

Certificate

This Certificate is issued in respect of the Homecheck Professional Environmental Report 22270903_1 dated 13/07/2009 for the property described as:

Sample House
1 The High Street
Newtown
AXX 1XX


Your Reference: SAMPLE_HCP

Contaminated Land Assessment

RPS certifies that the level of environmental risk identified in the Homecheck Professional Environmental Report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Lending Assessment

As the subject property has received a Certificate, it is the opinion of RPS that "contaminated land" issues should not have a significant impact on the security of the property for normal lending purposes.



Signed
Andrew Troup MRICS
Chartered Environmental Surveyor
Director
RPS Consultants Ltd

Dated **13 July 2009**

This Certificate is based only on the information relating to historical land uses as shown by data sources collected by Sitescope Ltd and stated within the Homecheck Professional Environmental Report. This Certificate should be read in conjunction with both that Report and the Guide to the RPS Environmental Risk Certificate provided with this Certificate. No physical inspection of the Property has been carried out. This Certificate is subject to our prevailing terms of business as set out in the document entitled Sitescope Terms and Conditions.

Other Matters

Whilst outside the scope of Part IIA of the Environmental Protection Act 1990, and this Certificate, it should also be noted that the following additional environmental factors have been identified within the Report:

Flood: The site is located within 250 metres of potential flooding, please refer initially to Section D, or for a more comprehensive assessment of flood risk, including detailed maps as well as Geological, Groundwater and Insurance data, you should consider purchasing the Homecheck Professional Flood Report.

Guide to the RPS Environmental Risk Certificate

1 Purpose of the Certificate

The purpose of the RPS Environmental Certificate is to assist the conveyancer in assessing the implications of the environmental risks identified in the Homecheck Professional Environmental Report and their possible impact on the security of the property for normal lending purposes. Such risks are identified from eleven key recorded environmental datasets which on their own or in combination and subject to their proximity to the subject site could lead to the property being described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990.

Under this legislation Local Authorities have a duty placed on them to identify land within their Borough, which falls within the statutory definition of being "contaminated land". Where land is identified as being "contaminated land", the Local Authority (or the Environment Agency in certain circumstances) must ensure that the site is remediated to ensure that the land is safe for its current usage.

For a site to be identified as "contaminated land" there must be a source of contamination that can find a pathway to affect the underlying groundwater, watercourse, people, building materials, or the natural environment (the receptor) AND be causing significant harm or likely to cause significant harm to the receptor. That is: for land to officially be deemed "contaminated land" a linkage must exist between the source, the pathway and the receptor. If any one of these is absent, then it cannot be classed as contaminated land under the Part IIA guidance. Each Local Authority has a contaminated land inspection strategy which explains the process they will be following.

2 Lending Assessment

In addition to the Certificate and to add further clarification to the result of the report, RPS provide an Opinion on whether the potential risk associated with the likelihood of the property being defined as "contaminated land" will have a significant impact on the security of the property for normal lending purposes.

3 Review Procedure

Where a sufficient level of potential risk has been identified within the report such that the property does not immediately receive a Certificate, the report is automatically forwarded to RPS for manual review by a qualified environmental consultant. The outcome of the manual review will either be a Certificate (in the majority of cases) or a detailed report on the outstanding matters that require further information to be obtained and other actions that may be necessary. Where a Certificate is not issued after a review, this does not necessarily mean there is a likelihood of contamination but that further information/action is required before a Certificate can be issued. The review will normally be completed within 2 working days. There is then the choice of instructing RPS to assist and carry out this further investigation or sourcing the information independently and forwarding it to RPS for further review.

The Certificate is based solely on the 11 key recorded environmental datasets defined below and as detailed in the Homecheck Professional Environmental Report and is NOT based on any physical inspection of the site or condition of the land. Whilst Sitescope uses the best available public sources of information to identify possible risks and sources of land use, Sitescope does not warrant that all potentially contaminative land uses or features whether past or current will be identified in the Homecheck Professional Environmental Report using these sources. Where sufficient risk is identified in the Homecheck Professional Environmental Report it does not necessarily mean that a property will be designated as contaminated land or a special site. It is the duty of the Local Authority to inspect the land in its area to determine if it meets the definition of contaminated land (as mentioned in Section 1 above). Until such investigations have taken place it will not be possible to confirm whether the site is likely to be designated as contaminated.

Under Part IIA of the Environmental Protection Act 1990, Local Authorities have a duty to inspect their land from time to time. This means that they may gather information at a later date, which may lead them to alter their decision on whether the land can be classed as contaminated. We recommend that for additional protection insurance cover be obtained. Please contact the Homecheck Professional Environmental Helpline (0844 844 9966) for further details on Land Insurance.

4 Other Matters

Other matters identified in the Homecheck Professional Environmental Report, which the conveyancer may wish to bring to the attention of the client, are set out together with appropriate guidance in the "Other Matters" section of the Certificate. These risks are outside the definition of **contaminated land** because they are outside the scope of Part IIA of the Environmental Protection Act 1990.

These risks are:

Flooding, Radon Gas and Coal Mining. Where relevant, reference is also made to the report commissioned by DEFRA in relation to the impact on property values caused by their proximity to active landfill sites.

Where indicative flood plain is identified in close proximity to the property, enquiries should be made to confirm that insurance cover is available for this risk.

The Certificate ONLY applies to residential property with a valid planning consent, not to commercial/industrial property.

For any enquiries in relation to this report (including queries for RPS), please contact the Homecheck Professional Environmental Helpline on 0844 844 9966 or at helpdesk@homecheck.co.uk

5 Methodology and Scope

The RPS Certificate is based on a risk assessment model designed by RPS specifically for the purpose described above. The model uses details set out in this Homecheck Professional Report to assess the risk from 11 key recorded environmental datasets. Using a point allocation system based on the contaminative nature of each land use identified and distance from the search site, the model determines if **sufficient risk** is present. The data used to assess **sufficient risk** is limited to:

- | | |
|---|---|
| 1. <i>Historical Industrial land uses</i> | 7. <i>Licensed Waste Management Facilities</i> |
| 2. <i>Potentially Infilled land</i> | 8. <i>Waste Treatment Sites</i> |
| 3. <i>Historical Tanks and Energy Facilities</i> | 9. <i>Scrap Yards</i> |
| 4. <i>BGS Recorded Landfill Sites</i> | 10. <i>Fuel Station Entries</i> |
| 5. <i>Registered Landfill Sites</i> | 11. <i>Contaminated Land Register Entries and Notices</i> |
| 6. <i>Local Authority Recorded Landfill Sites</i> | |

Areas of Military Land depicted on historical maps often comprise large expanses of land. Although parts of these areas can have the potential for a degree of contamination, a substantial proportion have often only been occupied by open land (e.g. fields) or subject to non-contaminative activities (e.g. as a training ground or barracks). In addition some areas of past Military Land were left blank for defence reasons. Consequently, given this inconsistency and to avoid over-caution, areas of Military Land have been excluded from assessment within this report.

6 Who is RPS?

RPS is part of the RPS Group plc, the largest Environmental Consultancy in Europe with over 4000 staff. As a leading advisor to the financial and property sector on potential environmental liabilities, RPS has developed statistical models to try to ensure that potential environmental liabilities are placed in a suitable risk context. RPS acts as a panel advisor to the majority of UK clearing banks.

7 Other Information

It is not possible to identify from records and historical mapping all contaminative land uses. For example, illegal tipping of chemical substances by an unknown business or person could result in a remediation notice being issued on the current occupier of the land.

8 Contact Details

For any enquiries in relation to this report (including queries for RPS), please contact the Homecheck Professional Environmental Helpline on 0844 844 9966 or at helpdesk@homecheck.co.uk



A Landmark service

Environmental Report

Residential Property at

Sample House
1 The High Street
Newtown
AXX 1XX

Grid Reference: 491043E 106947N

Order Reference: 22270903_1

Your Reference: SAMPLE_HCP

Monday, 13 July 2009

Requested by

Landmark Po Sample Account
6 - 7 Abbey Court
Eagle Way
Exeter
Devon
EX2 7HY

Homecheck Professional is provided by Sitescope Limited, part of Landmark Information Group. Sitescope is a leading UK provider of spatially-enabled property and environmental risk information to lawyers, banks, insurance companies, home inspectors and other property professionals.



The campaign for increased awareness of flood risk
Join at: www.knowyourfloodrisk.co.uk

Sitescope is a value added reseller for



THE
COAL
AUTHORITY



British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL



Introduction

This report is for use by lawyers and other professionals involved in residential conveyancing. It presents information in the following four key areas that are not covered by Standard Enquiries of Local Authorities:

Section A - Statutory Registers

This section of the report sets out information from statutory registers kept by the Environment Agency, local authorities and the Health and Safety Executive. It identifies any nearby industrial processes or installations which might have an environmental impact on the property.

The key areas covered are the existence of landfill and waste management sites, industrial processes regulated by the Environment Agency, the storage of hazardous substances, discharges to air, and industrial installations regulated by the Health and Safety Executive under NIHHS and COMAH Regulations.

Section B - Site History

This section of the report seeks to identify both past and present industrial land use. Its purpose is to identify any land which may have been put to a potentially contaminative use.

Section C - Mining and Radon

This section concerns coal mining, underground cavities and radon, which are the principal cause of insurance claims. It is designed to highlight potential issues which may affect the value or enjoyment of the property.

Section D - Flooding

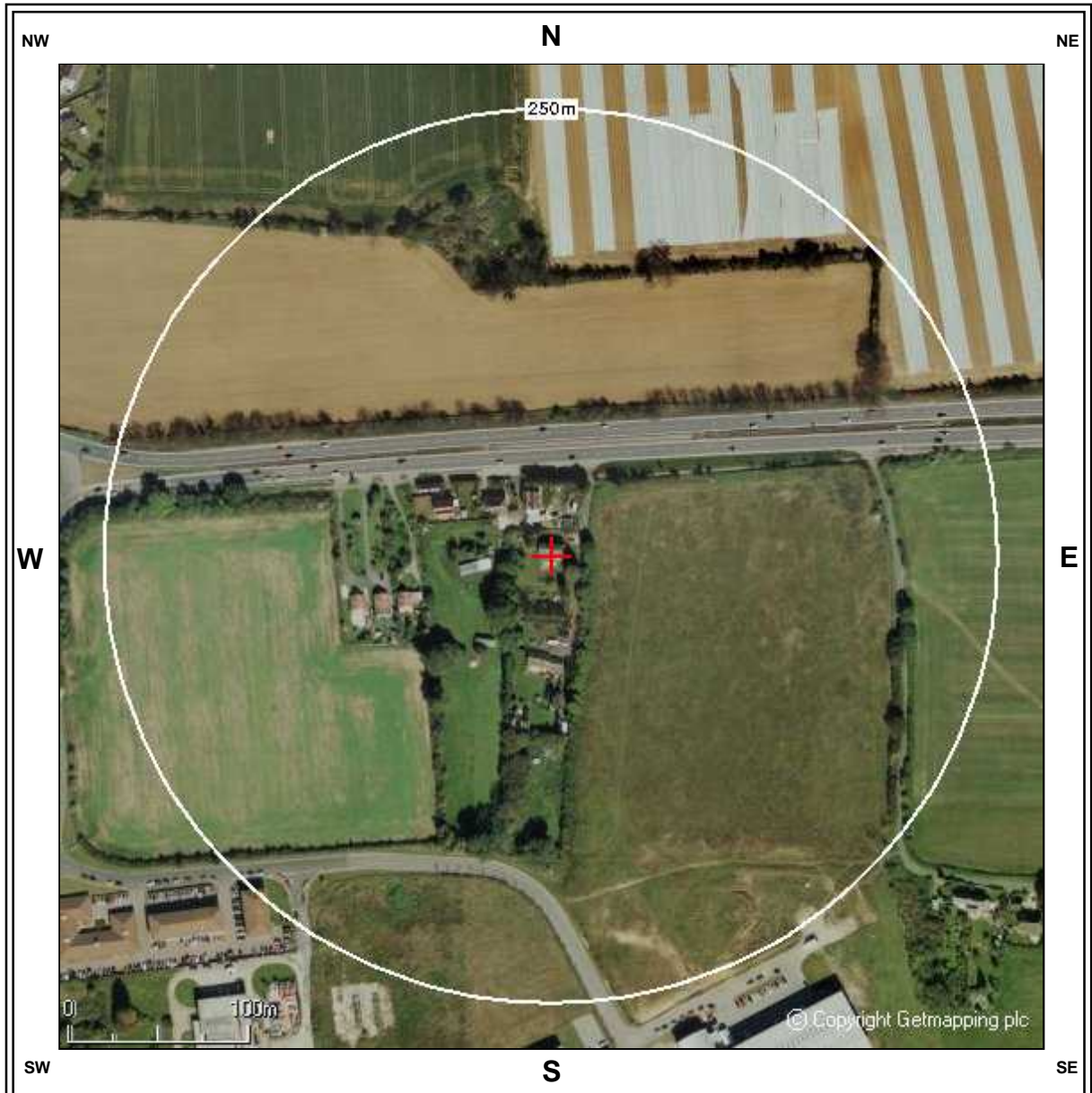
This section provides a high level overview of potential flood risks.

The Summary section of the report presents enquiries in a familiar and easy-to-understand question and answer format. Where a reply to an enquiry is Yes, further details are given for each question in the Additional Information section of the report.

Unless otherwise stated in the enquiry, the answers cover two search bands, 0-250 metres and 251-500 metres from the property. Contact details for the data providers are given in the Contacts section at the end of this report.

Footnotes

- (1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
- (2) The report is supplied subject to our current standard terms and conditions.
- (3) The search is based on a UK National Grid Reference for the property. The grid reference used is shown on the cover of this report.
- (4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey and Ordnance Survey.
- (5) This report is a search of statutory and non-statutory sources of information which does not include any on-site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
- (6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.
- (7) Homecheck Professional is a Sitescope Product provided by Landmark Information Group Limited.



Map Legend

 Search Band

Date Range: 1999 - 2001

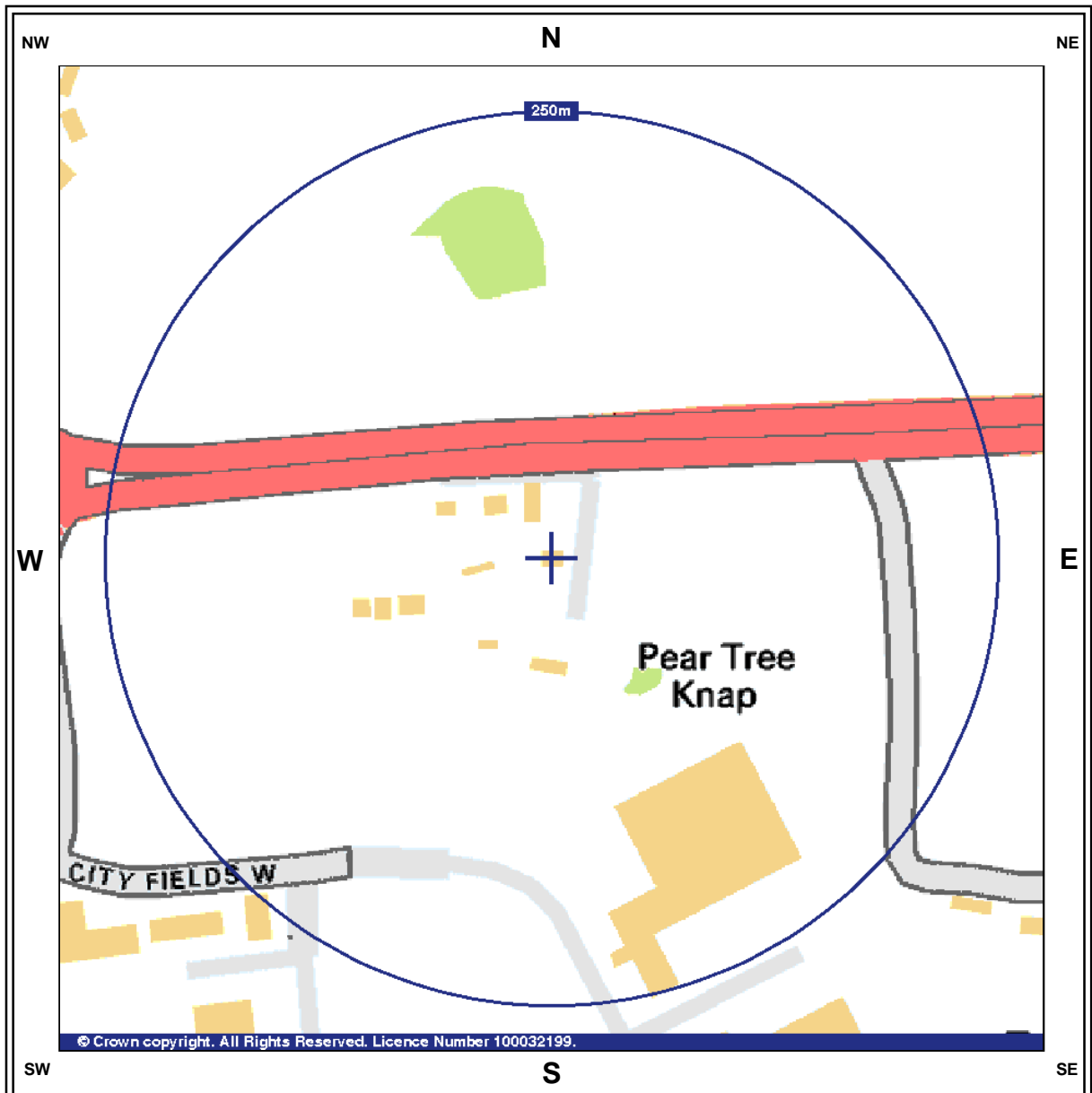
Image Resolution: 50cm

Search Details

Search address Sample House
1 The High Street
Newtown
AXX 1XX

Grid Reference 491043E 106947N

Date of Report 13/7/2009



Map Legend



Site location



Search Band



Water Feature



Building Outline



Search Details

Search address Sample House
1 The High Street
Newtown
AXX 1XX

Grid Reference 491043E 106947N

Date of Report 13/7/2009

Section A - Statutory Registers

LANDFILL AND WASTE

Local Authority Landfill Sites

- A.1.1** Are there any Local Authority recorded landfill sites?

Are there any Local Authority recorded landfill sites? The following list shows if local authorities covering the area of search have made landfill data available.

within 0 - 250 metres? No

within 251 - 500 metres? No

Chichester District Council - Has no landfill data to supply
West Sussex County Council - Has supplied landfill data

Please refer to the Contacts section for contact information.

Landfill Sites

- A.1.2** Are there any landfill sites or waste management facilities licensed by the environment Agency under Part II of Environmental Protection Act 1990 or any BGS Recorded Landfill sites?

within 0 - 250 metres? No

within 251 - 500 metres? No

Waste Transfer

- A.2** Are there any Waste Transfer Sites (including scrapyards) licensed by the environment Agency under Part II of Environmental Protection Act 1990?

within 0 - 250 metres? No

within 251 - 500 metres? No

Waste Treatment and Disposal

- A.3** Are there any other sites licensed by the environment Agency under Part II of Environmental Protection Act 1990 to treat, keep or dispose of controlled waste?

within 0 - 250 metres? No

within 251 - 500 metres? No

REGULATED INDUSTRIES

Integrated Pollution Control (IPC) Regulations

- A.4** Are there sites authorised under Part 1 of the Environmental Protection Act 1990 or the Pollution Prevention and Control (England and Wales) Regulations 2000 to carry out processes subject to Integrated Pollution Control (IPC) or Integrated Pollution Prevention and Control (IPPC)?

within 0 - 250 metres? No

within 251 - 500 metres? No

Radioactive Substances

- A.5** Are there any sites registered by environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials?

within 0 - 250 metres? No

within 251 - 500 metres? No

Storage of Hazardous Substances

- A.6** Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990?

within 0 - 250 metres? No

within 251 - 500 metres? No

Storage of Dangerous Substances

- | | | | |
|------------|--|---------------------------------|-----------|
| A.7 | Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the Notification of Installations Handling Hazardous Substances (NIHHS) Regulations 1982? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |

Control of Major Accident Hazards

- | | | | |
|------------|--|---------------------------------|-----------|
| A.8 | Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |

AIR

Emissions to Air

- | | | | |
|------------|---|---------------------------------|-----------|
| A.9 | Are there any sites subject to Local Authority Pollution Prevention and Control (LAPPC) under Part I of the Environmental Protection Act 1990 or the Pollution Prevention Control Act 1999? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |

DISCHARGE LICENCES

Discharges to Water

- | | | | |
|-------------|--|---------------------------------|-----------|
| A.10 | Are there any authorisations issued by the environment Agency (and its predecessor, the National Rivers Authority) to discharge to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |

CONTAMINATED LAND REGISTER

Contaminated Land Register Entries and Notices

- | | | | |
|-------------|---|---------------------------------|-----------|
| A.11 | Are there any Contaminated Land Register Entries and Notices from the Local Authority as defined by 78(A) 2 of Part IIA of the Environmental Protection Act 1990? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |

CONTRAVENTIONS

Contraventions

- | | | | |
|-------------|---|---------------------------------|-----------|
| A.12 | Are there any records of any enforcements, prohibitions, or prosecutions relating to questions in Section A or any Substantiated Pollution Incidents? | within 0 - 250 metres? | No |
| | | within 251 - 500 metres? | No |



Footnotes:

Question A.1 The Landfill Sites and Licensed Waste Management Facilities have been provided by the relevant environment agency or Local Authority (where available). At present no complete national data set exists for landfill site boundaries, therefore, a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position, and can vary from the site entrance to the centre of the site. For Registered Landfill Sites, where the positional accuracy of the site is unclear, a "buffer" is constructed around the point to warn of the possible presence of landfill.

Question A.2. The Waste Transfer Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.3. The Waste Treatment and Disposal Sites comprise both current and historic sites sourced from the relevant environment Agency. In certain cases it has been possible to source site boundaries.

Question A.6 The response to this question is based on data supplied by Local Planning Authorities.

Question A.10 The response to this question is based on details of consents issued by the relevant environment Agency to discharge to the watercourse.

Question A.11 The contaminated land regulations, enacted in 2000, give effect to relevant sections of the Environmental Protection Act (1990) in regards to contaminated land. There are three sets of regulations that relate to England, Scotland and Wales. They are Contaminated Land (England) Regulations 2000 (SSI227), Contaminated Land (Scotland) Regulations 2000 (SI 178), and Contaminated Land (Wales) Regulations 2001 (WSI 2197) respectively. There is also statutory guidance that complements the regulations. The regulations give power to define special sites, contaminated land and to remediate any land defined as contaminated as well as exclude and apportion liability for remediation.



Section B - Site History

LAND USE

Past Industrial Land Use

B.1 Are there any industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps?

within 0 - 250 metres?

Yes

Please refer to the Additional Information section for details of records found.

Current Industrial Land Use

B.2 Are there any industrial sites (indicating potentially contaminative land use) in Trade Listings?

within 0 - 250 metres?

No

Footnotes:

Question B.1 Historical maps are a valuable and recognised source of information for investigating site history. They assist in identifying any previous potential contaminative uses or potential infilling of land which may have been carried out at a particular location.

The Historical Industrial Land Use data used in this reply is the result of a systematic analysis of 1:10,560 scale Ordnance Survey maps dating from the 1880s, as well as selected 1:10,000 scale Ordnance Survey National Grid Series.

Evidence of past potential contamination and potentially infilled land is drawn from a series of up to six historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

In addition, evidence of Historical Tanks and Energy Facilities has been identified from the location of text on 1:2,500 and 1:1,250 historical Ordnance Survey maps covering a period from 1943-1996.

Question B.2 The reply to this question is based on contaminative industrial uses identified from current published trade directories.

Section C - Mining and Radon

MINING

Coal Mining Areas

- C.1** Is the property in a coal mining area or in an area (without past or present, deep or open-cast, coal mining activity) in which coal bearing strata are known or expected to be present? **No**

RADON AND RADON PROTECTION MEASURES

Radon Affected Area

- C.2** 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? **Between 1% and 3% of homes are above the Action Level**
- Whether or not a home actually has a basic or high radon concentration can only be established by having the building tested. The HPA provides a radon testing service, please refer to the Contacts section of this report.

Radon Protection Measures

- C.3** Is the property in an area where radon protection measures are required for new properties or extensions to existing ones? **No radon protective measures are necessary**

Footnotes:

Question C.1 The reply to this question indicates whether it is advisable to obtain a coal mining search from the Coal Authority.

Question C.2 The HPA recommends an 'Action Level' of 200 Becquerels per cubic metre. Areas are defined as radon-affected for existing dwellings where there is 1% chance or more of a house having a radon concentration at or above the Action Level.

Question C.3 In areas with 3% chance or more of a house having a radon concentration at or above the Action Level, protective measures need to be installed in new buildings and extensions to existing buildings. These areas are estimated through a combined analysis of geological data from the British Geological Survey (BGS) and measurement data from the Health Protection Agency (HPA). This forms the basis for the Building Research Establishment guidance on radon protective measures for new buildings (BR211, 2007)

Section D - Flooding

FLOODING

Defended Flood

- D.1.1** Is the property in or within 250m of an area potentially affected by flooding, taking flood defences into account? **No**

Undefended Flood

- D.1.2** Is the property in or within 250m of an area potentially affected by flooding, assuming the absence of flood defences? **No**

Pluvial Flood

- D.1.3** Is the property in or within 250m of an area at potential risk of surface water flooding? **Yes**

Tidal Flood

- D.1.4** The property is not within an area of potential tidal flooding.

Footnotes:

Question D.1 RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. It is provided "AS IS", without any warranty of any kind. The information provided is not intended to constitute professional advice or an endorsement by RMS of any kind regarding the use and suitability of the information. You rely on this information solely at your own risk. RMS shall not be liable for any damages (whether direct or consequential damages, including loss of profits) suffered by any recipient of this report or any third party relying upon or using this report. Please refer to the report user guide for further information

Question D.1.1 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood defences in this model are assumed to withstand the flood heights for which they were designed. For further information please see the Homecheck Professional Flood Report.

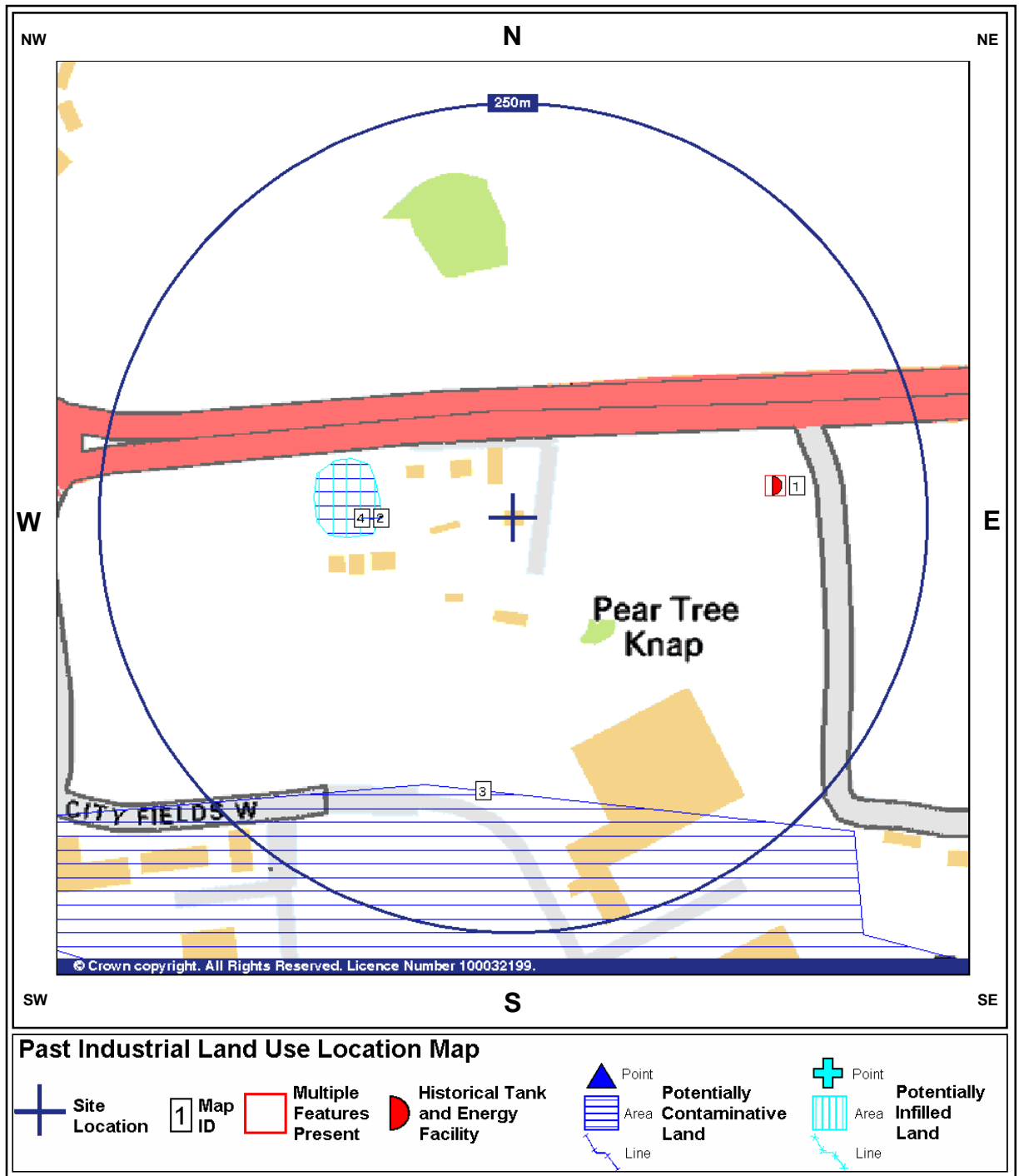
Question D.1.2 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. This model assumes that no flood defences are present, representing the possible outcome if defences fail earlier than designed. For further information please see the Homecheck Professional Flood Report.

Question D.1.3 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Surface water flooding is due to flooding from minor rivers, water flowing across the ground or raised groundwater levels. For further information please see the Homecheck Professional Flood Report.

Question D.1.4 Where the property is in or within 250m of an area of potential tidal flooding we report the overall flood risk for that property as generated by Norwich Union. For further information please see the Homecheck Professional Flood Report.

Section B - Site History

B.1 - Past Industrial Land Use - Records within 0 - 250m



Historical Tanks And Energy Facilities

Map ID	1
Direction	East
Distance	160m
Use:	Electrical Sub Station Facilities
Scale of Mapping:	1:2,500
Date of Mapping:	1975



Map ID 1
Direction East
Distance 171m
Use: Electrical Sub Station Facilities
Scale of Mapping: 1:2,500
Date of Mapping: 1990

Potentially Contaminative Industrial Uses (Past Land Use)

Map ID 2
Direction West
Distance 80m
Use: Quarrying of sand & clay, operation of sand & gravel pits
Date of Mapping: 1951

Map ID 3
Direction South
Distance 166m
Use: Military Land
Date of Mapping: 1961

Potentially Infilled Land (Non-Water)

Map ID 4
Direction West
Distance 80m
Use: Unknown Filled Ground (Pit, quarry etc)



Chichester District Council - Environmental Health Department

East Pallant House
1 East Pallant
Chichester
West Sussex
PO19 1TY

Telephone 01243 785166 Fax 01243 776766

Website www.chichester.gov.uk

Health Protection Agency - Radon Survey, Centre for Radiation, Chemical and Environmental Hazards

Chilton
Didcot
Oxfordshire
OX11 0RQ

Telephone 01235 822622 Fax 01235 833891

Email radon@hpa.org.uk

Website www.hpa.org.uk

Anyone concerned about the radon levels in their home can obtain a free information pack about radon (including details of how to obtain a test kit) by leaving their name, address and postcode on the free telephone number 0800 614529. Further information is also available on the HPA website.

Landmark Information Group Limited

5 - 7 Abbey Court
Eagle Way
Sowton
Exeter
Devon
EX2 7HY

Telephone 01392 441761 Fax 01392 441709

Email cssupport@landmarkinfo.co.uk

Website www.landmarkinfo.co.uk

West Sussex County Council - Environment & Development

County Hall
Tower Hall
Chichester
West Sussex
PO19 1RH

Telephone 01243 777100

Website www.westsussex.gov.uk



British Geological Survey - Enquiry Service

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143 Fax 0115 936 3276

Email enquiries@bgs.ac.uk

Website www.bgs.ac.uk

The BGS can provide a detailed geological report on the area in which the property is located.

Sitescope Limited - Homecheck Professional Environmental Helpline

Legal And Financial
The Smith Centre
Fairmile
Henley-On-Thames
Oxon
RG9 6AB

Telephone 0844 844 9966 Fax 0844 844 9980

Email helpdesk@homecheck.co.uk



Search Code

Important Consumer Protection Information

This search has been produced by Landmark Information Group of The Smith Centre, Fairmile, Henley on Thames, RG9 6AB (Tel: 0844 844 9966, Fax: 0844 844 9980, Email: helpdesk@landmarkinfo.co.uk), which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, Landmark Information Group is confirming that they keep to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

The Search Code's key commitments say that search organisations will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to IPCAS.

IPCAS Contact Details

Telephone: 020 7520 3800

Email: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from Property Codes Compliance Board website at: www.propertycodes.org.uk

Please contact our Customer Service Team on 0844 844 9966 if you would like a copy of the full search code.



Search Code

Complaints Procedure - Information for customers

If you wish to make a complaint, we will deal with it speedily and fairly. We will:

- Respond to your complaint within 2 working days of receipt.
- Try and resolve your complaint fully within 2 weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to:

Customer Relationship Manager
Landmark Information Group Limited
Legal & Financial
The Smith Centre
Fairmile
Henley-on-Thames
RG9 6AB

Telephone: 0844 844 9966

E-mail: helpdesk@landmarkinfo.co.uk

IPCAS can be contacted at:

IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT

Phone: 020 7520 3800

Fax: 020 7520 3829

E-mail: info@idrs.ltd.uk

SITESCOPE TERMS AND CONDITIONS

Definitions

"Authorised Reseller" means an agent or reseller of Sitescope whom Sitescope has duly appointed to resell its Reports and Services.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Sitescope and shall include Sitescope developed and Third Party Content.

"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report;

"First Purchaser's Lender" means the funding provider for the First Purchaser

"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right;

"Order" means the request for Services from Sitescope by You.

"Property Site" means a land site on which Sitescope provides a Service.

References to **"We"**, **"Us"** and **"Our"** are references to Sitescope Limited (**"Sitescope"**), whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY. Where You are not ordering the Services directly from Sitescope, but from an Authorised Reseller, references to "Sitescope" or "We", "Us" and "Our" shall be construed so as to mean either Sitescope and/or the Authorised Reseller as the context shall indicate.

References to **"You/Your/yourself"** refer to the contracting party who accesses the Website or places an Order with Sitescope.

"Report" includes any information that Sitescope supplies to You including all reports, services, datasets, software or information contained in them.

"Services" means the provision of any service by Sitescope pursuant to these Terms, including without limitation, any Report.

"Sitescope Fees" means any charges levied by Sitescope for Services provided to You.

"Suppliers" means any organisation who provides data or information of any form to Sitescope.

"Terms" means these Terms and Conditions.

"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

"Websites" means websites hosted by Sitescope and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

1. Terms and Conditions

- a. These Terms govern the relationship between You and Sitescope whether You are an unregistered visitor to the Website or are purchasing Services. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, or pay for any Services provided
- b. If the person communicating with Sitescope is an Authorised Reseller, they must ensure that You agree to these Terms.
- c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
- d. Sitescope may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
- e. These Terms, together with the prices and delivery details set out on our Websites, Sitescope's Privacy Policy and Your Order comprise the whole agreement relating to the supply of Services to You by Sitescope. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms. Save for fraud or misrepresentation, Sitescope shall have no liability for any such representation being untrue or misleading.
- f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2. Services

- a. Sitescope will use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Sitescope does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Sitescope does not claim that these sources represented an exhaustive or comprehensive list of all sources that might be consulted.

3. Intellectual Property

- a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Sitescope or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- b. Subject always to these Terms You may, without further charge, make the Services available to:
 - i. the owner of the Property at the date of the Report,
 - ii. any person who purchases the whole of the Property Site,
 - iii. any person who provides funding secured on the whole of the Property Site,
 - iv. any person for whom You act in a professional or commercial capacity,
 - v. any person who acts for You in a professional or commercial capacity; and
 - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Sitescope shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.Accordingly Sitescope shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Sitescope's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Sitescope shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Sitescope:-

- i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
- ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
- iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
- iv. create any product which is derived directly or indirectly from the data contained in the Services
- f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
- g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Sitescope who shall be entitled to make a charge for each additional copy.

4. Charges

- a. VAT at the prevailing rate shall be payable in addition to the Sitescope Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Sitescope Fees at the rates set out in Sitescope's or its Authorised Reseller's invoice. The Sitescope Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Sitescope reserve the right to amend the Sitescope Fees from time to time and the Services will be charged at the Sitescope Fee applicable at the date on which the Service is ordered.
- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Sitescope or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Sitescope or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Sitescope or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Sitescope or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Sitescope's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

5. Termination

- a. Sitescope may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-
 - i. You fail to make any payment due in accordance with clause 4;
 - ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
 - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Sitescope may remedy the breach and recover the costs thereof from You.
- b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.
- c. Sitescope reserves the right to refuse to supply any or all Services to You without notice or reason.

6. Liability

- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Sitescope by others, Sitescope cannot control its accuracy or completeness, nor is it within the scope of Sitescope's Services to check the information on the ground. Accordingly, Sitescope will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.0 below neither Sitescope nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Sitescope have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Sitescope shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Sitescope.
- e. In any event, and notwithstanding anything contained in these Terms, Sitescope's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Sitescope.
- f. Sitescope will not be liable for any defect, failure or omission relating to Services that is not notified to Sitescope within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
 - i. Subject to clause 6.0 below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Sitescope is not a Third Party Content supplier). Sitescope does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Sitescope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
 - ii. Sitescope's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
 - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Sitescope and Sitescope do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Sitescope recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.

- iv. Subject to clause 6.o below, Sitescope shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
- v. Sitescope will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
- vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
- vii. Sitescope offer no warranty for the performance of any linked internet service not operated by Sitescope;
- viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
- ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
- h. All liability for any insurance products purchased by You rests solely with the insurer. Sitescope does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Sitescope will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Sitescope does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Sitescope accepts no liability in this regard. The provision of a Report does not constitute any indication by Sitescope that insurance will be available on the property.
- i. Professional opinions contained in Reports are provided to Sitescope by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Sitescope products include RPS Plc & Willbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
If Sitescope provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6. below, Sitescope will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Sitescope will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
- j. In any event no person may rely on a Service more than 12 months after its original date.
- k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Sitescope shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
- l. Time shall not be of the essence with respect to the provision of the Services.
- m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below Sitescope and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
- n. Where Sitescope provides its own risk assessment in connection with any Report, Sitescope shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Sitescope conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Sitescope, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
- o. Sitescope obtains much of the information contained in its Report from third parties. Sitescope will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Sitescope, but Sitescope's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Sitescope.

7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to those Homecheck Professional Environmental Reports where RPS certify that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990 and where RPS should have identified such risk. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. Sitescope are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part II(A) of the Environmental Protection Act 1990 ("the Notice") Sitescope will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
 - i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - ii. The Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - iii. The Contribution is strictly limited to the cost of works at the Property Site and at no other site.
 - iv. The Contribution will not be paid in respect of any of the following:
Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required

removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.

Intentional non-compliance arising from the intentional disregard of or knowing, wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.

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

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

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

Any fines liquidated damages punitive or exemplary damages.

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

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

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

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

8. Events Beyond Our Control

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

9. Severability

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

10. Governing Law

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

11. General; Complaints

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