

Ground stability hazards are not known or suspected to have occurred within the vicinity of the Site (property and land). None of the ground hazards outlined below have been identified.

**Not identified**

**No further action is required**

**Date:** 06/10/2021

**Property:**

Sample Address

**Your Search Reference:**

Sample Reference

**Terrafirma Reference:**

Sample Reference

**Past underground mining hazard results**

Coal	Not identified
Rare minerals	Not identified
Metalliferous Inc. Tin	Not identified
Clay Inc. China and Ball	Not identified
Stone Inc. Limestone	Not identified
Evaporites Inc. Cheshire Brine	Not identified

**Professional Opinion**

Within the scope of this assessment, the Site is not considered to be susceptible to ground instability from natural ground hazards or past underground mining activity. Such hazards are considered unlikely to impact the value or security of the Site for normal lending purposes and there is no reason for them to impact upon the completion of this transaction.

**Natural ground hazards results**

Running sands	Not identified
Soluble rocks	Not identified
Collapsible ground	Not identified
Compressible ground	Not identified
Clay subsidence	Not identified
Landslides and Coastal Hazards	Not identified

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## Further Information

### Limitations

This TerraSearch® Assure Certificate has been carried out with reference to official British Geological Survey Data, Terraforma's bespoke database which includes an extensive collection of abandoned mine plans, maps, records and archives in our possession. From this material, we have endeavoured to provide as accurate a report as possible. This certificate is a 'remote' or 'desktop' investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The Certificate does not include a Site Investigation, nor does Terraforma make specific information requests of the regulatory authorities for any relevant information they may hold. This certificate is concerned solely with the Site searched and should not be used in connection with adjacent properties as we may have only referenced relevant known ground features that could potentially have a direct influence upon the target Site. Other risks which may be present in the general area may have been omitted for clarity. This certificate considers the ongoing use of the Site only and does not include an assessment of mineral planning, radon or Oil & Gas (Inc. Fracking) nor does it consider any assessment of ground stability concerning any future development of the Site. Should an assessment of these risks be required, it is recommended that a Terraforma Ground Report is acquired. This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the TerraSearch® terms & conditions, and as such may be used by them for conveyancing or related purposes. We have no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copied, altered or in any other way distributed by any other person or organisation.

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This report may contain plans and records held by the Coal Authority and made publicly available at the time of inspection which may include British Geological Survey and Ordnance Survey data. Where mining reports and ground stability reports sourced from the Coal Authority are incorporated into this report, the integrity of the text is preserved and has not been disassembled, modified or paraphrased in any way and no deletions, omissions or reorganisation have been made to the text. The relevant text is identified as originating with the Coal Authority who are acknowledged as the author.

Some of the responses contained in this report are based on data and information provided by the Natural Environment Research Council (NERC) or its component body the British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC nor BGS gives any warranty, condition, or representation as to the quality, accuracy or completeness of such information and all liability (including liability for negligence) arising from its use is excluded to the fullest extent permitted by law.

### Terms & Conditions

This report is provided under the Terraforma Terms and Conditions, a copy of which is available on our website at: [https://www.terrafirmaidc.co.uk/terms\\_and\\_conditions](https://www.terrafirmaidc.co.uk/terms_and_conditions). They provide a limit of liability per report of £10 million, backed by Professional Indemnity Insurance, details available on request.

### Important consumer information

This search has been produced by TERRAFIRMA IDC LTD  
2440 The Quadrant, Aztec West Business Park  
Almondsbury, Bristol, BS32 4AQ  
Email: [info@terrafirmasearch.co.uk](mailto:info@terrafirmasearch.co.uk)  
Telephone: 0330 900 7500

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 practice 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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience 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](mailto:admin@tpos.co.uk) | Website: [www.tpos.co.uk](http://www.tpos.co.uk).

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or from our website at [www.terrafirmasearch.co.uk](http://www.terrafirmasearch.co.uk).

## Complaints Procedure

Terraforma is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint directly to Terraforma, we will:

- ☒ Acknowledge it within 5 working days of receipt.
- ☒ Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- ☒ Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- ☒ Provide a final response, in writing, at the latest within 40 working days of receipt.
- ☒ Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to:

The Property Ombudsman scheme (TPOs): Tel: 01722 333306 | E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) | Website: [www.tpos.co.uk](http://www.tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Complaints should be sent to:

**Director & Senior Executive, Terraforma**

2440 The Quadrant, Aztec West Business Park  
Almondsbury Bristol BS32 4AQ  
Telephone: 0330 900 7500  
Email: [info@terrafirmasearch.co.uk](mailto:info@terrafirmasearch.co.uk)



Contact Terraforma if you would like a copy of the search code.

We trust this report provides the information you require, however should you have any queries, please contact us.



# Coal & Brine Report Insurance Backed Guarantee




In the unlikely event that the coal or brine data used by Terraforma in order to compile their report is later found to be inaccurate, the purchaser of the report benefits from Loss of Value Protection of up to £100,000 and should the purchaser later suffer a financial loss, following their reliance on the report, are protected by Terraforma.

Terraforma are protected by an indemnity policy through CLS Property Insight Limited through their insurer Great Lakes Insurance SE, UK Branch. Please note that claims are subject to the terms and conditions of the policy that Terraforma hold with CLS Property Insight Limited. Terms of this policy can be found below:

## Policy Number: GESI 0035553CV

<b>Insurer</b>	Great Lakes Insurance SE, UK Branch Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.
<b>Insured</b>	Terraforma IDC LTD
<b>Purchaser</b>	The person who buys the Search Report from the Insured, and/or any of the following: <ol style="list-style-type: none"> <li>1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee).</li> <li>2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Search Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction.</li> <li>3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report.</li> <li>4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance.</li> </ol>
<b>Property</b>	Any single residential property and/or any commercial property not exceeding 100hectares in area for which a Search Report is provided by the Insured for the benefit of the Purchaser during the Period of Insurance.
<b>Search Report</b>	The Terraforma Coal & Brine Report (or relevant Coal & Brine assessment section of any attached Terraforma report).
<b>Limit of Indemnity</b>	£100,000.00 in the aggregate in respect of any one Property
<b>Effective Date</b>	The date of the Search Report, provided by the Insured to the Purchaser being the date that cover will commence.
<b>Period of Insurance</b>	Cover for each individual Property will be from the Effective Date until the Purchaser of the Search Report either; <ol style="list-style-type: none"> <li>(a) no longer has an interest in the Property, or,</li> <li>(b) until the date of a Subsequent Search Report is obtained by the Purchaser after the Effective Date, whichever is the sooner.</li> </ol>
<b>Insured Use</b>	The continued use of the Property as a single residential house or flat as constructed at the Effective Date and/or any commercial property not exceeding an area of 100 hectares as constructed and used at the Effective Date
<b>Cover</b>	Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by a Purchaser made against the Insured resulting from inaccurate data having been incorporated into such Search Report.
<b>Market Value</b>	The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insurer, but subject to General Condition 11.
<b>Loss</b>	<ol style="list-style-type: none"> <li>1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent Search Report obtained by the Purchaser, which was not revealed in the Search Report provided to the Purchaser, which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent Search Report, and</li> <li>2. All other costs and expenses which have been agreed in advance by the Insurer.</li> </ol>
<b>Exclusions</b>	The Insurer will not be liable to indemnify the Insured for: <ol style="list-style-type: none"> <li>1. Loss which is or would otherwise be recoverable under a building's insurance policy.</li> <li>2. Loss arising wholly or partly because of the wilful act or neglect of the Insured.</li> <li>3. Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property.</li> <li>4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction.</li> <li>5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date.</li> </ol>



<p><b>Claims Conditions</b></p>	<ol style="list-style-type: none"> <li>6. Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Search Report carried out at the Effective Date.</li> <li>7. Loss in respect of the information in any subsequent Search Report after the Effective Date if this information also appears on the Search Report issued to the Purchaser on that date.</li> <li>8. Loss in relation to any change to the CON29M (2018) Search form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change.</li> <li>9. Loss in relation to the contents of any brine data whatsoever contained within the standalone Terraforma CON29M Coal Report.</li> <li>10. Loss in relation to any change in the interpretation of information upon which Search Report was produced provided such information remains unchanged.</li> <li>11. Loss arising from claims made under this Policy by any party other than the Insured.</li> </ol> <ol style="list-style-type: none"> <li>1. It is a condition precedent of the Insurer's liability under this Policy that the Policyholder and/or the Purchaser will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.</li> <li>2. The Insurer will be entitled to decide how to defend or settle a claim.</li> <li>3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Policyholder and/or the Purchaser will (to the extent reasonably practicable in the circumstances, but without limitation): <ol style="list-style-type: none"> <li>(i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer.</li> <li>(ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer.</li> <li>(iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation.</li> <li>(iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present.</li> <li>(v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance.</li> <li>(vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request.</li> </ol> </li> <li>4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Purchaser against any successor to that Purchaser.</li> <li>5. If at the time of any claim made under this Policy, there is any other insurance in place whether effected by the Purchaser or by any other person under which the Purchaser may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance.</li> <li>6. If the Purchaser makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited.</li> <li>7. In the event of any claim under this Policy from a Purchaser where the Policyholder has failed to make the required declaration and/or has failed to pay the Premium due to the Insurer via the Administrator but the Insurer is still required to deal with the claim from the Purchaser, the Insurer will be entitled to seek recovery from the Policyholder of all claims monies paid to the Purchaser together with the amount of the Insurer's costs incurred in the handling of the claim.</li> </ol>
<p><b>Additional Information</b></p>	<p>This is a summary of the policy and does not contain its full terms and conditions. A copy of the general conditions is available on request. In the event of a claim, please contact Terraforma IDC LTD (the 'Insured') in the first instance. Terraforma's terms and conditions (<a href="https://www.terrafirmaidc.co.uk/terms_and_conditions">https://www.terrafirmaidc.co.uk/terms_and_conditions</a>) provide an assurance (section 3.8) that in the event of any successful claim, the award will be paid, in full, to the Customer/Purchaser.</p>
<p><b>Administrator</b></p>	<p>CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA.  CLS Property Insight Limited can be contacted by email at <a href="mailto:info@clspropertyinsight.co.uk">info@clspropertyinsight.co.uk</a> or by telephone on 01732 753 910.</p> <p></p> <p style="text-align: right;">   R P Partington  Director    Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer </p>

