



GroundSure Reference: Planning
Your Reference: Planning
Report Date: October 2010
Report Delivery Method: **xml**

GroundSure Planning

**Address: Courtlands, Arundel Road, Tangmere, Chichester
PO18 0JZ**

Dear Sir/Madam,

Thank you for placing your order with GroundSure. Please find enclosed the GroundSure Planning as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

A handwritten signature in black ink, appearing to be "D. P. O.", followed by a small circle and a comma.

Managing Director
Groundsure Limited

Enc.
GroundSure Planning

GroundSure Planning

Address: Courtlands, Arundel Road, Tangmere, Chichester PO18 0JZ

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Aerial Photo



Address: Courtlands, Arundel Road, Tangmere,
Chichester PO18 0JZ

Grid Reference: 491040,106950

Report Reference: Planning

Aerial photography supplied by Getmapping

PLC.
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1. Overview of Findings

This section indicates what information has been found in proximity to the study site. Please note, this section does not summarise data found in the Local Information and Local Infrastructure sections of the report. For detailed information please refer to the Detailed Findings sections of the report.

Datasets	On site	0–25m	25–250m	250–500m
Planning Applications (House Extensions)				
Have any House Extension Planning Applications been identified in this search?	No	No	Yes	No
Planning Applications (Projects)				
Have any Project Planning Applications been identified in this search?	No	No	Yes	No
Mobile Mast Data				
Have any Mobile Masts been identified in this search?	No	No	No	No
High Pressure Underground Oil and Gas Pipelines				
Have any High Pressure Underground Oil and Gas Pipelines been identified in this search?	No	No	No	No
Designated Environmentally Sensitive Sites				
Have any Designated Environmentally Sensitive Sites been identified in this search?	No	No	No	No

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level

Is the property in an area where Radon Protection Measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

Guidance

Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Health Protection Agency (HPA) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As 1-3% of properties in the area may be radon affected the HPA recommend carrying out a site-specific radon assessment. This costs £39.95 including VAT and the results are confidential to the client. Please contact the HPA (01235 831 600) for further information and advice.

If planning on building an extension or a new build property, no radon protection measures are required.

Have any overhead transmission lines or pylons been identified in proximity to the study site? No

Guidance

Please be aware that the findings contained within overhead power transmission lines and pylons dataset relates to Ordnance Survey Point X data, which identifies points along the transmission network. Therefore sometimes certain features may not appear in the report. The database is searched up to 500m.

2. Detailed Findings

This section of the report provides detailed information relating to the information found within the search.

The sections Planning Applications and Mobile Masts and Underground Pipelines, Designated Environmentally Sensitive Sites, Local Information and Local Infrastructure each contain a map which displays information found in the search. Each map is followed by the detailed findings for that section. This allows you to view items displayed on the map along with information relating to those items.

The Planning Applications and Mobile Masts and Underground Pipelines section of this report contains data provided under licence from Emap Glenigan, proprietary Mobile Masts data supplied by OfCom and underground high pressure oil and gas pipeline data supplied by Linewatch. Emap Glenigan is the largest provider of planning data in the UK. The company has been collecting and processing planning application data since 1973. Emap Glenigan tracks applications from initial planning and tender through to contracts awarded. This Planning Report contains the most up to date commercially available information on planning applications made in the vicinity of the subject property over the last 10 years.

The Designated Environmentally Sensitive Sites section of this report comprises Site of Special Scientific Interest, National Nature Reserve, Ramsar site, Special Protection Area, Special Area of Conservation and Local Nature Reserve data. This data is provided by, and used with the permission of, English Nature / Countryside Council for Wales who retain the Copyright and Intellectual Property Rights for the data.

The Local Information and Local Infrastructure sections of this report include PointX data from the Ordnance Survey and Statistical data from Her Majesty's Stationary Office who retain the Copyright and Intellectual Property Rights for the data.

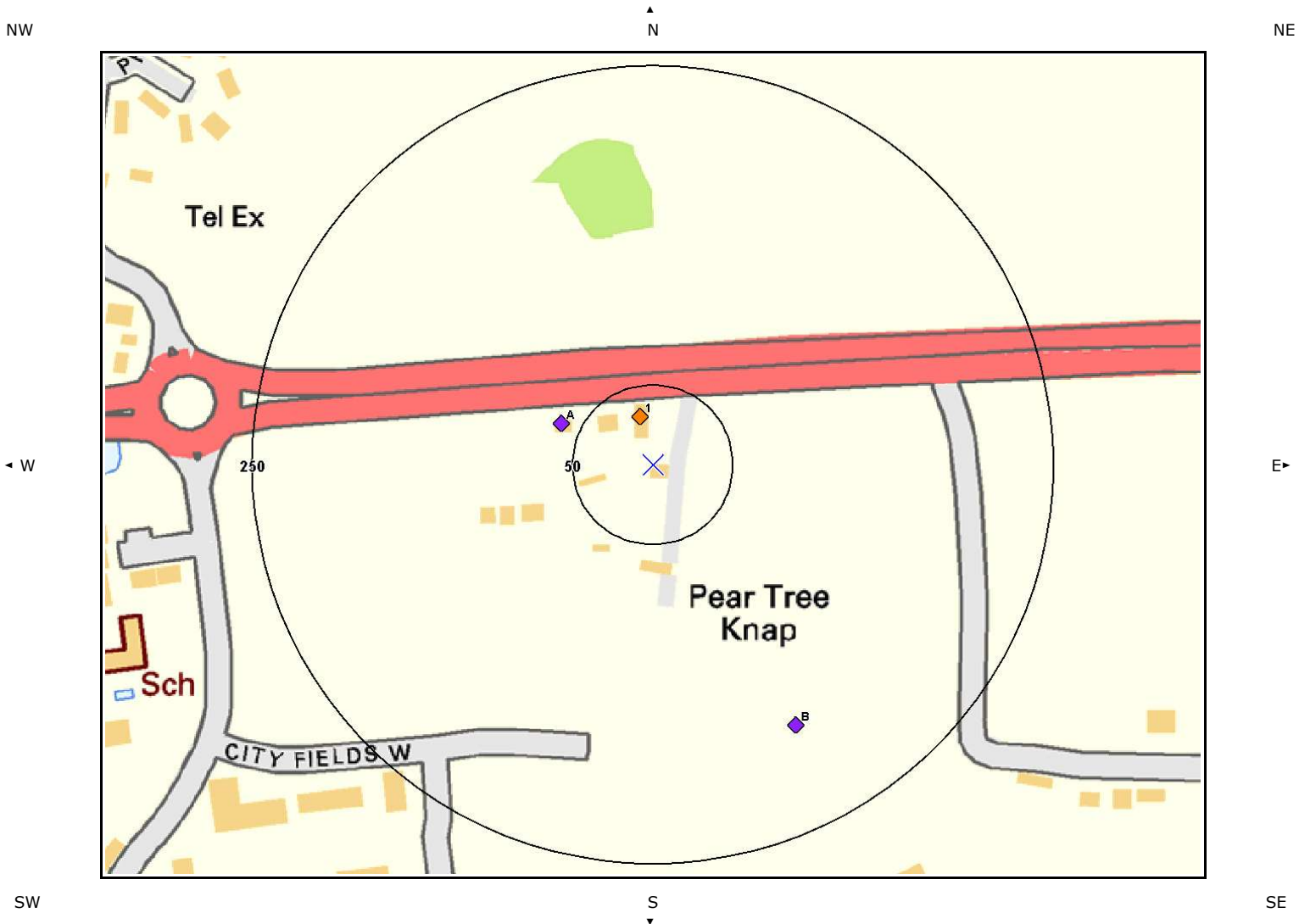
Additionally, this report includes Radon data from the Health Protection Agency and BGS who retain the Copyright and Intellectual Property Rights for the data.

This report has been produced by Groundsure Limited and is subject to the terms and conditions attached.

While GroundSure makes every effort to ensure that data is sourced from reliable providers, it is unable to ensure that the information is accurate, complete or up to date. Therefore, if the existence or absence of an application for or grant of planning permission will have a material effect on any decision to purchase land, GroundSure advises that a specific enquiry should first be made to the local authority.

The report is intended to be a useful guide for all property purchasers, and Groundsure Limited does not seek to impose any limitation on its use.

Planning Applications, Mobile Masts and Underground Pipelines Map



Planning Applications, Mobile Masts and Underground Pipelines Legend



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- ✕ Site Centre

—50— Search Buffers (metres)

—250—
- ◆ House Extension Planning Application

◆ Project Planning Application
- ★ Mobile Phone Transmitter

★ Telecommunications Mast

Planning Applications, Mobile Masts and Underground Pipelines Data

2.1 Planning Applications - House Extensions

The following records have been found within 500m of this search. Those within and around a 250m buffer are represented as points on the Planning Applications & Mobile Masts map:

ID	Distance [m]	Direction	Address	Application Reference	Application Date	Category	Accuracy	Status
1	31.0	N	Holly Cottage, Arundel Road, Tangmere, Chichester, West Sussex, PO18 0JZ	06/03635/FUL	22/08/2006	2 Houses	House Extn (Exact)	Detailed Planning Granted
2A	63.0	NW	Olde Cottage Inn, Arundel Road, Tangmere, Chichester, West Sussex, PO18 0DU	TG/03/00396/COU	05/03/2003	House (Conversion)	House Extn (Proximity)	Detailed Planning Submitted
3A	63.0	NW	Olde Cottage Inn, Arundel Road, Tangmere, Chichester, Chichester, West Sussex, PO18 0DU	TG/02/02533/COU	02/10/2002	Change of use	House Extn (Proximity)	Detailed Planning Submitted

2.2 Planning Applications - Projects

The following records within 500m have been found within this search. Those within and around a 250m buffer are represented as points on the Planning Applications & Mobile Masts map. For more information on these applications please see the Additional Information – Projects section below.

ID	Distance [m]		
4A	63.0	4 Houses Application Ref: TG/02/00149 Application Date: 21/01/2002 Accuracy: Projects (Proximity) Status: Outline Planning Refused	Address: Old Cottage Restaurant, Arundel Road, Tangmere, Chichester, West Sussex, PO18 0 Description: Scheme comprises construction of 4-two bedroom houses. Comments: An application (ref: TG/02/00149) for Outline Planning permission was refused by Chichester D.C. on 15th March 2002.
5B	186.0	Offices Application Ref: 06/00097/FUL Application Date: 09/01/2006 Accuracy: Projects (Exact) Status: Detailed Planning Granted	Address: Chichester Business Park, Chichester, West Sussex, PO20 2FT Description: Scheme comprises construction of a 2 storey L-shaped offices of 2,750 sqm with 2 passenger lifts, 115 ground floor and surface parking spaces, toilets, staircases, ground floor reception, access, infrastructure, sewer systems, enabling works and landscaping. Comments: An application (ref: 06/00097/FUL) for Detailed Planning permission was granted by Chichester D.C. subject to conditions.
6B	186.0	Warehouse/Office (Extension) Application Ref: TG/02/1558 Application Date: 17/06/2002 Accuracy: Projects (Exact) Status: Detailed Planning Submitted	Address: Site 9, Chichester Business Park, Tangmere, Chichester, West Sussex, PO20 2FT Description: Scheme comprises construction of extensions totalling 627 sqm to form additional warehouse space of 520 sqm and first floor offices of 107 sqm. Includes steel frame and cladding. Comments: An application (ref: TG/02/1558) for Detailed Planning permission was submitted to Chichester D.C. on 17th June 2002.
7B	186.0	Offices (Extension) Application Ref: TG/02/483 Application Date: 05/03/2002 Accuracy: Projects (Exact) Status: Detailed Planning Submitted	Address: Unit 9, Chichester Business Park, City Fields Way, Tangmere, Chichester, West Sussex, PO20 2FT Description: Scheme comprises construction of a 2 storey extension of 420 sqm to offices for a design studio. In addition, access, site services, infrastructure, enabling works and landscaping are included within this development. (Floor area is an indication only.) Comments: An application (Ref: TG/02/483) for Detailed Planning permission was submitted to Chichester D.C. Committee date to be confirmed.
8B	186.0	Offices/Warehouse Application Ref: TG/00/3014/FUL Application Date: 03/11/2000 Accuracy: Projects (Exact) Status: Detailed Planning Granted	Address: Unit 2, Chichester Business Park, City Fields Way, Tangmere, Chichester, West Sussex, PO20 2FT Description: Scheme comprises construction of an office and warehouse facility. Works will include enabling, landscaping, infrastructure, sewer systems, access and security. Comments: An application (ref: TG/00/3014/FUL) for Detailed Planning permission was granted by Chichester D.C.

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9B	186.0	Offices/Warehouse Application Ref: TG/01/1988 Application Date: 09/08/2001 Accuracy: Projects (Exact) Status: Detailed Planning Granted	Address: Unit 9, Chichester Business Park, Longlands Road, East Wittering, Chichester, West Sussex, PO20 2FT Description: Scheme comprises construction of 2 storey offices of 1,027 sqm, class B8 warehouse of 1,952 sqm and link of 109 sqm. Includes design studio, 2 loading bays, 2 industrial doors, canteen, passenger lift, toilets, locker room, 79 surface parking spaces, access, fencing, planting and landscaping works. Comments: An application (ref: TG/01/1988) for Detailed Planning permission was granted by Chichester D.C.
10B	186.0	Factory & Offices Application TG/00/3163/REM Application Date: 18/12/2000 Accuracy: Projects (Proximity) Status: Approval of Reserved Matters Submitted	Ref: Address: Chichester Business Park, Tangmere, Chichester, West Sussex, PO20 2FT Description: New industrial unit of 1,944 sqm together with offices of 433 sqm and a link building of 14 sqm for assembly of industrial computers. Scheme includes ground and first floor offices, ground floor reception, loading bay, kitchen, service yard, 2 insulated overhead doors, low-pitch and curved roofing, aluminium louvres, cladding, PPC aluminium windows and 87 surface parking spaces, with access and hard/soft landscaping works. The unit is for relocation of I-Bus Phoenix from Havant. Comments: An application (ref: TG/00/3163/REM) for Approval of Reserved Matters permission was submitted to Chichester D.C. on 18th December 2000.

2.3 Mobile Transmitter Locations

Database searched and no data found.

2.4 Existing and potential OfCom Telecommunication Mast Locations

OfCom telecommunication base station and mast data, which details the height and location of all masts over 30m in height or with a power level exceeding 17dBW.

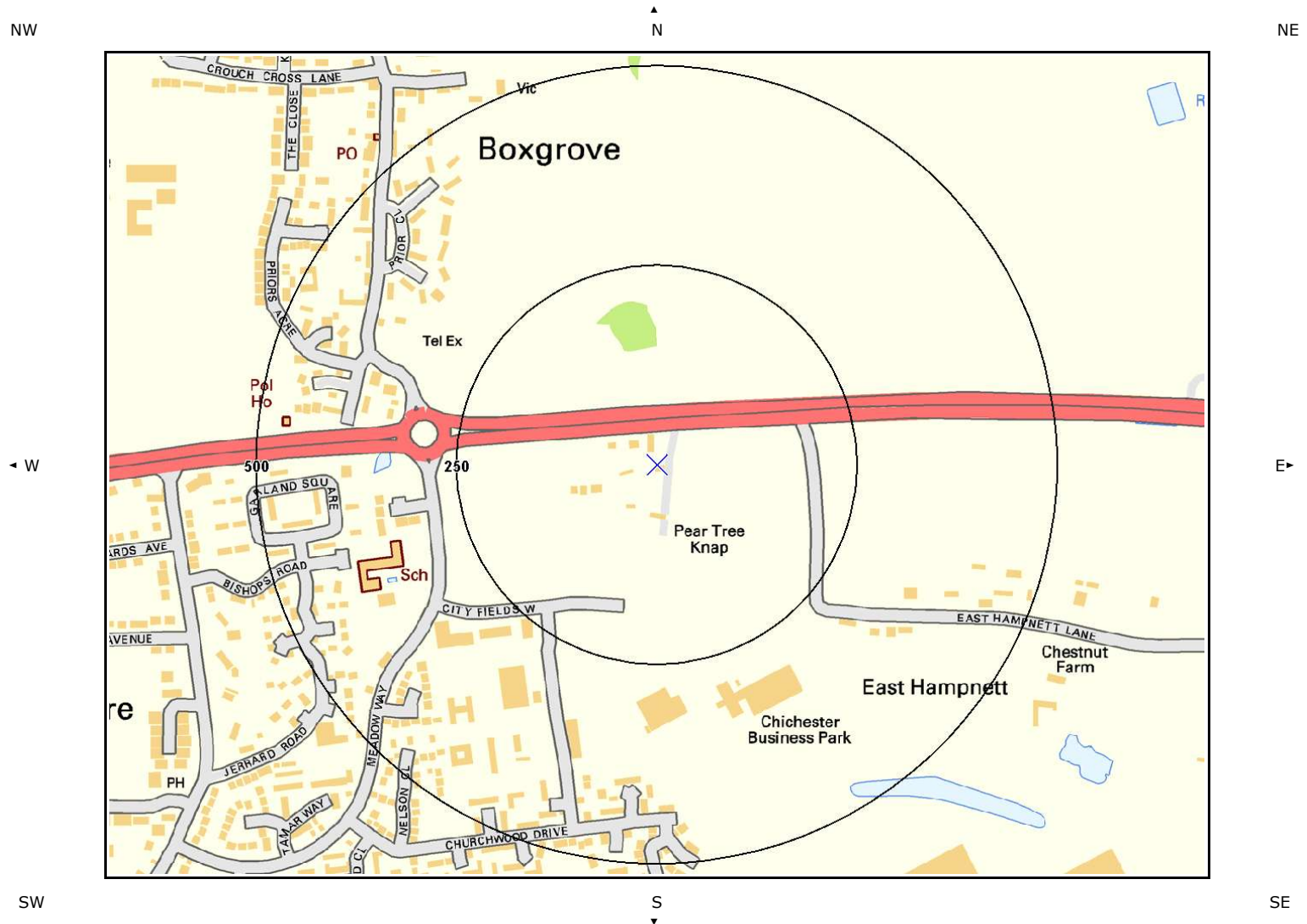
Database searched and no data found.

2.5 High Pressure Oil and Gas Underground Pipelines

Records of Underground High Pressure Oil and Gas pipelines relate to the strategic network of pipelines linking ports, oil terminal, military sites and other sites of strategic importance. These pipes are not used for domestic supply and no records of commercial/domestic oil and gas pipelines are contained within this report. Planning constraints exist in proximity to these pipelines and consultation should be sought with the operators prior to any ground workings being undertaken in proximity (generally within 50m) to any such pipeline. Alternatively, a concerned client may wish to contact Linewatch on 02380 883150 for further advice.

Database searched and no data found.












Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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- | | | | | | | | | | |
|---|-------------------------------------|---|-------------------------|--|----------------|--|-----|---|---------------------------------|
|  | Site Centre |  | SAC |  | SSSI |  | NNR |  | World Heritage Sites |
|  | Search Buffers (m) |  | SPA |  | Ramsar |  | LNR |  | Environmentally Sensitive Areas |
|  | Areas of Outstanding Natural Beauty |  | Nitrate Sensitive Areas |  | National Parks | | | | |

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

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Database searched and no data found.

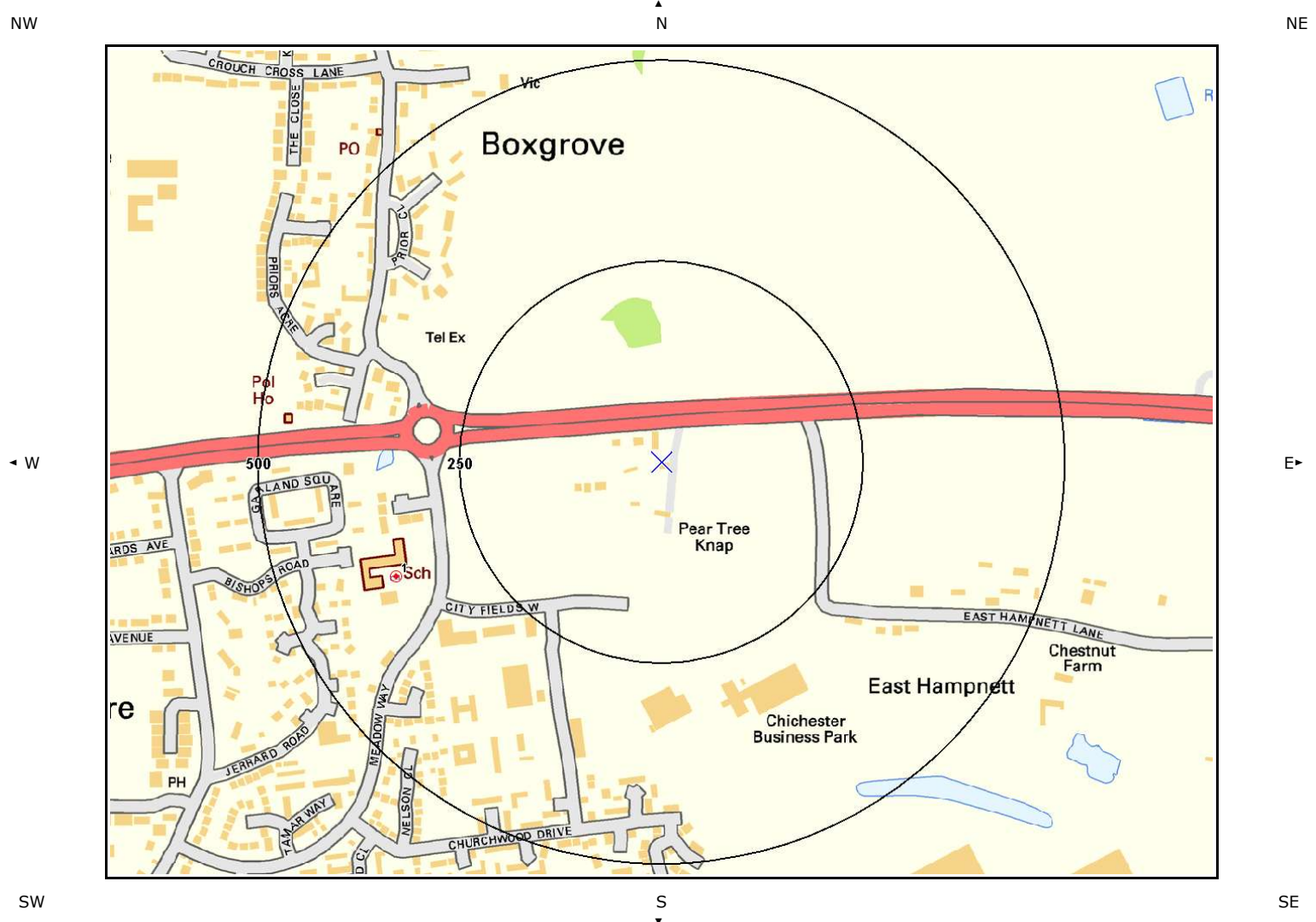
Records of National Parks (NP) within 500m of the study site: 0

Database searched and no data found.

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

Database searched and no data found.

Local Information Map



Local Information Legend



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-  Site Centre
-  Farming
-  Entertainment
-  Search Buffers (metres)
-  Animal Welfare
-  Sport & Fitness

Local Information Data

Farming

Database of Animal breeders, Bee Keepers and Poultry farming searched and no data found within 500m.

Entertainment

Database of Amusement Arcades, Bingo Halls, Theatre and Concert Halls, Casinos, Cinemas, Social Clubs and Conference Centres searched and no data found within 250m.

Sport and Fitness

The following records within 500m have been found within this search. Those within and around a 250m buffer are represented as points on the Local Information map.

ID	Distance [m]	Direction	Class	Description	Address
1	359.0	SW	Swimming Pools	Swimming Pool	-

Animal Welfare

Database of Kennels And Catteries, Animal Grooming, Dog Training, Veterinarians, Pet Cemeteries and Equestrian Centres searched and no data found within 250m.

Accommodation

Database of Campsites, Hotels and Hostels searched and no data found within 250m.

Eating and Drinking

Database searched and no data found within 150m.
 There are **0** Eating and Drinking establishments within 150m of this search.

Attractions

Database of Zoos, Theme Parks and Viewpoints searched and no data found within 1000m.

Historical and Cultural

The following records within 1000m have been found within this search Archaeological Sites and Historic Structures. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
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596.0	NW	Historic Buildings Including Castles, Forts and Abbeys	Remains of Priory	-
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Retail

Database of Butchers, Bakers, Fishmongers, Grocers, Supermarkets, Markets, Shopping Centres and Storage searched and no data found within 250m.

Vehicle Services

Database of New and Second-hand Vehicles and Vehicle Auctions searched and no data found within 250m.

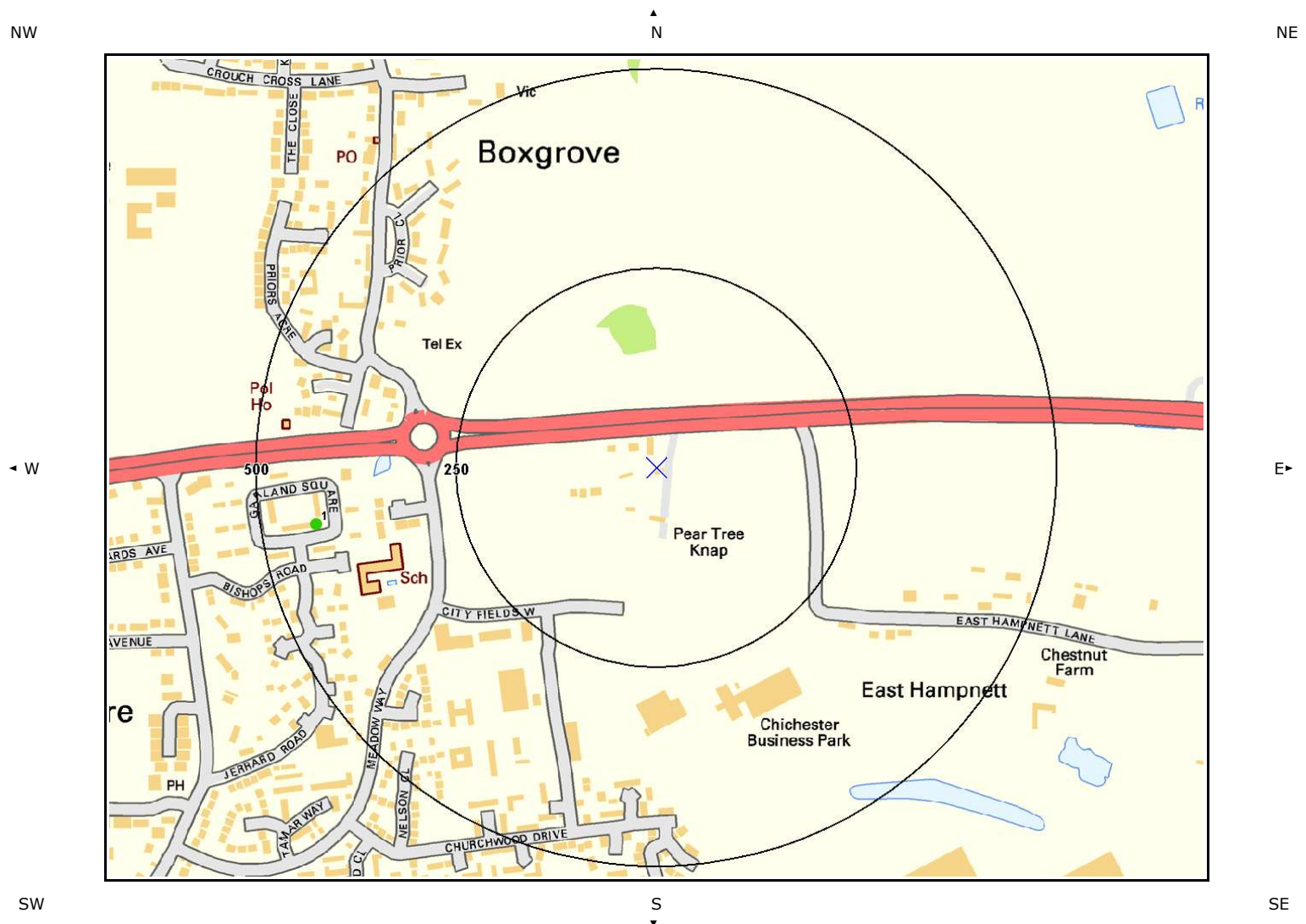
Cash Machines

Database searched and no data found within 250m.

Nightclubs

Database searched and no data found within 250m.

Local Infrastructure Map



Local Infrastructure Legend



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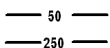
Site Outline



Emergency Services



Transport



Search Buffers (metres)



Playgrounds & Picnic Areas

Local Infrastructure Data

Emergency Services

Database searched and no data found within 250m.

Playgrounds and Picnic Areas

The following records within 500m have been found within this search. Those within and around a 250m buffer are represented as points on the Local Infrastructure map.

ID	Distance [m]	Direction	Class	Description	Address
1	431.0	W	Playgrounds	Playground	-

Transport

Database of transport related features searched and no data found within 500m.

Prisons

Database searched and no data found within 1000m.

Utilities

The following records within 250m have been found within this search of Electrical Features, Sewage & Refuse Disposal Facilities and Water Pumping Stations. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
163.0	E	Electrical Features	Electricity Sub Station	-

Public Facilities

Database of Allotments, Cemeteries and Crematoria, Community Centres, Libraries, Public Toilets and Post Offices searched and no data found within 250m.

Hospitals

Database searched and no data found within 2000m.

Watercourse Features

Database of Moorings, Locks, Weirs, Sluices and Dams searched and no data found within 500m.

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Recycling Services

Database searched and no data found within 250m.

Local Authority Data – Council Tax Bands

The following Council Tax band information is available for the Local Authority:

All figures are in £s

Local Authority	Band A	Band B	Band C	Band D	Band E	Band F	Band G	Band H
Chichester District	887.97	1035.96	1183.96	1331.95	1627.94	1923.93	2219.92	2663.9

Police Force

The following local policing information is available for your search area:

Police Force	Crime and Disorder Reduction Partnership (CDRP)	Population figures (thousands)	Household figures (thousands)
Sussex	Chichester	108.815	47.0

Further Information relating to your local police force and their contact details can be found here:

<http://www.police.uk/>

Police Stations

Database searched and no data found.

Education

Education Information

The state education system in the UK incorporates a 'Key Stage' system. Each Key Stage corresponds to the level of educational knowledge expected of students at various ages.

The Key Stages are shown below:

Key Stage	Child Age	Educational Year	Additional Notes
Key Stage 0	3-5 years old	Reception years	Nursery School. Also called "Foundation Stage"
Key Stage 1	5-7 years old	Years 1 to 2	Infant School
Key Stage 2	7-11 years old	Years 3 to 6	Junior School
Key Stage 3	11-14 years old	Years 7 to 9	Lower Senior School
Key Stage 4	14-16 years old	Years 10 to 11	Upper Senior School. Typically GCSE examination level.
Key Stage 5	16-18 years old	Years 12 to 13	Sixth Form School/College. Typically A-Level, AS-Level, NVQ or HND examination level.

Key Stage educational achievement targets for the various subjects studied at each level are set out in the 'National Curriculum' syllabus.

The Department for Education and Skills is responsible for the UK education system. More information on the department and their services can be viewed here: www.dfes.gov.uk

You can contact the Department via info@dfes.gsi.gov.uk, call 0870 000 2288, fax to 01928 794248 or write to: Department for Education and Skills, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT.

Nursery Schools – Key Stage 0

The following records within 2000m have been found within this search. These records are not displayed on mapping. No Institution performance data is available for Key Stage 0.

Distance [m]	Direction	Nursery School	Address
382.0	SW		Rural Chichester Children & Family Centre, Bishop Road, Tangmere, Chichester, PO20 2JB
625.0	SW		1, Tangmere Road, Tangmere, Chichester, PO20 2HW

Infant Schools – Key Stage 1

The following records within 2000m have been found within this search. These records are not displayed on mapping. No Institution performance data is available for Key Stage 1.

Distance [m]	Direction	Infant School	Address
381.0	W		Bishop Road, Tangmere, Chichester, PO20 2JB

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716.0

NW

The Street, Boxgrove, Chichester, PO18 0EE

Junior Schools – Key Stage 2

The following records within 2000m have been found within this search. These records are not displayed on mapping. Average results for England are shown in italics. No results data is published for Scotland and Wales.

Distance [m]	Direction	Name	Address	% of pupils Level 4 or above (2007)			Aggregate 3 Core Subjects			
				English (80%)	Maths (79%)	Science (88%)	2009 (82%)	2008 (83%)	2007 (82%)	2006 (81%)
380.0	W	Tangmere Primary School	Bishop Road, Tangmere, Chichester, West Sussex, PO20 2JB	53	63	70	62	67	72	73
716.0	NW	Boxgrove CofE Primary School	The Street, Boxgrove, Chichester, West Sussex, PO18 0EE	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Secondary Schools – Key Stage 3

Key Stage 3 Database searched to 2000m and no data found.

Secondary Schools – Key Stage 4

Key Stage 4 Database searched to 2000m and no data found.

Universities and Colleges - Locations

Database searched and no data found.

Universities and Colleges – League Tables

University League Tables Database searched and no data found.

University League Tables data is sourced from 'The Times' Newspaper.

Footnote: When shown within the data table the following factors will apply:

* Institution provided own data

** Data used from previous year. For the third year running, London Metropolitan refused to allow the release of data, and so it does not appear in this table

Crime Information

Crime Information is sourced from the Home Office Crime Statistics for England and Wales. The database details recorded crime levels for six key offences.

All crime rates are based on mid-2004 population estimates supplied by the Office for National Statistics.

Caution needs to be taken when considering crime rates of city centre areas, due to the very small population and household levels in these areas. The very high reported crime rates in city centres are partly due to the use of small resident population and household figures as the denominator of the crime rate. The 'transient population' that migrates into these areas on a daily basis, either for work or leisure, will not be reflected in the resident population figures.

Changes in population estimates between years must also be borne in mind when comparing changes in crime rates.

Further information can be viewed here: www.crimestatistics.org.uk

Violent Crime

The following violent crime data is available for your search area:

Violence against the person
 offences recorded 07/08
 (national average: 2512)
 1159

Violence against the person
 offences recorded 08/09
 (national average: 2359)
 1007

Violence against the person
 offences per 1,000 population
 08/09
 (national average: 15)
 9.21

Sexual Crime

The following sexual crime data is available for your search area:

Sexual offences recorded 07/08
 (national average: 140)
 70

Sexual offences recorded 08/09
 (national average: 134)
 68

Sexual offences per 1,000
 population 08/09
 (national average: 0.9)
 0.62

Robbery Crime

The following robbery crime data is available for your search area:

Robbery offences recorded 07/08
 (national average: 225)
 14

Robbery offences recorded 08/09
 (national average: 214)
 22

Robbery offences per 1,000
 population 08/09
 (national average: 1)
 0.20

Burglary Crime

The following burglary crime data is available for your search area:

Burglary dwelling offences recorded
 07/08
 (national average: 1580)
 796

Burglary dwelling offences recorded
 08/09
 (national average: 1554)
 857

Burglary dwelling offences per
 1,000 population 08/09
 (national average: 4)
 7.83

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Vehicle Crime

The following offences against vehicles data is available for your search area:

Offences against vehicles
recorded 07/08
(national average: 1734)
720

Offences against vehicles
recorded 08/09
(national average: 1565)
719

Offences against vehicles per
1,000 population 08/09
(national average: 9)
6.57

Drug Offences

The following drug offences data is available for your search area:

Drug offences
recorded 07/08
(national average: 600)
347

Drug offences
recorded 08/09
(national average: 633)
193

Drug offences per
1,000 population 08/09
(national average: 3.8)
1.76

Additional Resources

As part of your investigations and enquiries into your search property you may wish to consider investigating the following additional resources to further inform your assessment:

Development Plans

The term 'Development Plan' describes the various planning policy documents which provide planning guidance. This can be at a Regional, County, District/Borough or Unitary Authority level. These documents outline the Councils adopted land use policies and proposals and contain explanatory text and detailed maps of an area, showing the various allocations or restrictions upon the land. www.planning-applications.co.uk/development%20plans.htm#what

Conservation Areas

In the UK the term Conservation Area applies to an area considered worthy of preservation or enhancement due to its special architectural or historic interest. Properties within a conservation area will be subject to certain development controls and restrictions as defined under the Planning (Listed Buildings and Conservation Areas) Act 1990 (Section 69 and 70). www.buildingconservation.com/articles/legislation/legislation.htm

Listed Buildings

A listed building is a building or structures officially designated as being of special architectural, historical or cultural significance. It may not be demolished, extended or altered without special permission being granted by the local planning authority. Owners of listed buildings may be duty bound to repair and maintain the building. For more information and to find out about listed buildings in your area visit this website: www.english-heritage.org.uk

Tree Preservation Orders (TPOs)

TPOs protect important trees which have amenity value, prohibiting the cutting down, uprooting, topping, lopping, wilful damage or wilful destruction of trees without the consent of the Local Authority. The maximum penalty for carrying out works to TPO trees without consent is £20,000. For a guide to the law and best practice on Tree Preservation Orders visit this website: www.communities.gov.uk/planningandbuilding/planning/treeshighhedges/trees

Open Access Land

The Countryside and Rights of Way Act of 2000 gives people new rights to freely walk on areas of open country and registered common land. For details of open access land in your area visit this website: www.openaccess.gov.uk/S4/html/default.htm

Rights of Way

Public Footpaths, Bridleways and Rights of Way often cross private land. Rights of way have the same status in law as any other highway, and so should be kept open and usable. To find the location of Rights of Way in your area visit this website: www.ordnancesurvey.co.uk/oswebsite

The Land Registry/Registers of Scotland

The Land Registry register titles to land in England and Wales. In Scotland this is undertaken by the Registers of Scotland. Their role is to record all dealings with registered land such as sales, mortgages, and legal proceedings. If you wish to request or download copies of title information related to your property for a small fee visit these websites:

www.landreg.gov.uk www.ros.gov.uk

Property Price Information

Nethouseprices provide access to UK house prices in England, Scotland and Wales, as recorded by the Land Registry (since April 2000) and the Registers of Scotland (since May 2000). To view the prices of properties sold in your area visit this website: www.nethouseprices.com

Broadband Internet Access

Broadband is a high data-transmission rate internet connection. The standard technology in most areas is DSL, followed by cable modem. In some areas, particularly remote areas of low population density, Broadband may not be available. To check Broadband availability in your area visit this website: www.broadbandchecker.co.uk

Contact Details

GroundSure Helpline

Telephone: 08444 159 000
info @ groundsure.com



Glenigan

41-47 Seabourne Road
Bournemouth BH5 2HU
Tel: 01202 432121



Ordnance Survey

Romsey Road
Southampton SO16 4GU
Tel: 08456 050505



Health Protection Agency

Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 www.hpa.org.uk/radiation



Environment Agency

Tel: 08708 506 506
Sussex
Saxon House - Little High Street, Worthing, West Sussex,
BN11 1DH
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk



Local Authority details

Chichester District Council
Address: East Pallant House, Chichester, West Sussex, PO19
1TY
Phone: 01243 785166
Fax: Not provided
Email: helpline@chichester.gov.uk
Web: www.chichester.gov.uk

Get Mapping PLC

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



Linewatch

FisherGerman LLP

Pipeline Office
New Road
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SOUTHAMPTON
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Acknowledgements

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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 conditions unless the context otherwise requires:

"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.

"Commercial" means any building which is not Residential.

"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.

"Residential" means any building used as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environment 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 who is considering acquiring the whole or part of the site, or providing funding in relation to the site, 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 access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of 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 judgment) 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.

6.4 The Client and/or any Beneficiary acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to condition 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client and each of the parties set out in condition 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.

6.6 The Client shall (and shall procure that any recipients of the Report as permitted under condition 4.2 shall):

(i) not remove, suppress or modify any trademark, 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 data contained in 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; and

Report Reference: Planning

(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this condition 6.6(iv) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

6.7 The Client and/or Beneficiary shall and shall procure that any party 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

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful 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 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, save that such limitation of liability shall not apply to any liability in respect of which insurance has been obtained in accordance with clause 7.14 (the "Insured Liabilities"). The liability of GroundSure in respect of the Insured Liabilities shall be limited by the amounts set out in and in accordance with clause 7.14 as applicable.

7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.

7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:

(i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and

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

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.

7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.

7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of:

(i) Consultancy Services, for the amount specified in the Contract and/or on a project of project basis;

(ii) each Commercial Risk Screening Report for £10 million;

(iii) each Residential Risk Screening Report, for £5 million; and

(iv) each Mapping or Data Report, for £5 million,

in each case, in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8. GroundSure right to suspend or terminate

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

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.

9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10. Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.

10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11. General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.

11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.

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

11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Data Providers; or

(viii) changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.

11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

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

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