

## Envirocheck<sup>®</sup> Report:

### Licence and Supplementary Information:

#### Order Details:

**Order Number:**

29328774\_1\_1

**Customer Reference:**

wef

**National Grid Reference:**

440750,553270

**Site Area (Ha):**

500.

**Site Details:**

Site at 440752.83,553265.76

#### Client Details:

Mr S Brighty  
Promap Account WEBINAR  
The Smith Centre  
Henley  
RG9 6AB

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All data is supplied in British National Grid (datum OSGB1936).

Report Version v42.0

### Local Development Plans (LDP)

Land use policies are collected from local authorities throughout Great Britain. They are the Local Development documents published by the local authority detailing the planning strategy for that region.

This dataset contains a one-to-many relationship between mapped features and policies. Where applicable, these are supplied as repeating fields, and are joined to the parent feature by their unique ID.

Short Name	Long Name	Example	Description
ID	UNIQUE ID:	75616092	
Plan_Type	Local Development Plan Type:	Local Plan Feature	Development Plan Type
Class	Classification:	Housing	Classification of the feature
Local_Auth	Local Authority:	Sunderland City Metropolitan Borough Council, Planning	Data source
Map_Name	Map Name:	Urban Area	Name of map from which feature was derived
Map_Scale	Map Scale:	1:10,000	Scale of source map (where supplied)
Back_Type	Background Type:	Background Mapping	Type of map feature was captured from
Doc_ID	Document ID:	201140300002	Version number of document
Doc_Desc	Document Description:	Adopted	Stage of plan or document
Doc_Date	Document Pub. Date:	31st December 1998	Date of publication or submission
Map_Leg	Map Legend Classification Text:	New Sites	Description of feature
Pol_Chap	Plan Policy Chapter:	Housing	Chapter where policy is found
Pol_Ref	Plan Policy Reference:	H7	Policy reference as written in the plan or document
Pol_Chap	Plan Policy Chapter:	Housing	Chapter where policy is found
Pol_Ref	Plan Policy Reference:	H10	Policy reference as written in the plan or document
Pol_Chap	Plan Policy Chapter:	Housing	Chapter where policy is found
Pol_Ref	Plan Policy Reference:	H3	Policy reference as written in the plan or document
Pol_Chap	Plan Policy Chapter:	Housing	Chapter where policy is found
Pol_Ref	Plan Policy Reference:	H5	Policy reference as written in the plan or document
Det_Class	Detailed Classification	Housing	Sub classification of the feature
Pol_Head	Policy Heading	Executive Housing	Title of policy
Pol_Head	Policy Heading	Phasing	Title of policy
Pol_Head	Policy Heading	Land for Housing	Title of policy
Pol_Head	Policy Heading	Land for Housing	Title of policy

### Local Development Plans (LDF)

Land use policies are collected from local authorities throughout Great Britain. They are the Local Development documents published by the local authority detailing the planning strategy for that region.

This dataset contains a one-to-many relationship between mapped features and policies. Where applicable, these are supplied as repeating fields, and are joined to the parent feature by their unique ID.

*No data found in the search area*



Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Other Development Plans</b> UNIQUE ID: 19461102 Plan Title: Sunderland Unitary Development Plan Plan Type: Unitary Plan Plan Status: Adopted Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: 1998 Operational Date: 7th September 1998 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 19461217 Plan Title: Sunderland LDF - Statement of Community Involvement Plan Type: Statement of Community Involvement Plan Status: Adopted Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: 2006 Operational Date: 22nd November 2006 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 31170639 Plan Title: Sunderland LDF - UDP Alteration No.2 (Central Sunderland) Plan Type: Unitary Plan Plan Status: Adopted Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: 2007 Operational Date: 26th September 2007 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 31170640 Plan Title: Sunderland LDF - Core Strategy Plan Type: Core Strategy Plan Status: Under Preparation Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: Not Supplied Operational Date: 1st November 2011 Second Deposit: 1st February 2011 Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 31170641 Plan Title: Sunderland LDF - Housing Allocations Plan Type: Development Plan Document Plan Status: Abandoned Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: Not Supplied Operational Date: Not Supplied Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 33238877 Plan Title: Sunderland LDF - Allocations Plan Type: Development Plan Document Plan Status: Under Preparation Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Date: Not Supplied Operational Date: 1st February 2013 Second Deposit: 1st April 2012 Start Date: Second Deposit End Date: Not Supplied		0	1	441518 553544



Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Other Development Plans</b> UNIQUE ID: 33238878 Plan Title: Sunderland LDF - Hetton Downs Area Action Plan Plan Type: Area Action Plan Plan Status: Under Preparation Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted Not Supplied Date: Operational Date: 1st September 2011 Second Deposit 1st October 2010 Start Date: Second Deposit End Not Supplied Date:		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 35437680 Plan Title: Sunderland LDF - Local Development Scheme Plan Type: Local Development Scheme Plan Status: Approved Local Authority: Sunderland City Metropolitan Borough Council, Planning Approval or Adopted 2009 Date: Operational Date: 1st March 2009 Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		0	1	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 74688235 Plan Title: North East Regional Spatial Strategy Plan Type: Regional Spatial Strategy Plan Status: Approved Local Authority: North East Regional Assembly, Planning Approval or Adopted 2008 Date: Operational Date: 15th July 2008 Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		0	3	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 74688236 Plan Title: North East Regional Waste Delivery Framework Plan Type: Minerals, Waste or combined Minerals and Waste Plan Plan Status: Approved Local Authority: North East Regional Assembly, Planning Approval or Adopted 2008 Date: Operational Date: 1st July 2008 Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		0	3	441518 553544
	<b>Other Development Plans</b> UNIQUE ID: 19460586 Plan Title: County Durham Minerals Local Plan Plan Type: Minerals, Waste or combined Minerals and Waste Plan Plan Status: Adopted Local Authority: Durham County Council Approval or Adopted 2000 Date: Operational Date: 19th December 2000 Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		198	5	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 19460588 Plan Title: County Durham Waste Local Plan 2005 Plan Type: Minerals, Waste or combined Minerals and Waste Plan Plan Status: Adopted Local Authority: Durham County Council Approval or Adopted 2005 Date: Operational Date: 18th April 2005 Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		198	5	441562 551911



Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Other Development Plans</b> UNIQUE ID: 19460593 Plan Title: Easington LDF - Statement of Community Involvement Plan Type: Statement of Community Involvement Plan Status: Adopted Local Authority: Easington District Council (now part of Durham County Council) Approval or Adopted Date: 2006 Operational Date: 6th April 2006 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	2	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 19461758 Plan Title: Durham Structure Plan Plan Type: Structure Plan Plan Status: Adopted Local Authority: Durham County Council Approval or Adopted Date: 1999 Operational Date: 15th December 1999 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	5	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 19461761 Plan Title: Easington District Local Plan 2001 - 2006 Plan Type: Local Plan Plan Status: Adopted Local Authority: Easington District Council (now part of Durham County Council) Approval or Adopted Date: 2001 Operational Date: 28th December 2001 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	2	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 20842286 Plan Title: County Durham Minerals and Waste LDF - Statement of Community Involvement Plan Type: Minerals, Waste or combined Minerals and Waste Plan Plan Status: Adopted Local Authority: Durham County Council Approval or Adopted Date: 2006 Operational Date: 21st August 2006 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	5	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 32492925 Plan Title: County Durham Minerals and Waste LDF - Minerals & Waste Development Scheme Plan Type: Minerals, Waste or combined Minerals and Waste Plan Plan Status: Approved Local Authority: Durham County Council Approval or Adopted Date: 2007 Operational Date: 1st April 2007 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	5	441562 551911



Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Other Development Plans</b> UNIQUE ID: 35437449 Plan Title: Easington LDF - Local Development Scheme Plan Type: Local Development Scheme Plan Status: Approved Local Authority: Easington District Council (now part of Durham County Council) Approval or Adopted Date: 2007 Operational Date: 1st April 2007 Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	2	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 74688279 Plan Title: Durham County Unitary Authority LDF - Local Development Scheme Plan Type: Local Development Scheme Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Date: Not Supplied Operational Date: Not Supplied Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	4	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 74688280 Plan Title: Durham County Unitary Authority LDF - Core Strategy Plan Type: Core Strategy Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Date: Not Supplied Operational Date: Not Supplied Second Deposit: Not Supplied Start Date: Second Deposit End Date: Not Supplied		198	4	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 74688281 Plan Title: Durham County Unitary Authority LDF - Growth Point Area Action Plan: Peterlee Plan Type: Area Action Plan Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Date: Not Supplied Operational Date: 1st October 2011 Second Deposit: 1st November 2010 Start Date: Second Deposit End Date: Not Supplied		198	4	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 74688282 Plan Title: Durham County Unitary Authority LDF - Growth Point Area Action Plan: Spennymoor Plan Type: Area Action Plan Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Date: Not Supplied Operational Date: 1st October 2011 Second Deposit: 1st November 2010 Start Date: Second Deposit End Date: Not Supplied		198	4	441562 551911









Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Other Development Plans</b> UNIQUE ID: 74688283 Plan Title: Durham County Unitary Authority LDF - Statement of Community Involvement Plan Type: Statement of Community Involvement Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Not Supplied Date: Operational Date: Not Supplied Second Deposit Not Supplied Start Date: Second Deposit End Not Supplied Date:		198	4	441562 551911
	<b>Other Development Plans</b> UNIQUE ID: 74688515 Plan Title: Durham County Unitary Authority LDF - Growth Point Area Action Plan: Central and Eastern Bishop Auckland Plan Type: Area Action Plan Plan Status: Under Preparation Local Authority: Durham County Council (Unitary), Planning Department Approval or Adopted Not Supplied Date: Operational Date: 1st October 2011 Second Deposit 1st November 2010 Start Date: Second Deposit End Not Supplied Date:		198	4	441562 551911



Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	<b>Development Plans Search</b> UNIQUE ID: 44330367 Plan Type: Local Plan Plan Title: City Of Sunderland Unitary Development Plan Plan Status: Adopted Local Authority: Landmark Information Group Limited Document Date: 31st December 1998 Document ID: 3137_1		0	6	441518 553544
	<b>Development Plans Search</b> UNIQUE ID: 44330157 Plan Type: Local Plan Plan Title: Easington District Local Plan Plan Status: Adopted Local Authority: Landmark Information Group Limited Document Date: 29th December 2001 Document ID: 3211_1		198	6	441562 551911

A selection of organisations who provide data within this report

Data Supplier	Data Supplier Logo
Ordnance Survey	
Environment Agency	
British Geological Survey	 <b>British Geological Survey</b> NATURAL ENVIRONMENT RESEARCH COUNCIL
Countryside Council for Wales	 CYNGOR CEFN GWLAD CYMRU COUNTRYSIDE COUNCIL FOR WALES
Scottish Natural Heritage	
Natural England	

Contact	Name and Address	Contact Details
1	<b>Sunderland City Metropolitan Borough Council - Planning</b> PO Box 107, Civic Centre, Sunderland, Tyne & Wear, SR2 7DN	Telephone: 0191 553 1000 Fax: 0191 553 1099 Website: <a href="http://www.sunderland.gov.uk">www.sunderland.gov.uk</a>
2	<b>Easington District Council (now part of Durham County Council)</b> Council Offices, Seaside Lane, Easington, Peterlee, County Durham, SR8 3TN	Telephone: 0191 527 0501 Fax: 0191 527 3797 Website: <a href="http://www.easington.gov.uk">www.easington.gov.uk</a>
3	<b>North East Regional Assembly - Planning</b> The Axis Building, Maingate, Kingsway North, Team Valley, Gateshead, NE11 0NQ	Telephone: 0845 673 3343 Fax: 0191 497 8489 Email: <a href="mailto:planning@northeastassembly.gov.uk">planning@northeastassembly.gov.uk</a> Website: <a href="http://www.northeastassembly.gov.uk/">http://www.northeastassembly.gov.uk/</a>
4	<b>Durham County Council (Unitary) - Planning Department</b> County Hall, Durham, DH1 5UL	Telephone: 0300 123 7070 Website: <a href="http://www.durham.gov.uk">www.durham.gov.uk</a>
5	<b>Durham County Council</b> County Hall, Durham, County Durham, DH1 1XE	Telephone: 0191 386 4411 Fax: 0191 383 4096 Website: <a href="http://www.durham.gov.uk">www.durham.gov.uk</a>
6	<b>Landmark Information Group Limited</b> 5 - 7 Abbey Court, Eagle Way, Sowton, Exeter, Devon, EX2 7HY	Telephone: 01392 441761 Fax: 01392 441709 Email: <a href="mailto:cssupport@landmarkinfo.co.uk">cssupport@landmarkinfo.co.uk</a> Website: <a href="http://www.landmarkinfo.co.uk">www.landmarkinfo.co.uk</a>
-	<b>Landmark Information Group Limited</b> The Smith Centre, Henley on Thames, Oxfordshire, RG9 6AB	Telephone: 0844 844 9960 Fax: 0844 844 9951 Email: <a href="mailto:customerservice@promap.co.uk">customerservice@promap.co.uk</a> Website: <a href="http://www.landmarkinfo.co.uk">www.landmarkinfo.co.uk</a>
-	<b>London Borough of Hounslow</b> Civic Centre, Lampton Road, Hounslow, Middlesex, TW3 4DN	Telephone: 020 8862 5970 Fax: 020 8862 5801 Website: <a href="http://www.hounslow.gov.uk">www.hounslow.gov.uk</a>
-	<b>Slough Borough Council</b> Town Hall, Bath Road, Slough, Berkshire, SL1 3UQ	Telephone: 01753 552288 Fax: 01753 692499 Website: <a href="http://www.slough.gov.uk">www.slough.gov.uk</a>

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

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  - iii. any person who provides funding secured on the whole of the Property Site,
  - iv. any person for whom You act in a professional or commercial capacity,
  - v. any person who acts for You in a professional or commercial capacity; and
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- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

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  - 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.

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- 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 of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
  - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

- for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- iv. Subject to clause 6.o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
  - v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
  - vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
  - vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
  - viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
  - ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
  - h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
  - i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & 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:
  - i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
  - ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
  - iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site.
  - iv. the Contribution will not be paid in respect of any of the following:
    - Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
    - Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
    - Intentional non-compliance arising from the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of

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

Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.

Any condition which is caused by acts of War or an Act of Terrorism.

Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure.

Any fines liquidated damages punitive or exemplary damages.

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

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

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

- d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
- f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
- i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice.

## 8. Events Beyond Our Control

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

## 9. Severability

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

## 10. Governing Law

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

## 11. General; Complaints

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