

3. Current Land Uses

3.1 Current Industrial Data

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

11

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

ID	Distance	Direction	Company	Address	Activity	Category
1	21.0	SE	Direct Meat Supplies Ltd	Fforest Villa, Trostre, Llanelli, SA14 9SB	Fish, Meat and Poultry Products Tanks (Generic)	Foodstuffs
2	60.0	SE	Tank	-	-	Industrial Features
3	73.0	N	Pylon	-	Electrical Features	Infrastructure And Facilities
4	101.0	NE	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
5	139.0	S	Pylon	-	Electrical Features	Infrastructure And Facilities
6	145.0	N	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
7	146.0	S	Pylon	-	Electrical Features	Infrastructure And Facilities
8	148.0	W	Trostre Park Sstn	Trostre Park, Llanelli, SA14 9UY	Petrol and Fuel Stations	Road And Rail
9	163.0	W	Trostre Parc Motor	Ty'r Nant, Trostre Business Village, Llanelli, SA14 9UT	Secondhand Vehicles	Motoring
10	170.0	S	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
11	196.0	S	Pumping House	-	Water Pumping Stations	Industrial Features

3.2 Petrol and Fuel Sites

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

2

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

ID	Distance	Direction	NGR	Company	Address	LPG	Status
12	209.0	NW	252551, 199954	Texaco	Trostre Park Service Station, Trostre Park, Trostre Park, Trostre, Llanelli, Dyfed, SA14 9UY	Yes	Open
13	211.0	W	252449, 199835	Tesco Extra	Tesco Llanelli Extra, Parc Trostre, Parc Trostre, Trostre, Llanelli, Dyfed, SA14 9SB	No	Open

3.3 Underground High Pressure Oil and Gas Pipelines

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

0

Database searched and no data found.

4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

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

4.2 Superficial Ground and Drift Geology

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

Lex Code	Description	Rock Type
ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
TFD-SSCL	TIDAL FLAT DEPOSITS	SAND, SILT AND CLAY
TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
TFD-SSCL	TIDAL FLAT DEPOSITS	SAND, SILT AND CLAY

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

4.3 Bedrock and Solid Geology

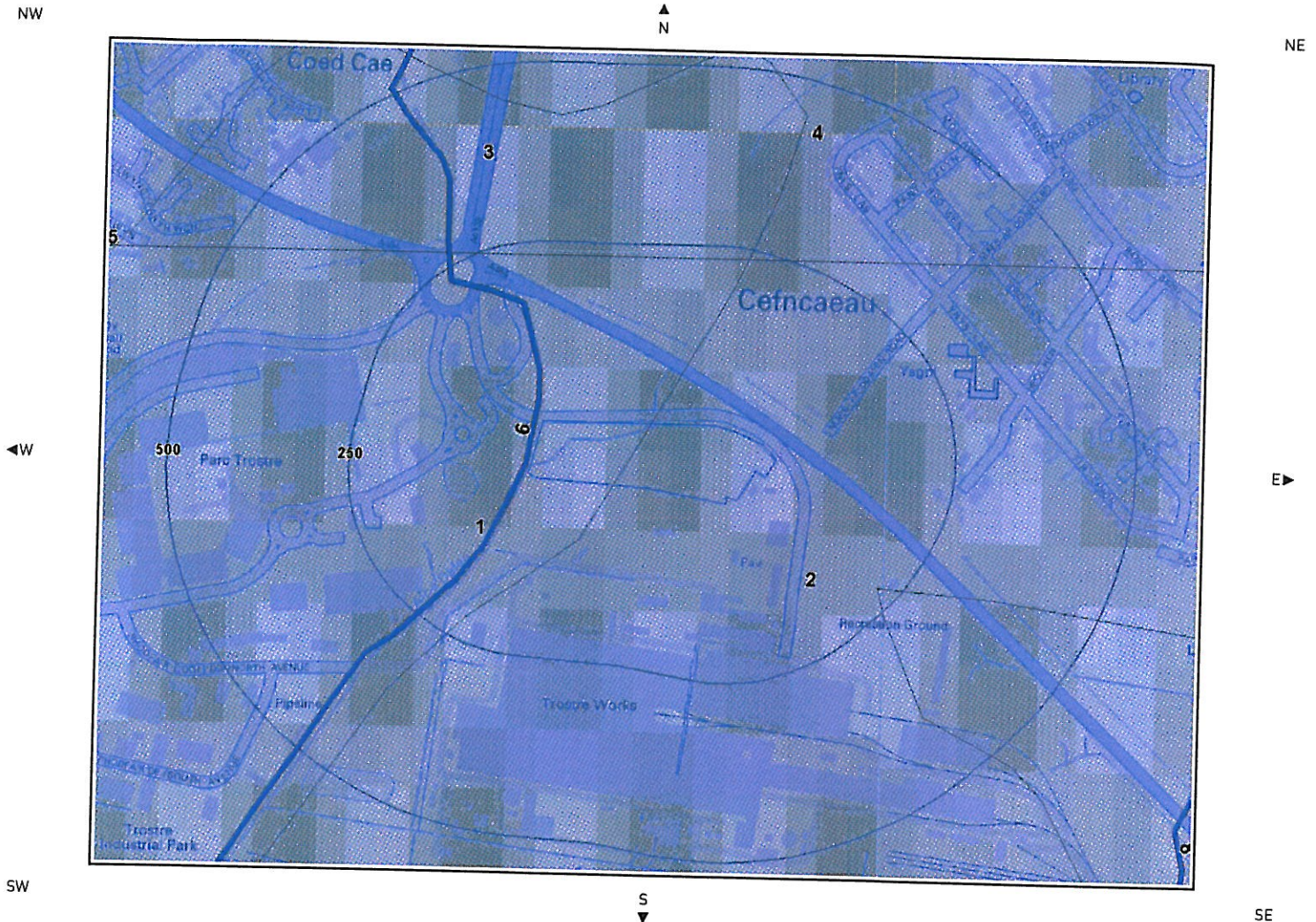
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
SW-MDSS	SWANSEA MEMBER	MUDSTONE, SILTSTONE AND SANDSTONE
SW-MDSS	SWANSEA MEMBER	MUDSTONE, SILTSTONE AND SANDSTONE

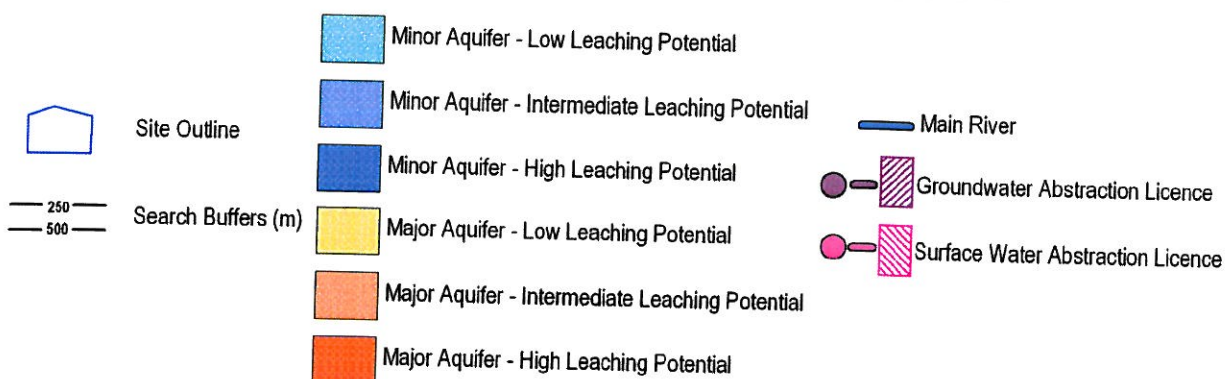
(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

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

5. Hydrogeology and Hydrology - Aquifer and Abstraction Licence Map



Hydrogeology and Hydrology Legend

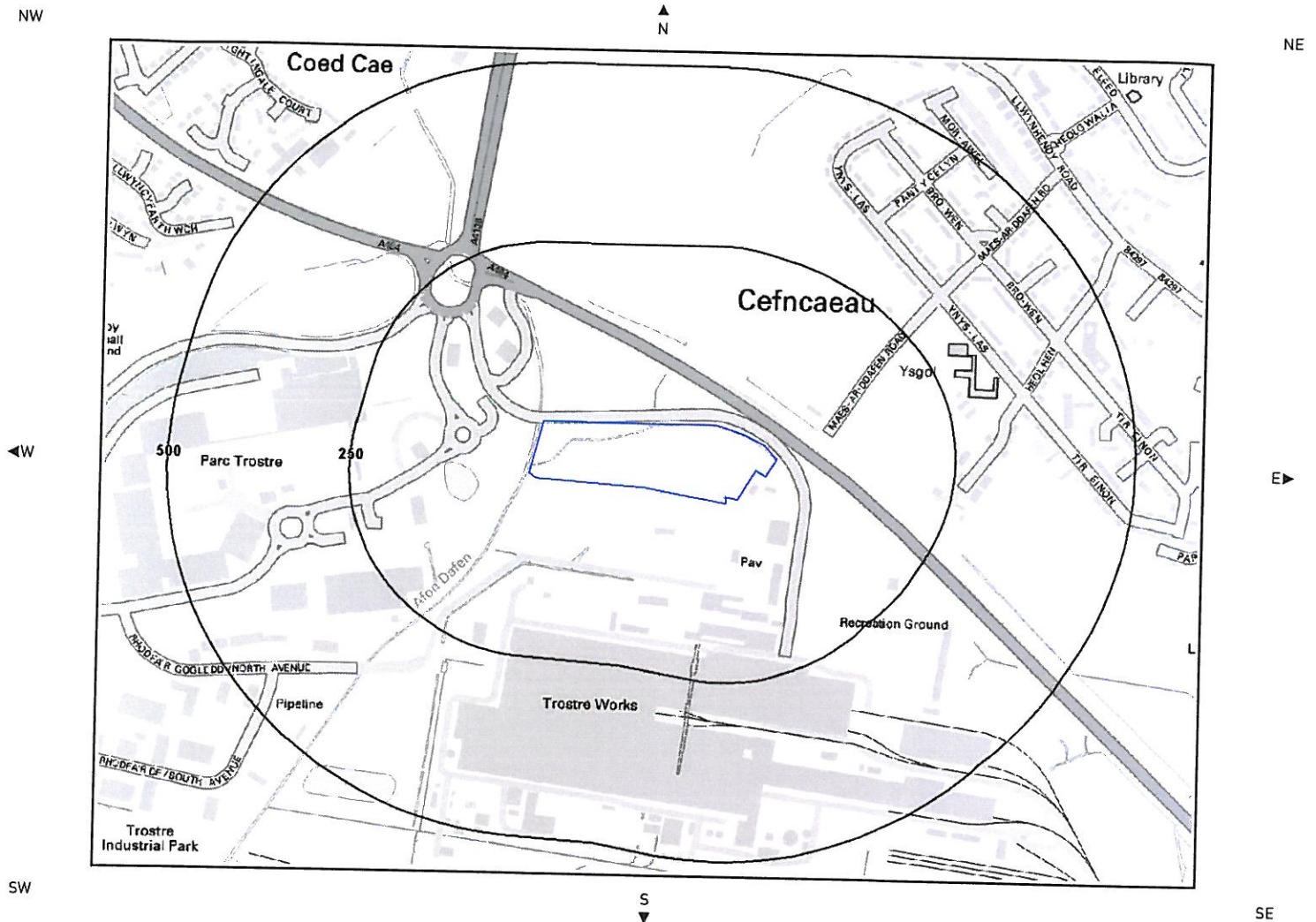


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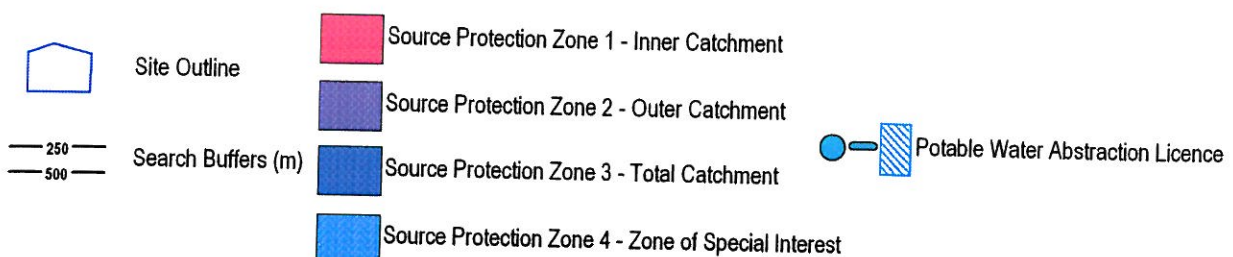
5b. Hydrogeology and Hydrology - SPZ and Potable Water Abstraction Map



Hydrogeology and Hydrology Legend

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5. Hydrogeology and Hydrology

5.1 Groundwater Vulnerability and Soil Classification

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

Yes

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

ID	Distance	Direction	Classification
1	0.0	On Site	Minor Aquifer/High Leaching Potential
2	0.0	On Site	Minor Aquifer/High Leaching Potential

5.2 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site?

No

Database searched and no data found.

5.3 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site?

Yes

The following Surface Water Abstraction Licences records are represented as points, lines and regions on the Aquifer and Abstraction Licence Map:

ID	Distance	Direction	NGR	Details	Application No:
Not shown	887.0	S	253130,198800	Licence No: 22/59/3/0042 Details: Lake & Pond Throughflow Direct Source: Eaw Surface Water Point: Pil Dafren At Ty Morfa Data Type: Point	Original Start Date: - Expiry Date: - Issue No: 100 Version Start Date: 30/7/1987 Version End Date: -
Not shown	892.0	S	253110,198790	Licence No: 22/59/3/0042 Details: Lake & Pond Throughflow Direct Source: Eaw Surface Water Point: Pil Dafren At Ty Morfa Farm, Llwynhendy Data Type: Point	Application No: Original Start Date: 30/7/1987 Expiry Date: - Issue No: 101 Version Start Date: 1/4/2003 Version End Date: -
Not shown	918.0	S	253040,198750	Licence No: 22/59/3/0058 Details: Hydraulic Testing Direct Source: Eaw Surface Water Point: Dafen Pill Data Type: Point	Application No: Original Start Date: 26/9/2006 Expiry Date: 31/3/2007 Issue No: 1 Version Start Date: 26/9/2006 Version End Date: -

5.4 Potable Water Abstraction Licences

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

No

Database searched and no data found.

5.5 Source Protection Zones

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

No

Database searched and no data found.

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5.6 River Quality

Is there any Environment Agency information on river quality within 500m of the study site? **Yes**

The following river quality records are not represented on mapping:

Distance	Direction	River	Reach	Chemical Grade	Biological Grade
75.0	W	Dafen	Tidal Limit Trostre-su Butec Outfall	B	C

5.7 Main Rivers

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

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

ID	Distance	Direction
6	7.0	W

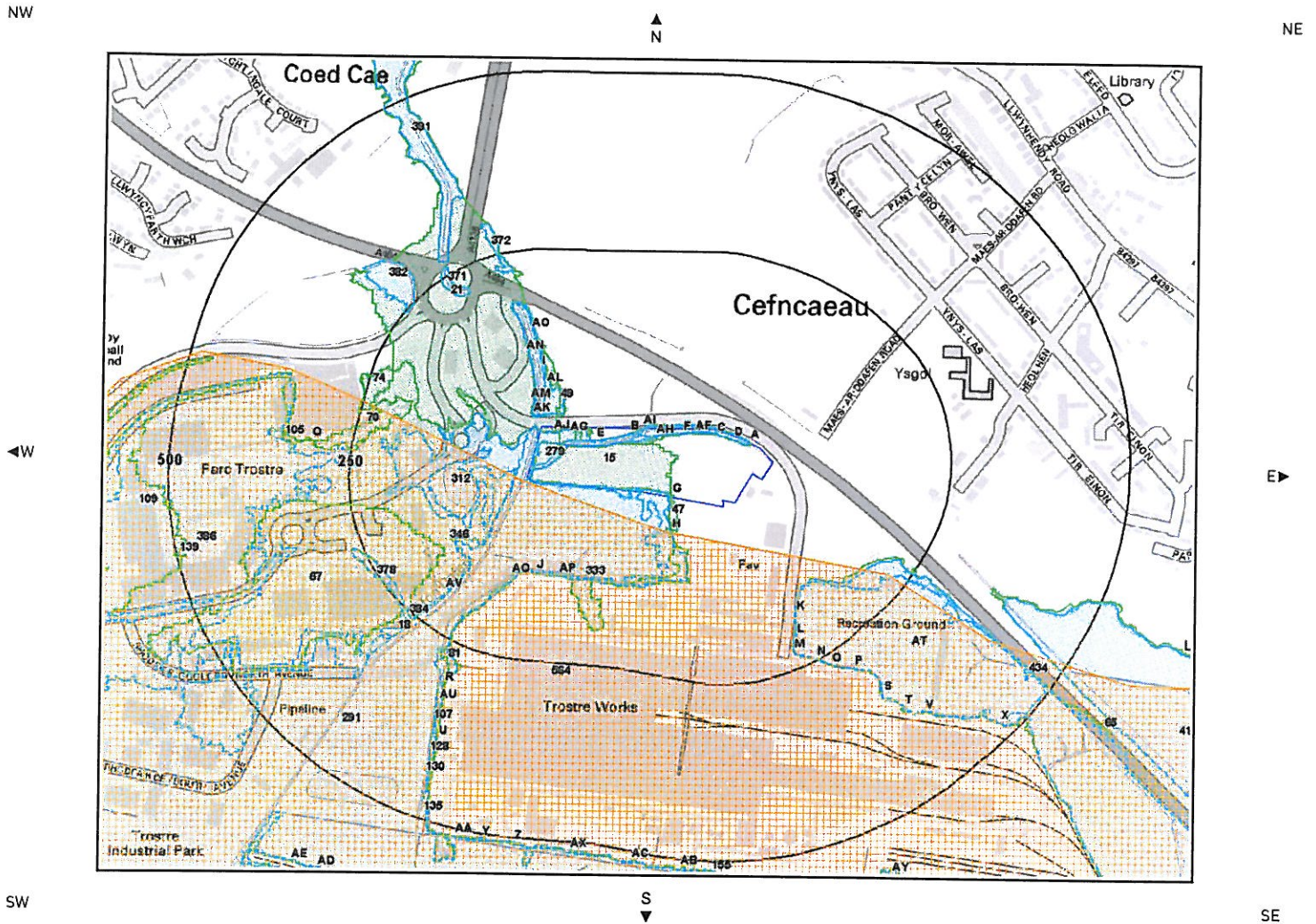
5.8 Surface Water Features

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

The following surface water records are not represented on mapping:

Distance to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	Yes	Yes	Yes

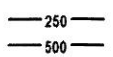
6. Surface Water Flood Map



Surface Water Flood Legend

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-  Site Outline
-  Search Buffers (m)
-  Zone 2 Floodplain
-  Zone 3 Floodplain
-  Flood Storage Area
-  Area Benefiting from Flood Defences
-  Flood Defences

6. Flooding

6.1 Zone 2 Flooding

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

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

Yes

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

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

ID	Distance	Direction	Update	Type
1A	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
2A	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
3A	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
4AH	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
5AF	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
6F	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
7AJ	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
8B	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
9C	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
10B	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
11C	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
12C	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
13D	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
14E	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
15	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
16AG	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
17G	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
18	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
19D	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial / Tidal)
20D	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
21	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
22C	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
23C	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
24B	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
25C	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
26B	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
27B	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
28AI	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
29B	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
30E	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
31D	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
32D	0.0	On Site	17-Jun-2009	Zone 2 - (Fluvial)
33D	0.0	On Site	17-Jun-2009	Zone 2 - (Tidal)
34D	1.0	N	17-Jun-2009	Zone 2 - (Fluvial)
35D	1.0	NE	17-Jun-2009	Zone 2 - (Fluvial)
36D	1.0	N	17-Jun-2009	Zone 2 - (Fluvial)
37D	1.0	NE	17-Jun-2009	Zone 2 - (Fluvial)
38D	1.0	NE	17-Jun-2009	Zone 2 - (Tidal)
39F	1.0	N	17-Jun-2009	Zone 2 - (Tidal)
40C	2.0	N	17-Jun-2009	Zone 2 - (Tidal)
41D	2.0	N	17-Jun-2009	Zone 2 - (Fluvial)
42D	2.0	N	17-Jun-2009	Zone 2 - (Fluvial)
43D	2.0	N	17-Jun-2009	Zone 2 - (Tidal)
44D	2.0	N	17-Jun-2009	Zone 2 - (Tidal)
45G	3.0	S	17-Jun-2009	Zone 2 - (Tidal)
46G	4.0	S	17-Jun-2009	Zone 2 - (Fluvial)
47	5.0	S	17-Jun-2009	Zone 2 - (Tidal)
48I	14.0	N	17-Jun-2009	Zone 2 - (Fluvial)
49	16.0	N	17-Jun-2009	Zone 2 - (Fluvial / Tidal)
50H	43.0	S	17-Jun-2009	Zone 2 - (Tidal)
51H	54.0	S	17-Jun-2009	Zone 2 - (Tidal)
52H	56.0	S	17-Jun-2009	Zone 2 - (Fluvial)
53I	57.0	N	17-Jun-2009	Zone 2 - (Tidal)
54H	61.0	S	17-Jun-2009	Zone 2 - (Fluvial)

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55AR	61.0	S	17-Jun-2009	Zone 2 - (Tidal)
56AO	107.0	N	17-Jun-2009	Zone 2 - (Tidal)
57J	122.0	S	17-Jun-2009	Zone 2 - (Tidal)
58J	124.0	S	17-Jun-2009	Zone 2 - (Tidal)
59J	125.0	S	17-Jun-2009	Zone 2 - (Tidal)
60J	125.0	S	17-Jun-2009	Zone 2 - (Tidal)
61AQ	125.0	S	17-Jun-2009	Zone 2 - (Fluvial)
62J	127.0	S	17-Jun-2009	Zone 2 - (Tidal)
63AP	127.0	S	17-Jun-2009	Zone 2 - (Fluvial)
64AS	144.0	S	17-Jun-2009	Zone 2 - (Fluvial)
65	151.0	SE	17-Jun-2009	Zone 2 - (Tidal)
66AT	153.0	SE	17-Jun-2009	Zone 2 - (Tidal)
67	153.0	SW	17-Jun-2009	Zone 2 - (Fluvial / Tidal)
68K	179.0	SE	17-Jun-2009	Zone 2 - (Tidal)
69K	179.0	SE	17-Jun-2009	Zone 2 - (Fluvial)
70	183.0	W	17-Jun-2009	Zone 2 - (Tidal)
71K	191.0	SE	17-Jun-2009	Zone 2 - (Fluvial)
72K	193.0	SE	17-Jun-2009	Zone 2 - (Tidal)
73L	194.0	SE	17-Jun-2009	Zone 2 - (Fluvial)
74	218.0	W	17-Jun-2009	Zone 2 - (Tidal)
75L	222.0	SE	17-Jun-2009	Zone 2 - (Tidal)
76M	223.0	S	17-Jun-2009	Zone 2 - (Fluvial)
77M	231.0	SE	17-Jun-2009	Zone 2 - (Tidal)
78M	234.0	SE	17-Jun-2009	Zone 2 - (Tidal)
79M	235.0	SE	17-Jun-2009	Zone 2 - (Tidal)
80M	236.0	SE	17-Jun-2009	Zone 2 - (Fluvial)
81	239.0	SW	17-Jun-2009	Zone 2 - (Tidal)
82N	247.0	SE	17-Jun-2009	Zone 2 - (Tidal)
83N	250.0	SE	17-Jun-2009	Zone 2 - (Tidal)
				Zone 2 - (Fluvial)

6.2 Zone 3 Flooding

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

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

Yes

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

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

ID	Distance	Direction	Update	Type
254C	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
255C	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
256AF	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
257AF	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
258E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
259E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
260E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
261AG	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
262E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
263E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
264E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
265E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
266H	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
267AH	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
268AI	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
269E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
270B	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
271E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
272B	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
273B	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
274B	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
275E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
276E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
277E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
278E	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
279	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
280AI	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial)
				Zone 3 - (Tidal)

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281E	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
282B	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
283D	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
284AJ	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
285F	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
286F	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
287F	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
288F	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
289F	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
290AI	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
291	0.0	On Site	17-Jun-2009	Zone 3 - (Tidal)
292AH	0.0	On Site	17-Jun-2009	Zone 3 - (Fluvial / Tidal)
293AF	0.0	N	17-Jun-2009	Zone 3 - (Fluvial / Tidal)
294AF	1.0	N	17-Jun-2009	Zone 3 - (Tidal)
295AF	1.0	N	17-Jun-2009	Zone 3 - (Fluvial)
296AJ	4.0	W	17-Jun-2009	Zone 3 - (Tidal)
297	11.0	W	17-Jun-2009	Zone 3 - (Fluvial)
298AK	14.0	N	17-Jun-2009	Zone 3 - (Tidal)
299I	16.0	N	17-Jun-2009	Zone 3 - (Fluvial)
300AL	16.0	N	17-Jun-2009	Zone 3 - (Fluvial / Tidal)
301AK	22.0	NW	17-Jun-2009	Zone 3 - (Tidal)
302AK	24.0	NW	17-Jun-2009	Zone 3 - (Tidal)
303AK	29.0	NW	17-Jun-2009	Zone 3 - (Tidal)
304AM	32.0	N	17-Jun-2009	Zone 3 - (Fluvial)
305AL	39.0	N	17-Jun-2009	Zone 3 - (Tidal)
306AM	46.0	N	17-Jun-2009	Zone 3 - (Fluvial)
307AL	49.0	N	17-Jun-2009	Zone 3 - (Tidal)
308AL	51.0	N	17-Jun-2009	Zone 3 - (Fluvial)
309AL	52.0	N	17-Jun-2009	Zone 3 - (Tidal)
310AL	56.0	N	17-Jun-2009	Zone 3 - (Fluvial)
311AL	58.0	N	17-Jun-2009	Zone 3 - (Tidal)
312	58.0	W	17-Jun-2009	Zone 3 - (Fluvial)
313AL	62.0	N	17-Jun-2009	Zone 3 - (Fluvial / Tidal)
314AL	65.0	N	17-Jun-2009	Zone 3 - (Tidal)
315AL	70.0	N	17-Jun-2009	Zone 3 - (Fluvial)
316AL	73.0	N	17-Jun-2009	Zone 3 - (Tidal)
317I	76.0	N	17-Jun-2009	Zone 3 - (Fluvial)
318I	83.0	N	17-Jun-2009	Zone 3 - (Tidal)
319I	98.0	N	17-Jun-2009	Zone 3 - (Fluvial)
320AN	103.0	N	17-Jun-2009	Zone 3 - (Fluvial)
321AN	105.0	N	17-Jun-2009	Zone 3 - (Tidal)
322AN	108.0	N	17-Jun-2009	Zone 3 - (Fluvial)
323AN	109.0	N	17-Jun-2009	Zone 3 - (Tidal)
324AN	111.0	N	17-Jun-2009	Zone 3 - (Fluvial)
325AN	113.0	N	17-Jun-2009	Zone 3 - (Tidal)
326AO	120.0	N	17-Jun-2009	Zone 3 - (Fluvial)
327AP	122.0	S	17-Jun-2009	Zone 3 - (Fluvial)
328AQ	122.0	S	17-Jun-2009	Zone 3 - (Tidal)
329AP	122.0	S	17-Jun-2009	Zone 3 - (Tidal)
330AR	123.0	S	17-Jun-2009	Zone 3 - (Tidal)
331AQ	124.0	S	17-Jun-2009	Zone 3 - (Tidal)
332AQ	124.0	S	17-Jun-2009	Zone 3 - (Tidal)
333	125.0	S	17-Jun-2009	Zone 3 - (Tidal)
334J	125.0	S	17-Jun-2009	Zone 3 - (Tidal)
335J	125.0	S	17-Jun-2009	Zone 3 - (Fluvial)
336J	126.0	S	17-Jun-2009	Zone 3 - (Fluvial)
337J	126.0	S	17-Jun-2009	Zone 3 - (Tidal)
338J	126.0	S	17-Jun-2009	Zone 3 - (Fluvial)
339AP	129.0	S	17-Jun-2009	Zone 3 - (Fluvial)
340AR	130.0	S	17-Jun-2009	Zone 3 - (Fluvial)
341AR	130.0	S	17-Jun-2009	Zone 3 - (Tidal)
342AP	130.0	S	17-Jun-2009	Zone 3 - (Fluvial)
343AR	131.0	S	17-Jun-2009	Zone 3 - (Tidal)
344AO	132.0	N	17-Jun-2009	Zone 3 - (Tidal)
345AR	133.0	S	17-Jun-2009	Zone 3 - (Tidal)
346	136.0	SW	17-Jun-2009	Zone 3 - (Fluvial)
347	136.0	SW	17-Jun-2009	Zone 3 - (Fluvial)
348AO	137.0	N	17-Jun-2009	Zone 3 - (Tidal)
349AO	140.0	N	17-Jun-2009	Zone 3 - (Fluvial)
350AQ	142.0	S	17-Jun-2009	Zone 3 - (Tidal)
351AO	143.0	N	17-Jun-2009	Zone 3 - (Fluvial)
352AS	144.0	S	17-Jun-2009	Zone 3 - (Fluvial)
353AO	148.0	N	17-Jun-2009	Zone 3 - (Tidal)
354	151.0	SE	17-Jun-2009	Zone 3 - (Tidal)
355AT	153.0	SE	17-Jun-2009	Zone 3 - (Tidal)
356AO	154.0	N	17-Jun-2009	Zone 3 - (Fluvial / Tidal)
357	158.0	N	17-Jun-2009	Zone 3 - (Fluvial)
358AS	178.0	S	17-Jun-2009	Zone 3 - (Fluvial)
359K	178.0	SE	17-Jun-2009	Zone 3 - (Tidal)
				Zone 3 - (Fluvial)

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360K	179.0	SE	17-Jun-2009	Zone 3 - (Tidal)
361K	184.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
362K	185.0	SE	17-Jun-2009	Zone 3 - (Tidal)
363K	188.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
364K	191.0	SE	17-Jun-2009	Zone 3 - (Tidal)
365K	193.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
366AV	194.0	SW	17-Jun-2009	Zone 3 - (Fluvial)
367L	195.0	SE	17-Jun-2009	Zone 3 - (Tidal)
368AS	195.0	SW	17-Jun-2009	Zone 3 - (Fluvial)
369AU	196.0	SW	17-Jun-2009	Zone 3 - (Tidal)
370AV	196.0	SW	17-Jun-2009	Zone 3 - (Tidal)
371	213.0	NW	17-Jun-2009	Zone 3 - (Fluvial)
372	221.0	N	17-Jun-2009	Zone 3 - (Fluvial)
373L	222.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
374M	224.0	S	17-Jun-2009	Zone 3 - (Tidal)
375M	231.0	SE	17-Jun-2009	Zone 3 - (Tidal)
376M	233.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
377M	237.0	SE	17-Jun-2009	Zone 3 - (Tidal)
378	239.0	SW	17-Jun-2009	Zone 3 - (Fluvial)
379N	240.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
380N	244.0	SE	17-Jun-2009	Zone 3 - (Tidal)
381N	246.0	SE	17-Jun-2009	Zone 3 - (Fluvial)
382	247.0	NW	17-Jun-2009	Zone 3 - (Fluvial)
383O	248.0	SE	17-Jun-2009	Zone 3 - (Tidal)
384	249.0	SW	17-Jun-2009	Zone 3 - (Tidal)
385O	250.0	SE	17-Jun-2009	Zone 3 - (Fluvial)

6.3 Flood Defences

Are there any Flood Defences within 250m of the study site ?

No

6.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site?

Yes

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

6.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?

No

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

6.6 Groundwater Flooding Susceptibility Areas

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

Yes

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

High

Guidance: Where high groundwater flooding susceptibility is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

6.7 Groundwater Flooding Confidence Areas

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

Moderately Low

Report Reference: HMD-142-529705

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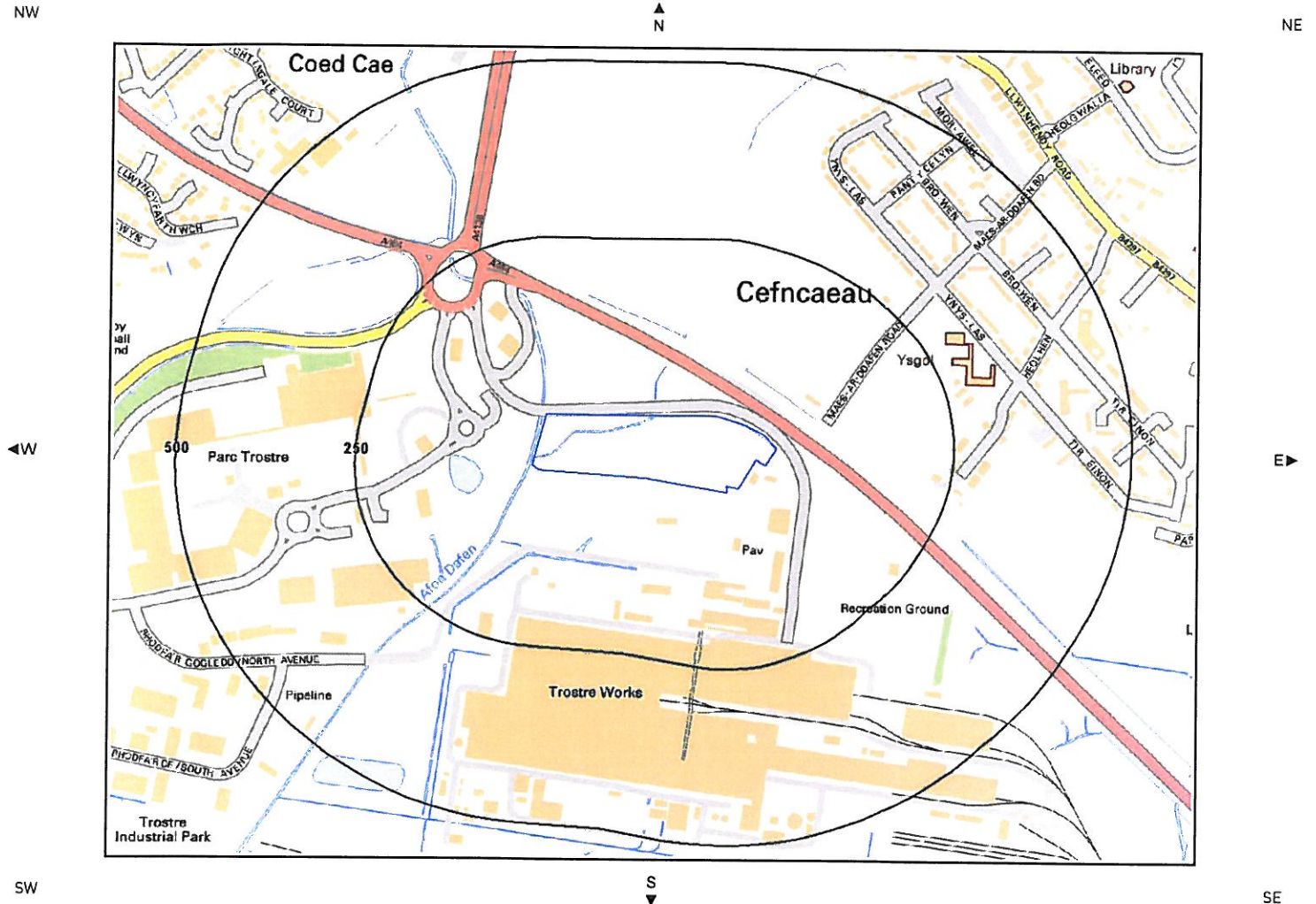
If you would like any further assistance regarding this report then please contact GroundSure on (T) 01273 819700, (F) 01273 377902, email: info@groundsurre.com

Notes:

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

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

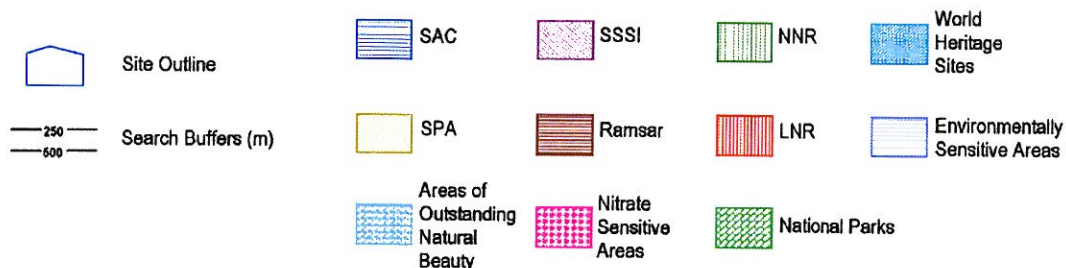
7.Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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7. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site?	No
Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site:	0
Database searched and no data found.	
Records of National Nature Reserves (NNR) within 500m of the study site:	0
Database searched and no data found.	
Records of Special Areas of Conservation (SAC) within 500m of the study site:	0
Database searched and no data found.	
Records of Special Protection Areas (SPA) within 500m of the study site:	0
Database searched and no data found.	
Records of Ramsar sites within 500m of the study site:	0
Database searched and no data found.	
Records of Local Nature Reserves (LNR) within 500m of the study site:	0
Database searched and no data found.	
Records of World Heritage Sites within 500m of the study site:	0
Database searched and no data found.	
Records of Environmentally Sensitive Areas within 500m of the study site:	0
Database searched and no data found.	
Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site:	0
Database searched and no data found.	
Records of National Parks (NP) within 500m of the study site:	0
Database searched and no data found.	
Records of Nitrate Sensitive Areas within 500m of the study site:	0
Database searched and no data found.	
Records of Nitrate Vulnerable Zones within 500m of the study site:	0
Database searched and no data found.	

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

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

8.1.1 Shrink Swell

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

Very Low

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

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

8.1.2 Landslides

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

Very Low

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

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

8.1.3 Soluble Rocks

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

Null - Negligible

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

8.1.4 Compressible Ground

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

Moderate

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

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

8.1.5 Collapsible Rocks

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

Null - Negligible

No indicators for collapsible deposits identified; No special actions required to avoid problems due to collapsible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with collapsible deposits.

8.1.6 Running Sand

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

Moderate

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

Hazard

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

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

9. Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site?

Yes

The following coal mining information provided by the Coal Authority is not represented on Mapping:

Distance	Direction	Details
0.0	On Site	The study site is located within the specified search distance of an identified mining area. Further details concerning this can be obtained from the Coal Authority Helpline on 0845 762 6848.

9.2 Shallow Mining

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

Low-Moderate

Guidance: Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site?

No

Database searched and no data found.

10. Contacts

GroundSure Helpline

Telephone: 01273 819700
info@groundsure.com



British Geological Survey (England & Wales)

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



Environment Agency

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



Health Protection Agency

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



The Coal Authority

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



Ordnance Survey

Romsey Road
Southampton SO16 4GU
Tel: 08456 050505



Local Authority

Authority: Carmarthenshire County Council
Phone: 01267 234567
Web: www.sirgaerfyrddin.gov.uk
Address: County Hall, Carmarthen, Carmarthenshire, SA31 1JP

Get Mapping PLC

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



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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.

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Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

2 Scope of Services

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

3 The Client's obligations

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

4 Reliance

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

5 Fees and Disbursements

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

6 Intellectual Property

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

7 Liability

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- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:
- (i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
 - (ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part IIA) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of the Contract for £5 million in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.
- 8 GroundSure right to suspend or terminate**
- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or
 - (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
 - (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
 - (iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.
- 9 Client's Right to Terminate and Suspend**
- 9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.
- 10 Consequences of Withdrawal, Termination or Suspension**
- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.
- 11 General**
- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
 - (ii) fire, storm, flood, tempest or epidemic;
 - (iii) Acts of God or the public enemy;
 - (iv) riot, civil commotion or war;
 - (v) strikes, labour disputes or industrial action;
 - (vi) acts or regulations of any governmental or other agency;
 - (vii) suspension or delay of services at public registries by Data Providers; or
 - (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.