

Report on:
Land at Buckland Newton
Dorchester
Dorset

Prepared For:
Humphries Kirk
40 High West St
Dorchester
Dorset
DT1 1UR

Report Reference:
SCPRO-23910135-1-1

Report Date:
31st December 2007

Your Reference:
HY 50134-1-8_SCD

Report Centre
National Grid Reference:
369210, 105610



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Email: info@landmarkinfo.co.uk
Website: www.landmarkinfo.co.uk

Contents of the Report

This report is divided into eleven sections

Aerial Photo

The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer used throughout the report (250m).

Location Map

The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.

Summary of Site

This section comprises source, pathway and receptor information found on site. Other factors which may affect the site are also included.

Summary

This section comprises of a summary table of the information found on site and in its vicinity.

Current Land Use

This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.

Historical Land Use

This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.

Sensitivity

This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. The section also contains a separate Flood Map.

Other Factors

This section contains information on other factors which may affect the site and its vicinity.

Useful Information

This section contains information which may be of use when interpreting the report.

Useful Contacts

All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.

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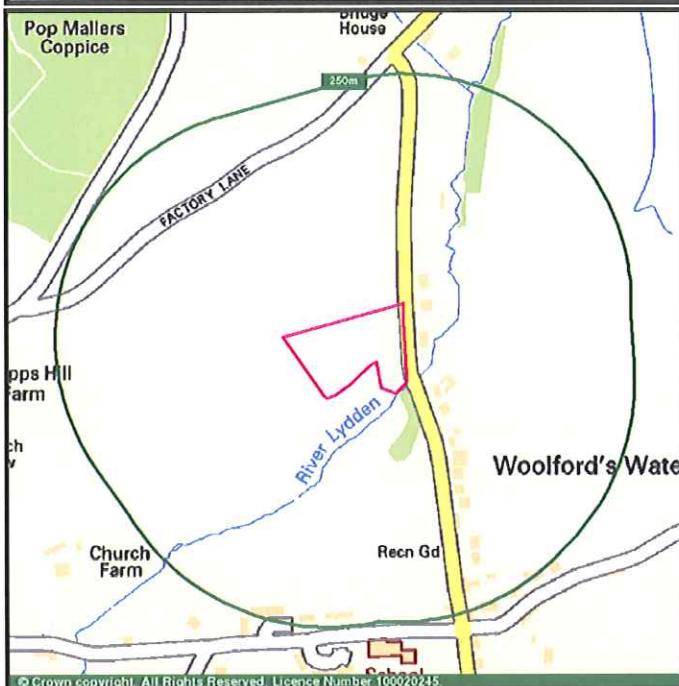
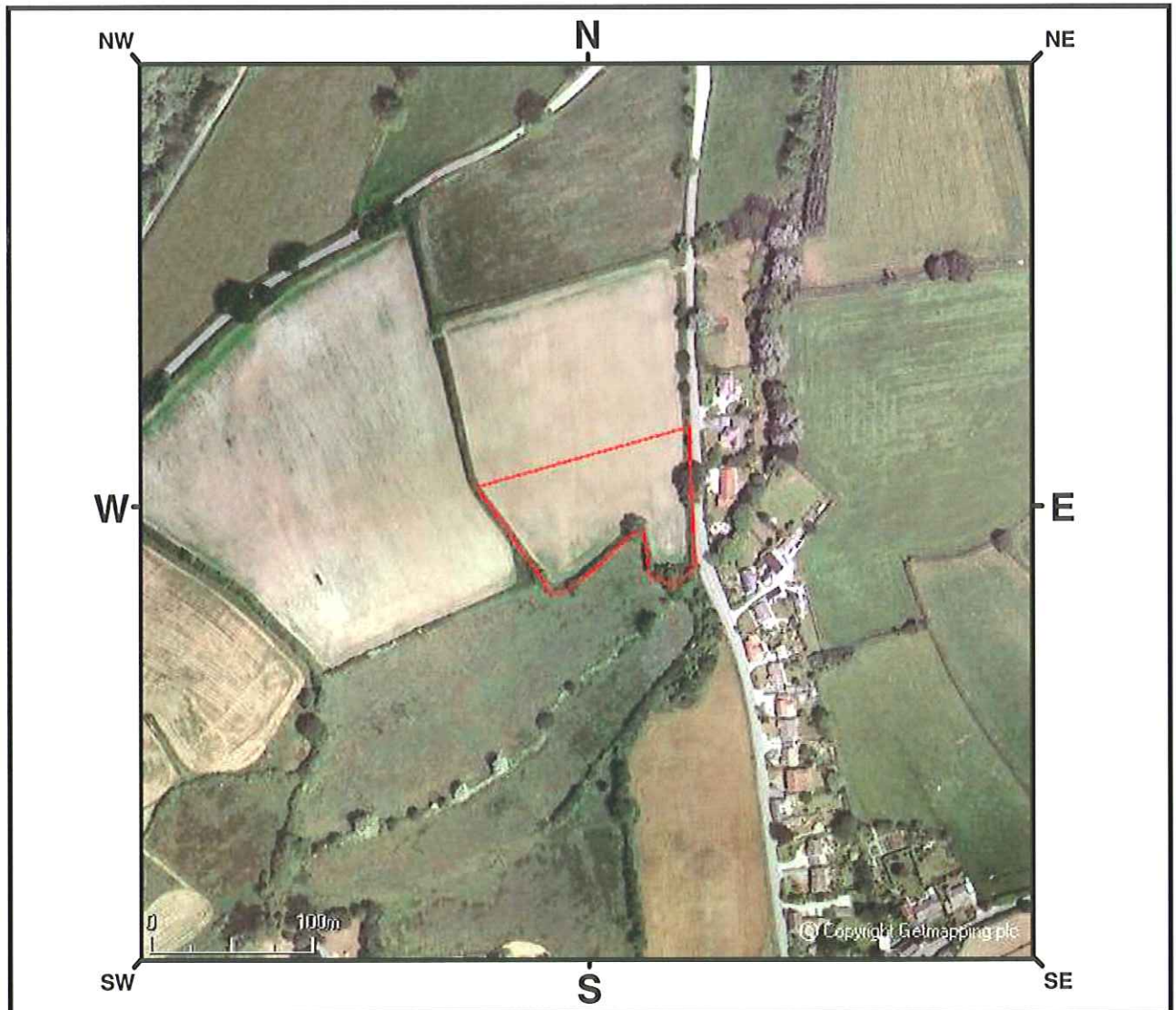
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Aerial Photo



Site

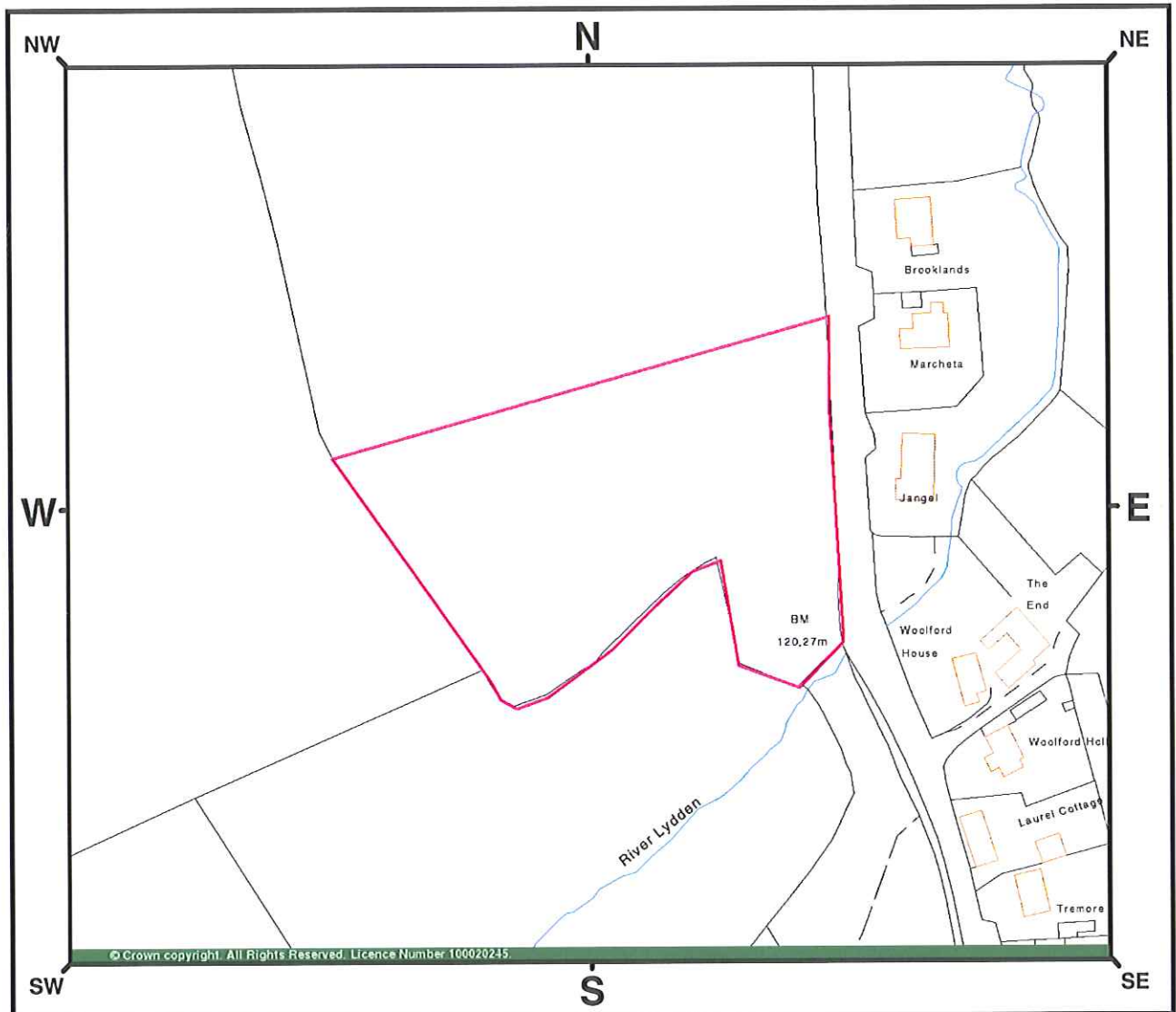
Land at Buckland Newton
Dorchester
Dorset

Grid Reference

Easting 369210

Northing 105610

Location Map



Site

Land at Buckland Newton
Dorchester
Dorset

Grid Reference

Easting 369210

Northing 105610

Summary of Site

Land at Buckland Newton Dorchester, Dorset

Sources

Current Land Use

Waste/Landfill Sites

Local Authority Landfill Coverage

Dorset County Council, - Has supplied landfill data. Contact ref: 2

West Dorset District Council, - Has supplied landfill data. Contact ref: 1

Historical Land Use

No features were found on the site for this section.

Summary of Site

Land at Buckland Newton Dorchester, Dorset

Pathways and Receptors

Sensitivity

Ref. No.

Pathways

Groundwater Vulnerability

Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of Intermediate Leaching Potential (I1) - Soils which can possibly transmit a wide range of pollutants, Map Scale: 1:100,000, Map Name: Sheet 43 East Somerset and South West Wiltshire. Contact ref: 3 -

Geological Classification: Non Aquifer (Negligibly permeable) - Formations which are generally regarded as containing insignificant quantities of groundwater. However, groundwater flow through such rocks, although imperceptible, does take place and needs to be considered in assessing the risk associated with persistent pollutants, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 43 East Somerset and South West Wiltshire. Contact ref: 3 -

Drift Deposits

No -

Areas Benefiting from Flood Defences

No -

Flood Water Storage Areas

No -

Flood Defences

No -

Environmentally Sensitive Receptors

Areas of Outstanding Natural Beauty

Dorset, Designation Date: 31st July 1959, Area (m2): 1129042432. Contact ref: 4

1

Land at Buckland Newton Dorchester, Dorset

Other Factors

Brine Compensation Areas

No

Coal Mining Affected Areas

In an area which may not be affected by coal mining

Radon Affected Areas

Less than 1% of homes are above the Action Level. Contact ref: 5

Radon Protection Measures

Basic radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 6

Potential for Collapsible Ground Stability Hazards

No Hazard

Potential for Compressible Ground Stability Hazards

No Hazard. Contact ref: 6

Potential for Ground Dissolution Stability Hazards

No Hazard

Potential for Landslide Ground Stability Hazards

Very Low. Contact ref: 6

Potential for Running Sand Ground Stability Hazards

Very Low. Contact ref: 6

Potential for Shrinking or Swelling Clay Ground Stability Hazards

Low. Contact ref: 6

Shallow Mining Hazards

No Hazard

Summary

Current Land Use

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

Summary

Historical Land Use

	On Site	0-250m
Sources	0	0
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	0
Potentially Contaminative Industrial Uses (Past Land Use)	0	0
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	0

Sensitivity

	On Site	0-250m
Pathways and Receptors	3	3
Pathways		
Groundwater Vulnerability	2	N/A
Drift Deposits	0	N/A
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	0	1
Flooding from Rivers or Sea without Defences	0	1
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0
River Flood Data (Scotland)	0	0
Environmentally Sensitive Receptors		
Areas of Outstanding Natural Beauty	1	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	0	1
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	0	0
Protected Countryside Areas		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0

Summary

Other Factors

	On Site 6	0-250m 4
Brine Compensation Areas	0	N/A
Coal Mining Affected Areas	0	N/A
Mining Instability	0	0
Natural and Mining Cavities	0	0
Radon Affected Areas	1	N/A
Radon Protection Measures	1	N/A
Potential for Collapsible Ground Stability Hazards	0	0
Potential for Compressible Ground Stability Hazards	1	1
Potential for Ground Dissolution Stability Hazards	0	0
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	1
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1
Shallow Mining Hazards	0	0



Current Land Use

Sources

Description	Ref. No.	Search Buffer	Direction
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Waste/Landfill Sites

Local Authority Landfill Coverage

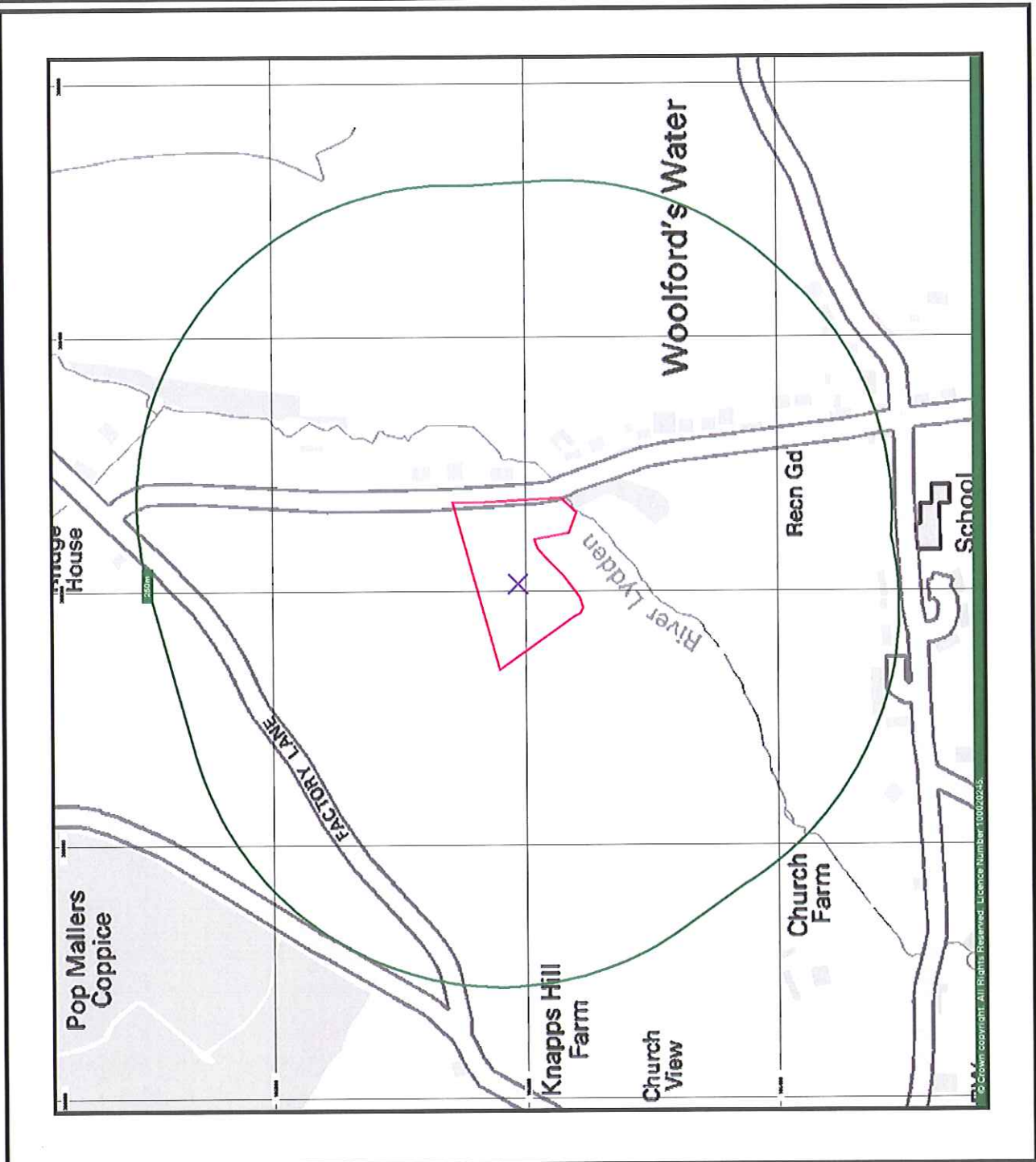
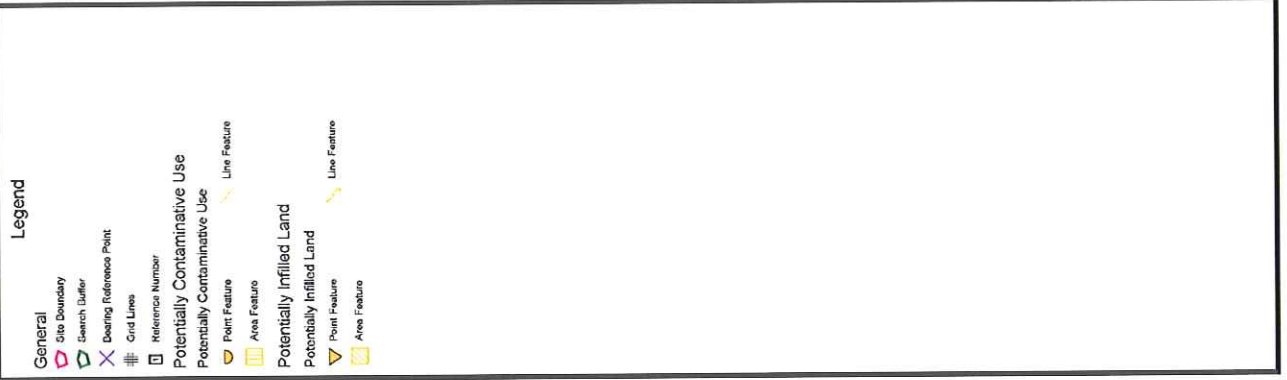
West Dorset District Council, - Has supplied landfill data. Contact ref: 1	-	On Site	-
Dorset County Council, - Has supplied landfill data. Contact ref: 2	-	On Site	-

Discharge Consents

Discharge Consents

Magna Housing Association Limited, Old Peoples Bunglws(Buckland Newtn),(Near School),Buckland Newton,Dorset, Sewage Discharge, Reference: 050868, Version: 1, Status: Transferred from Rivers (Prevention of Pollution) Act 1951-1961, Positional Accuracy: Located by supplier to within 100m. Contact ref: 3	1	0-250m	S
Morris, D Dr, Plot 1 Adjacent The Hollies,B3143,Buckland Newton,Dorchester Dorset, Sewage Discharge, Reference: 051113, Version: 1, Status: Transferred from Rivers (Prevention of Pollution) Act 1951-1961, Positional Accuracy: Located by supplier to within 100m. Contact ref: 3	2	0-250m	SE
Mr & Mrs Cox, Plot 2 Adjacent The Hollies,B3143,Buckland Newton,Dorchester, Dorset, Sewage Discharge, Reference: 051114, Version: 1, Status: Transferred from Rivers (Prevention of Pollution) Act 1951-1961, Positional Accuracy: Located by supplier to within 100m. Contact ref: 3	3	0-250m	SE

Historical Land Use



Historical Land Use

Sources

No Features were found for this section

Historical Land Use

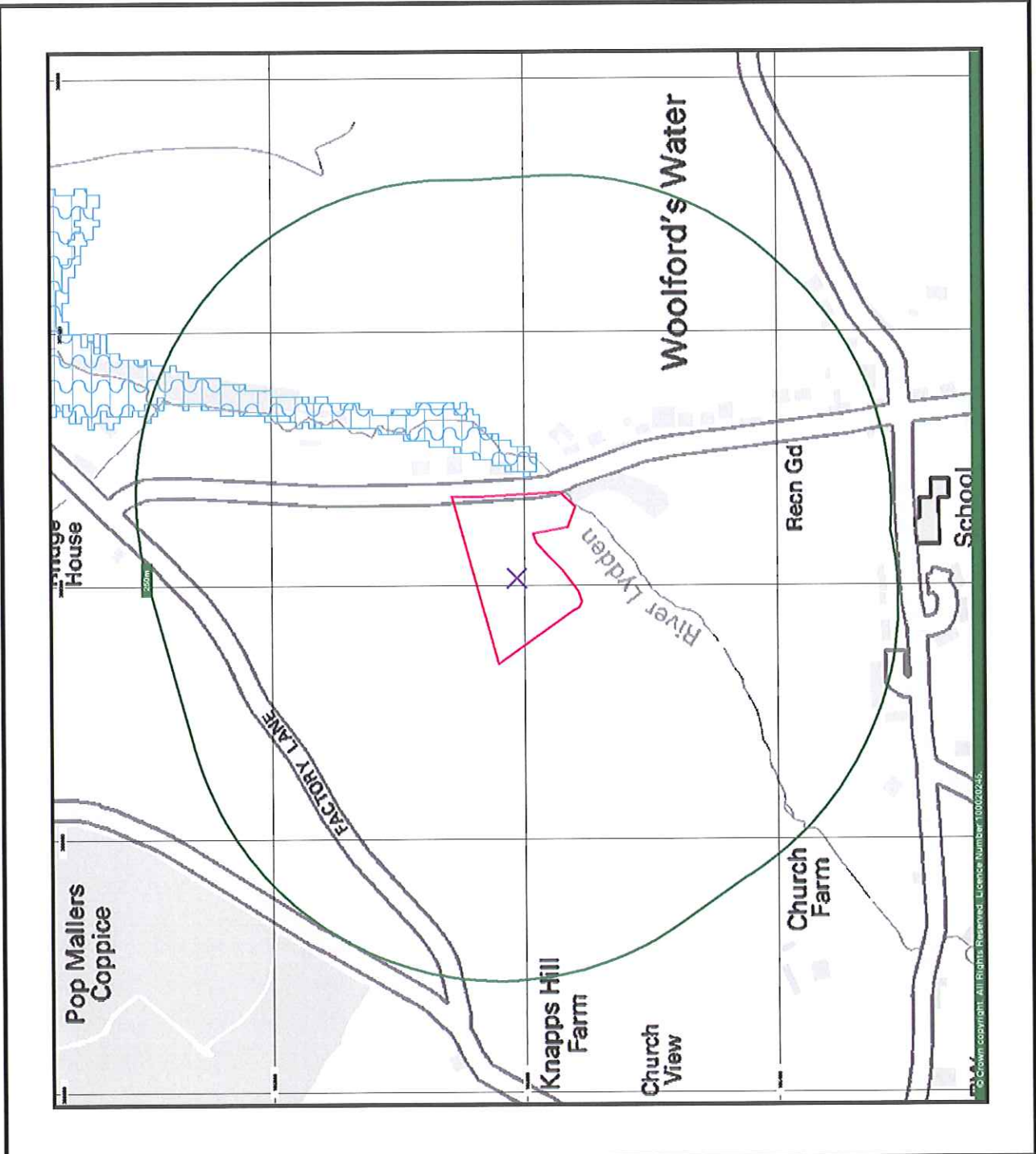
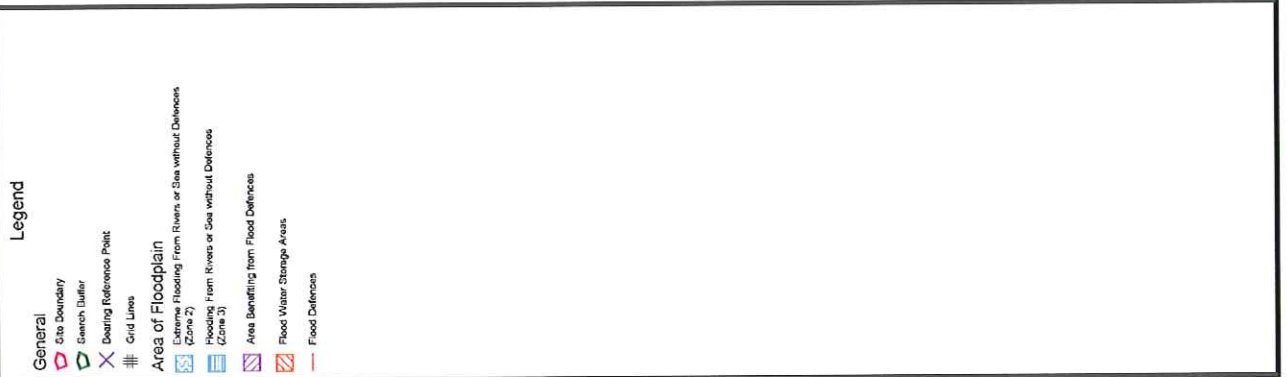
Map Details

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

1:2,500	Mapsheet	Published Date
National Grid	ST6805	1980
National Grid	ST6905	1980

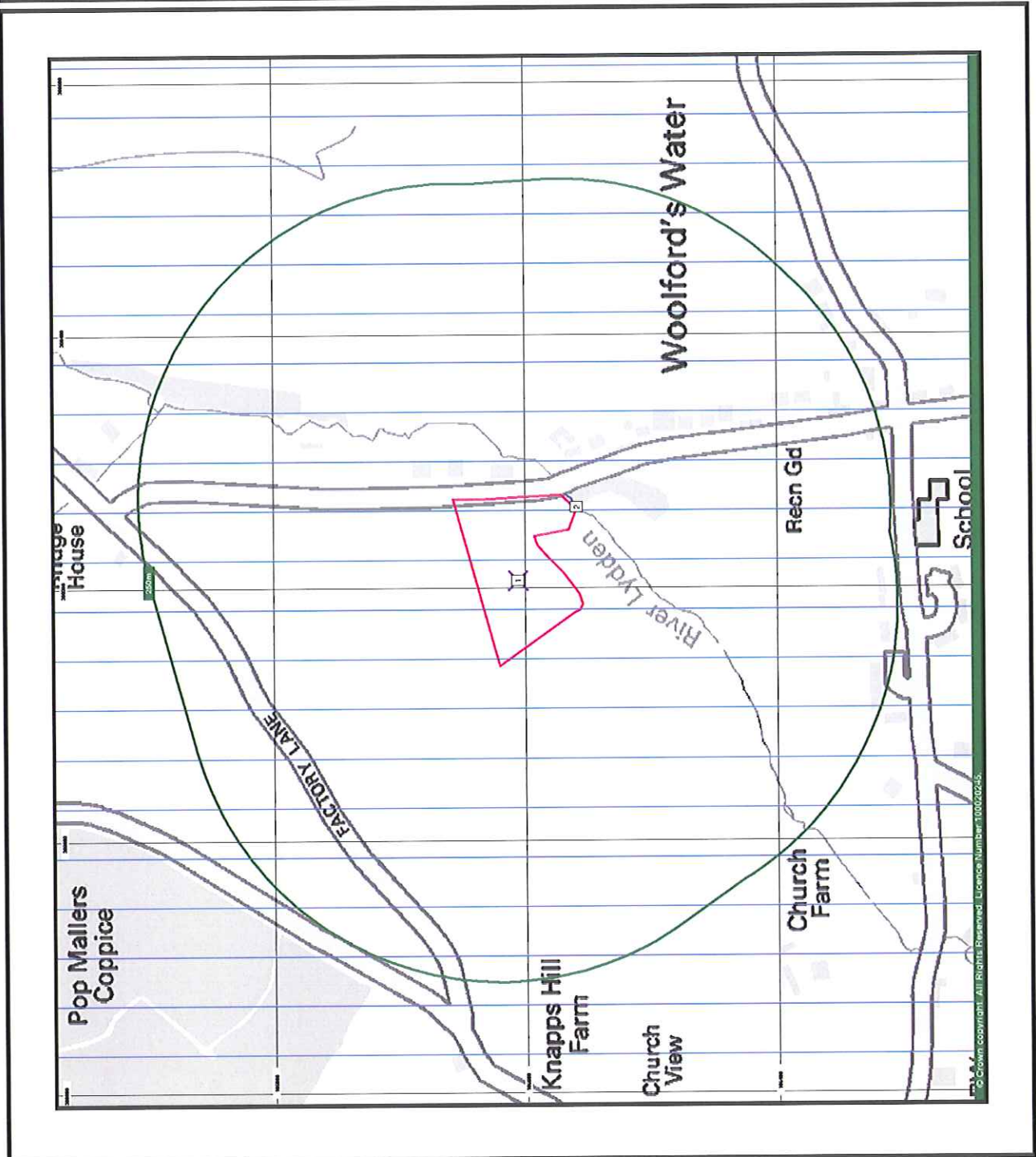
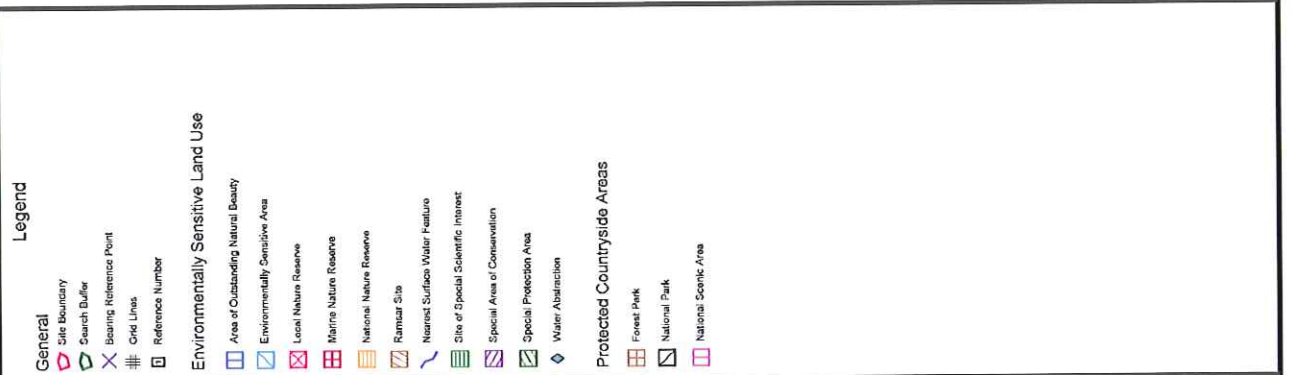
The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information.

1:10,560	Mapsheet	Published Date
Dorset	022_SE	1891
Dorset	022_SE	1903
National Grid	ST60NE	1962
1:10,000	Mapsheet	Published Date
National Grid	ST60NE	1982



Pathways and Receptors

Description	Ref. No.	Search Buffer	Direction
Pathways			
Groundwater Vulnerability			
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of Intermediate Leaching Potential (I1) - Soils which can possibly transmit a wide range of pollutants, Map Scale: 1:100,000, Map Name: Sheet 43 East Somerset and South West Wiltshire. Contact ref: 3	-	On Site	-
Geological Classification: Non Aquifer (Negligibly permeable) - Formations which are generally regarded as containing insignificant quantities of groundwater. However, groundwater flow through such rocks, although imperceptible, does take place and needs to be considered in assessing the risk associated with persistent pollutants, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 43 East Somerset and South West Wiltshire. Contact ref: 3	-	On Site	NW
Drift Deposits			
No	-	N/A	
Extreme Flooding from Rivers or Sea without Defences			
Fluvial. Contact ref: 3	-	0-250m	E
Flooding from Rivers or Sea without Defences			
Fluvial. Contact ref: 3	-	0-250m	E
Areas Benefiting from Flood Defences			
No	-	N/A	
Flood Water Storage Areas			
No	-	N/A	
Flood Defences			
No	-	N/A	



Pathways and Receptors

Description

Ref. No.	Search Buffer	Direction
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Environmentally Sensitive Receptors

Areas of Outstanding Natural Beauty

Dorset, Designation Date: 31st July 1959, Area (m2): 1129042432. Contact ref: 4

1	On Site	-
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Nearest Surface Water Feature

0-250m

2	0-250m	SE
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Other Factors

Description	Search Buffer	Direction
Brine Compensation Areas		
No	N/A	
Coal Mining Affected Areas		
In an area which may not be affected by coal mining	N/A	
Radon Affected Areas		
Less than 1% of homes are above the Action Level. Contact ref: 5	On Site	-
Radon Protection Measures		
Basic radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 6	On Site	-
Potential for Collapsible Ground Stability Hazards		
No Hazard	N/A	
Potential for Compressible Ground Stability Hazards		
No Hazard. Contact ref: 6	On Site	-
Moderate. Contact ref: 6	0-250m	NE
Potential for Ground Dissolution Stability Hazards		
No Hazard	N/A	
Potential for Landslide Ground Stability Hazards		
Very Low. Contact ref: 6	On Site	-
Low. Contact ref: 6	0-250m	SW
Potential for Running Sand Ground Stability Hazards		
Very Low. Contact ref: 6	On Site	E
Low. Contact ref: 6	0-250m	NE
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Low. Contact ref: 6	On Site	-
Moderate. Contact ref: 6	0-250m	NE
Shallow Mining Hazards		
No Hazard	N/A	

Useful Information

Useful Information

Registered Landfill Sites

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

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974.

Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets.

In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set.

This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

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Useful Contacts

Contact Name and Address

- 1 West Dorset District Council Health and Housing**
Stratton House
58-60 High West Street
Dorchester
Dorset
DT1 1UZ

www.westdorset-dc.gov.uk

Telephone 01305 251010
Fax 01305 251481
- 2 Dorset County Council**
County Hall
Colliton Park
Dorchester
Dorset
DT1 1XJ

www.dorsetcc.gov.uk

Telephone 01305 251000
- 3 Environment Agency National Customer Contact Centre (NCCC)**
PO Box 544
Templeborough
Rotherham
S60 1BY

enquiries@environment-agency.gov.uk

Telephone 08708 506 506
- 4 Natural England**
Northminster House
Northminster Road
Peterborough
Cambridgeshire
PE1 1UA

enquiries@naturalengland.org.uk
www.naturalengland.org.uk

Telephone 0845 600 3078
Fax 01733 455103
- 5 Health Protection Agency**
Chilton
Didcot
Oxfordshire
OX11 0RQ

www.hpa.org.uk

Telephone 01235 831600
Fax 01235 833891
- 6 British Geological Survey Enquiry Service**
British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

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

Telephone 0115 936 3143
Fax 0115 936 3276

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

Useful Contacts

Contact Name and Address

Other Contacts

Landmark Information Group Limited

Legal & Financial
The Smith Centre
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RG9 6AB

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a. VAT at the prevailing rate shall be payable in addition to the Landmark 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 Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark 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. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark 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. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

5. Termination

a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-

- i. You fail to make any payment due in accordance with clause 4;
- ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
- iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.

b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.

c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.

c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.o below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.

d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark.

e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.

f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.

g. You acknowledge that:-

- i. Subject to clause 6.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 or omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of time becoming known to us;

ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;

iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual purpose or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.

iv. Subject to clause 6.o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.

v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.

vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;

vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;

viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

ix. Any support or assistance provided to You in connection with these Terms is at Your risk;

h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.

i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.

If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6.o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.

j. In any event no person may rely on a Service more than 12 months after its original date.

k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.

l. Time shall not be of the essence with respect to the provision of the Services.

m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.

n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.

- o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.
- 7. Contribution**
- a. Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Landmark are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part II(A) of the Environmental Protection Act 1990 ("the Notice") Landmark will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
- the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - the Contribution is strictly limited to the cost of works at the Property Site and at no other site.
 - the Contribution will not be paid in respect of any of the following:
 - Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures.
 - Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
 - Intentional non-compliance arising from the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice 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 Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
- f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Part II(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 a and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
- i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.
- 8. Events Beyond Our Control**
- a. You acknowledge that Landmark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.
- 9. Severability**
- a. If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.
- 10. Governing Law**
- a. These terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.
- 11. General; Complaints**
- Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
 - Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment on Landmark's behalf.
 - No waiver on Landmark's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
 - Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time.
 - Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicable possible.
 - A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.
 - Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to Landmark.