6. BGS Groundwater Flooding Map

BGS Groundwater Flooding legend

Ordnance Survey license 100035207.
6. Groundwater Flooding

6.1 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 highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions? Limited potential for groundwater flooding

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

Where limited potential for groundwater flooding to occur is indicated, this means that although given the geological conditions there may be a groundwater flooding hazard, unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area, you need take no further action in relation to groundwater flooding hazard.

6.2 Groundwater Flooding Confidence Areas

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

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.

Notes on Groundwater Flooding data:

The BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

Groundwater flooding may either be associated with shallow unconsolidated sedimentary aquifers which overlie unproductive aquifers (Superficial Deposits Flooding), or with unconfined aquifers (Clearwater Flooding).

The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

Report Reference: GS-2975654
Client Reference: Three_Bridges_Road_4468_004
7. BGS Geological Indicators of Flooding

Are there any geological indicators of flooding within 250m of the study site? No

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.

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Notes on BGS Geological Indicators of Flooding data:

The BGS Geological Indicators of Flooding (GIF) data set is a digital map based on the BGS Digital Geological Map of Great Britain at the 1:50,000 scale (DiGMapGB-50). It was produced by characterising Superficial (Drift) Deposits on DiGMapGB-50 in terms of their likely vulnerability to flooding, either from coastal or inland water flow. These Superficial Deposits are considered ‘recent’ in geological terms, most having been formed in the later parts of the Quaternary geological period (i.e. within the last few tens of thousands of years). Observations made during recent major inland and coastal flooding events have demonstrated that the erosion and deposition of these recent geological sediments have produced subtle topographical variations, resulting in landforms such as fluvial and coastal floodplains. The mapping of these landforms, in conjunction with the fluvial and/or coastal deposits that underlie them, has in turn determined the extent of previous coastal and inland flooding.

On this basis, the floodplains which are at greatest risk from flooding can be both visualised and defined by Superficial Deposits as depicted on geological maps. These include deposits such as river alluvium and lacustrine (lake) alluvium, as well as the First River Terrace or ‘Floodplain terrace’ (raised flat areas adjacent to or within floodplains, which represent the level of the floodplain prior to the most recent episode of down-cutting). Older and higher river terraces have been excluded as they lie outside the geologically defined floodplain. Areas at risk from coastal inundation are similarly characterised by a range of estuarine or marine deposits that include, for example, tidal flats.

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Report Reference: GS-2975654
Client Reference: Three_Bridges_Road_4468_004
8. JBA Canal Break map
8. JBA Reservoir and Canal Data

8.1 JBA Reservoir Failure Impact Modelling

Is the property located in an area identified as being at potential risk in the event of a reservoir failure? No

JBA consulting 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. This data is not displayed on mapping.

Guidance: None required

Notes on Reservoir Failure Impact data:

This dataset identified areas that are most likely to flood following the sudden catastrophic failure of a reservoir and is provided by JBA Consulting. JBA has identified over 1,700 reservoirs that pose a risk to people and property. These maps identify properties that would flood in the unlikely event of the failure of the reservoir’s dam or embankment. Empirical methods were used to predict the flow that would result from the failure which was then modelled onto high resolution Digital Terrain Models (DTM) using JBA’s advanced 2D hydraulic modelling techniques. The model provides the maximum depth of flooding in each cell of the DTM.

8.2 JBA Canal Break Modelling

Is the property located within 500m of an area identified as being at potential risk in the event of a canal break? No

Database searched and no data found.
Notes on Canal Break modelling data

Canal failure mapping includes two types of failure:

• Breach of raised canal embankments - failure of the embankment due to weaknesses; these are typically caused by erosion or animal burrowing but can also arise from poor maintenance.
• Aqueduct failure - an aqueduct is where the canal passes over infrastructure such as roads, railways and subways, or over other canals and rivers. Failures of these are typically caused by the collapse of the underlying culvert.

A length of over 1,700km of canal covering England, Wales and Scotland was modelled. The canal modelling is restricted to the areas where LIDAR is available as the raised embankments are more defined in the LIDAR than in the Photogrammetry data. Each canal is categorised as part of the Merchant Shipping Notice (MSN 1776 (M)). The majority of the modelled canals are categorised as A, with a few exceptions, which fell under category B.

• Category A: narrow rivers and canals where the depth of water is generally less than 1.5m.
• Category B: wider rivers and canals where the depth of water is generally 1.5m or more and where the significant wave height could not be expected to exceed 0.6m at any time.
• Category C: tidal rivers and estuaries and large, deep lakes and lochs where the significant wave height could not be expected to exceed 1.2m at any time.
• Category D: tidal rivers and estuaries where the significant wave height could not be expected to exceed 2m at any time.

The canal map provides flood extent data only and show flooded areas with a depth greater than 0.1m.
Contact Details

Groundsure Helpline
Telephone: 08444 159 000
info@groundsure.com

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

Environment Agency
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
South Barn
Broughton Hall
Skipton
BD23 3AE
Tel: 01756 799919

Ordnance Survey
Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505
Website: http://www.ordnancesurvey.co.uk/

Local Authority
Authority: Crawley Borough Council
Phone: 01293 438 000
Web: http://www.crawley.gov.uk/
Address: Town Hall, The Boulevard, Crawley, West Sussex, RH10 1UZ

Getmapping PLC
Virginia Villas, High Street, Hartley Witney
Hampshire RG27 8NW
Tel: 01252 845444
Website: http://www1.getmapping.com/

Acknowledgements: Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.

Report Reference: GS-2975654
Client Reference: Three_Bridges_Road_4468_004
Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

‘Client’ means the party or parties entering into a Contract with Groundsure.

‘Commercial’ means any building or property which is not Residential.

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

(i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and
(ii) information which is in the public domain (other than by virtue of a breach of this Contract).

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

‘Contract’ means any contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

‘Third Party Data Provider’ means any third party providing Third Party Content to the Client.

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

‘Fees’ has the meaning set out in clause 5.1.

‘Groundsure’ means Groundsure Limited, a company registered in England and Wales under number 03421028.

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

‘Intellectual Property’ means any patent, copyright, design rights, trade or any other rights of a similar nature anywhere in the world.

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

‘Order’ means an electroform written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

‘Ordnance Survey’ means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 OAS, UK.

‘Order Website’ means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

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

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

‘Risk Screening Report’ means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

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

‘Site’ means the area of land in respect of which the Client has requested Groundsure to provide the Services.

‘Third Party Content’ means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

‘User Guide’ means the Groundsure 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 to the 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 insurer, or in any commercial transaction: 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 only be made when written 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, any relevant site 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 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 provision of an 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) Groundsure, and
(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 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. Such objection must be promptly and 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-license to the Beneficiary) a royalty-free, worldwide, non-assessable 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 its licensors (including without limitation the Third Party Data Providers) and the Client acknowledges, and shall procure

(ii)
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 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 combine 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) 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 goodwill;

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

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of service;

(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; or

(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;

(iv) Groundsure’s internet ordering service.

8.3 Groundsure shall take steps to bring to an end the Services provided in respect of adjacent or nearby sites; and

8.4 Groundsure’s possession or control; and

8.5 to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure’s possession or control; and

8.6 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.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

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

(i) 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; and

(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, in the exercise of a power in a Provision of the Service, make a breach of clause 6.4(v) and clause 6.4(vi) of these terms and conditions against the Client in accordance with the provisions of the provisions of the Contract (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 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;
(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. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website www.tpos.co.uk or email admin@tpos.co.uk

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.

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APPENDIX D

Thames Water – Sewer Flooding History
Sewer Flooding
History Enquiry

Robert West Consulting
Borough High Street

Search address supplied
87
Three Bridges Road
Crawley
RH10 1JR

Your reference 4468/004 Three Bridges Road Crawley
Our reference SFH/SFH Standard/2016_3326230
Received date 12 May 2016
Search date 12 May 2016
Search address supplied: 87, Three Bridges Road, Crawley, RH10 1JR

This search is recommended to check for any sewer flooding in a specific address or area.

TWUL, trading as Property Searches, are responsible in respect of the following:

(i) any negligent or incorrect entry in the records searched;

(ii) any negligent or incorrect interpretation of the records searched;

(iii) any negligent or incorrect recording of that interpretation in the search report;

(iv) compensation payments.
History of Sewer Flooding

Is the requested address or area at risk of flooding due to overloaded public sewers?

The flooding records held by Thames Water indicate that there have been no incidents of flooding in the requested area as a result of surcharging public sewers.

For your guidance:

- A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- “Internal flooding” from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0800 316 9800 or website www.thameswater.co.uk
APPENDIX E

Thames Water – Asset maps
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APPENDIX F

Greenfield Runoff Rates calculation
This report was produced using the greenfield runoff tool developed by HR Wallingford and available at www.uksuds.com. The use of this tool is subject to the UK SuDS terms and conditions and licence agreement, which can both be found at http://uksuds.com/terms-and-conditions.htm. The outputs from this tool have been used to estimate storage volume requirements. The use of these results is the responsibility of the users of this tool. No liability will be accepted by HR Wallingford, the Environment Agency, CEH, Hydrosolutions or any other organisation for use of this data in the design or operational characteristics of any drainage scheme.

This is an estimation of the greenfield runoff rate limits that are needed to meet normal best practice criteria in line with Environment Agency guidance “Preliminary rainfall runoff management for developments”, WS-074/A/TR1/1 rev. E (2012) and the SuDS Manual, C753 (Ciria, 2015). This information on greenfield runoff rates may be the basis for setting consents for the drainage of surface water runoff from sites.

### Methodology

**IH124**

### Site characteristics

| Total site area (ha) | 0.26 |

### Methodology

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<td>SPR estimation method</td>
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### Notes:

1. Is $Q_{\text{BAR}} < 2.0$ l/s/ha?

2. Are flow rates < 5.0 l/s?

   Where flow rates are less than 5.0 l/s consents are usually set at 5.0 l/s if blockage from vegetation and other materials is possible. Lower consent flow rates may be set in which case blockage work must be addressed by using appropriate drainage elements.

3. Is SPR/SPRHOST ≤ 0.3?

### Greenfield runoff rates

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APPENDIX G

Proposed Surface Water Drainage
Flow control structure to limit discharge to 5 l/s. Discharge rate to be agreed with Thames Water and LLFA.

Proposed pipe crosses third party owned land. Agreement will be required with the land owner to carry out the works.

Pervious Paving Type C - No infiltration - As defined by the Ciria SuDS Manual C763.

In order to reduce flow rates, storage need to be allocated through out the site. It is proposed to use the sub-base of the permeable paving for surface water storage. The approximate storage required is 350mm. The approximate depth of the sub-base to provide the required attenuation will be 350mm.

Runoff from buildings and surrounding areas to be discharge to the sub-base of the pervious paving through rainwater diffuser units.

Check dams within pervious sub-base to maximize storage volume. Numbers and locations of check dams to be finalized at the detailed design stage.

Main drain to collect surface water from the entrances due to proposed levels.

Roof drainage from all buildings to discharge to the pervious paving sub-base. This provides water treatment in accordance with Ciria C753.

The proposed drainage strategy has been designed using ground levels provided by the topographical survey. It is assumed that the proposed road levels will not change.

Any changes to the proposed development will be reflected in the proposed drainage layout. If changes are made to the proposed footprint, the proposed drainage strategy will need to be re-designed.

1. All drainage to be build out to softs unless otherwise stated.
2. All private drainage to comply with the current Building Regulations, SS640: Soil Drain and Sewer Systems outside buildings and other relevant British Standards and Codes of Practice.
3. The proposed drainage strategy has been designed using ground levels provided by the topographical survey. It is assumed that the proposed road levels will not change.
4. Any changes to the proposed development will be reflected in the proposed drainage layout. If changes are made to the proposed footprint, the proposed drainage strategy will need to be re-designed.

Discharge to existing Thames Water surface water network.

Channel drains to collect surface water from the entrances due to proposed levels.

Runoff from buildings and surrounding areas to be discharge to the sub-base of the pervious paving through rainwater diffuser units.

Check dams within pervious sub-base to maximize storage volume. Numbers and locations of check dams to be finalized at the detailed design stage.

Main drain to collect surface water from the entrances due to proposed levels.

Roof drainage from all buildings to discharge to the pervious paving sub-base. This provides water treatment in accordance with Ciria C753.
10. QUALITY

It is the policy of Project Centre to supply Services that meet or exceed our clients’ expectations of Quality and Service. To this end, the Company’s Quality Management System (QMS) has been structured to encompass all aspects of the Company’s activities including such areas as Sales, Design and Client Service.

By adopting our QMS on all aspects of the Company, Project Centre aims to achieve the following objectives:

- Ensure a clear understanding of customer requirements;
- Ensure projects are completed to programme and within budget;
- Improve productivity by having consistent procedures;
- Increase flexibility of staff and systems through the adoption of a common approach to staff appraisal and training;
- Continually improve the standard of service we provide internally and externally;
- Achieve continuous and appropriate improvement in all aspects of the company;

Our Quality Management Manual is supported by detailed operational documentation. These relate to codes of practice, technical specifications, work instructions, Key Performance Indicators, and other relevant documentation to form a working set of documents governing the required work practices throughout the Company.

All employees are trained to understand and discharge their individual responsibilities to ensure the effective operation of the Quality Management System.