

1. Environment Agency Flood Zones

1.1 River and Coastal Zone 2 Flooding

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

Yes

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. Any relevant data is represented on Map 1 – Flood Map for Planning:

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
1	0.0	On Site	27-Feb-2014	Zone 2 - (Fluvial Models)
2	0.0	On Site	27-Feb-2014	Zone 2 - (Fluvial Models)
3	5.0	S	27-Feb-2014	Zone 2 - (Fluvial Models)
4	5.0	SE	27-Feb-2014	Zone 2 - (Fluvial Models)
5	8.0	S	27-Feb-2014	Zone 2 - (Fluvial Models)

1.2 River and Coastal Zone 3 Flooding

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

Yes

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. Any relevant data is represented on Map 1 – Flood Map for Planning.

The following floodplain records are represented as green shading on the Flood Map (1):

ID	Distance [m]	Direction	Update	Type
28	0.0	On Site	27-Feb-2014	Zone 3 - (Fluvial Models)
29	0.0	On Site	27-Feb-2014	Zone 3 - (Fluvial Models)
30	0.0	On Site	27-Feb-2014	Zone 3 - (Fluvial Models)
31	8.0	S	27-Feb-2014	Zone 3 - (Fluvial Models)
32	24.0	NW	27-Feb-2014	Zone 3 - (Fluvial Models)
33	151.0	S	27-Feb-2014	Zone 3 - (Fluvial Models)
34	166.0	NW	27-Feb-2014	Zone 3 - (Fluvial Models)

1.3 River and Coastal Flood Defences

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

No

This search consists only of flood defences present in the dataset provided by the Environment Agency. Any relevant data is represented on Map 1 – Flood Map for Planning.

1.4 Areas benefiting from Flood Defences

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

No

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Any relevant data is represented on Map 1 – Flood Map for Planning.

1.5 Proposed Flood Defences

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

No

Guidance: This search consists only of proposed flood defences present in the dataset provided by the Environment Agency. Please note that proposed flood defence schemes will not influence the current NaFRA ratings for the site.

Any relevant data is represented on Map 1 – Flood Map for Planning

This information is taken from the Environment Agency's database of Areas to Benefit from New and Reconditioned Flood Defences under the Medium Term Plan (MTP). The dataset contains funding allocation for the first financial year (from April). Funding for the following four financial years is not guaranteed, being only indicative, and will be reviewed annually. Projects within the Medium Term Plan qualify for inclusion in this dataset if:

- the investment leads to a change in the current standard of protection (change projects);
- the investment is a replacement or refurbishment in order to sustain the current standard of protection (sustain projects);
- the project has an initial construction budget of £100,000 or more; and
- the project is included within the first five years of the MTP

The data includes all the Environment Agency's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards. The number of households and areas of land contributing to DEFRA's Outcome Measures (OM) are also attributed i.e. could benefit from major work on flood defences.

These data also contain Intermittence Flood Maintenance Programme that show the annual maintenance programme of work scheduled to be carried by the Environment Agency, Local Authority or Internal Drainage Board on flood defences. Data details routine maintenance as well as intermittent work that has been funded for the coming year. The data contains a start and end coordinate defining the relevant river section where work is planned.

Information Warning

Please note that the maps show the areas where investment is being made to reduce the flood and coastal erosion risk and are not detailed enough to account for individual addresses. Individual properties may not always face the same risk of flooding as the areas that surround them. Also, note that funding figures are indicative and any use or interpretation should account for future updates where annual values may change.

Every possible care is taken to ensure that the maps reflect all the data possessed by the Environment Agency and that they have applied their expert knowledge to create conclusions that are as reliable as possible. The Environment Agency consider that they have created the maps as well as they can and so should not be liable if the maps by their nature are not as accurate as might be desired or are misused or misunderstood, despite their warnings. For this reason, they are not able to promise that the maps will always be accurate or completely up to date.

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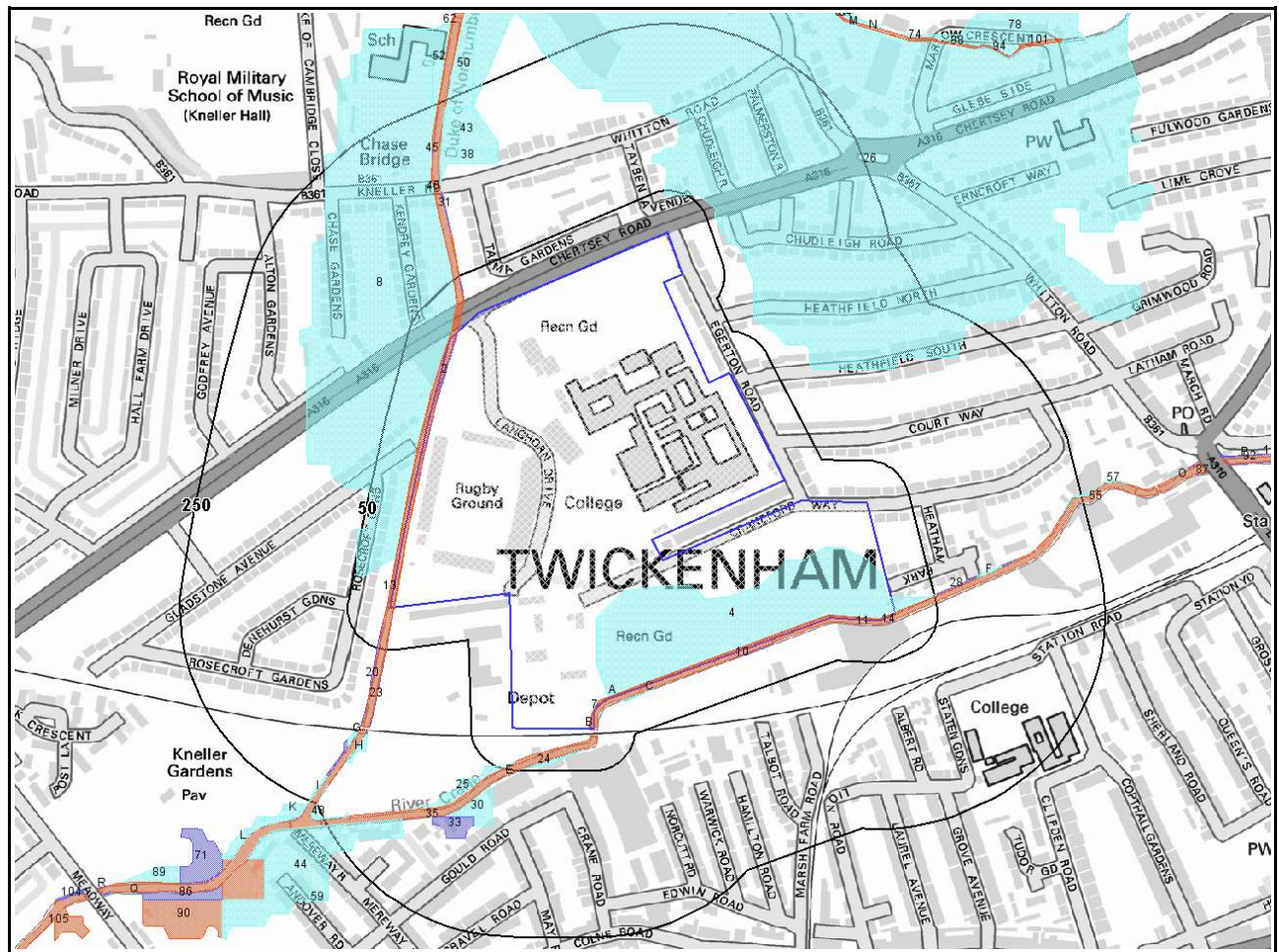
1.6 Areas used for Flood Storage

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

No

Flood Storage Areas are considered part of the functional floodplain, and are areas where water has to flow or be stored in times of flood. The National Planning Policy Framework states that only water-compatible development and essential infrastructure should be permitted within flood storage areas, and existing development within this area should be relocated to an area with a lower risk of flooding. Any relevant data is represented on Map 1 – Flood Map for Planning.

2. Environment Agency NaFRA Flooding Map

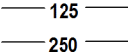


Environment Agency NaFRA Flood
Legend

Mapping
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 Site Outline

 Search Buffers (m)

125

250

NAFRA Rating

 Very Low

 Low

 Medium

 High

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2.1 National Flood Risk Assessment (NaFRA) Flood Rating (River and Coastal)

What is the highest risk of flooding onsite?

High

The Environment Agency NaFRA database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the likelihood of flood defences overtopping or breaching by considering their location, type, condition and standard of protection.

A number of insurance companies providing cover for flood risk use this data as the basis of their risk model, although they may also utilise additional information such as claims histories, which may further influence their decision. Where a high risk of flooding is identified flood risk insurance may be difficult to obtain without further work being undertaken. Property owners of sites within Low and Medium risk areas are still considered to be at risk of flooding and insurance premiums may be increased as a result. Owners of properties within Low, Medium and High risk areas are advised to sign up to the Environment Agency's Flood Warning scheme.

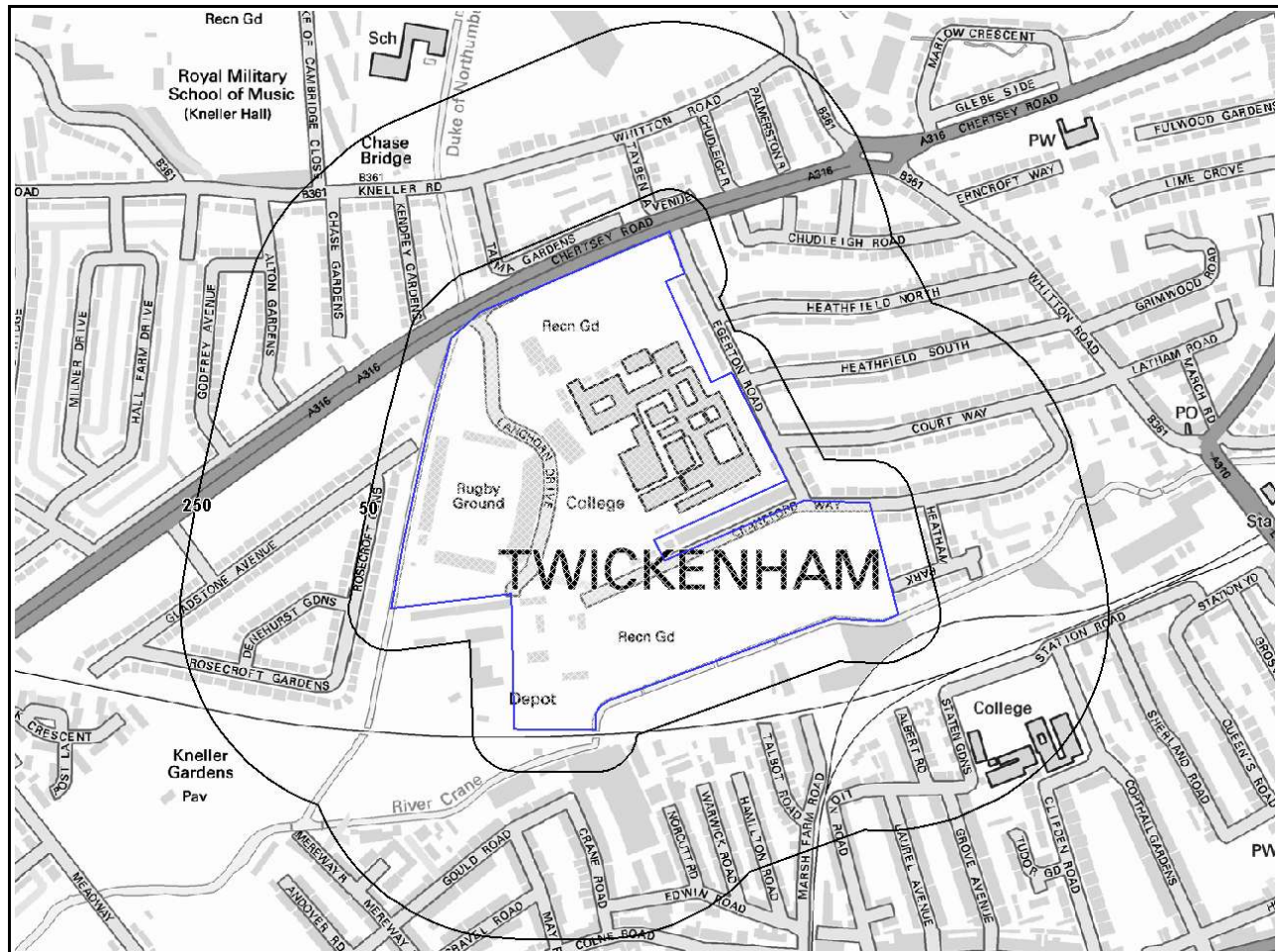
NaFRA data for the study site indicates the property is in an area with a High (1 in 30 or greater) chance of flooding in any given year.

Any relevant data within 250m is represented on Map 2– NaFRA Flooding:

Any data found within 50m of the site boundary is detailed below:

ID	Distance [m]	Direction	NaFRA flood Risk
1	0.0	On Site	High
2	0.0	On Site	Medium
3	0.0	On Site	High
4	0.0	On Site	Low
5A	0.0	On Site	Low
6B	0.0	On Site	Low
7	0.0	On Site	Low
8	2.0	W	Low
9A	4.0	SE	Low
10	4.0	S	Medium
11	4.0	S	Medium
12B	4.0	E	Low
13	4.0	W	Medium
14	5.0	SE	Medium
15C	5.0	S	Low
16C	5.0	S	Low
17	8.0	S	High
18B	9.0	SE	Low
19B	9.0	S	Low
20	11.0	SW	Medium
21D	14.0	S	Low
22D	24.0	S	Low
23	29.0	S	Medium
24	32.0	S	Low
25	39.0	S	Low
26	45.0	N	Low

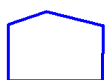
3. Environment Agency Historic Flooding Events



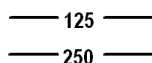
Environment Agency Historic Flooding
Legend



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Site Outline



Search Buffers (m)



Historic Flood Events

3.1 Historic Flood Outlines

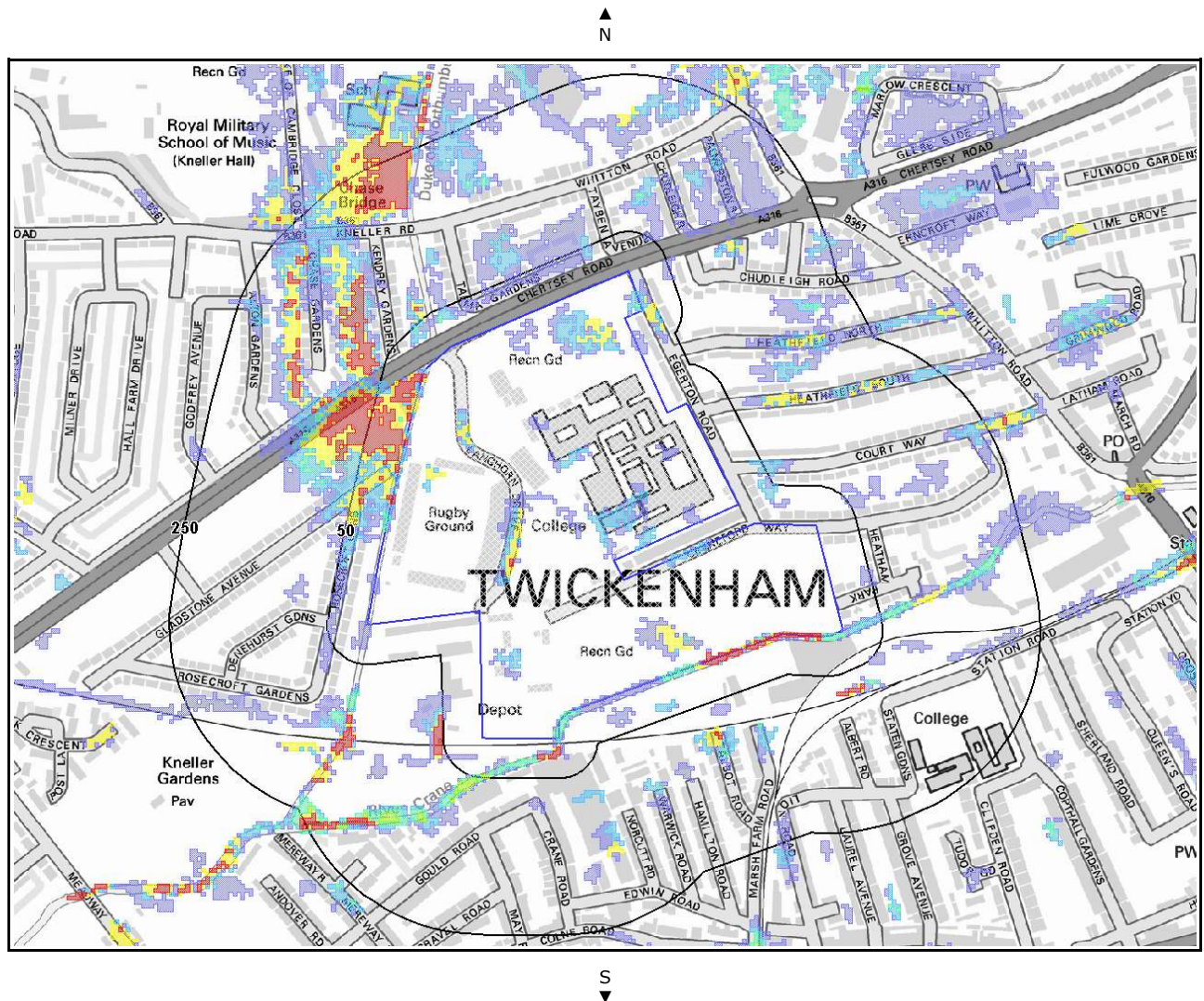
Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency? **No**

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Any records found within the search radius are displayed on Map 3 – Historic Flooding Events.

Historic flooding events: Database searched and no data found.

4. JBA Surface Water (Pluvial) Flood Map

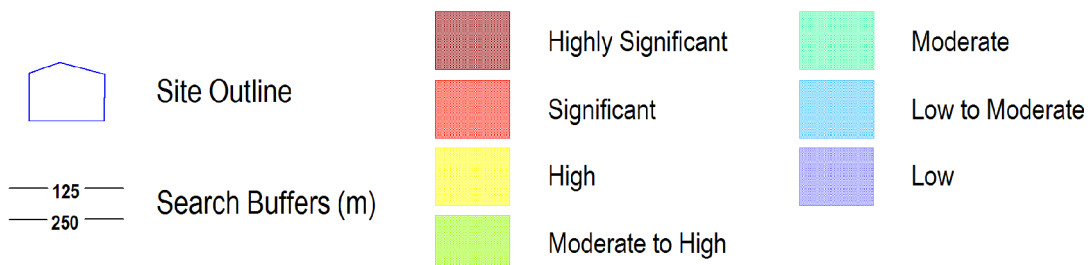


JBA Surface Water (Pluvial) Flood
Legend



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4.JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the study site?

Significant

Guidance: The site has been assessed to be at a Significant Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 75 year rainfall event to a depth of between 0.3m to 1m.

This data is provided by JBA Risk Management, © Jeremy Benn Associates Limited 2008-2014

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

[illegible]

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0.0	On Site	Significant
0.0	On Site	Significant
0.0	On Site	Significant
0.0	On Site	Significant
0.0	W	Significant
1.0	S	High
1.0	S	High
1.0	W	High
1.0	S	Low
1.0	W	Low
1.0	S	Low to Moderate
1.0	S	Low to Moderate
1.0	W	Low to Moderate
1.0	E	Low to Moderate
1.0	W	Low to Moderate
1.0	W	Low to Moderate
2.0	S	Low
2.0	E	Low
2.0	SE	Low
2.0	S	Low
2.0	S	Low
2.0	W	Moderate
3.0	E	Low
3.0	S	Low to Moderate
3.0	W	Significant
4.0	E	High
4.0	SE	Low
4.0	W	Low to Moderate
4.0	W	Significant
5.0	S	High
5.0	S	Low
6.0	E	High
6.0	W	Low
6.0	SE	Low
6.0	W	Low
6.0	W	Low to Moderate
6.0	W	Low to Moderate
7.0	E	Low to Moderate
8.0	S	Low
8.0	W	Low
8.0	W	Low to Moderate
9.0	E	Low
10.0	W	High
10.0	W	High
10.0	S	High
10.0	W	Low to Moderate
10.0	W	Moderate
10.0	S	Significant
13.0	W	High
13.0	S	Low
13.0	E	Low
13.0	W	Low to Moderate
13.0	W	Moderate
14.0	W	Low
15.0	S	Low
15.0	S	Low to Moderate
16.0	E	Low to Moderate
16.0	W	Moderate
16.0	W	Significant
17.0	E	Low
17.0	W	Significant
18.0	W	Low
18.0	S	Low
18.0	W	Low to Moderate
19.0	W	High
19.0	SE	Low
19.0	W	Low to Moderate
20.0	S	High
20.0	W	Low
20.0	S	Low to Moderate
20.0	W	Significant
20.0	S	Significant
21.0	W	High
21.0	S	Low
22.0	N	Low
22.0	S	Low
23.0	SE	Low to Moderate
23.0	E	Moderate
24.0	E	Low

24.0	W	Low to Moderate
25.0	S	Low
25.0	W	Low to Moderate
25.0	S	Moderate
26.0	SE	High
26.0	W	High
26.0	NE	Low
26.0	S	Low
26.0	W	Low
26.0	N	Low
26.0	SE	Low to Moderate
27.0	E	Low
27.0	W	Low
27.0	S	Low to Moderate
28.0	E	Low to Moderate
28.0	W	Low to Moderate
29.0	NW	Low
29.0	W	Low to Moderate
29.0	NW	Low to Moderate
29.0	W	Low to Moderate
30.0	NW	Low
30.0	S	Low
30.0	NW	Low
31.0	NW	Low
31.0	NE	Low to Moderate
31.0	N	Low to Moderate
31.0	NW	Low to Moderate
32.0	NW	Low
32.0	W	Low
32.0	W	Low
32.0	NW	Low
32.0	W	Low
32.0	W	Low to Moderate
32.0	N	Moderate
33.0	W	High
33.0	W	High
33.0	NW	Low
33.0	W	Significant
34.0	W	Low to Moderate
35.0	W	Low
35.0	S	Low
35.0	S	Low
35.0	S	Low
35.0	E	Low
35.0	S	Low to Moderate
35.0	S	Moderate
35.0	W	Significant
36.0	S	Low
36.0	NW	Low
36.0	NW	Low to Moderate
36.0	NE	Low to Moderate
37.0	W	High
37.0	W	Low
37.0	S	Low
37.0	W	Moderate
38.0	E	Low
38.0	NE	Low
38.0	E	Low
39.0	W	High
39.0	NW	Low
40.0	NE	Low
40.0	S	Low
40.0	W	Low
40.0	NW	Low
40.0	S	Moderate
41.0	W	Low
43.0	NW	Low
43.0	NE	Low
43.0	NW	Low to Moderate
43.0	NW	Moderate
44.0	NW	High
44.0	W	Low
44.0	W	Low
44.0	NW	Low
45.0	W	High
45.0	E	Low
45.0	E	Low
45.0	NE	Low
45.0	S	Moderate to High

46.0	NE	Low
46.0	W	Low
46.0	SE	Low
46.0	W	Low
46.0	N	Low
46.0	S	Moderate
47.0	W	Low to Moderate
48.0	W	High
48.0	S	Low to Moderate
49.0	E	Low
49.0	S	Low
50.0	NW	High
50.0	NW	Low
50.0	E	Low to Moderate

5. BGS Groundwater Flooding

5.1 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 susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions? **Potential for groundwater flooding at surface**

Does this relate to Clearwater Flooding or Superficial Deposits Flooding? **Superficial Deposits Flooding**

5.2 Groundwater Flooding Confidence Areas

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

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 threefold scale - Low, Moderate 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.

6. BGS Geological Indicators of Flooding

6.1 Are there any geological indicators of flooding within 250m of the study site?

Yes

This dataset identifies the presence of superficial geological deposits which indicate that the site may be, or have been in the past, vulnerable to inland and/or coastal flooding. This assessment does not take account of any man-made factors such as flood protection schemes, and the data behind the report are purely geological.

Distance [m]	Direction	Description
0.0	On Site	Lower flood potential from rivers: areas affected by secondary flooding in extreme cases as a result of a prolonged flood event.
50.0	W	Lower flood potential from rivers: areas affected by secondary flooding in extreme cases as a result of a prolonged flood event.

7. JBA Reservoir Failure Impact Modelling

7.1 Is the property located in an area identified as being at potential risk in the event of a reservoir failure?

No

JBA Risk Management have modelled the flooding impact from 1,700 reservoirs in England and Wales, should there be a catastrophic failure of a reservoir wall or embankment.

Guidance: None required

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8. Contacts

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Registered Company: Laser Surveys Limited
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British Geological Survey (England & Wales)

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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

centremapslive.com
the mapping portal from Laser Surveys



Environment Agency

Floodline tel: 0845 988 1188
General enquiry tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk



JBA Risk Management

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BD23 3AE
01756 799919



Ordnance Survey

Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505



Local Authority

Authority: Richmond upon Thames London Borough Council
Phone: 020 8891 1411
Web: www.richmond.gov.uk
Address: Civic Centre, 44 York Street, Twickenham,
Middlesex, TW1 3BZ

Get Mapping PLC

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



CoPSO

The Old Rectory, Church Lane, Thornby, Northants NN6 8SN
Tel: 0871 4237191
(www.copso.org.uk)



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The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

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- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Operations Director, GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@4C.groundsure.com

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

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

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

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

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

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

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

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

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

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

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

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

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

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

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

3 The Client's obligations

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

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

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

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

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

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

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

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

4 Reliance

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

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

- (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

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

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

5 Fees and Disbursements

5.1 GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

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

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

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

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

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

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

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that

those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

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

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

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

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

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

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

- (i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

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

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

7.4 GroundSure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.

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

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

8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services,

GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

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

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or

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

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

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

9. Client's Right to Terminate and Suspend

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

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

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

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery

11.1 The Client warrants that it shall:

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

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

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

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

12 General

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

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

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be

valid unless signed by an authorised representative of GroundSure.

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

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

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

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

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

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

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

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

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

(viii) changes in law; or

(ix) any other reason beyond GroundSure's reasonable control.

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

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

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

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

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

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

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

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

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

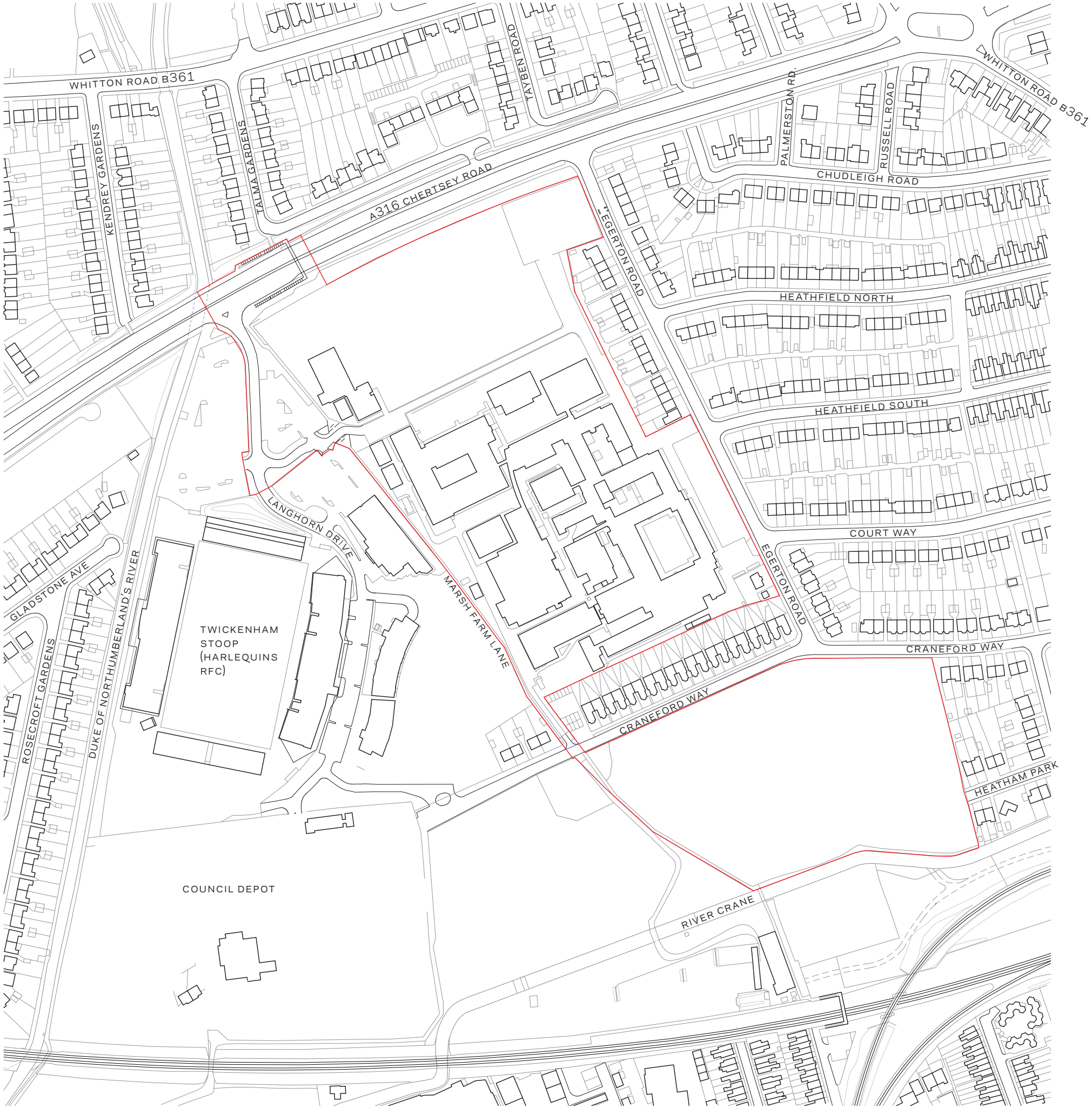
APPENDIX B

Site plan

KEY TO DRAWING

APPLICATION SITE BOUNDARY

EXISTING BUILDINGS



Project
REEC Richmond Education & Enterprise Campus

Prepared for
Richmond-upon-Thames College

Client Location
Richmond upon Thames College | Egerton Road | Twickenham | Middlesex | TW2 7SJ



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Environmental Consultants
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- CGMS CONSULTING**
Planning Consultants
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Design & Engineering Consultants
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No.	Description	Date
A	FOR INFORMATION	2014.11.05
A	FOR INFORMATION	2014.11.10
B	FOR INFORMATION	2014.11.14
C	FOR INFORMATION	2014.12.11
D	FOR INFORMATION	2015.03.11
E	FOR INFORMATION	2015.03.18
F	FOR INFORMATION	2015.05.19
G	FOR INFORMATION	2015.06.01

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Scale: NOT TO SCALE
Project No: 12.33036

Sheet Title:
DRAFT
Site Location Plan

Original drawing is A3. Do not scale this drawing.
Sheet Number:

SK-120 **G**

KEY TO DRAWING

APPLICATION SITE BOUNDARY

DEVELOPMENT ZONE BOUNDARIES

EXISTING BUILDINGS

BUILDING ZONE

BUILDING ZONE - PODIUM AREA

SPORTS PITCH ZONE

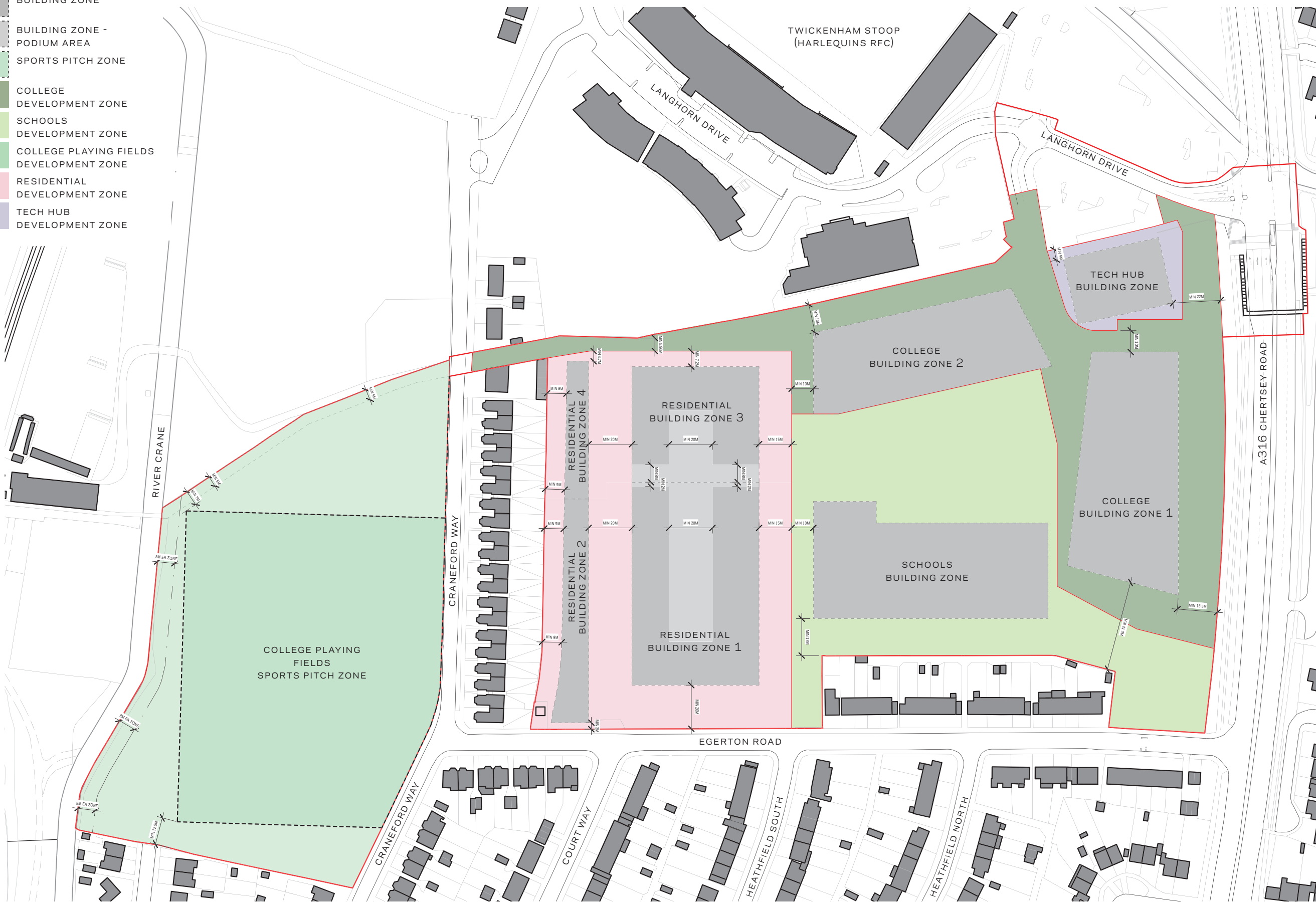
COLLEGE DEVELOPMENT ZONE

SCHOOLS DEVELOPMENT ZONE

COLLEGE PLAYING FIELDS DEVELOPMENT ZONE

RESIDENTIAL DEVELOPMENT ZONE

TECH HUB DEVELOPMENT ZONE



Project

REEC Richmond Education & Enterprise Campus

Prepared for

Richmond-upon-Thames College

Client Location

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F	FOR INFORMATION	2015.03.18
G	FOR INFORMATION	2015.04.27
H	FOR INFORMATION	2015.05.19
H	FOR INFORMATION	2015.06.01

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Sheet Title:

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Building Zones

Parameter Plan

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SK-124

H

KEY TO DRAWING

APPLICATION SITE BOUNDARY

EXISTING BUILDINGS

BUILDING ZONES

ROADWAYS

PREDOMINANTLY
HARD LANDSCAPE

PREDOMINANTLY
SOFT LANDSCAPE

PREDOMINANTLY
GRASS SPORTS

PREDOMINANTLY
ALL-WEATHER SPORTS

PREDOMINANTLY
PRIVATE GARDENS

PREDOMINANTLY
SOFT LANDSCAPE
WITH PODIUM PARKING
UNDERNEATH

EXISTING TREES

NEW TREES



Project

REEC Richmond Education & Enterprise Campus

Prepared for

Richmond-upon-Thames College

Client Location

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D	FOR INFORMATION	2015.05.19
E	FOR INFORMATION	2015.06.01

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Illustrative Masterplan