

Provision of Property Searches through Geoinvestigate's Electronic CMRA Service

Welcome to the terms and conditions for the use of the Geoinvestigate's electronic service:

- [Coal Mining Risk Assessment CMRA online service \(website\) www.geoinvestigate.co.uk](http://www.geoinvestigate.co.uk)

These Terms and Conditions apply to the use of all the electronic services listed above and by accessing these services and/or placing orders through these services you agree to be bound by the Terms and Conditions set out below. If you do not agree to be bound by these Terms and Conditions you may not use or access these services.

ACCESS

1. You are provided with access to the Website and/or the Constituent parts thereof strictly in accordance with these Terms and Conditions and in accordance. These Terms and Conditions supersede and take precedence over any previous Terms and Conditions supplied to you and (without our express written consent) over any Terms and Conditions which you may in the past or may in the future have sent or send to us.

REGISTRATION

2. Users warrant that the personal information which they are required to provide when they register as a customer is true, accurate, current and complete in all respects. Users also warrant to notify Geoinvestigate immediately of any changes to the personal information by contacting the company or its representatives by email at ross.nicolson@geoinvestigate.co.uk, geoinvestigate@qnetadsl.com or by telephone on 015394 88904 or 1642 713779. In the event that this telephone number is discontinued or changed it shall be the responsibility of the User to ascertain the correct telephone number. Registered users can do this online. You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

INDEMNITY

3. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including all legal fees, arising out of any breach of the Terms and Conditions by you or any other liabilities arising out of your use of the online service, or the use by any other person or systems accessing the online service using your account and/or your Personal Information. In the event that such breach shall result in legal proceedings of whatever nature being brought against the Geoinvestigate by any third party howsoever, Geoinvestigate reserves the right at its absolute election to defend such proceedings and bring any necessary counterclaim through its own legal advisors in respect of the cost of which this indemnity shall apply.

OUR RIGHTS

4. We reserve the right to:

Modify or withdraw, temporarily or permanently, the online service (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any direct or indirect loss howsoever arising from any modification to or withdrawal of the online service; and/or Change the Terms and Conditions from time to time, and your continued use of the service (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms and Conditions have been changed. If you do not agree to any change to the Terms and Conditions then you must immediately stop using the online service.

PAYMENT, FEES & REFUND POLICY

5. Fees and charges for reports ordered through the online service will be published on www.geoinvestigate.co.uk. All prices are subject to VAT at the current rates and are correct at the time the property search transaction was recorded on the system. The total cost of your order is the price of the Reports ordered plus VAT. Payment for orders placed on the website can be made by any of the methods specified in the Service Description section of this Website.

6. Geoinvestigate cannot guarantee to cancel a search once a request has been made. No refund or transfer of fee (or part thereof) will be made once a search has been logged onto Geoinvestigate's computer system.

7. If a property search is made where no information is held or can be obtained by Geoinvestigate, Geoinvestigate will reply with a negative response and a full refund (or part thereof) will be made. Any 3rd party cost incurred by Geoinvestigate which cannot be recovered by them (such as the cost of obtaining a coal authority mining report) will be deducted from the refund.

8. If a property search is submitted on the website with the enquiry boundary defined, this will be used to produce the report. A boundary cannot be amended or changed after submission. If an amendment is required enquirers will have to make a fresh search with payment of the appropriate fee and no refund of the original fee shall be made.

9. All property searches and order requests submitted to us must contain details of the enquiry boundary which will be used to produce the report. Boundary details cannot be amended or changed after an order request has been submitted. If an amendment is required enquirers will have to submit fresh search and order requests with payment of the appropriate fee and no refund of the original fee shall be made.

COMPLIANCE WITH LAWS

10. The records available to Geoinvestigate namely those provided by the Coal Authority, the Brine Board, the Ordnance Survey and BGS and upon which our search and report is based are constantly updated and added to the relevant computer database. Geoinvestigate will make use of the most up to date approved records held and made available to it by the Coal Authority, the Ordnance Survey, Brine Board and BGS at the time of giving Reports. However, no warranty is given or representation made that such records will be accurate or not become obsolete or incorrect over any period of time.

11. Reports will be given in the belief that they are in accordance with the information available to the Geoinvestigate at the time of giving the Report but on the distinct understanding that the Geoinvestigate

12. It is the responsibility of the person by or for whom a Report is requested to specify the property for which a report is required and to make clear the full extent of the enquiry boundary i.e. buildings and associated land.

13. These terms and conditions of Geoinvestigate apply to all searches made by us

Intellectual Property Rights

14. Copyright subsists in the Reports and vests in Geoinvestigate. By using Geoinvestigate's services, you acknowledge the subsistence and validity of such rights and agree not to challenge the rights, whether directly or indirectly, or take any action which may have the foreseeable consequence of undermine the integrity or validity of the rights.

15. You further agree that you will make no use of any registered or unregistered trademarks of Geoinvestigate without Geoinvestigate's express written licence and consent and agree not to challenge

any current or future trademarks belonging to Geoinvestigate whether directly or indirectly, or take any action which may have the foreseeable consequence of undermine the integrity or validity of such trademarks.

16. Copyright and other Intellectual Property is not transferred to external parties by possession of a report; however, recipients of Reports can use them for the purposes for which the Reports were provided. Copyright in any third party material contained within the Reports other than that owned by Geoinvestigate is owned by the third party data provider.

17. The Reports are provided without warranty that they or any material contained therein may not infringe third party rights.

18. You must not store or harvest the information provided within Reports (or extracts or elements thereof) in any form (other than for legal or regulatory compliance purposes) or make ongoing/multiple uses of the information to provide reports or unrelated services. You must not plagiarise reports to produce your own reports. Any Reports provided to you where you act on behalf of another party must be passed to that other party in its original complete format and not in a modified, plagiarised or other summarised version or report.

19. Where the Report is incorporated into another document, the integrity of the text must be preserved and may not be disassembled, modified or paraphrased in any way and no deletions, omissions or reorganisation shall be made to the text. The relevant text shall be identified as originating with Geoinvestigate which must be acknowledged as the author.

20. Where any material belonging to the Geoinvestigate is reproduced as above or otherwise with the licence and consent of Geoinvestigate, Geoinvestigate asserts all its moral rights and in particular that of being identified as the source of the material which must be acknowledged by the following expression:-

"This material is reproduced by kind permission of Geoinvestigate Limited – © Geoinvestigate Limited – all rights reserved".

COAL AUTHORITY RECORDS

21. The records upon which Geoinvestigate's search and report are based re derived from a number of sources and are of various ages, scales, condition, etc. As a consequence information sourced from such records is of variable reliability. Additionally, in any particular area there may be information held by others as to historical coal (and other) mining which is not also in the possession of Geoinvestigate. In the circumstances Geoinvestigate is unable to give any warranty and makes no representation that the information comprised in the records in its possession is complete, accurate,

OTHER MINERALS

22. Coal mining and ground stability reports relate only to coal and minerals worked in association with coal. The presence of workings of other minerals will not necessarily be disclosed. The enquirer may need to make separate enquiries - with British Geological Survey (www.bgs.ac.uk) for example, regarding other minerals to the appropriate sources of information in certain areas where these other minerals are known to exist or have been worked.

LIABILITY

23. The databases comprising the subject matter of the searchers and reports carried out by Geoinvestigate are made up of information obtained by Geoinvestigate from several third parties. Geoinvestigate has no direct knowledge and has not necessarily had the opportunity to verify this information. Accordingly, it can have no liability for the accuracy of the information comprising the databases or for any loss of whatever nature directly or indirectly caused which may result from any reliance placed upon it. The recipient takes the information as provided without any such express or

implied warranty and must rely upon its own enquiries and where necessary obtain appropriate insurance against any loss arising.

24. If there is any doubt as to whether a previous Report remains valid a new Report should be purchased. Without prejudice to the generality of the foregoing, any Report must not be relied upon in any event in excess of 60 days from its date of issue and must thereafter be verified as still being up-to-date, either by ordering a fresh Report or an updated part thereof.

COAL MINE SHAFTS AND ADITS (MINE ENTRIES)

25. Information relating to mine entries (within 20 metres of the boundary of the property) will be prepared only from the records in the possession of or obtained from a 3rd party source by Geoinvestigate. These records may not be complete. Given the indeterminate accuracy of many of the source records, and the occasional delay in the completion of updates to records, Geoinvestigate is unable to take account of and reflect in Reports any possible difference between the actual and plotted position of a mine entry or its likely size or depth. The approximate location of any reported mine entries will be identified on a plan within the body of Reports. To aid clarity the mine entry symbols will not necessarily be shown to the same scale as the plan. Distances are measured from the estimated centre of the shaft or centre point of an adit entrance.

26. In the event that new mine entry information becomes available or known to Geoinvestigate, Geoinvestigate will within 120 days of the issue of a report will notify the customer, as soon as reasonable practicable, informing them of the change and the nature of the change.

SHALLOW COAL WORKINGS

27. Where coal workings are reported as having occurred at shallow depth Geoinvestigate is unable to confirm that ground movement should have stopped by now. Likewise, where Geoinvestigate gives an indication of the likely existence of unrecorded coal workings (reported as and where coal is believed to lie at or close to the surface), future ground movement may still subsequently occur.

COAL MINING GEOLOGY

28. Where considered appropriate Geoinvestigate will provide comment or representation in Reports about the existence of conjectured surface fault positions shown on geological maps (published by British Geological Survey) even those these may not be known to Geoinvestigate to have affected the stability of the property or gas emissions as a result of coal mining activities.

SITE INVESTIGATIONS

29. A coal mining risk assessment report CMRA whether purchased on its own or as part of a ground stability or Combined Report is not a substitute for site investigation. Enquirers will have to assess whether a site investigation is required having regard (amongst other relevant factors) to the content of the report and whether the property is to be developed and, if so, the nature and extent of the

30. Whether the property lies within an opencast site boundary from which coal has been removed in the past by opencast methods.

31. Where a user erroneously requests a residential property search for a non-residential, commercial or site, the Authority reserves the right to provide a non-residential report instead of the residential report requested, and to charge the appropriate fee accordingly. It is your responsibility to ensure that you request the correct search. In the event that you request a Residential Property Search where a Non-Residential Property, Commercial or Development Site search is necessary, Geoinvestigate reserves the right to claim the difference in cost from you.

32. The response to mining searches made for land and property lying outside of the Coal Authorities defined coal mining areas will state that the property lies outside any defined coalfield area.

General

33. The Report is prepared with reasonable skill and care from records available to Geoinvestigate but has a number of limitations which are set out in these Terms which the Customer and the User acknowledge and accept when relying on it.

SOURCES OF INFORMATION

34. The Report has been prepared by Geoinvestigate using information obtained from several reputable sources including the Coal Authority, the BGS, The Ordnance Survey. The Customer and the User therefore acknowledge and agree that the records used to prepare the Report do not represent an exhaustive or comprehensive list of all records that may exist or may be available for the Property. The Customer and the User also acknowledge that no physical inspection of the Property has or will be carried out in the preparation of the Report.

35. The information from the Suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the Suppliers by third parties, which may not have been subject to any verification or other quality control process.

36. Raw data used to prepare the Reports may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected, where possible, to quality control to ensure reliability, some raw data may have been processed without human intervention and may in consequence contain undetected errors.

37. The records available to the Suppliers are constantly being updated. The Suppliers cannot be responsible to the Customer or Users for any changes in the information on which the Report is based which occur after the date on which the Report is prepared.

MAPS

38. The Customer and the User must take all reasonable steps to check that the details in the Order are correct and that the Report provided by the Coal Authority has been prepared for the correct location and property type, and that the boundaries of the Property as shown in the Report's plan correspond with those of the Property. Any discrepancies between the Order and the Report must be notified to Geoinvestigate within 28 days after the issue date of the Report and Geoinvestigate will, in the case of error by Geoinvestigate, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.

RELIANCE ON THE REPORT

Who may rely on the Report:

39. Only the following persons ("Users") may rely on the Report:

- the owner of the Property at the time the Report is prepared;
- any purchaser of the whole of the Property from the owner described in a above; and
- any person who provides funding to the persons in (a) or (b) above which is secured on the whole of the Property.

Such reliance will be subject to the provisions of Clauses 41 and 48 to 50 (inclusive).

EXTENT OF RELIANCE:

40. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.

41. Customers or Users may not act in reliance upon the Report (either by purchasing the Property, providing funding secured on the Property or carrying out any works on or affecting the Property) more than ninety (60) days after its date of issue.

In the event that new mine entry information becomes available to Geoinvestigate, Geoinvestigate within 120 days of the issue of the report will notify the customer, as soon as reasonably practicable, informing them of the change and the nature of the change.

42. The Report gives an indication of whether ground movement could occur at the Property. This does not necessarily mean that the Property is or will be affected by ground instability. Such an assessment can only be made by inspection of the Property by a qualified professional, such as a surveyor or engineer. The Report DOES NOT therefore:

- include any information or warranty relating to the actual state, or the structural or other condition, of the Property;
- determine the saleability or value, or the safety, of the Property;
- indicate the suitability of the Property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work); or
- act as a substitute for any physical inspection, specialist interpretations and/or professional advice.

43. No representations, warranties or terms (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are given in relation to the Report unless they are expressly set out in these Terms, save to the extent that such terms cannot be excluded by law.

USE OF THE REPORT

44. The Customer and the User acknowledge that the Report is confidential and that it is intended for the purposes of the User only. Accordingly the Customer and the User agree that they are permitted to use and copy the Report for these purposes only.

45. The Customer and the User (or any person who is provided with a copy of the Report) will not:

- remove, obliterate or alter any trade mark or any copyright or other proprietary notice which is contained in the Report;
- reformat or otherwise change, add to or enhance the Report, or combine it with or incorporate it into any other information, data or materials; or
- create any product which is derived directly or indirectly from the data contained in the Report; or
- resell the Report (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) unless this has been specifically authorised in writing by Geoinvestigate

46. The copyright and all other intellectual property rights in the Report will remain the property of the Suppliers or other third parties (as appropriate). Neither the Customer nor the User will acquire any rights in respect of the Report other than as expressly provided in these Terms.

EVENTS BEYOND THE SUPPLIERS CONTROL

47. A Supplier will not be liable to the Customer or the User for any delay or failure in performance of its obligations which result from circumstances beyond its reasonable control (including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, war, hostilities, riot, acts of terrorism, failure or shortage of power supplies, telecommunications or processing failure or computer malfunction) or the acts or omissions of any person for which a Supplier is not legally responsible.

LIABILITY

48. The Report has been prepared for the Property on the basis of information on the Property's location and type provided by the Customer and/or the User, and consequently the Suppliers exclude all liability which may arise from any errors or omissions in the information so provided or from any failure to check for discrepancies pursuant to Clause 3-8.

49. The Report has been prepared specifically for the Property, and on the basis of the property type specified in the Order. Under no circumstances will the Suppliers be liable if a Report is relied on for any other property, or if a Report on a residential property is used for a non-residential or commercial property or for the development of the Property, and vice versa.