



Residential Property at
BeckSIDE Cottage, Rusland
ULVERSTON
LA12 8JY

Grid Reference: 334804E 490812N

Order Reference: 28520657_1

Your Reference: MH_HCF

Friday, 31 July 2009

Requested by

Sep Ltd
33 Sandy Lane
Skelmersdale
WN8 8LA

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



British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL



Guidance

To assess the flood risk associated with this property we have considered the widest possible range of suppliers. Assessment of this data has identified that this property IS considered a flood risk, due to the following issues:

The Environment Agency flood risk model indicates that the property is in or within the vicinity of a natural flood plain. Please refer to the Environment Agency data in Section B for further details.

The Norwich Union deem this property to be high flood risk. Please refer to Section D for further details.

Introduction

The Homecheck Professional Flood report uses a range of information sources to assess the flood risk of the property. The results of each section will not always correlate, and the footnotes within the relevant section explain how each result is derived.

The report is for use by lawyers, Home Information Pack providers and other property professionals. It provides detailed information within the key areas listed below in a familiar and easy to understand question and answer format.

SECTION A RMS Flood Risk

RMS flood is a modelled dataset, which uses land height, predicted rainfall and a huge variety of other factors to predict both flooding from rivers, and for the first time across Great Britain, surface water flooding - which is key for flood predictions in urban areas.

SECTION B Environment Agency/ Centre for Ecology and Hydrology Flooding

This section gives details of EA flood data in England and Wales and CEH flood data in Scotland. If flood zones are identified in the vicinity of the property then a flood map is included within this section.

SECTION C British Geological Survey Flooding

This section gives details of BGS groundwater flooding data and vulnerability to inland or coastal flooding.

SECTION D Norwich Union Flood Risk and Insurability

This section gives an indication of the level of flood risk for the property as identified by NU.

SECTION E Insurance Claims

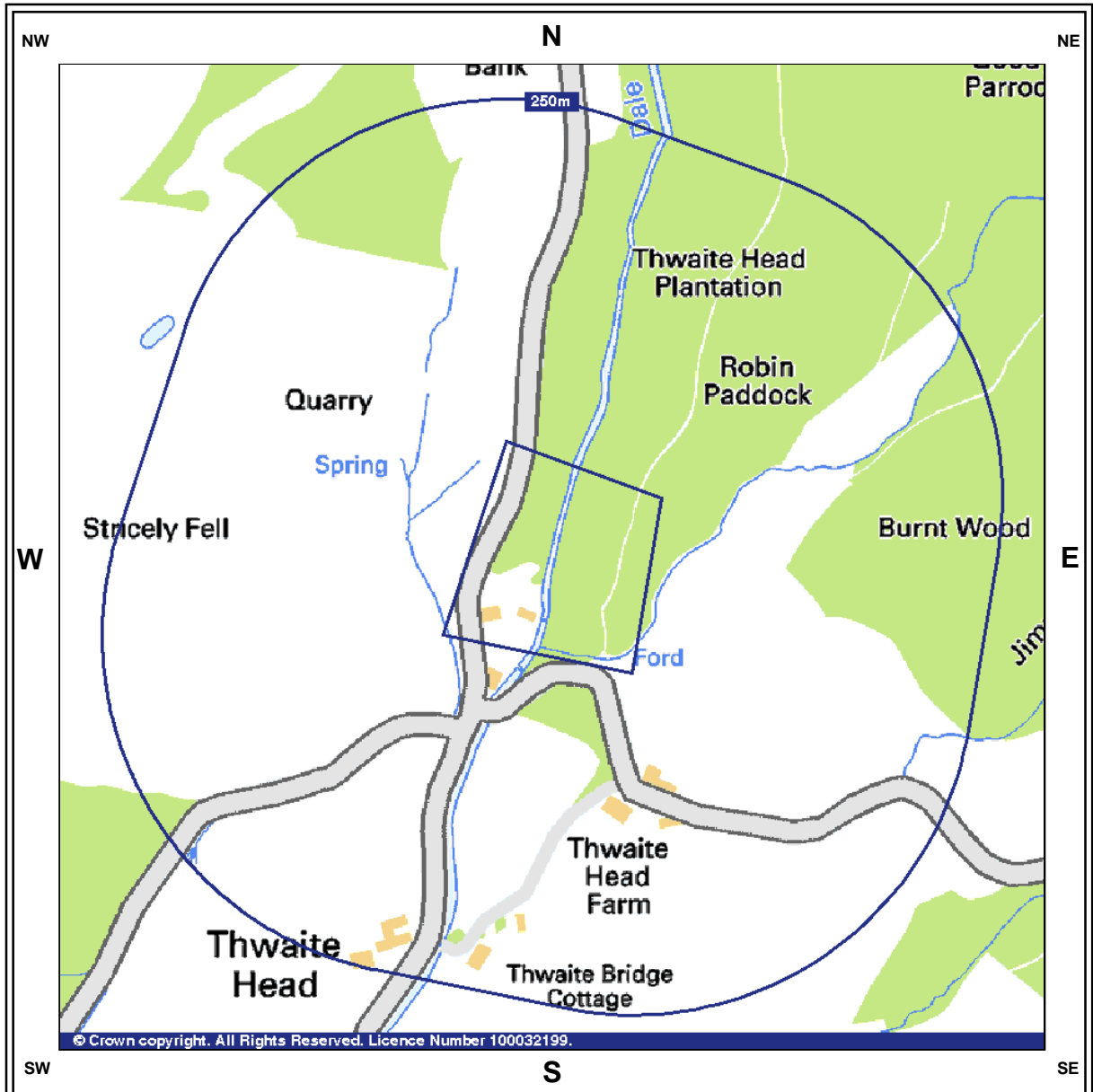
This section gives an indication of the insurance claims rating for flooding within the postcode sector.

Other Reports

You may also wish to consider reports from our full range covering both Contamination and Ground Stability issues.

Footnotes

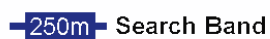
- (1) The report should only be used in connection with one residential parcel of land (for the purpose of defining a single parcel of land Rule2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are 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, Norwich Union 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



Site



Search Band



Water Feature



Building Outline



Search Details

Search address BeckSIDE Cottage, Rusland
ULVERSTON
LA12 8JY

Grid Reference 334804E 490812N

Date of Report 31/7/2009

SECTION A - RMS Flood Risk

Defended Flood

A.1	What are the potential worst case flood depths, taking flood defences into account in areas:	within 0 - 50 metres?	No known flood risk
		within 51 - 250 metres?	No known flood risk

Un defended Flood

A.2	What are the potential worst case flood depths, assuming the absence of flood defences in areas:	within 0 - 50 metres?	No known flood risk
		within 51 - 250 metres?	No known flood risk

Pluvial Flood

A.3	Are there any areas at potential risk of surface water flooding:	within 0 - 50 metres?	Yes
		within 51 - 250 metres?	Yes

Footnotes:

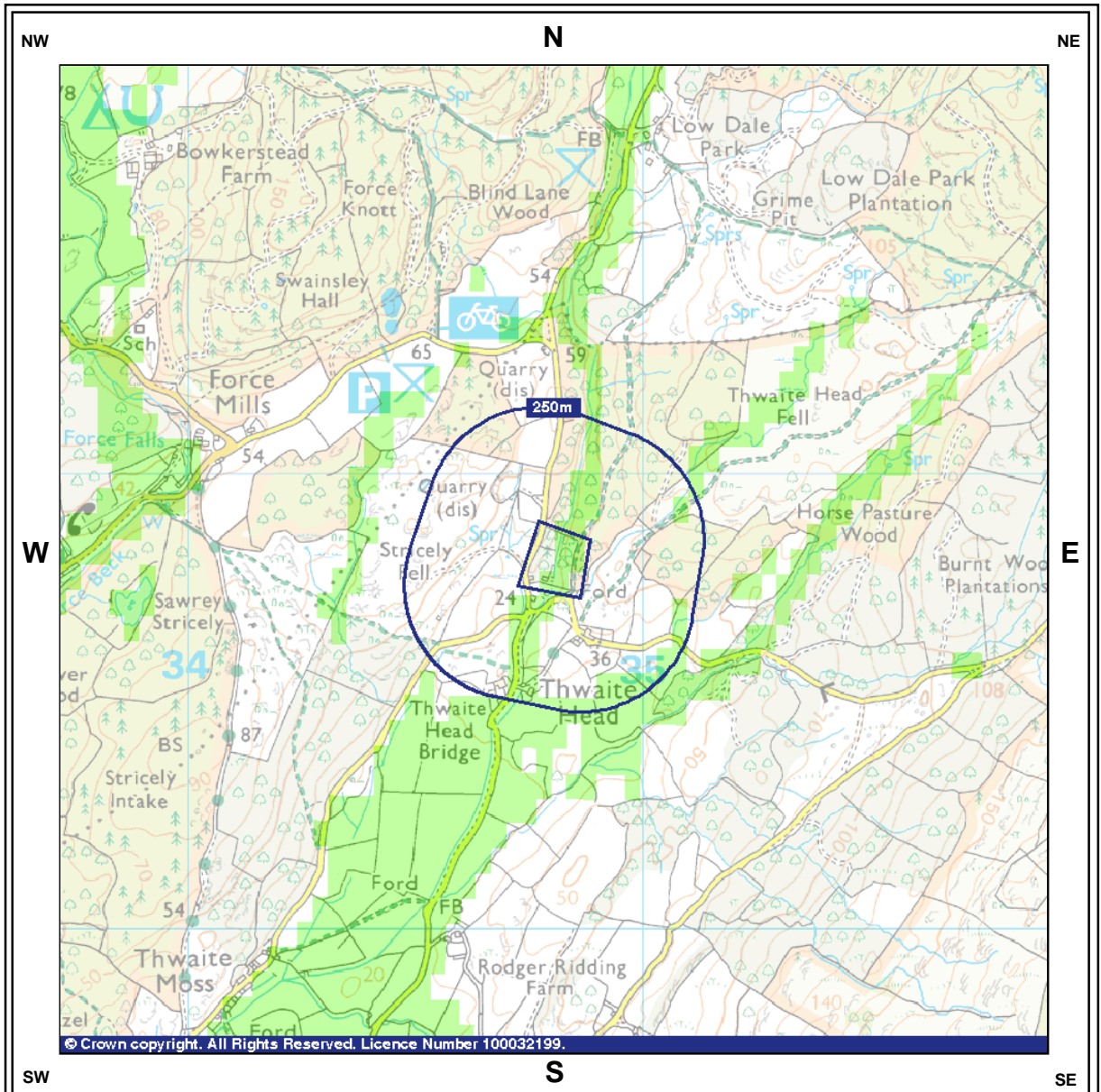
A. RMS flood data is based on analyses of historical data, using mathematical and statistical models and the encoded experience of scientists and engineers, and is inherently imprecise. It is provided "AS IS", without any warranty of any kind. The information provided is not intended to constitute professional 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

A.1 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood depths are grouped into 4 bands, and the worst case reported. Flood defences in this model are assumed to withstand the flood heights for which they were designed.

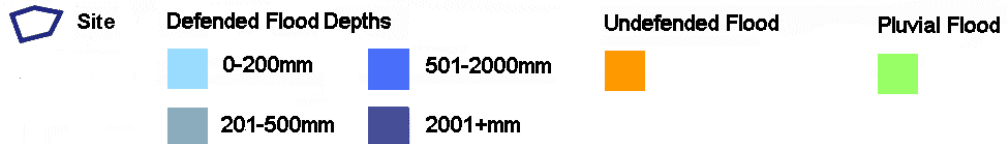
A.2 The potential risk has been modelled on the basis of a flood occurring on average every 75, 100 or 1000 years. Flood depths are grouped into 4 bands, and the worst case reported. This model assumes that no flood defences are present, representing the possible outcome if defences fail earlier than designed.

A.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.

Map Summary: RMS Flood Risk - 1 in 75 year risk

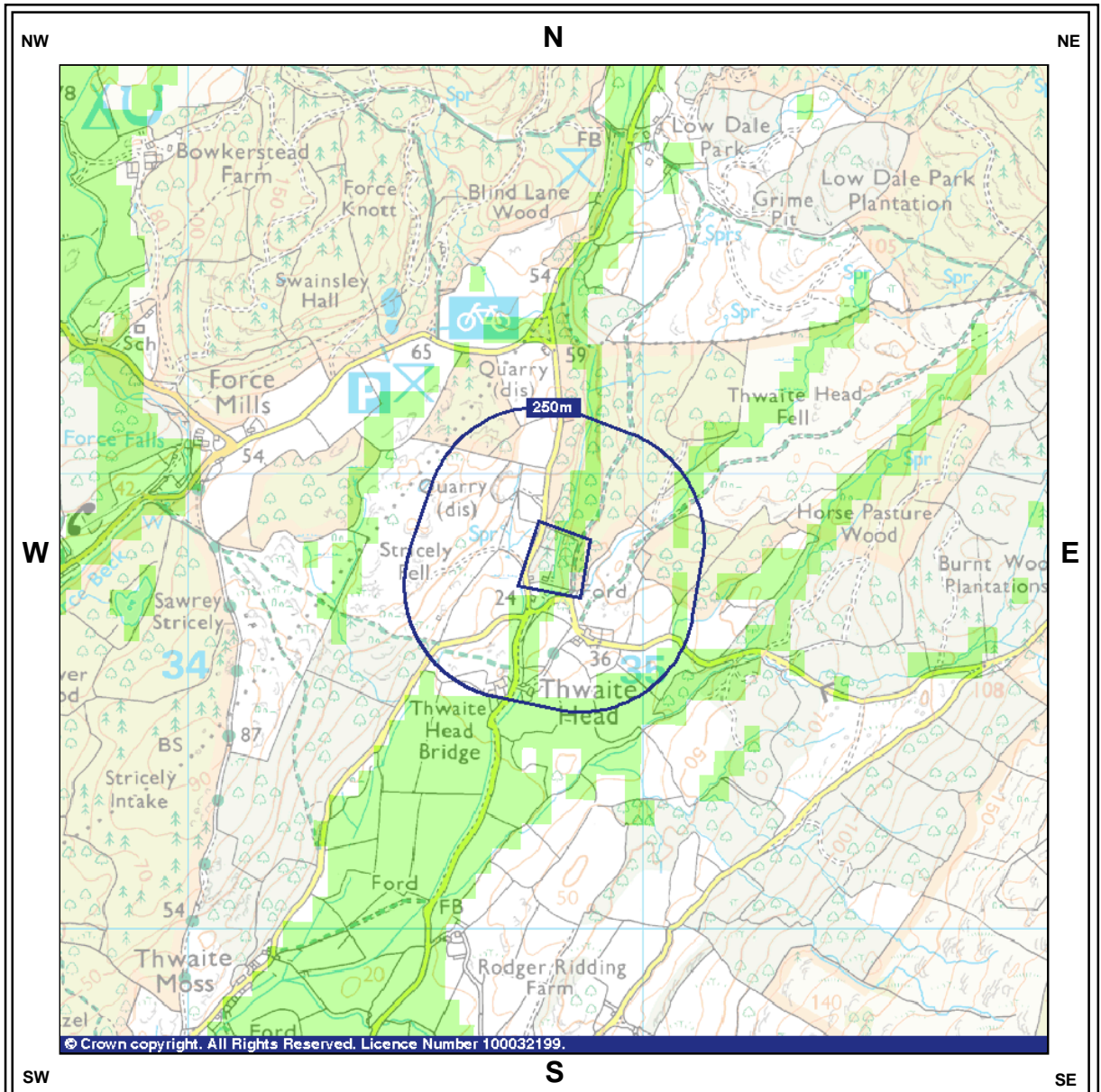


Flood Risk - 1 in 75 Year Risk



The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

Map Summary: RMS Flood Risk - 1 in 100 year risk

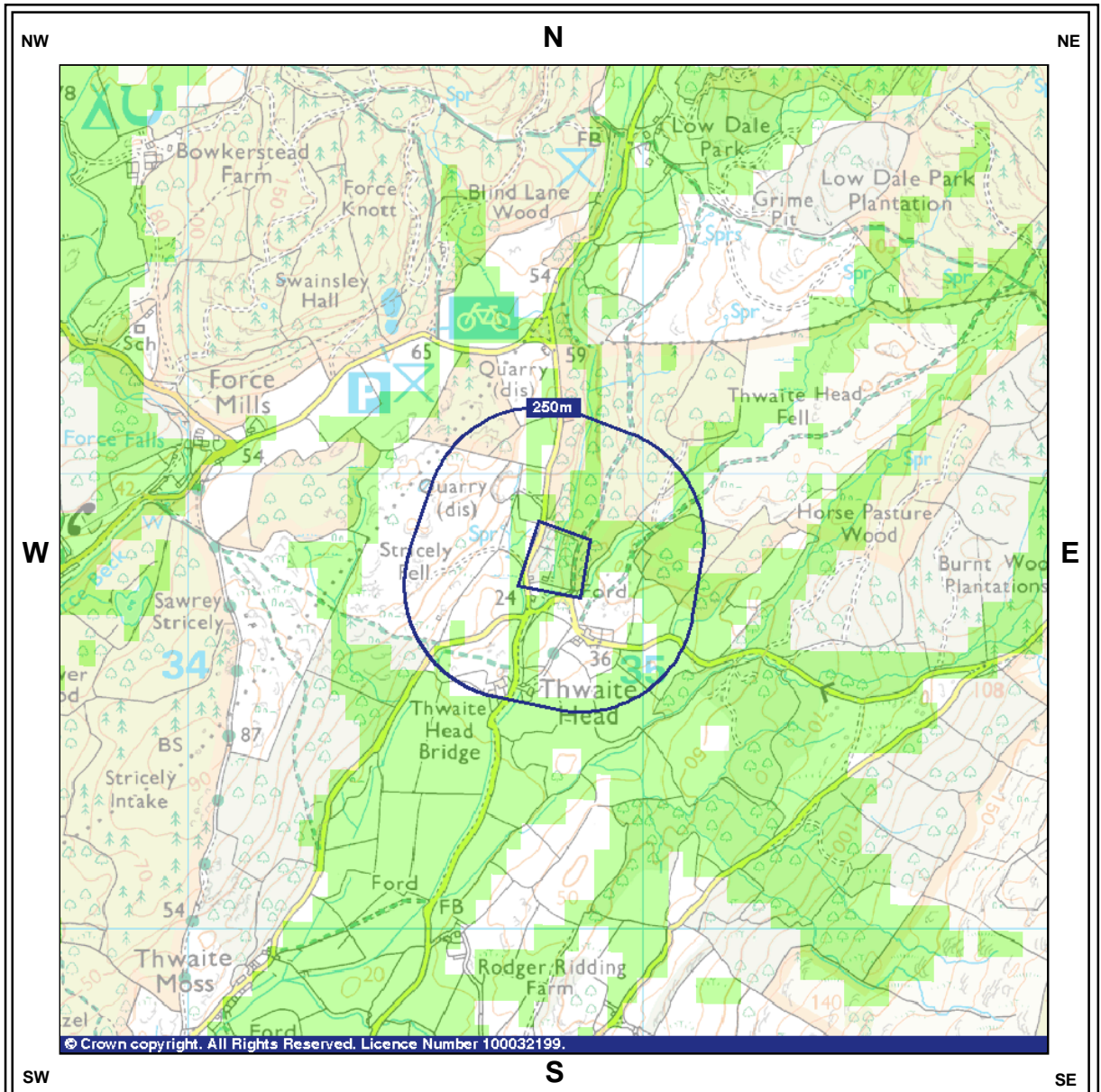


Flood Risk - 1 in 100 Year Risk



The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

Map Summary: RMS Flood Risk - 1 in 1000 year risk



Flood Risk - 1 in 1000 Year Risk



The data assuming the absence of flood defences is mapped as an additional extent to the data which does take account of flood defences, without depth information. It can be assumed that any area which potentially floods taking defences into account will also flood where defences are not accounted for.

SECTION B - Environment Agency Flooding

Flood Risk

- B.1** Is the property in or within 250m of an area affected by flooding (Zone 3) or extreme flooding (Zone 2)? **Yes**

Flood Defence

- B.2** Is the property in or within 250m of flood defences? **No**

Flood Defended Area

- B.3** Is the property in or within 250m of an area benefiting from flood defences? **No**

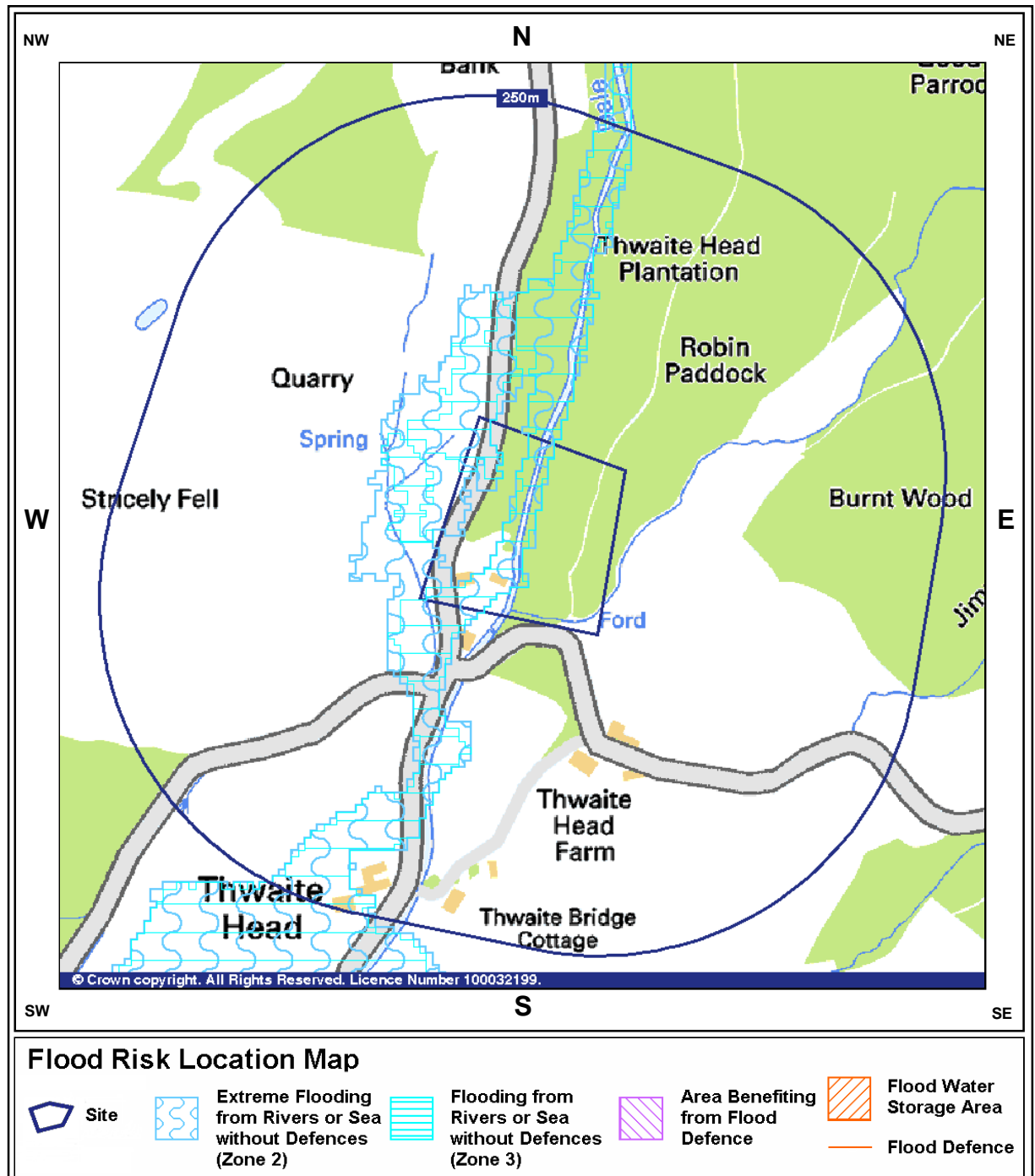
Footnotes:

Question B.1 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the extent of flooding. This shows flooding from rivers or sea without defences i.e. the natural flood plain area that could be affected in the event of flooding from rivers and the sea. An area affected by flooding (Zone 3) indicates the extent of a flood with a 1% (1 in 100) chance of happening each year from a river and a 0.5% (1 in 200) chance of happening each year from the sea. The extreme flooding (Zone 2) indicates the extent of a flood with a 0.1% (1 in 1000) chance of happening each year. The reply given in Scotland is based on data from the Centre for Ecology and Hydrology

Question B.2 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the flood defences. This includes linear flood defences (such as walls and embankments) and flood water storage areas (such as reservoirs and basins). The linear flood defences shown are normally those built within the last 5 years to a specified standard. As a result not all flood defences may be shown.

Question B.3 The replies given in England and Wales are based on the Environment Agency's Flood Map, specifically the areas benefiting from flood defences. This shows areas that benefit from flood defences, in the event of a river flood with a 1% (1 in 100) chance of happening each year, or a flood from the sea with a 0.5% (1 in 200) chance of happening each year. If the defences were not there, these areas would flood.

Map Summary: Environment Agency Flooding



SECTION C - British Geological Survey Flooding

Flood Risk

C.1 What is the susceptibility to groundwater flooding in the search area based on the underlying geological conditions?

None

C.2 Are there any geological deposits in the search area which indicate that it may be vulnerable to inland or coastal flooding?

No

There are no geological deposits identified within the search area which indicate that it may be vulnerable to inland or coastal flooding.

Footnotes:

The search band for these questions is 0-50m from the specified property.

C.1 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 BGS Susceptibility to groundwater flooding hazard dataset identifies where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface.

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.

C.2 Where geological deposits indicate that the area may be vulnerable to flooding and are identified in the search area, this does not necessarily mean that flooding will occur. The data behind the search are purely 'geological' and do not take into account any man-made factors such as flood protection schemes. The data is indicating simply those geological deposits which have been associated with flooding in the recent geological past and which therefore may still be vulnerable to flooding. The BGS geological indicators of flooding data should be regarded as complementary to, but not a replacement for, existing Environment Agency flood risk maps.

SECTION D - Norwich Union Flood Risk and Insurability

Flood Risk

D.1 What is the flood risk rating for this property?

High

Based on Norwich Union's assessment of flood risk, this property has a flood risk more frequent than a 1 in 75 year flood event.

Insurability

D.2 What is the insurability risk assessment for this property?

Significant

The insurer's assessment of flood risk at this property indicates that there is a significant risk of flooding, and without evidence of appropriate flood defences it would not be prepared to insure this property. you may be required to purchase a Flood Risk Assessment survey in order to provide this evidence. Insurer recommends you consider flood protection measures.

Footnotes:

D.1 Norwich Union have generated a detailed flood risk assessment to accurately evaluate the flood risk for individual customers. The information from this assessment has been used to define the risk shown - this is based on the individual property rather than the postcode. The flood risk assessment undertaken by Norwich Union is for river flooding and coastal flooding. No assessment has been made for flooding from other sources like groundwater flooding, flash flooding, sewerage flooding or flooding caused by defective household equipment or plumbing. Whilst Norwich Union will offer insurance to properties protected to better than 1.3% flood risk per year this would not be the case if the property has previously flooded from any cause unless adequate measures have been taken to manage future risk. Norwich Union always recommend that any purchaser should ask the seller specifically about any flooding of the property and what, if any, remedial action has been taken to prevent a future recurrence.

SECTION E - Insurance Claims

Flood Insurance Claim Rating

E.1 What is the insurance claim rating for this property?

Low

This assessment is derived from the number of insurance claims in your postcode sector.

Footnotes:

E.1 The risk is derived from the number of flood insurance claims in the postcode sector. As a guide an indication of the risk rating would be as follows:-

"High Risk" is a sector with more than 5 claims per 1000 households

"Medium Risk" is a sector with between 2 and 5 claims per 1000 households

"Low Risk" reflects few claims, with less than 2 claims per 1000 households

"Very Low Risk" indicates no claims records

The figures may be the result of one event or cumulatively over time and are indicative only. A sector may appear to have a higher risk due to repeated claims on a single property or group of properties.

The data includes validated claims notified to insurers including river and coastal flood, heavy rainfall and flooding following blockages to sewers etc. They do not include an escape of water from a fixed appliance.

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Environment Agency - National Customer Contact Centre (NCCC)

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Rotherham
S60 1BY

Telephone 08708 506 506

Email enquiries@environment-agency.gov.uk

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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

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- 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.

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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

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- 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 & Wilbourn 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.