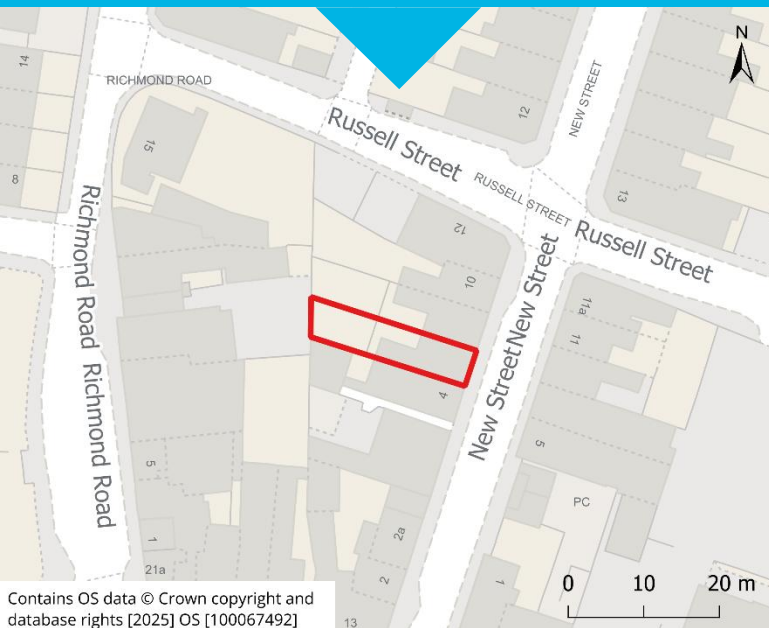


Property Flood Review

Griffiths & James Ltd, 6,
New Street, Pontnewydd
Cwmbran, NP44 1EE



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Details:

Report ID:
MART-FL-0055

Issue Date:
23/10/2025

Customer Reference:
RS_33418#733

Requested By:
Martello

Details:

Flood Risk Analyst:
Heidi Perkins
Flood Risk Consultant

Checked By:
Joel Read
Associate Director

Heidi Perkins

Joel Read

Results:

Caution
Advised

Be
Aware

Minimal
Risk

This report provides a comprehensive desktop analysis of flood risk sources requiring further investigation in the original search report (Ref. RS_33418#733). Based on our expert analysis of the available information, we consider there to be a residual risk of flooding at the Property. Please review this risk summary alongside our advice and recommendations.

	Fluvial (River)	Low *
	Sea (Tidal)	Low *
	Pluvial (Flash)	Low to Moderate
	Groundwater	Low *

* Already passed in search report

Recommendations:

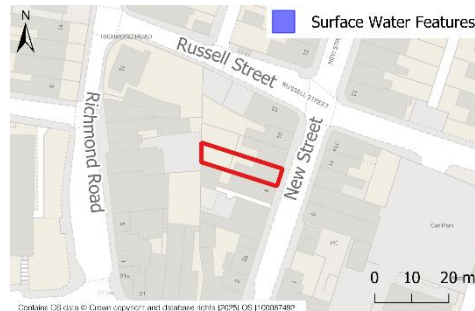
- 1 Vendor:** Request Confirmation from the seller regarding any known history of flooding.
- 2 Check Threshold:** Confirm threshold heights to check whether the rear doorway is raised enough to help protect against flooding.
- 3 Check Insurance:** Check that insurers are willing to offer flood cover, as terms and prices can vary depending on how they assess the risk.
- 4 Check Property Flood Resilience:** Consider installing flood resistance measures to help protect your Property from flood depths of up to 0.6m
- 5 Maintain Drainage:** Check and clear drains regularly to help reduce surface water flooding around the Property.
- 6 Public Body Enquiries:** We found no evidence of current flood alleviation schemes, but you could check with local authorities in case future works are planned.



Property Setting

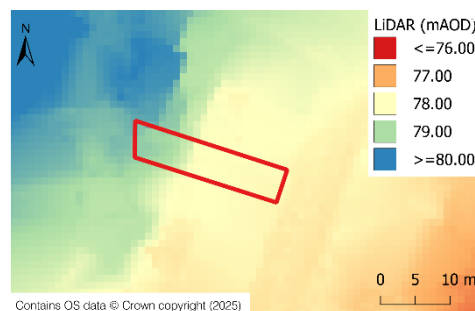


Local Surface Water Features



The nearest NRW designated Main River is the Afon Lwyd, located approximately 620m to the east of the Property boundary. This river flows in a southerly direction. The nearest ordinary watercourse is the Blaen Bran and is located approximately 220m to the north of the Property. This flows in an easterly direction before its confluence with the Afon Lwyd.

Property Elevation



LiDAR surface elevation data, which uses laser technology to create highly accurate maps of land surfaces, indicates that the ground levels at the Property and within the surrounding area generally slope west to east, towards the building footprint.

Threshold Height Information

We use on-line resources to estimate Property threshold heights such as the height of an entrance door above the external ground areas. Threshold heights help us understand how likely floodwaters are to enter the Property when combined with flood hazard maps.

Information Source	Available?	Comment
Estate Agent Listing	No	We have attempted to access property imagery from online estate agents and property portals, to refine our understanding of risk; however, in this case no information was available for the Property.
Google Street View	Yes	The front door threshold level is indicated to be elevated approximately 150mm above external ground levels. The rear door entrance could not be confirmed as part of this assessment. Google Street View also indicates that there are three vents at the front of the Property. Vents comprise an additional point of entry during flooding events of similar depths. The vents were not indicated to be raised above external ground levels, providing a point of ingress should similar flood depths occur.

Ashfield Solutions Group

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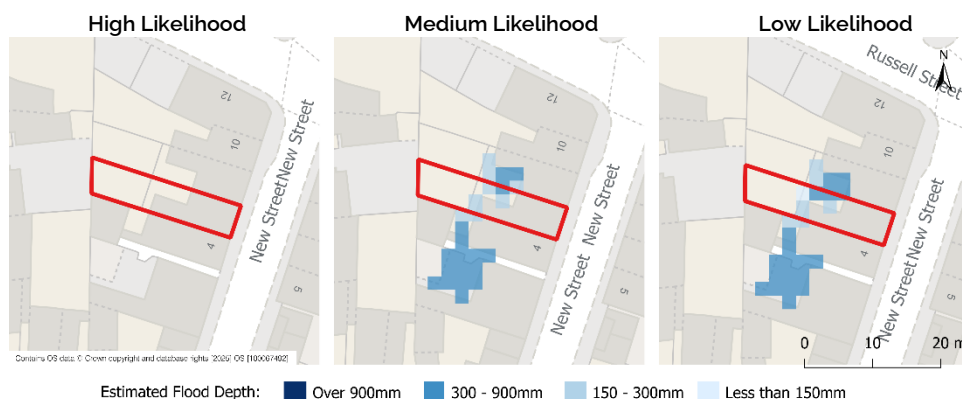


Flood Risk Analysis

The NRW Risk of Flooding from Surface Water and Small Watercourses mapping (from their national flood hazard mapping dataset) seen below, indicates the Property is in an area with a medium likelihood of surface water flooding.

Depth and Likelihood

The mapping below indicates the annual probability of surface water flooding at given depth ranges.



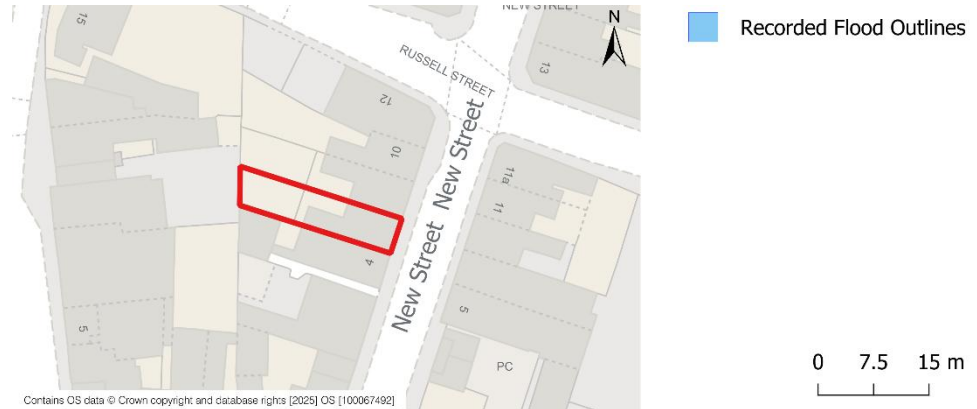
Likelihood (per yr)	Depth (Building)	Depth (External)	Comment
3.3% (more likely)	-	-	The Property is unlikely to be affected by surface water flooding.
1%	201-258mm	200-355mm	Flooding may occur adjacent to the main building footprint which indicates some potential for flood events of similar depths and likelihood to pose a risk of internal flooding.
0.1% (less likely)	241-288mm	147-355mm	Flooding may occur adjacent to the main building footprint which indicates some potential for flood events of similar depths and likelihood to pose a risk of internal flooding.

Ground Levels

The LiDAR ground elevation data indicates that the building footprint is located within an area of lower topography compared to the external area to the west. This provides an area for surface water to pool, which could result in the flooding as indicated on the flood hazard mapping.

Expert Comment

The Property is indicated to be at risk of pluvial flooding in the medium and low probability events. The elevation of the rear door threshold above external ground levels could not be confirmed; therefore, flooding has the potential to occur internally at the Property. As part of this assessment, the surface water depth mapping has been interrogated and the actual depth values have been extracted, as seen in the table above. The overall risk of pluvial flooding is considered to be low to moderate.



There were no records of historic flooding that were indicated to have impacted the Property and none recorded within 250m of the Property.

Local Flood Searches

The following additional local archives and records have been reviewed to identify evidence of past flooding which may have impacted on the Property and/or local area.

Archive Source	Flooding Records	Comment
Gwent SFCA ¹ 2010		
South East Wales SFCA ² 2022	No records of past flooding found	N/A
PFRA ³ 2011	No records of past flooding found	N/A
Addendum PFRA ⁴ 2017	No records of past flooding found	N/A
LFRMS ⁵ 2015	No records of past flooding found	N/A
Planning Records ⁶	No records of past flooding found	N/A

¹Gwent Strategic Flood Consequence Assessment: <https://www.blaenau-gwent.gov.uk/media/kttfmjct/sd117a.pdf>

²South East Wales Strategic Flood Consequence Assessment:
<https://rctcbc.oc2.uk/docfiles/8/Strategic%20Flood%20Consequences%20Assessment%20SFCA%202022.pdf>

³Preliminary Flood Risk Assessment:
<https://webarchive.nationalarchives.gov.uk/ukgwa/20140328094440/http://www.environment-agency.gov.uk/research/planning/135534.aspx#21>

⁴Addendum Preliminary Flood Risk Assessment: <https://www.torfaen.gov.uk/en/Related-Documents/Roads-Highways-and-Pavements/Drainage/Preliminary-Flood-Risk-Assessment-Report-Addendum.pdf>

⁵Local Flood Risk Management Strategy: <https://www.torfaen.gov.uk/en/Related-Documents/Roads-Highways-and-Pavements/Drainage/Torfaen-Flood-Risk-Management-Plan.pdf>

⁶Planning Records: <https://www.torfaen.gov.uk/en/PlanningAndDevelopment/Planning-Applications/Planning-Permission.aspx>

Expert Comment

We have not identified any records of past flooding at or within the vicinity of the Property following our searches of local authoritative records and national flood event mapping.



► Flood Alerts & Warnings

The Property is not within a Flood Alert or Flood Warning Area.

The nearest Flood Alert Area is 103WAFebbw (Rivers Ebbw, Sirhowy and Lwyd), which is approximately 70m away. The nearest Flood Warning Area is 103FWF197312 (Afon Lwyd at Croesyceiliog), which is approximately 575m away.

Information about Flood Alert & Warning Areas: Flood Alert and Flood Warning Areas are designated geographical areas where it is possible for flooding to occur from rivers, sea and in some locations, groundwater. A single Flood Alert/Warning Area could be issued with three possible severity types, these being:

- 1) Severe Flood Warning: Severe flooding. Danger to life.
- 2) Flood Warning: Flooding is expected. Immediate action required.
- 3) Flood Alert: Flooding is possible. Be prepared.

Past flood warning and alerts do not indicate that the Property has been flooded. No records are available for the period prior to implementation of the service in 2006. Flood Alert & Flood Warning Areas only relate to flood risks from rivers and sea and do not provide a warning for surface water flood events. It should also be noted that our records are updated quarterly and therefore flood alerts and warnings occurring in the past three months may not be captured in our assessment.



Existing Defences

National Defence Schemes

The Property is not shown to be within an area of reduction in risk of flooding from rivers and the sea according to Natural Resources Wales records.

Local Records

Archive Source	Comment
Gwent SFCA ¹ 2010	No local defence or alleviation schemes identified.
South East Wales SFCA ² 2022	No local defence or alleviation schemes identified.
PFRA ³ 2011	No local defence or alleviation schemes identified.
Addendum PFRA ⁴ 2017	No local defence or alleviation schemes identified.
LFRMS ⁵ 2015	No local defence or alleviation schemes identified.
Planning Records ⁶	No local defence or alleviation schemes identified.

¹Gwent Strategic Flood Consequence Assessment: <https://www.blaenau-gwent.gov.uk/media/kttfmjct/sd117a.pdf>

²South East Wales Strategic Flood Consequence Assessment:

<https://rctcbc.oc2.uk/docfiles/8/Strategic%20Flood%20Consequences%20Assessment%20SFCA%202022.pdf>

³Preliminary Flood Risk Assessment:

<https://webarchive.nationalarchives.gov.uk/ukgwa/20140328094440/http://www.environment-agency.gov.uk/research/planning/135534.aspx#21>

⁴Addendum Preliminary Flood Risk Assessment: <https://www.torfaen.gov.uk/en/Related-Documents/Roads-Highways-and-Pavements/Drainage/Preliminary-Flood-Risk-Assessment-Report-Addendum.pdf>

⁵Local Flood Risk Management Strategy: <https://www.torfaen.gov.uk/en/Related-Documents/Roads-Highways-and-Pavements/Drainage/Torfaen-Flood-Risk-Management-Plan.pdf>

⁶Planning Records: <https://www.torfaen.gov.uk/en/PlanningAndDevelopment/Planning-Applications/Planning-Permission.aspx>

Future Schemes

No future flood defence schemes (including new or upgraded flood defences) have been identified within the area in which the Property is located.

Expert Comments

The Property is not indicated to be located within an area benefitting from flood defences.



Summary



Professional Opinion

Be Aware

This report provides a comprehensive desktop analysis of flood risk sources requiring further investigation in the original search report (Ref. RS_33418#733). Based on our expert analysis of the available information, we consider there to be a residual risk of flooding at the Property. Our conclusion is based on the following key findings:

Pluvial Flooding	The Property is indicated to be at risk of pluvial flooding in the medium and low probability events. The elevation of the rear door threshold above external ground levels could not be confirmed; therefore, flooding has the potential to occur internally at the Property. The overall risk of pluvial flooding is considered to be low to moderate.
Past Flooding	We have not identified any records of past flooding at or within the vicinity of the Property following our searches of local authoritative records and national flood event mapping.
Defences	The Property is not indicated to be located within an area benefitting from flood defences.

▶ Recommendations

Based upon the findings of this report, the following recommendations should be considered prior to proceeding with the Property purchase:

Action	Description
Vendor Enquiries	Ask the vendor to confirm whether they have any knowledge of previous flooding at the Property. This information should have been declared within the Law Society Property Information Form (TA6). Where information is disclosed, request further details relating to the extent and depth of any events of which they are aware.
Confirm Threshold Heights	You should confirm if the rear door threshold is elevated sufficiently to counteract the predicted flood depths. We were unable to determine this detail from our desktop assessment, but it may be material.
Public Authority Enquiries	We have reviewed the available documentation and did not identify any further flood risk reduction measures. However, you may want to contact Natural Resources Wales, the Lead Local Flood Authority, or the Drainage Authority, as they may have additional information about any planned measures that could affect the risk to the Property.
Check Insurance	Insurers often assess flood risk when offering coverage, so you should confirm that affordable insurance can be obtained before proceeding with the purchase (prior to exchange) as insurers have different flood maps and tools to decide whether to offer insurance and on what terms.
Property Flood Resilience	<p>To protect against flood depths up to 0.6m</p> <p>To protect your Property against flood depths of up to 0.6m, resistance measures such as barriers, flood doors, and self-closing airbricks/vents are highly effective, when installed correctly. These solutions are a practical option for protecting your Property from flooding and can be a very cost-effective way of protecting it, which may be the biggest financial investment you have made.</p> <p>Talk to us to discuss options. Call us on 01443 803 540 or you can email us at info@ashfieldsolutions.com and a property flood resilience expert will contact you to discuss your options.</p>



Maintain Drainage

All external drainage features within the Property boundary should be regularly checked and cleared of any blockages or debris in order to maximise the efficiency of the surface water drainage network.

► Constraints

Planning Constraint: This assessment is not designed for submission to your Local Planning Authority to support future redevelopment, however we can separately undertake a full Flood Risk Assessment on your behalf if this need arises.

► Further Assistance

Should you wish for Ashfield support you in undertaking any of the above recommendations in managing any of the identified flood risk in future then **please get in touch**.

Insurability



Insurance Availability

Insurance companies may use commercial flood risk datasets to determine whether a Property is at risk of flooding and their assessment of risk may differ from that contained in this report. Our analysis uses detailed Property features and additional information, coupled with our professional expertise and practiced knowledge of flooding. This level of analysis will not necessarily be considered by a General Insurer when a commercial property owner attempts to purchase buildings and contents insurance. Therefore, potential issues in obtaining flood insurance, at an affordable rate and with suitable terms, cannot be entirely discounted.

The purchaser should satisfy themselves of the availability of a suitable insurance policy, prior to exchanging contracts and committing to the purchase.

Guidance



This is a Property-specific desktop assessment, but we summarise our findings into one of three overall outcomes. Each report contains specific recommendations but, in general, this is what our risk statements mean:



Minimal Risk: This means we have assessed the Property against all relevant flood sources and consider that the risk of internal flooding is very low. We may still include some simple recommendations, such as looking after drains at the Property. A 'Minimal Risk' may be given when a Property is in an area that benefits from flood defences operated or deployed by local or national agencies.



Be Aware: This means that we have identified some residual risk of flooding which may affect the title and you should proceed with caution. The residual risk would generally not pose a threat to the main building but is worthy of noting e.g. the low chance of isolated flooding within the garden, or the potential for the adjacent street to flood which may cause a short term inconvenience. We may include more comprehensive recommendations, such as signing up to flood warning services, if these are available for the area in which the Property is located.



Caution Advised: This means that at least one source of flooding is likely to affect the title and there is a real possibility of this affecting the main building. In these cases, our recommendations are more comprehensive and may include physical site inspection to better evaluate the risk and provide options for protecting the Property. Ashfield can support the buyer in implementing these measures either prior to purchase or on completion.



Limitations



This report has been prepared with due care and diligence in accordance with industry good practice and guidance. Any conclusions or recommendations presented in this report represent Ashfield's professional judgement based upon the information available to us as of the date of this report. The context of this report is to provide a more informed position with regards to the flood risks which have been identified, and any consequential impacts this may have on acquisition and occupation of the Property.

Our risk analysis is based on a review of information from a range of public and private sector organisations, and where applicable, may be supplemented by information provided by the Client. Whilst the models used are highly detailed, they are predictions based upon specific input parameters and should not be regarded as definitive. Because the flood risk assessment is based on theoretical risk models, there is always the possibility that exceptional weather conditions and/or events outside of the considered parameters of the model (such as failure of flood defences) can cause flooding that was not anticipated. Ashfield Solutions Ltd cannot accept any responsibility for the accuracy of these models. In addition, flood assessments are subject to change over time and so a variation in risk outcomes is possible. This is due to additional or changed information being available over time, refinement of flood models, or specific changes in the planned or built environment, all of which can impact the predicted outcomes of any flood model and/or consultant's Professional Opinion. Please note, flood prediction models are periodically reviewed to ensure they account for the most up-to-date climatic data and flood history and are refined to improve modelling techniques. As such, in a minority of instances, variations in assessment outcomes can occur where a period of time has elapsed.

No site inspection/investigation has been undertaken as part of this assessment. This report does not account for the suitability of site-specific drainage networks and cannot account for the impact of water bodies or drainage infrastructure becoming blocked or failing. Additionally, this report cannot account for instances of previous Property-specific flooding where no such instances of flooding are recorded within the data sources reviewed, particularly where flooding has either been of a small and highly localised scale, or where it has been caused by an 'escape of water' (i.e. burst pipes) or sewer flooding, either within the Property or within the locality. It is important to note that flooding may be caused by a variety of mechanisms and even areas at low risk may be subject to localised flooding where drains fail or are blocked or where hyper-local conditions channel or contain water. Any conclusion of low, or acceptable, risk in this report is not a guarantee that flooding will not occur at the Property in the future.

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Important Consumer Information

This search has been produced by Ashfield Solutions Group Ltd, Cwm Cynon Business Centre, Cwm Cynon Business Park, Mountain Ash, RCT, CF45 4ER, 01443 803 540, info@ashfieldfloodrisk.com 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 must 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, Ashfield Solutions Group Ltd 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 Ashfield Solutions Group Ltd, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with our 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 Ashfield Solutions Group Ltd failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to Ashfield Solutions Group Ltd 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
www.tpos.co.uk
Email: admin@tpos.co.uk

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

PLEASE ASK ASHFIELD SOLUTIONS GROUP LTD IF YOU WOULD LIKE A COPY OF THE SEARCH CODE.

Complaints Procedure

We will accept complaints in any format, including by phone, letter, or e-mail. If you want to make a complaint, 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.

Complaints should be sent to:

Customer Services
Ashfield Solutions Group Limited
Cwm Cynon Business Centre
Cwm Cynon Business Park
Mountain Ash
Rhondda Cynon Taf
CF45 4ER



Tel: +44 (0) 1443 803 540
Email: info@ashfieldsolutions.com

Once a final decision has been made in relation to settling a claim a written response will be sent to the complainant. This response will offer redress or reject the complaint and give reasons for doing so. Examples of appropriate redress include, but are not limited to, apology, amendment or revision of a report or service, and financial redress.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer your complaint to The Property Ombudsman scheme (TPOs) Tel: 01722 333306 <https://www.tpos.co.uk/> email: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision. Additional consumer information regarding The Search Code is provided below.

All complaint records will be retained for a minimum period of 3 years from the date of its receipt of the complaint.

Terms and Conditions

The following "Standard Terms and Conditions of Engagement – Search Products" shall apply to all of "the Services" carried out by "the Company" on behalf of "the Client" in the provision of regulated search products and services only. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed and subsequent "Contract of Engagement."

1.0 Definitions

- 1.1 The Company - shall mean Ashfield Solutions Group Limited.
- 1.2 The Services - shall mean the scope of services, duties and activities provided by the Company to the Client as defined in our proposal.
- 1.3 The Client - is the person, company, authority or other body who instructs the Company to carry out the work or the person, company, authority or other body on whose behalf they were acting if such agency was advised to the Company and shall mean the addressee detailed in the attached proposal letter.
- 1.4 The Agreement - refers to these Standard Terms and Conditions of Engagement.
- 1.5 The Contract - is between the Client and the Company.
- 1.6 Work - means any report, estimates, cost plans, programmes, project management services or provision of advice, data, material stored in electronic form or anything else which is prepared / developed as part of the Services whether by or on behalf of the Company, but does not include proprietary software.
- 1.7 Intellectual Property Rights - means copyright, moral rights, patents, trade-marks, service marks and design rights and know-how, whether or not registered or registerable.

2.0 Legal

- 2.1 The Client confirms that subject to 1.3 (above) it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- 2.2 The Company shall in the performance of the Services (as defined in any proposal letter or agreed brief) exercise and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services.
- 2.3 The Services shall be provided by the Company for the purposes specified in the proposal letter and for the sole benefit and use of the Client. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.

3.0 Fees

- 3.1 In consideration of the performance of the Services the Client shall pay to the Company the fees stated in the proposal. If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal, the Client shall make a fair and reasonable additional payment to the Company in consideration thereof. Such payment shall, where appropriate, be calculated by reference to the rates and sums set out in the proposal letter. The fees are based on the assumption that these terms and conditions apply. The Company reserves the right



to charge additional fees for review and comment on any variation to these terms and conditions including review of any alternative Forms of Agreement or Warranties.

3.2 In the event that the Client requests the Agreement to be terminated, the client shall provide written notice to the Company. The Client shall pay to the Company the reasonable fees commensurate with the amount of work completed by the Company up to the date of termination. For the avoidance of doubt the reasonable fees will include for the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.

3.3 All monies due to the Company shall be paid in UK £ sterling unless specifically detailed otherwise.

3.4 Unless the Client is exempt, VAT will be applied at the prevailing standard rate on all invoices rendered.

The fees will be net of Value Added Tax (VAT) and applications for payment of fees, expenses and disbursements will be applied for net of VAT. The Client shall pay to the Company the amount applied for, together with any applicable VAT and upon request of such payment, the Company will provide a tax invoice, the tax point being the date of payment.

4.0 Payment Terms

4.1 Unless otherwise agreed in writing by the Company, payment is due on the date of each invoice rendered, and accounts must be settled in full within thirty (30) days of the date of the invoice.

4.2 Where payment is unduly delayed the Company reserves the right to charge interest on overdue invoices to be calculated at an annual rate of 3% above the prevailing Bank of England base rate for each day they are overdue.

5.0 Conflict of Interest

If, in the Company's opinion, a conflict of interest arises in the course of carrying out the Services, including by reason of change in the Client's ownership, the Company will be entitled to terminate this Agreement by giving written notice to the Client and shall be entitled to be paid for all work carried out to the date of withdrawal of Services.

6.0 Intellectual Property

All intellectual Property rights and copyright associated with the Company's services shall remain vested in and the Property of the Company. A specific licence for use may be granted by the Company. Any such licence will be strictly limited to issues associated with the project or the Services. The Company will not accept any liability whatsoever for any use of the materials to which the licence is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company such licence is agreed by the parties to be immediately withdrawn and revoked.

7.0 Confidential Information

7.1 The Company agrees to keep confidential, any information disclosed or supplied to them by the Client and shall not disclose any documentation without the Client's consent, save only where legally obliged to do so and where such information becomes public knowledge. Any such information shall only be used for the Company in the provision of Services to the Client.

7.2 Modern communications and working such as mobile phones, laptops and home working carry additional risks of confidentiality and security breaches and the Company will work with the Client to reduce these as far as possible. The Client should notify the Company of any specific requirements and appropriate arrangements will be made.

7.3 The reports, information and advice the Company provides to the Client are given in confidence and are provided on condition that the Client undertakes not to disclose these, or any other confidential information provided by the Company to any 3rd party without prior written consent.

8.0 Insurances

8.1 The amount of Professional Indemnity Insurance to be carried by the Company for each claim or series of claims arising from the same original cause shall be £2 million unless otherwise stated in the proposal. The Company shall effect Professional Indemnity Insurance for a period of six years from the completion of the Services, unless otherwise stated in the proposal letter, provided that such insurance is available in the market for such services at commercially reasonable rates and terms.

8.2 Claims arising out of or in connection with war and terrorism, toxic mould, and nuclear risk are specifically excluded from the Company's Professional Indemnity Insurance cover and the Client and the Client acknowledges that the Company shall have no liability in respect of such claims.

8.3 The Company's total liability for any claim whether in contract or in tort in negligence or for breach of statutory duty or otherwise relating to the provision of all of the Services under this Agreement shall not exceed £2 million. The Company shall not be liable for any consequential losses incurred by the Client.



8.4 The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that: all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

8.5 No action or proceedings under or in respect of this Agreement shall be commenced against the Company after the expiry of a period of six years from the date of completion of the Services or such earlier date as may be prescribed by law.

8.6 The limitations which shall apply in relation to the Services are as set out in the proposal letter or are otherwise available on request.

9.0 Public Liability

9.1 The amount of Public Liability Insurance to be carried by the Company is £5 million unless otherwise stated in the proposal letter.

10.0 Service Provision

The Client shall procure access for the Company to the Property or properties in respect of which the Services are to be performed.

10.1 The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.

10.2 Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.

10.3 The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials.

10.4 Unless specifically stated to the contrary, any budgetary opinion offered by the Company is to be regarded by the Client as broad guidance only.

11.0 Assignment

Nothing within this Agreement shall be regarded as a commitment by the Company to accept, adopt or participate in the novation or transfer of this Agreement to any third party.

11.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

12.0 Complaints

A copy of the Company's complaints procedure is available on request.

13.0 Integrated Management System

Copies of the Company's accredited ISO 9001 Quality, ISO14001 Environmental and ISO45001 Health and Safety Policies are available on request.

14.0 Search Code

In providing search reports and services we will comply with the Search Code.

15.0 Independent Dispute Resolution

The Client and the Company shall use their best endeavours to negotiate in good faith to reach an amicable settlement in respect of any dispute or difference that may arise out of or in connection with this Agreement.

If you (the Client) make a complaint in relation to our regulated search products and services and we are unable to resolve it to your satisfaction, you may refer the complaint to The Property Ombudsmen. The Property Ombudsman scheme can be contacted at: Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP. T: 01722 333306. E: admin@tpos.co.uk.

16.0 Adjudication



The dispute may be referred by either party to adjudication at any time, and if the contract is not a construction contract with the meaning of section 104 of Housing Grants, Construction and Regeneration Act 1996, it shall be treated for the purposes of this clause, as if it is such a contract. The rules of the adjudication shall be the statutory Scheme for Construction Contracts, 1998 SI 649. All costs, other than legal costs associated with the process shall be borne in equal share by the Company and the Client.

17.0 Arbitration

The dispute or difference may be referred by either party to the arbitration of a sole arbitrator to be appointed in accordance with s.16(3) of the Arbitration Act 1996 ("the Act") or failing which to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators. The seat of such arbitration being hereby designated as England and Wales. The arbitration will be regarded as commenced for the purposes set out in s.14(1) of the Act when one party sends to the other a notice to concur in the appointment of an adjudicator. Any dispute as to the contractual obligation to comply with an adjudicator's decision pursuant to the clause for complaints shall not be referred to arbitration. The arbitrator shall decide the dispute according to the substantive laws of England and Wales. By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions of Engagement", all as scheduled above, are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services. If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

The provision of the Services shall be governed by and construed in accordance with English Law (where applicable) and the English Courts shall have nonexclusive jurisdiction with regard to all matters arising therefrom.
