

GROUNDSURE UNDERGROUND



Address: Specimen Address

Your Reference: Client Reference

GroundSure Reference: Report Reference

Grid Reference: 123456,123456

Client: Client Name

Report Date: 27 August 2014



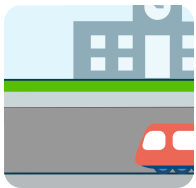
London Underground

The property potentially lies within 50m of the nearest nearest London Underground line. Please see the Expert Assessment for further guidance.



Crossrail

The property lies approximately 886m from the proposed Crossrail route. The nearest Crossrail station will be Paddington, approximately 1155m from the property.



London Underground Line

The nearest London Underground line is the Circle Line. Details of this and any other lines in proximity can be found in Section 1



London Underground Depth

The Circle Line has an approximate depth of 5m at its nearest point.



London Underground Station

The nearest London Underground station is Notting Hill Gate, located approximately 349m from the property.

OVERVIEW AND GUIDANCE



London Underground

The property potentially lies within 50m of the nearest London Underground line. The nearest line is the Circle Line and is situated approximately 5m below ground level.

Guidance

Most London Underground lines operate without any disruption to properties above or in proximity. However, as the property lies in close proximity to a London Underground Line, a purchaser may wish to visit the property at different times of day in order to gauge relative noise and vibration levels which may result from normal operations. It would also be prudent to check the operational hours for the relevant line(s). Furthermore, structural surveys at the property should consider the potential for vibration to have resulted in property damage.

Please note that under Section 122 of the Railways Act 1993, railway operators and London Underground are immune from nuisance legislation regarding operational noise and vibration. Contact details for TfL can be found in the Contacts section of this report.



Crossrail

The property is situated approximately 886m from the proposed Crossrail route.

Guidance

As the property lies over 100m from the Crossrail project, it is not considered that noise or vibration from the service should have any significant impact on the property once operational. However, noise from overground sections of the line can travel significantly further than noise from underground sections. Please check the maps and data within this report to find the locations of overground parts of the line in proximity.

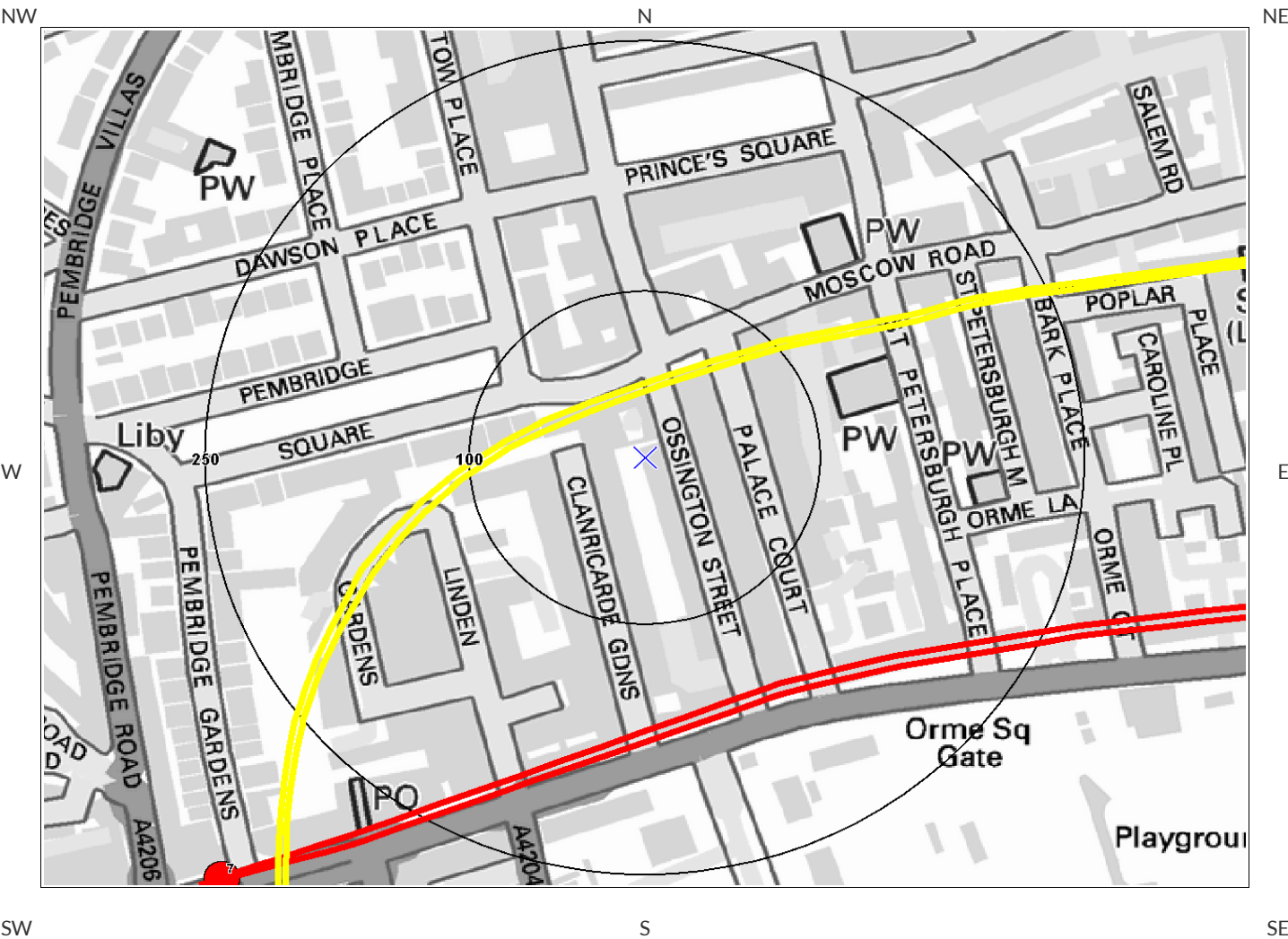
Development Guidance

Guidance

London Underground: If any development is proposed at the study site involving changes to existing foundations (including demolition, structural works, excavation, boreholes, piling or highway works), then consultations should be made to the London Underground Infrastructure Protection team to ascertain whether details of the development will need to be submitted to TfL. The infrastructure Protection team can be contacted on Locationenquiries@tfl.gov.uk.

Crossrail: Given the distance of the property from Crossrail infrastructure, it is not considered likely that development works at the property will require consultation with the Crossrail team. However, in exceptional circumstances the safeguarding zone extends significant distances from the Crossrail route. A prudent purchaser may wish to check whether a property is affected by using the tool available on the Crossrail website <http://www.crossrail.co.uk/route/safeguarding/affected-properties>.























1. London Underground and Crossrail Map



London Underground and Crossrail Legend



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London Underground			Crossrail		
	Site Centre		Bakerloo		Metropolitan
	Site Outline		Central		Northern
	Search Buffers (m)		Circle		Piccadilly
			District		Victoria
			Hammersmith & City		Waterloo & City
			Jubilee		Tube Station
					Surface Alignment
					Proposed Tunnel
					Completed Tunnel
					Crossrail Station
					Crossrail Work Site
					Tunnel Boring Machine

1

London Underground and Crossrail

1.1

London Underground

This data is derived from OpenStreetMap and provides information on the possible locations of London Underground routes. Please note that this data is indicative and should not be used for planning and design of any works at the property.

Have any London Underground routes been identified within 1000m of the property?

Yes

Distance (m)	Direction	London Underground Line	Latest and Earliest Trains
37	N	Circle Line	Mon-Sat: Early 0439 Late 0052, Sun: Early 0621 Late 0059
37	N	District Line	Mon-Sat: Early 0451 Late 0133, Sun: Early 0537 Late 0059
154	S	Central Line	Mon-Sat: Early 0456 Late 0116, Sun: Early 0628 Late 0036
899	N	Hammersmith & City Line	Mon-Sat: Early 0439 Late 0114, Sun: Early 0556 Late 0059

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

1.2

London Underground Stations

This dataset is derived from OpenStreetMap.

Have any London Underground stations been identified within 1000m of the property?

Yes

ID	Distance (m)	Direction	Name
7	349	SW	Notting Hill Gate

ID	Distance (m)	Direction	Name
Not shown	387	E	Bayswater
Not shown	418	E	Queensway
Not shown	913	N	Royal Oak
Not shown	980	SW	Holland Park

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

1.3

Proposed London Underground Tube Lines

This data shows the proposed alignments of the Croyley Rail Link (Metropolitan Line) and the Northern Line extension to Battersea.

Have any Proposed London Underground Tube Lines been identified within 1000m of the property?

No

Database searched and no data found.

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

1.4

Crossrail

Is the property within 1000m of the proposed Crossrail route?

Yes

ID	Distance (m)	Direction	Track Type at nearest point	Construction Status
Not shown	886	N	Surface Alignment	Unknown
Not shown	889	N	Tunnel Alignment	Complete
Not shown	889	N	Tunnel Alignment	Complete

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

The route and distances shown have been digitised from Consolidated Plans in the public domain, published November 2007. This route does not represent the final as-built alignment as tunneling on the route is still in progress. There is potential for some minor deviation due to geotechnical, engineering or other adverse conditions which would in turn affect the final track alignment.

1.5 Crossrail Stations

Are there any proposed Crossrail stations within 1000m of the property?

No

Database searched and no data found.

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

1.6 Crossrail Worksites

Are there any proposed Crossrail worksites within 1000m of the property?

No

Database searched and no data found.

Any records that have been identified within 250m are represented on the London Underground and Crossrail Map.

1.7 Further Guidance

This report details active London Underground lines and proposed Crossrail lines only. It does not include any information on National Rail lines, former Post Office rail lines, road tunnels, mineral railways, or abandoned underground lines. If further information on any of these are required for ground investigation purposes, please order a GroundSure Geosight.

London Underground.

The data on London Underground lines within this report has been extracted from Open-StreetMap, and approximate depths of the Underground lines have been extrapolated from the known depths of London Underground stations, assuming a steady gradient between each station. Station depth information is provided from data which Transport for London consider may be incomplete or not current. Transport for London should always be contacted directly for complete and current information about a specific site. As such this does not necessarily reflect the actual accurate depths of the Underground lines, therefore this data should be viewed as being indicative and should not be used to support planning or development decisions. This data only includes operational lines, the proposed Croyley Rail Link extension and the proposed Northern Line extension to Battersea. It does not include any other proposed extensions to the network.

The London Underground network serves 270 stations and has 402km of track. Approximately 55% of the network lies above ground. Early lines were built on a relatively shallow cut and cover basis, including the District Line, Hammersmith and City Line and the Metropolitan Line, whereas later lines were constructed at depth within the London Clay bedrock.

Crossrail Information

Crossrail is Europe's largest infrastructure project, comprising of over 100km of new railway stretching from Reading and Heathrow in the west, across Shenfield and Abbey Wood in the east. The project will include 21km of new twin-bore rail tunnels and nine new stations. Up to 24 trains per hour will operate in the central section between Paddington and Whitechapel during peak periods, carrying up to 1,500 passengers per train. It will bring an additional 1.5 million people within 45 minutes commuting distance within London's key business districts. Around 200 million passengers will travel on Crossrail each year and the route will provide a 10% increase to rail capacity in London once open in 2018.

Information for Householders:

Crossrail Information Paper D12 - Ground Settlement - explains the arrangements for assessing, monitoring and mitigating the effects of ground settlement arising from Crossrail construction on individual buildings ("the settlement policy"). The Information Paper includes information on the Crossrail Settlement Deed, including the Deed itself and the qualifying criteria. This is available as a download on the Crossrail website.

WHERE DOES THE CROSSRAIL SETTLEMENT POLICY APPLY?

The Crossrail Settlement Policy applies to all buildings that may be affected by Crossrail tunneling. But the policy does not apply to new buildings which:

- were granted planning permission after 1 March 2008; or
- are not substantially complete ten months before Crossrail plan to start work that will affect the buildings.

WHO CAN HAVE A SETTLEMENT DEED?

If the settlement policy applies to a property that you own, you can also ask us for a Settlement Deed. This is a formal legal undertaking but you don't have to enter into a deed to benefit from the settlement policy.

You can have a Settlement Deed if:

- your building is 30 metres or less from Crossrail tunnels or other excavations;
- you let Crossrail know you want a deed at least ten months before they start work that may cause settlement beneath your building; and
- you sign and return a copy of the deed to Crossrail within 21 days.

The procedure for entering into a settlement deed, which also contains a copy of the application form, is available for download from the Crossrail website, or by application to the Crossrail Helpdesk at: helpdesk@crossrail.co.uk. Please read the Information Paper, qualifying criteria and procedure carefully before making any application. It is not necessary to enter into the deed to benefit from the settlement policy.

The route data has been digitised from publicly available maps by GroundSure. The route and distances shown have been digitised from Consolidated Plans in the public domain, published November 2007. This route does not represent the final as-built alignment as tunnelling on the route is still in progress. There is potential for some minor deviation due to geotechnical, engineering or other adverse conditions which would in turn affect the final track alignment.

Important note on data provenance

Please note that this report is provided by GroundSure and is not formally affiliated with Transport for London (TfL), who bear no responsibility for its content.

Contact Details

GroundSure Helpline

Telephone: 08444 159 000
info@groundsure.com



Ordnance Survey

Adanac Drive,
Southampton
SO16 0AS



Tel: 08456 050505

Website: <http://www.ordnancesurvey.co.uk/>

TfL

TfL Customer Services
Phone: 0343 222 1234

TfL Customer Services, 4th Floor, 14 Pier Walk, London SE10
OES
Contact online

Crossrail

Crossrail Helpdesk
Crossrail Limited, 24 Canada Square, Canary Wharf, London
E14 5LQ
Tel: 0345 602 3813 (24 hours, 7 days a week)
Email: helpdesk@crossrail.co.uk

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This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

"Beneficiary" means the person or entity for whose benefit the Client has obtained the Services.

"Client" means the party or parties entering into a Contract with GroundSure.

"Commercial" means any building or property which is not Residential.

"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

(i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

"Support Services" means Support Services provided by GroundSure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between GroundSure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

"Third Party Data Provider" means any third party providing Third Party Content to GroundSure.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Fees" has the meaning set out in clause 5.1.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028.

"GroundSure Materials" means all materials prepared by GroundSure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.

"Order" means an electronic, written or other order form submitted by the Client requesting Services from GroundSure in respect of a specified Site.

"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

"Order Website" means the online platform through which Orders may be placed by the Client and accepted by GroundSure.

"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.

"Residential" means any building or property used as or intended to be used as a single dwelling.

"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by GroundSure.

"Services" means any Report, Mapping and/or Support Services which GroundSure has agreed to provide by accepting an Order pursuant to clause 2.6.

"Site" means the area of land in respect of which the Client has requested GroundSure to provide the Services.

"Third Party Content" means data, database information or other information which is provided to GroundSure by a Third Party Data Provider.

"User Guide" means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.GroundSure.com) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotations

2.1 GroundSure agrees to provide the Services in accordance with the Contract.

2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 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 writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. In addition you acknowledge and agree that GroundSure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) inde-

pendent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 GroundSure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by GroundSure. GroundSure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by GroundSure. GroundSure's acceptance of an Order shall be binding only when made in writing and signed by GroundSure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1 The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to GroundSure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to GroundSure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as GroundSure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable GroundSure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the GroundSure Materials, or use the GroundSure Materials in a manner for which they were not intended. The Client may make the GroundSure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that GroundSure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website.

4 Reliance

4.1 The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

- (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 lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

5.1 GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. 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 (together "Fees").

5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is

permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:

(i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

(iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service;

(v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7. Liability: Particular Attention Should Be Paid To This Clause

7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

(i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;

(ii) any use made of the Reports, Services, Materials or any part of them; and

(iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 GroundSure shall not be liable for

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) business interruption;

(x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;

(xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;

(xiii) loss or damage to a computer, software, modem, telephone or other property; and

(xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.

7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; 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 or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are
(a) supplied to the Client's specification(s) and in any event
(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) 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 and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and

(ii) 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 or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract.

11 Anti-Bribery

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.

12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, 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.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 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 Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond GroundSure's reasonable control.

In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 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.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 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.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law