 200m of the study site: **Yes**

The following groundwater information is represented as polygons on the Aquifer and Abstraction Licence Map:

ID	Distance	Direction	Classification
1	0.0	On Site	Major Aquifer/High Leaching Potential

5.2 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site? **No**

Database searched and no data found.

5.3 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site? **No**

Database searched and no data found.

5.4 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site? **Yes**

The following Potable Water Abstraction Licences records are represented as points, lines and regions on the SPZ and Potable Water Abstraction Map:

ID	Distance	Direction	NGR	Details	
Not shown	1931.0	NW	521090,106870	Licence No: 10/41/260103 Details: Potable Water Supply - Direct Direct Source: Southern Region Groundwater Point: Shoreham Ps Bh 1 Data Type: Point	Original Application No: Original Start Date: - Expiry Date: - Issue No: 100 Version Start Date: Version End Date: -
Not shown	1931.0	NW	521090,106870	Licence No: 10/41/260103 Details: Potable Water Supply - Direct Direct Source: Southern Region Groundwater Point: Shoreham Ps Bh 2 Data Type: Point	Original Application No: Original Start Date: - Expiry Date: - Issue No: 100 Version Start Date: Version End Date: -
Not shown	1931.0	NW	521090,106870	Licence No: 10/41/260103 Details: Potable Water Supply - Direct Direct Source: Southern Region Groundwater Point: Shoreham Ps Springs Data Type: Point	Original Application No: Original Start Date: - Expiry Date: - Issue No: 100 Version Start Date: Version End Date: -

5.5 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site? **Yes**

The following Source Protection Zones records are represented on the SPZ and Potable Water Abstraction Map:

ID	Distance	Direction	Type	Description
1	376.0	NW	3.0	Total Catchment

5.6 River Quality

Is there any Environment Agency information on river quality within 500m of the study site? **No**

Database searched and no data found.

5.7 Main Rivers

Are there any Main Rivers within 500m of the study site? **Yes**

The following main river records are represented on the Aquifer and Abstractions Map:

ID	Distance	Direction
6	154.0	S
7	220.0	SW
8	495.0	E

5.8 Surface Water Features

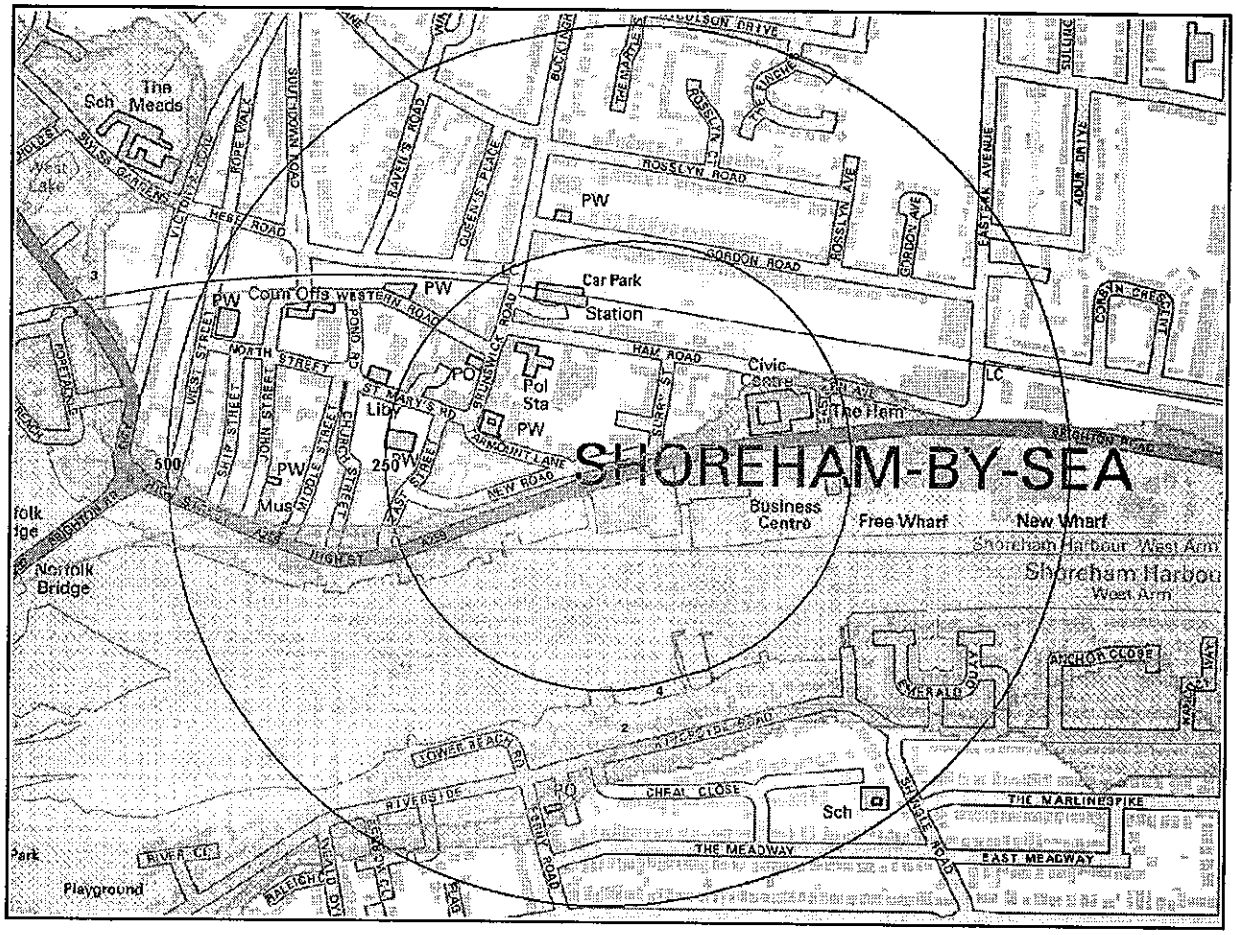
Are there any surface water features within 250m of the study site? **Yes**

The following surface water records are not represented on mapping:

Distance to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	No	Yes	Yes

6. Surface Water Flood Map

NW N NE



W E

SW S SE

Surface Water Flood Legend

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Site Outline

250 / 500 Search Buffers (m)

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

6. Flooding

6.1 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

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

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

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

ID	Distance	Direction	Update	Type
1	0.0	On Site	12-Jan-2009	Zone 2 - (Tidal)
2	89.0	S	12-Jan-2009	Zone 2 - (Tidal)

6.2 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

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

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

The following floodplain records are represented as blue shading on the Flood Map:

ID	Distance	Direction	Update	Type
4	10.0	SE	12-Jan-2009	Zone 3 - (Tidal)

6.3 Flood Defences

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

6.4 Areas benefiting from Flood Defences

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

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

6.5 Areas used for Flood Storage

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

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

6.6 Groundwater Flooding Susceptibility Areas

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

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

Guidance: Where high groundwater flooding 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.

6.7 Groundwater Flooding Confidence Areas

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

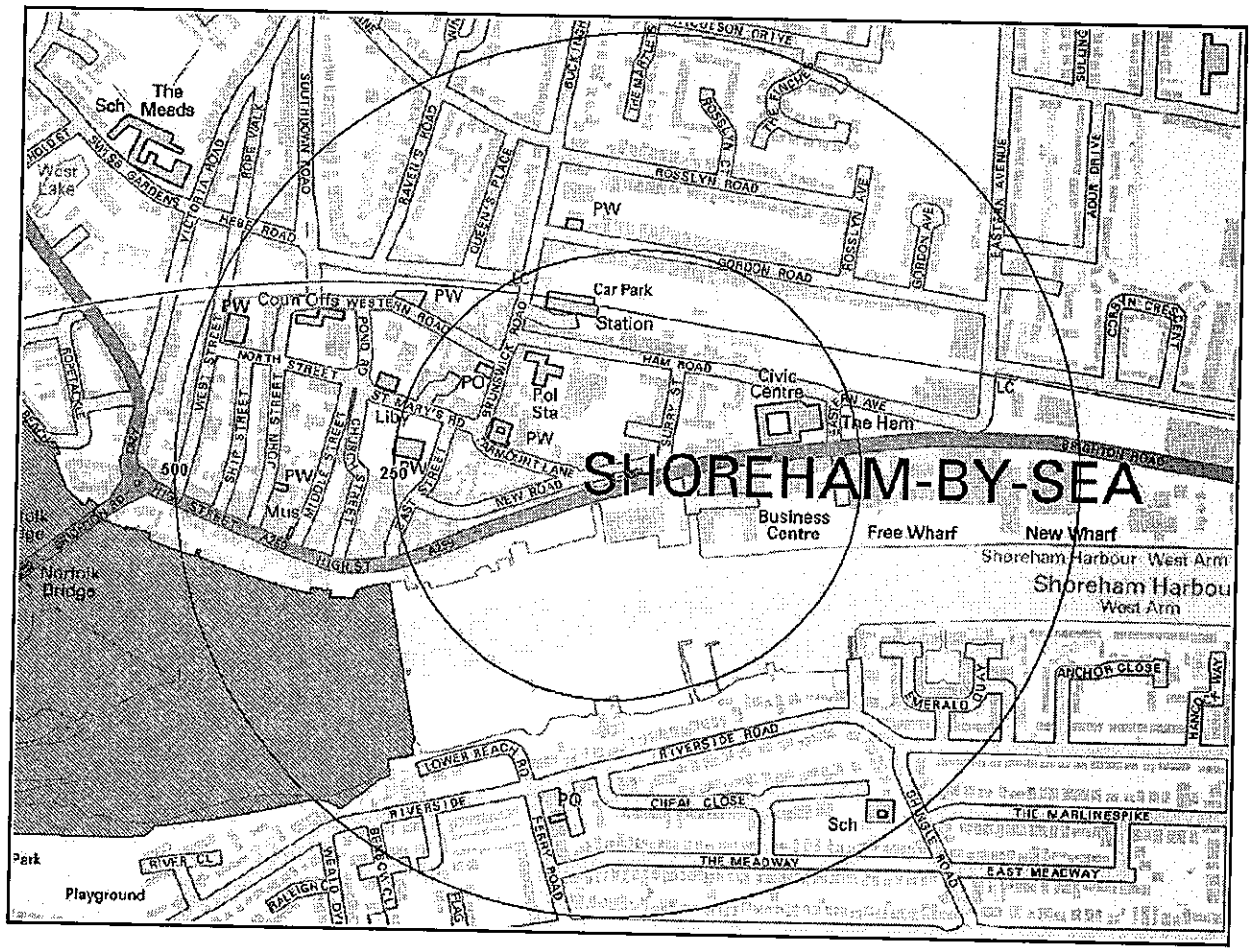
Notes:

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

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

7.Designated Environmentally Sensitive Sites Map

NW N NE



W E

SW S SE

Designated Environmentally Sensitive Sites Legend

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- Site Outline
- Search Buffers (m) — 250 / 500
- SAC
- SSSI
- NNR
- World Heritage Sites
- SPA
- Ramsar
- LNR
- Environmentally Sensitive Areas
- Areas of Outstanding Natural Beauty
- Nitrate Sensitive Areas
- National Parks

7.Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? Yes

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: 1

The following Site of Special Scientific Interest (SSSI) records provided by Natural England/Countryside Council for Wales and Scottish Natural Heritage are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	SSSI Name	Data Source
1	282.0	SW	Adur Estuary	Natural England

Records of National Nature Reserves (NNR) within 500m of the study site: 0

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: 0

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: 0

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: 0

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: 0

Database searched and no data found.

Records of World Heritage Sites within 500m of the study site: 0

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: 0

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: 0

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: 0

Database searched and no data found.

Records of Nitrate Sensitive Areas within 500m of the study site: 0

Database searched and no data found.

The following Nitrate Vulnerable Zone records produced by DEFRA are not represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	NVZ Name	Data Source
	376.0	E	No place name provided	DEFRA

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information, please obtain a GroundSure GeoInsight. Available from our website. The following information has been found:

8.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site? **Very Low**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.

8.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site? **Very Low**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

8.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site? **Null - Negligible**

Database searched and no data found.

8.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site? **Moderate**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard
Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build – consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property –possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.

8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? **Null - Negligible**

Database searched and no data found.

8.1.6 Running Sand

What is the maximum Running Sand* hazard rating identified on the study site? **Moderate**

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Significant potential for running sand problems with relatively small changes in ground conditions. Avoid large amounts of water entering the ground (for example through pipe leakage or soak-aways). Do not dig (deep) holes into saturated ground near the property without technical advice. For new build – consider the consequences of soil and groundwater conditions during and after construction. For existing property – possible increase in insurance risk from running sand, for example, due to water leakage, high rainfall events or flooding.

* This indicates an automatically generated 50m buffer and site.

9.Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site? **No**

Database searched and no data found.

9.2 Shallow Mining

What is the hazard of subsidence relating to shallow mining on-site (including a 150m buffer) ? **Low**

Guidance: Where low potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, but that it is unlikely to be of significant concern in this area. However, it is recommended that you do obtain a Coal Authority mining search in this area, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? **No**

Database searched and no data found.

10.Contacts

CENTREMAPS
Telephone: 01886 832972
groundsure@centremaps.co.uk
CENTREMAPS, Brockamin House, Leigh, Worcester, London, WR6 5JU

centremapslive.com
the mapping portal from Laser Surveys

Directors: M C Walker, MInst C.E.S., C M Walker,
S J Hawkins BSc (Hons), S E Stewart BSc (Hons)
Registered No. 1890261 Registered in England and Wales
Registered Company: Laser Surveys Limited
Brockamin House, Leigh, Worcester, WR6 5JU.

British Geological Survey (England & Wales)

Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143. Fax: 0115 936 3276. Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

Environment Agency

National Customer Contact Centre
PO Box 544
Rotherham
S60 1BY
Tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Environment Agency

Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 www.hpa.org.uk/radiation
Radon measures and general radon information and guidance

Health Protection Agency

The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848. DX 716176 Mansfield 5
www.coal-authority.co.uk
Coal mining reports and related enquiries

The COAL AUTHORITY

Ordnance Survey

Romsey Road
Southampton SO16 4GU
Tel: 08456 050505

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Local Authority

Authority: Adur District Council
Phone: 01273 263000
Web: www.adur.gov.uk
Address: Civic Centre, Ham Road, Shoreham-by-Sea, West Sussex, BN43 6PR

Get Mapping PLC

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

getmapping®

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Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, English Nature who retain the Copyright and Intellectual Property Rights for the data.

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Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:
"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.
"Commission" means an order for Consultancy Services submitted by a Client.
"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.
"Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.
"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11 .
"Client" means the party that submits an Order or Commission.
"Data Provider" means any third party providing Content to GroundSure.
"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.
"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.
"Home Information Pack" means a combination of reports required when selling a residential property.
"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.
"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.
"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.
"Order Website" means online platform via which Orders may be placed.
"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.
"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.
"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.
"Site" means the landsite in respect of which GroundSure provides the Services.
"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.
2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.
2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.
2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.
2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.
2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.
3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).
3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.
3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party, but such third party cannot rely on the same unless expressly permitted under condition 4.
3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to use the information contained in the Report, Mapping or in a report prepared by GroundSure in respect of or arising out of the Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in conditions 4.2 and 4.3.
4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a tending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and tenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.
4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.
4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.
4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.
4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.
5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ["Payment Date"]. GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgement) at the rate of five per cent per annum above the Bank of England base rate from time to time.
5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.
6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.
6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful default.
7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:

(i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
(ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part II(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of the Contract for £5 million in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i)the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or
(ii)the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
(iii)the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
(iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i)the Client or Beneficiary's failure to provide facilities, access or information;
(ii)fire, storm, flood, tempest or epidemic;
(iii)Acts of God or the public enemy;
(iv)riot, civil commotion or war;
(v)strikes, labour disputes or industrial action;
(vi)acts or regulations of any governmental or other agency;
(vii)suspension or delay of services at public registries by Data Providers; or
(viii)changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

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