



Utility Search Report (Water & Sewer)

For the following location:

Growing Concerns Garden Centre, 2 Wick Lane,
Tower Hamlets, Greater London, E3 2NA

Client:

Caroline Walker

Co-ordinates:

536905.000,184116.200

Reference:

EMS00347/1953602

Search Date:

11/03/2015

Thank you for your Utility Search Report order. You have selected one of several report options developed to suit the specific needs of our different customers. The range comprises:

Utility Essentials

The Utility Essentials report gives visibility of the 5 key services – Gas, Electric, Water, Sewage and British Telecom, supplied for areas of up to 25 hectares. The Essentials report is ideal for remote sites where only the main utilities providers are likely to be present or projects where the aim is merely to check the availability of the main utilities e.g. in the planning stages of a new development. All available information is collated and delivered as a single report in 5 working days with any outstanding information being delivered as soon as it is available.

Utility Premium

The Utility Premium report provides comprehensive information about all services affecting your site, including: Gas and Oil Pipelines; mains Water and Sewerage; Telecoms and fibre-optic cables; and transportation networks. This report is ideal when comprehensive information is required for your site, ensuring you are managing your risk and avoiding expensive delays. Supplied for areas of up to 25 hectares, all available information is gathered, collated and supplied as a single report within 10 working days, with any outstanding information being delivered as soon as it is available. Please note, a search of Vtesse Networks Ltd is not included in this report. If you require a Vtesse Networks Ltd search this is available through our Utility Singles Telecoms report.

Utility Fast-track

The Utility Fast-track report delivers all the information of a Premium report (Gas and Oil Pipelines; mains Water and Sewerage; Telecoms and fibre-optic cables; and transportation networks) but with all available supplier responses being collated in a report and delivered to you within 5 working days, with any outstanding information being delivered as soon as it is available. Please note, a search of Vtesse Networks Ltd is not included in this report. If you require a Vtesse Networks Ltd search this is available through our Utility Singles Telecoms report.

Utility Singles

Our Utility Singles reports enable you to request data for a single utility type. You can order Gas, Water & Sewerage, Electricity or Telecoms as an individual search. This is a cost-effective way to obtain relevant information if you only need to check the availability/position of a particular utility in order to plan a new development or make changes to an existing development. Supplied for areas of up to 25 hectares*, all available information is gathered, collated and supplied as a single report within 10 working days, with any outstanding information being delivered as soon as it is available.

*Telecom report with Vtesse is limited to a maximum radius of 250m.

UTILITY REPORT CONTENT & INFORMATION

1 Purpose of Utilities Report

The Utilities Report is intended to be for project planning and feasibility only. It is not suitable to be used for construction or excavation purposes. The existence of utilities on the plans does not imply that they are suitable in size, capacity, type or location for the project purpose. The Utility Companies should be contacted directly for clarification in this regard.

2 Compilation of the Utilities Report

The Utilities Report is a compilation of Utility Company record plans. These are obtained via application to the Utility Companies following a geographic search to determine which Companies are in a given area. The data is provided by the Utility Companies in a variety of formats including faxed plans, pdf files, digital drawing files and paper drawings. They are all converted to pdf files for inclusion in the report. The quality of the plans therefore varies. A quality assured process is followed for each report. This requires that it is checked at different stages during the process before being subjected to a final assessment prior to issue.

3 Limitations and Accuracy of the data

Each Utility Company has its own disclaimer statement in respect of the information they provide. They do not guarantee or provide a warranty for the data. The Utility Company disclaimers should be referred to when considering the accuracy and completeness of the data. Generally the plans provided are for guidance only and are not guaranteed to be up to date or to be a complete record of the Utility Company plant in a given area.

Some Utility Companies only show main utilities. Therefore service pipes or cables may not be shown on the plans but they may be present on the site.

Some Utility Companies state that the utilities may deviate from the route and position shown on the plans.

Due to the time delay between installation of, or repair or upgrading of utilities and the subsequent updating of the Utility Companies plans, it should be noted that there could be utilities present that are not shown on the plans.

The user shall make further enquires and investigations to satisfy himself as to the adequacy of the plans and position of the utilities. The exact position of the utilities should be verified by the use of suitable detecting devices and safe digging practices in accordance with HS(G)47. Further advice on the location of the utilities should be requested from the owner.

4 Completeness

Whilst every effort is made to locate all Utility Companies in a given area, due to the sensitive or restrictive nature of certain sites, the existence of redundant utilities, the emergence of new companies and the combining of, takeover or sale of existing Companies, we cannot guarantee to provide details on all utilities in a given area.

5 Date

Due to the Utility Companies plans being regularly changed and updated, the Utility Report is only valid at the time of production.

6 Liability

For the reasons given in 1 – 5 above neither emapsite Ltd nor Technics Group Limited (trading name of Subtechnics Limited) can accept any liability for or offer any guarantees for the report or the content. No representation is made by either emapsite Ltd and/or Technics Group Limited as to the accuracy, completeness, sufficiency or otherwise of this report.

7 Copyright

The copyright of the Utilities Report remains with Technics Group Limited and may not be copied nor communicated using any method either in whole or in part without the prior written consent of Technics Group Limited.

8 Assignment

The Utility Report cannot be assigned to any other party without the prior written consent of Technics Group Limited.

Terms and Conditions

The Terms and Conditions should be read in conjunction with the 'Report Content & Information' sheet. The content of the 'Report Content & Information' sheet forms part of the Terms and Conditions.

1. Disbursements

- 1.1. Several Utility Companies charge for either searching to determine if they have any plant or for providing plans. These charges are included in the cost of Utility Essentials, Utility Premium and Utility Fast-track Reports, and are not charged as extra. Utility Singles Reports do not include disbursement charges and these will be charged as extra to the client at cost. The client will be made aware of any applicable charges prior to finalisation of purchase.
- 1.2. The Utility Companies that make a charge or the charges themselves may be changed or updated without notification to the client.

2. Turnaround times

- 2.1. Whilst every effort is made to produce the reports as quickly as possible we are reliant on the Utility Companies to provide us with the plans and/or data. Depending on the product purchased, generally reports are completed within approximately 5 to 15 working days.
- 2.2. No guarantees can be made regarding the time taken to complete the report.

3. Limitation of Liability

- 3.1 Technics Group Ltd (trading name of Subtechnics Limited) and/or emapsite Ltd will make all reasonable endeavors to provide the Utility Report within the stated time period and shall not be liable for any delay arising because of any act, omission or delay of any Utility Company.
- 3.2 The Utility Companies have no liability to Technics Group Ltd and/or emapsite Ltd in relation to the provision of information, plans and/or data or the omission of or to provide such information, plans or data. Therefore Technics Group Ltd and/or emapsite Ltd shall have no liability to a Client for the information, plans and data contained in a Utilities Report.
- 3.3 Technics Group Ltd and/or emapsite Ltd shall have no liability in relation to any Utilities Report for loss or damage arising in relation to loss of profits, loss of business, loss of use, costs, damages, charges or expenses.

4. Cancellation Policy

- 4.1. We are unable to cancel the order once finalised.

5. Force Majeure

Technics Group Ltd and/or emapsite Ltd will have no liability to the Client if it is prevented from or delayed in performing its obligations in connection with producing the Utilities Report by any act, event, omission, accident or incident beyond its reasonable control. These include but are not limited to:- any form of industrial dispute, strike or lock-out, breakdown or failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, accident, incident, breakdown of plant, machinery or electronic system, fire or flood.

6. Governing Law

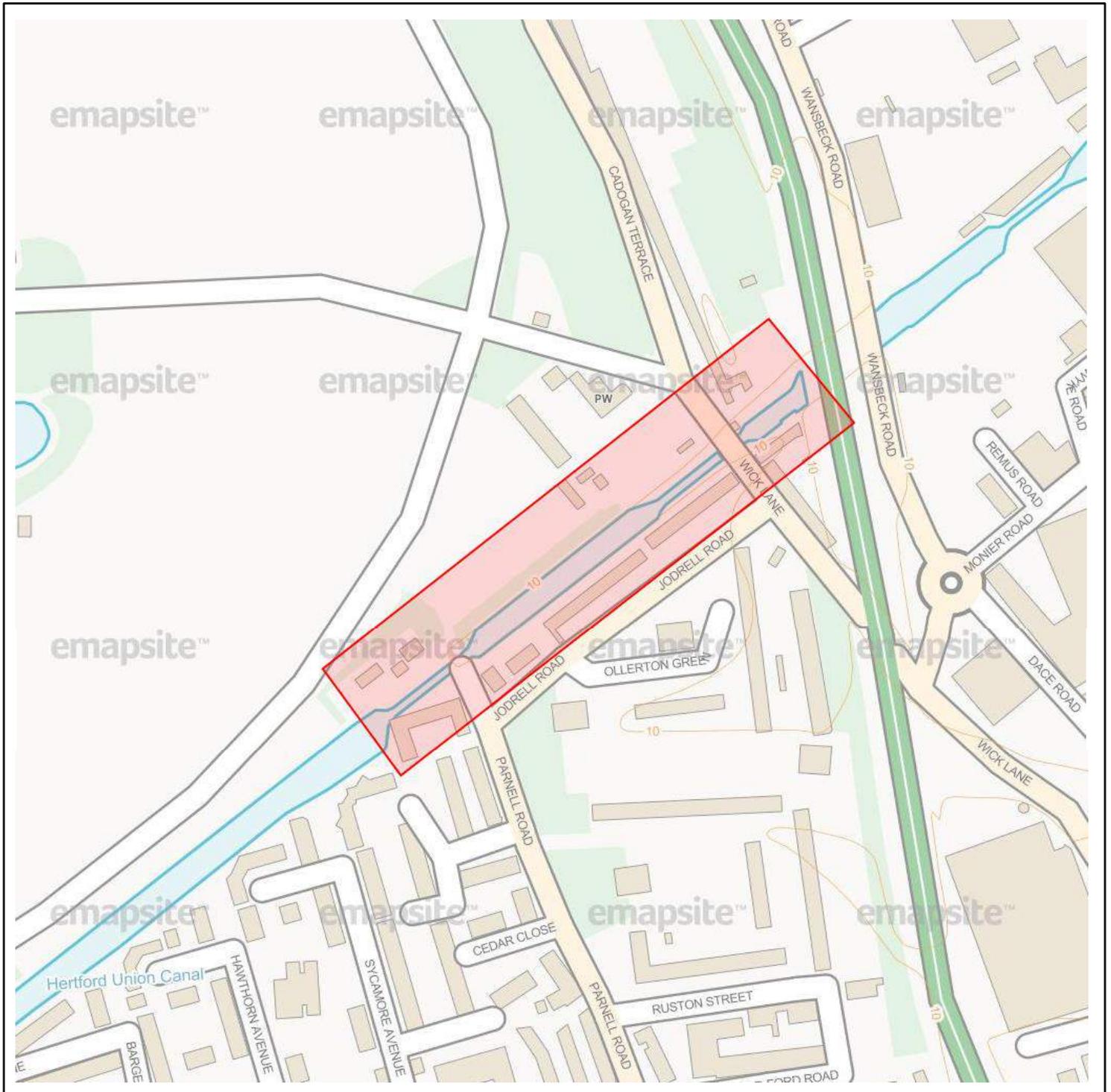
The Governing Law and Jurisdiction of these Terms and Conditions, any Contract or Agreement are governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions, any Contract or Agreement.

Our Ref

GRS00347/GS-1953602

Grid Reference

OSGB: 536905.000,184116.200



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The representation of a road, track or path is no evidence of a right of way.

The representation of features as lines is no evidence of a property boundary.

Utility Company Underground Services Results Schedule

Your Ref 1953602
Our Ref: EMS00347
Address: Growing Concerns Garden Centre, 2 Wick Lane
Grid Reference: 536905.000,184116.200
Post code: E3 2NA
Author: Stephen Sawyer
Search Date: 11/03/2015

Utility Company	Responses	Outcome
Water and Sewers		
Thames Water	1	Affected

Water and Sewers

Asset Location Search



Subtechnics Ltd
Technics House Merrow Business Pa,

GUILDFORD
GU4 7WA

Search address supplied Growing Concerns Garden Centre
2
Wick Lane
London
E3 2NA

Your reference GRS00347

Our reference ALS/ALS Standard/2015_2999202

Search date 20 March 2015



Asset Location Search



Search address supplied: Growing Concerns Garden Centre, 2, Wick Lane, London, E3 2NA

Dear Sir / Madam

An Asset Location Search is recommended when undertaking a site development. It is essential to obtain information on the size and location of clean water and sewerage assets to safeguard against expensive damage and allow cost-effective service design.

The following records were searched in compiling this report: - the map of public sewers & the map of waterworks. Thames Water Utilities Ltd (TWUL) holds all of these.

This search provides maps showing the position, size of Thames Water assets close to the proposed development and also manhole cover and invert levels, where available.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information. The replies contained in this letter are given following inspection of the public service records available to this company. No responsibility can be accepted for any error or omission in the replies.

You should be aware that the information contained on these plans is current only on the day that the plans are issued. The plans should only be used for the duration of the work that is being carried out at the present time. Under no circumstances should this data be copied or transmitted to parties other than those for whom the current work is being carried out.

Thames Water do update these service plans on a regular basis and failure to observe the above conditions could lead to damage arising to new or diverted services at a later date.

Asset Location Search



Waste Water Services

Please provide a copy extract from the public sewer map.

Enclosed is a map showing the approximate lines of our sewers. Our plans do not show sewer connections from individual properties or any sewers not owned by Thames Water unless specifically annotated otherwise. Records such as "private" pipework are in some cases available from the Building Control Department of the relevant Local Authority.

Where the Local Authority does not hold such plans it might be advisable to consult the property deeds for the site or contact neighbouring landowners.

This report relates only to sewerage apparatus of Thames Water Utilities Ltd, it does not disclose details of cables and or communications equipment that may be running through or around such apparatus.

The sewer level information contained in this response represents all of the level data available in our existing records. Should you require any further Information, please refer to the relevant section within the 'Further Contacts' page found later in this document.

For your guidance:

- The Company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Clean Water Services

Please provide a copy extract from the public water main map.

Enclosed is a map showing the approximate positions of our water mains and associated apparatus. Please note that records are not kept of the positions of individual domestic supplies.

For your information, there will be a pressure of at least 10m head at the outside stop valve. If you would like to know the static pressure, please contact our Customer

Asset Location Search



Centre on The Customer Centre can also arrange for a full flow and pressure test to be carried out for a fee.

For your guidance:

- Assets other than vested water mains may be shown on the plan, for information only.
- If an extract of the public water main record is enclosed, this will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Payment for this Search

A charge will be added to your suppliers account.

Asset Location Search



Further contacts:

Waste Water queries

Should you require verification of the invert levels of public sewers, by site measurement, you will need to approach the relevant Thames Water Area Network Office for permission to lift the appropriate covers. This permission will usually involve you completing a TWOSA form. For further information please contact our Customer Centre on Tel:
Alternatively, a survey can be arranged, for a fee, through our Customer Centre on the above number.

If you have any questions regarding sewer connections, budget estimates, diversions, building over issues or any other questions regarding operational issues please direct them to our service desk. Which can be contacted by writing to:

Clean Water queries

Should you require any advice concerning clean water operational issues or clean water connections, please contact:

NB. Levels quoted in metres Ordnance Newlyn Datum. The value -9999.00 indicates that no survey information is available

Manhole Reference	Manhole Cover Level	Manhole Invert Level
0029	n/a	n/a
0205	7.62	2.01
0204	n/a	n/a
0301	n/a	n/a
8103	n/a	n/a
8101A	11.02	-1.75
8104	n/a	n/a
9123	n/a	n/a
9109	n/a	n/a
9110	n/a	n/a
9113	n/a	n/a
9003	n/a	n/a
9104	n/a	n/a
9114	n/a	n/a
0001	n/a	n/a
0016	n/a	n/a
0103	n/a	n/a
0015	n/a	n/a
0101B	7.62	1.72
8209	n/a	n/a
9215	n/a	n/a
9230	n/a	n/a
9225	n/a	n/a
8208	n/a	n/a
9201A	6.49	n/a
821A	n/a	n/a
9205	n/a	n/a
0201	n/a	n/a
9231	n/a	n/a
8201	n/a	n/a
821B	n/a	n/a
9201B	n/a	n/a
831B	n/a	n/a
831C	n/a	n/a
8301	11.74	n/a
9340	n/a	n/a
0902	n/a	n/a
9939	n/a	n/a
0903	n/a	n/a
8902	n/a	n/a
0904	n/a	n/a
8903	n/a	n/a
9940	n/a	n/a
9938	n/a	n/a
8901	n/a	n/a
8904	n/a	n/a
0020	n/a	n/a
8003	n/a	n/a
0003	n/a	n/a
0019	n/a	n/a
9001	7.82	-2.1
9018	n/a	n/a
8002	n/a	n/a
0002	n/a	n/a
0018	n/a	n/a
9008	n/a	n/a
901A	n/a	n/a
9019	n/a	n/a
9030	n/a	n/a
9020	n/a	n/a
0017	n/a	n/a
9027	n/a	n/a
9026	n/a	n/a
6809	n/a	n/a
5802	n/a	n/a
7805	n/a	n/a
6811	n/a	n/a
6808	n/a	n/a
7802	n/a	n/a
7804	n/a	n/a
6807	n/a	n/a
7803	n/a	n/a
781A	n/a	n/a
6823	n/a	n/a
6828	n/a	n/a
6822	n/a	n/a
6820	n/a	n/a
6803	n/a	n/a
6802	n/a	n/a
8803	n/a	n/a
6801	n/a	n/a
7901	11.79	n/a
7903	n/a	n/a
79AG	n/a	n/a
79AF	n/a	n/a
70AB	n/a	n/a
5002	14.26	n/a
8804	n/a	n/a
8802	n/a	n/a
8801	n/a	n/a
8905	n/a	n/a

Manhole Reference	Manhole Cover Level	Manhole Invert Level
981A	n/a	n/a
991C	n/a	n/a
991D	n/a	n/a
991B	n/a	n/a
991A	n/a	n/a
9801	n/a	n/a
0907	n/a	n/a
0908	n/a	n/a
0909	n/a	n/a
0910	n/a	n/a
0911	n/a	n/a
0801	n/a	n/a
0912	n/a	n/a
0804	n/a	n/a
0802	n/a	n/a
0803	n/a	n/a

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.



ALS Sewer Map Key

Public Sewer Types (Operated & Maintained by Thames Water)

-  **Foul:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
-  **Combined:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  Trunk Surface Water
-  Trunk Foul
-  Storm Relief
-  Trunk Combined
-  Vent Pipe
-  Bio-solids (Sludge)
-  Proposed Thames Surface Water Sewer
-  Proposed Thames Water Foul Sewer
-  Gallery
-  Foul Rising Main
-  Surface Water Rising Main
-  Combined Rising Main
-  Sludge Rising Main
-  Proposed Thames Water Rising Main
-  Vacuum

Sewer Fittings

A feature in a sewer that does not affect the flow in the pipe. Example: a vent is a fitting as the function of a vent is to release excess gas.

-  Air Valve
-  Dam Chase
-  Fitting
-  Meter
-  Vent Column

Operational Controls

A feature in a sewer that changes or diverts the flow in the sewer. Example: A hydrobrake limits the flow passing downstream.

-  Control Valve
-  Drop Pipe
-  Ancillary
-  Weir

End Items

End symbols appear at the start or end of a sewer pipe. Examples: an Undefined End at the start of a sewer indicates that Thames Water has no knowledge of the position of the sewer upstream of that symbol, Outfall on a surface water sewer indicates that the pipe discharges into a stream or river.

-  Outfall
-  Undefined End
-  Inlet

Other Symbols

Symbols used on maps which do not fall under other general categories

-  /  Public/Private Pumping Station
-  Change of characteristic indicator (C.O.C.I.)
-  Invert Level
-  Summit

Areas

Lines denoting areas of underground surveys, etc.

-  Agreement
-  Operational Site
-  Chamber
-  Tunnel
-  Conduit Bridge

Other Sewer Types (Not Operated or Maintained by Thames Water)

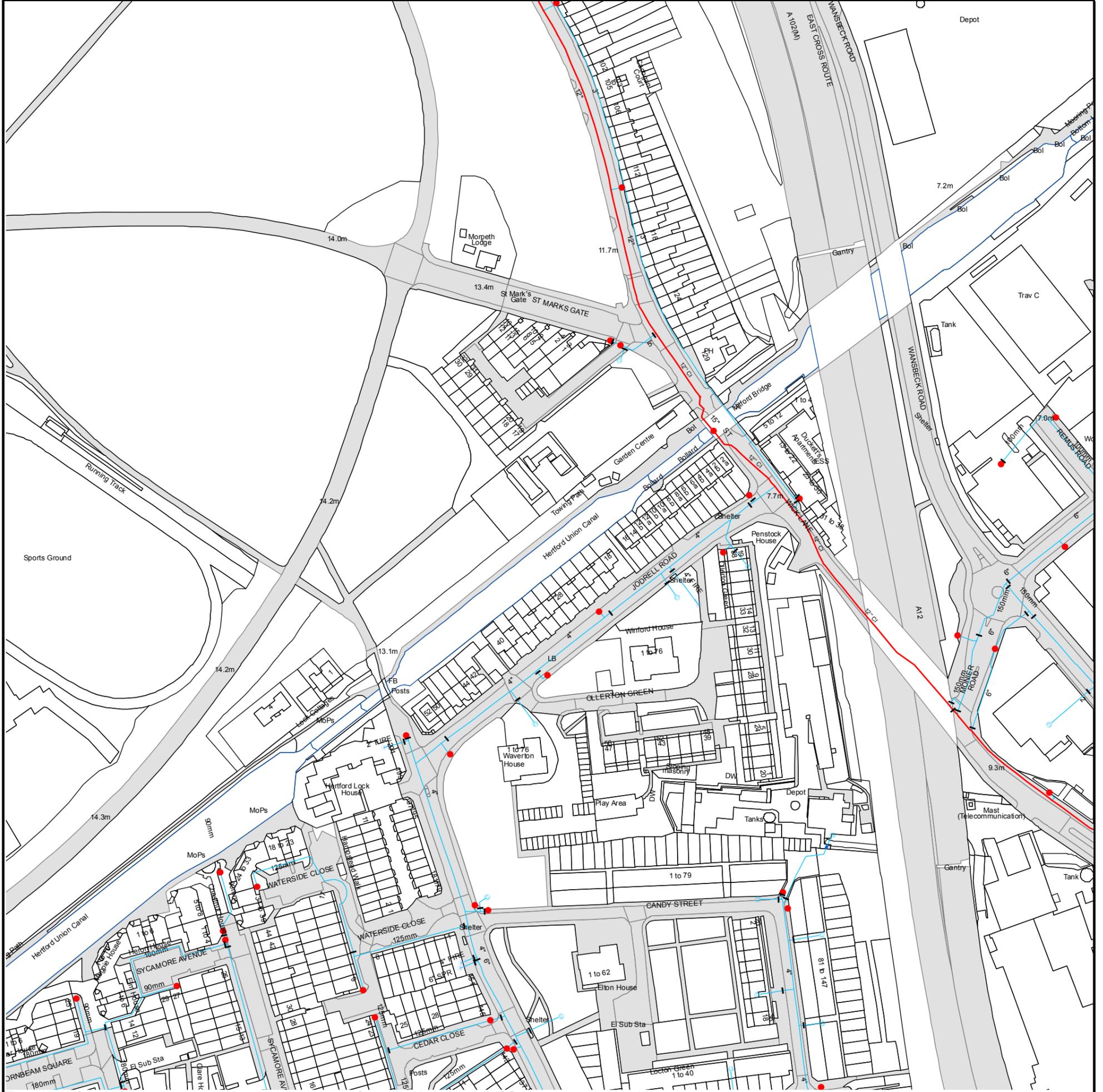
-  Foul Sewer
-  Surface Water Sewer
-  Combined Sewer
-  Gully
-  Culverted Watercourse
-  Proposed
-  Abandoned Sewer

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 5) 'na' or '0' on a manhole level indicates that data is unavailable.

- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0845 070 9148.

Asset Location Search Water Map - ALS/ALS Standard/2015_2999202



The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.



ALS Water Map Key

Water Pipes (Operated & Maintained by Thames Water)

- 4"** **Distribution Main:** The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
- 16"** **Trunk Main:** A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
- 3" SUPPLY** **Supply Main:** A supply main indicates that the water main is used as a supply for a single property or group of properties.
- 3" FIRE** **Fire Main:** Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
- 3" METERED** **Metered Pipe:** A metered main indicates that the pipe in question supplies water for a single property or group of properties and that quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
- Transmission Tunnel:** A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
- Proposed Main:** A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

PIPE DIAMETER	DEPTH BELOW GROUND
Up to 300mm (12")	900mm (3')
300mm - 600mm (12" - 24")	1100mm (3' 8")
600mm and bigger (24" plus)	1200mm (4')

Valves

- General Purpose Valve
- Air Valve
- Pressure Control Valve
- Customer Valve

Hydrants

- Single Hydrant

Meters

- Meter

End Items

Symbol indicating what happens at the end of a water main.

- Blank Flange
- Capped End
- Emptying Pit
- Undefined End
- Manifold
- Customer Supply
- Fire Supply

Operational Sites

- Booster Station
- Other
- Other (Proposed)
- Pumping Station
- Service Reservoir
- Shaft Inspection
- Treatment Works
- Unknown
- Water Tower

Other Symbols

- Data Logger

Other Water Pipes (Not Operated or Maintained by Thames Water)

- Other Water Company Main:** Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.
- Private Main:** Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and owner of the pipe.

Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of Thames Water Utilities Ltd until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. Thames Water does not accept post-dated cheques-any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL's terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law 'The Late Payment of Commercial Debts (Interest) Act 1998'.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at the discretion of the company for increased administration costs.

A copy of Thames Water's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to him at:

If the Goods or Services covered by this invoice falls under the regulation of the 1991 Water Industry Act, and you remain dissatisfied you can refer your complaint to Consumer Council for Water on 0121 345 1000 or write to them at Consumer Council for Water, 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 4AJ.



Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Thames Water Property Searches, Clearwater Court, Vastern Road, Reading RG1 8DB, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practise and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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 TPOs or to the PCCB.

TPOs Contact Details

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

You can get more information about the PCCB from www.propertycodes.org.uk

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

END USER LICENCE AGREEMENT

1 Introduction

By accessing this DATA the End User agrees to abide by the Terms and Conditions of Licence contained herein.

2 Definitions

- **LICENSOR** – emapsite.com Limited (Registered Number 3931726: MASDAR House, 1 Reading Road, Eversley, Hants RG27 0RP) who have been licensed to market the Intellectual Property Rights of others under these terms.
- **RESELLER** – Groundsure Limited and/or their own channel partners
- **END USER** – the person, organisation or company who is accessing the DATA, on the basis of these Licence terms, having been accepted as a Licensee by Licensor and paid the Price due to the Reseller in consideration for such Licence, and is identified as the person, organisation or company given on the corresponding invoice for this product from the Reseller.
- **DATA** - means the Products licensed and made available to the End User by the Licensor as a series of data sets which together provide indicative maps showing the underground assets of Utility Providers for England, Wales and Scotland and compiled by Subtechnics Limited.

3 Grant of licence

The licence granted to the End User is personal, revocable, non-exclusive and non-transferable, limited to Internal Use (as defined in clause 5 below) as the only Permitted Use by the End User and is for a period as specified in the corresponding order invoice from the Reseller. Save as expressly authorised to vary in accordance with clause 5 below, the End User shall be prohibited from:

- modifying, translating, format-changing, enhancing, reproducing, copying (except where strictly necessary for system back up), redistributing, disseminating, selling, dealing with, licensing, encumbering, reverse engineering, disassembling or decompiling the DATA, or any part of thereof, except to the extent permitted by law;
- using the DATA in any manner for the creation of products or services for Distribution;
- using DATA otherwise than for Internal Use;
- assigning or dealing with in any way its rights under the End User Contract;
- putting, or allowing the DATA (or any Derived Data) to be put on any free, open or public access website; and
- distributing or granting licences of the DATA (in whatever form) or material derived from DATA (including interrogating DATA), save as expressly varied by relevant part of clause 5 below.

4 Intellectual Property and Copyright

4.1 The End User must acknowledge and agree that all Intellectual Property Rights in the DATA are the absolute property of the Utility Providers (or where relevant Subtechnics Limited or the licensor). Material which is derived, developed or copied from DATA shall be deemed assigned to the relevant Utility Provider as legal and beneficial owner at creation, except as provided in this paragraph. However, where that material is created by End User under relevant Permitted Use by End User authorised by Licensor in accordance with the Agreement, the Intellectual Property in that material shall belong to the End User.

4.2 Copyright statements must be used with DATA as follows:

© Utility Provider (named as applicable) and Subtechnics Limited

5 Permitted use

5.1 PERMITTED USE BY END USER SHALL BE LIMITED TO INTERNAL USE. COMMERCIAL USE SHALL BE PROHIBITED. The meanings of such phrases are set out below.

5.2 Internal Use means the following internal uses by the End User: Without compromising the prohibitions contained in clause 3 above, analysing the DATA against a location or a series of locations to obtain information derived from the DATA such as proximity to underground assets and use of and sharing such information/results of such analysis internally within the End User's legal entity only.

5.3 Commercial Use means use that does not fall under Internal Uses (as above) and involves the provision or any form of Distribution to any third party of the DATA or any material derived from DATA (including Derived Data or Static Data) in connection with, expectation of or anticipation of any direct or indirect commercial benefit or commercial relationship (including a service, broker or agency agreement) and whether or not in return for any consideration (including direct or indirect fee, payment or other benefit), free of charge or for no consideration.

5.4 Derived Data means any material derived from or created using DATA, including where DATA is manipulated, aggregated, integrated, combined, merged, modelled, transformed or processed in or with other data or facilities;

5.5 Static Data means DATA and any data (including Derived Data resulting from Internal Uses presented or included in static format in presentations or reports in hard copy, .pdf or similar format. Static Data does not allow for alteration of the data presented, nor enable any further analysis to be carried out against the data (including against the DATA).

6 Confidentiality

6.1 In this clause 6, 'Confidential Information' means all confidential information disclosed (whether in writing, orally

or by another means and whether directly or indirectly) by a Party to the other Party whether before or after the date of this Agreement which might reasonably be considered confidential, including the DATA, information relating to the DATA, and information relating to any of the operations, plans or intentions, clients, contacts, product information, software, data, processes, methods, know-how, trade secrets, market opportunities and business affairs of a Party.

6.2 Each Party shall treat the other Party's Confidential Information as confidential and shall protect it as such. It shall manage it with not less than the same degree of care as it does its own Confidential Information. In any event where Confidential Information is disclosed in any way by one Party ('Disclosing Party') to the other Party ('Receiving Party'), either before or during the Term of this Agreement or after its expiry or termination for any reason, the Receiving Party shall:

not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party; and
make every effort to prevent the use or disclosure of Confidential Information.

6.3 During the term of this Agreement the Receiving Party may disclose Confidential Information solely to the extent that such disclosure is necessary for the purposes of this Agreement, to any of its directors, other officers, employees, End Users, Affiliates, contractors or sub-contractors. Receiving Party shall ensure that persons to whom Confidential Information is disclosed are made aware of and comply with the Receiving Party's obligations of confidentiality as if they were the Receiving Party.

7 Information Access

7.1 In so far as the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority for the purposes of the Information Access Regimes:

End User acknowledges that the Utility Providers, Subtechnics Limited, Reseller and Licensor consider that DATA is exempted from disclosure because DATA is: proprietary to the Utility Provider and disclosure would harm the interests of the Utility Provider (including its commercial interests);

protected by database rights and other Intellectual Property; confidential and the disclosure of it by the End User would constitute a breach of confidence actionable by the Utility Provider, Subtechnics Limited and/or the Licensor; and confidential commercial or industrial information protected by laws to protect a legitimate economic interest.

7.2 End User shall, in the event it receives a request for information ('Access Request') under the Information Access Regimes pursuant to which the DATA might be disclosed: immediately notify the Reseller of the Access Request and provide the Reseller with full and complete details of the

Access Request and the DATA that may be disclosed, together with any other information the Reseller may request;

consult, as soon as possible within receipt of Access Request, with the Reseller as to whether the DATA constitutes information which is exempt from disclosure or publication pursuant to the Information Access Regimes and/or pursuant to the matters set out above;

notify the Reseller immediately of any final decision as to disclosure of the DATA and no less than 72 hours before any proposed disclosure, as to what if any of the DATA (or any Derived Data) is proposed to be disclosed and co-operate fully and at End User's sole cost with the requirements set out in this paragraph.

7.3 End User shall not disclose the DATA in any publication scheme maintained pursuant to any Information Access Regime without first notifying the Reseller in advance of disclosure in accordance with this paragraph.

7.4 Where the End User is, or is deemed to be, or acts for and on behalf of or on the authority of a Public Authority under the Information Access Regimes and the End User seeks to make disclosure or discloses DATA under the Information Access Regimes without the consent of the Reseller, such disclosure shall entitle the Reseller and/or the Licensor and/or Subtechnics Limited to terminate the End User Contract with immediate effect and without liability on their part.

7.5 The Contracts (Rights of Third Parties) Act 1999 shall apply for the benefit of Subtechnics Limited and the Licensor and the Reseller that Subtechnics Limited and/or the Licensor and/or the Reseller may (but shall have no obligation to) enforce any of the terms in the End User Contract which relate to disclosure under the Information Access Regimes, limitation on liability, use of DATA or infringement of Intellectual Property Rights in the DATA.

8 Termination

8.1 The licence must terminate automatically in the event that the End User materially breaches any of the requirement / obligations set out in this End User Licence Agreement. All use of DATA and material derived from DATA shall cease promptly in such event, except as follows:

- Following expiry of the End User Contract, the End User may continue to use limited material created using DATA during the term of its End User Contract. Such material is limited to that which is both properly authorised as relevant Permitted Use by the End User and is in static form, i.e. such that after termination it is not changed, added to, updated, modified in any other way or used in or to create any new, updated, supplemented or modified product, tool, analysis or material.
- Material which is not in static form (including probabilistic modelling and models and output therefrom, which is automatically deemed to be not static) shall not be used after termination of the End User Contract.

- the End User must be prohibited from using DATA (including in Reseller's Product/Service), and from deriving any new, updated, supplemented or modified product, tool or material from DATA, after the date of termination of its End User Contract.

8.2 The invalidity or unenforceability of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of the Agreement, which shall remain in full force and effect. If any provision of this Agreement is found to be invalid, illegal or unenforceable but would cease to be so if some part of the provision were deleted or modified, the provision in question shall apply with such minimum modification as may be necessary to make it valid, legal and enforceable and still give effect to the commercial intention of the Parties in this Agreement.

9 Fees

9.1 The End User must acknowledge its obligation to pay licence fees to the Reseller. The total price of the Products shall be the Reseller's written quoted price as varied from time to time. The price is exclusive of any applicable Value Added Tax, which the End User shall be additionally liable to pay to Licensors.

9.2 End User shall pay in full on order or shall pay within 30 days of the date of invoice, if accepted for an account with the Reseller. The time of payment shall be of the essence of the Contract. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If the End User fails to make any payment on the due date then without prejudice to any other right or remedy available to Licensors, Licensors shall be entitled to:

cancel the Contract or suspend any deliveries to the End User;

appropriate any payment made by the End User to the DATA; and

charge the End User interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum over the base rate for the time being of Barclays Bank PLC.

Licence to DATA is not deemed to commence until payment has been made of the Price in full to Licensors.

10 Liability

10.1 Licensors warrant that the DATA will correspond with its specification at the time of delivery. The above warranty does not extend to any defect resulting from use of the DATA with materials or equipment not supplied by Licensor. The above warranty is given by Licensors subject to the following conditions:

Neither Licensor nor Reseller shall be under any liability in respect of any defect in the DATA arising from any drawing, design or specification supplied by the End User or in respect of any defect arising from failure to follow Licensors' guidance, misuse or alteration of the DATA without Licensors' approval;

Neither Licensor nor Reseller shall be under any liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the DATA has not been paid by the due date for payment; and Except in respect of death or personal injury caused by Licensor or Reseller's negligence, neither Licensor nor Reseller shall be liable to the End User for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claim for consequential compensation whatsoever which arises out of or in connection with the supply of the DATA, except as expressly provided in these Conditions.

Except in respect of injury to or death of any person Licensor's and Reseller's aggregate liability for breach of contract, negligence or other default shall not exceed the value of the Contract.

Except as expressed here all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11 Governing Law and Jurisdiction

The End User Contract and any matter, dispute or claim arising from or in connection with the End User Contract in so far as it applies to DATA and its use (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The End User must submit to the mediation process prescribed in the Agreement and, subject to that, to the exclusive jurisdiction of the English court.

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