

Terms and Conditions for the provisions of property searches by the Coal Authority (CA) to Internet customers. October 2006 (as amended)

Welcome to the **www.groundstability.com** Website Terms and Conditions for use. These Terms and Conditions apply to the use of this website and by accessing this Website and/or placing an order 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 this Website.

General

1. Access

You are provided with access to this Website in accordance with these Terms and Conditions and any orders placed by you must be placed strictly in accordance with these Terms and Conditions.

2. Registration

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 the Authority immediately of any changes to the personal information by contacting the Authority's Customer Service Team by email at groundstability@coal.gov.uk or by **telephone on 0845 762 6848**. 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.

3. Indemnity

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 reasonable legal fees, arising out of any breach of the Terms and Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or your Personal Information.

4. Our rights

We reserve the right to:

Modify or withdraw, temporarily or permanently, this Website (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 modification to or withdrawal of the

Website; and/or

Change the Terms and Conditions from time to time, and your continued use of the Website (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 Website.

5. Payment and Fees

All prices are subject to VAT at the current rates and are correct at the time of entering the information onto the system. The total cost of your order is the price of the Reports ordered plus VAT. Payment can be made by any of the methods specified in the Service Description section of this Website.

The Authority 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 the Authority's computer system.

If a property search is made where no information is held by the Authority, the Authority will reply with a negative response and no refund or transfer of any fee (or part thereof) will be made.

6. Compliance with laws

The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

7. Mining reports and ground stability reports ("Reports") will be provided subject to these terms and conditions and in accordance with the duties of the Coal Authority ("the Authority") under the Coal Industry Act 1994. Reports will be based on, and limited to, records in the possession of the Authority, and the Cheshire Brine Subsidence Compensation Board's ("the Brine Board") records, and the British Geological Survey (BGS), at the time the search is answered. The records available to the Authority, the Brine Board and BGS are constantly updated and added to the relevant computer database. The Authority will make use of the most up to date records held and made available to it by the 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. Reports will be given in the belief that they are in accordance with the information available to the Authority at the time of giving the Report but on the distinct understanding that the Authority, or the Brine Board, or BGS, is not legally responsible for them except for negligence. For the avoidance of doubt the legal responsibility for Report content derived from third party data providers other than the Authority, or the Brine Board, or BGS, will be the responsibility of the relevant third party and will be subject to the specific terms and conditions of the relevant third party data provider and

not the terms set out in this clause on behalf of the Authority, the Brine Board and BGS.

8. It is the responsibility of the person by or for whom a mining report is requested to specify the property for which a mining report is required and to make clear the full extent of the property boundary i.e. buildings and associated land.
9. These terms and conditions of the Authority, the Brine Board and BGS incorporate the User Guide 2006 (as amended) and apply to all searches made including those using CON29M (2006) and ScotForm (2006).
10. The Coal Authority, Brine Board and BGS own copyright in Reports. The information used to write the Report is protected by the Authority and the Brine Board's and BGS's database rights. All rights are reserved and unauthorised use is prohibited. Copyright and other Intellectual Property is not transferred to external parties by possession of a report; however, recipients of Reports can use them for their own purposes. Copyright in any third party data contained within the Reports other than that owned by the Authority, the Brine Board or BGS is with the third party data provider. You must not store or harvest the information provided within Reports (or extracts or elements thereof) in any database (other than for legal or regulatory compliance purposes) or make ongoing/multiple uses of the information to provide other 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 format and not in a modified, plagiarised or other summarised version or report.

Coal Authority Records

11. The records in the possession of the Authority are 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 the Authority. In the circumstances the Authority is unable to give any warranty and makes no representation that the information comprised in the records in its possession is complete, accurate, exhaustive or reliable.
12. Plans of abandoned coal mines, the coal holdings register and licence register can be viewed at the Authority's Mining Records Office, by prior appointment. Separate terms and conditions and charges apply. These are available on www.coal.gov.uk/services/history or by telephoning 01623 637 233.
13. Some records are derived from licensed operators whose plans for current and future coal mining may change at any time. They are required by section 58 of the Coal Industry Act 1994 to exercise all due diligence to secure the provision of full and accurate information to the Authority in accordance with the provisions of the licences which they hold.

14. In certain instances (usually relating to older records in the custody of the Authority) it has been necessary for the Authority to make assumptions as to the most probable ('best plot') positions of mine entries, the depth, date and extent of coal workings, the number and inclination of seams and the nature of the mineral worked, e.g. in certain areas records attribute more than one name to a single seam.

Cheshire Brine Board Records

15. The Brine Board is constituted and operates under the provisions of the Cheshire Brine Pumping (Compensation for Subsidence) Acts 1952 and 1964. This legislation defines the Cheshire Brine Subsidence Compensation District.
16. The main duties of the Brine Board are to make compensation for specified categories of damage to land and buildings caused by subsidence due to brine pumping, and to give advice to the Planning Authorities in connection with any new build development proposals on land which may be affected by subsidence caused by brine pumping.
17. The Brine Board has no liability for damage resulting from the collapse of current or abandoned salt mine workings or associated shafts or other entrances to underground salt workings.
18. The CON29M (2006 edition) report is based on and limited to the records of the Brine Board as provided to the Authority at the time the search is answered. Arrangements are in place between the Authority and Brine Board to ensure that this information is up-to-date. The report is concerned with:
 - Whether the property is situated within the Compensation District;
 - Whether the property is within a Consultation Area prescribed by the Brine Board under the provisions of section 38(1) of the 1952 Act;
 - Whether a Notice of Damage has been filed in respect of the property and, if so, whether the claim was accepted and, if so, how the claim was discharged;
 - Whether claims in respect of the property have been commuted by a once and for all payment of compensation;
 - Whether the compensation provisions of the 1952 and 1964 Acts would apply should the property be affected at some future date by subsidence due to brine pumping.
19. Claims made under the Cheshire Brine Pumping (Compensation for Subsidence) Acts 1952 and 1964 are property specific. Consequently, where a property the subject of a claim under these Acts is subsequently demolished, the remaining land and/or any subsequent built property will not be deemed to have the original Notice of Damage filed against it, and the response in the report will reflect this position.
20. The report will not reveal the proximity in relation to the property of current or abandoned shafts, wells, boreholes or other entrances to salt workings, used in connection with brine pumping or current or abandoned salt mine workings and associated shafts and no comment will be made regarding the likelihood

of the property being affected by such works for which the Brine Board has no responsibility. The enquirer may need to make separate enquiries regarding such matters to the appropriate sources of information in certain areas where these are known to exist or have been worked. For the avoidance of doubt, the responsibilities and information held by the Brine Board does not extend to the working of salt and/or brine in Droitwich, Manchester or any other area outside the defined Compensation District.

21. The Brine Board is not connected with the industry of salt extraction and cannot therefore supply details of current natural or controlled brine pumping activities or any proposals for the future development. If this information is required it is suggested that an enquiry be directed to the operator or reference made to the Cheshire County Minerals Plan prepared by the Cheshire County Council Planning Department.

BGS Data

22. The BGS was formed in 1835 and holds geological information in many forms: as maps, borehole records, rock samples and databases of the chemical, physical and geotechnical properties of the geological materials that make up the natural ground conditions and landform of Great Britain. The information in the ground stability report from BGS is based on, and limited to, their own expert interpretation of the geological data that they hold.
23. The report is concerned with potential ground instability related to natural geological conditions only. This includes shrinkable clay, running sand, compressible deposits, collapsible deposits, natural landslide activity and soluble rocks. The information from BGS reported in the ground stability report does not cover any man-made hazards, such as contaminated land or mining. The information from the Coal Authority reports on coal mining activity.
24. The report is based on and limited to an interpretation of the records in the possession of BGS and as provided to the Coal Authority at the time the search is answered. This ground stability search uses the BGS GeoSure database which is based on 1:50,000 scale digital geological mapping. The answers given should only be treated as indicative for the property and its surrounding area.
25. Other more specific and detailed information may be held by BGS for the site, and an assessment of this could result in a modified assessment of ground stability potential. This more detailed assessment is available via the BGS website at www.bgs.ac.uk.
26. The BGS information in the ground stability report is carried out for a rectangle or circle centred on the digitised boundary of the property covering the extent of the digitised boundary and including a 50 metre zone around it, which takes into account the accuracy of the geological hazards data reported.
27. An indication of natural ground instability does not necessarily mean that the subject property will be affected by subsidence. Such an assessment can only be made by inspection of the property itself by a qualified professional. This

will take into account a variety of contributing factors, such as property type and build quality, and nearby vegetation, in particular, trees.

Other Third Party Data

28. Where additional data from third party data providers is included within or combined with Reports the provision of this data is subject to the terms and conditions of the third party data holder. This includes but is not limited to instances where the Authority prepares a CON29M mining report which is combined with another report from a third party data provider, for example a flood, ground stability and/or environmental screening report (“Combined Report”). In the event of any conflict of meaning or effect for the avoidance of doubt the Authority’s terms and conditions take precedence over any third party terms and conditions in so far as they relate to the Authority.

Title Deeds, Mining Leases, Severance Instruments and Agreements

29. Reports will not refer to or deal with rights under title deeds nor the existence (or the relevance to any claim affecting the property) of coal mining leases, instruments of severance or agreements with licensed operators, the Authority, British Coal Corporation, National Coal Board or the Coal Commission which may provide the basis of an alternative entitlement to compensation or repair or otherwise affect the position of enquirers.

Other Minerals

30. 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 for example (www.bgs.ac.uk) - 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

31. With regard to liability, if any, for negligence, any service related error or error in the coal mining information replies contained in the Reports is the responsibility and liability of the Coal Authority. Any error in the natural subsidence hazard information contained in the Reports is the responsibility of the British Geological Survey. Any error in the brine subsidence claim information replies contained in the Reports is the responsibility of the Cheshire Brine Subsidence Compensation Board.
32. Where the Authority prepares a Combined Report the responsibility for the ground stability, flood and environmental screening information is with the

relevant third party data provider and not the Authority. For the avoidance of doubt the Authority is responsible, if at all, only for the CON29M mining report element of any Combined Report and only in those cases where the Authority has produced the CON29M mining report element for inclusion in the Combined Report.

33. Any liability of the Authority and/or the BGS and/or the Brine Board for negligence in giving Reports shall extend for the benefit of not only the person by or for whom the report is made but also of a person to whom a purchaser's interest may be assigned and who or whose agent had knowledge before the date of such assignation, of the contents of the report. Such extension of liability to another (who did not purchase the report from the Authority) is limited to a purchaser, lessee or mortgagee of the property and not others (e.g. other recipients of Reports on title etc).
34. Subject always to clause 7 there is no time protection afforded to Reports. Whether a person can rely on a past report of a particular property (whether purchased by that same person or another) depends upon all the circumstances of the case including how recently it was purchased, its contents, the nature of the property and the persons intentions in relation to it (including development). Licensed operators plans for mining may change as may other relevant information available to the Authority, BGS and the Brine Board. 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 90 days from its date of issue and must thereafter be verified as still being up-to-date, either by ordering a fresh Report or by using any available update service provided by the Authority, BGS and Brine Board.
35. The Authority, BGS and the Brine Board shall be deemed not to know the purpose for which Reports are required even if such purpose is made known to them. Neither the Authority, BGS or the Brine Board makes any warranties or representations as to either the suitability of land/property for any particular use or purpose or its value, and shall not in any circumstances be liable for any loss or damage at all arising from reliance on Reports in relation to these matters.
36. Property owners may have the benefit of remedies under the Coal Mining Subsidence Act 1991, which contains provisions relating to the making good, to the reasonable satisfaction of the claimant, of physical damage from coal mine workings, including disused coal mine entries. A DTI leaflet setting out the rights and obligations of the person responsible for subsidence damage under the 1991 Act and otherwise can be obtained from Protecting the Public in Coal Mining Areas page or by telephone on 0845 762 6848.
37. Should the enquirer or user of the search believe there to be any personal or financial connection between the Coal Authority as provider of the ScotForm (2006) search report, the Coal Authority and Brine Board as provider of CON29M 2006 edition search reports, and the Authority, Brine Board and the British Geological Survey in the case of ground stability reports, and any other person involved in the sale of the subject property, they should make this known to us at the time of making the request.

Coal Mine Shafts and Adits (mine entries)

38. Shafts are vertical or near vertical entrances sunk from the surface to access underground mine workings, Adits are walkable entrances driven from the surface to access underground mine workings. Adits may be horizontal, or slope upwards or downwards. Shafts and adits are collectively referred to as “mine entries”.
39. Information in CON29M and Ground Stability Reports relating to mine entries (within 20 metres of the boundary of the property) will be prepared only from the records in the possession of the Authority. These records may not be complete. Given the indeterminate accuracy of many of the source records, the Authority 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.

In the event that new mine entry information becomes available to the Authority within 90 days of the issue of a CON29M report the Authority will notify the customer, as soon as reasonably practicable, informing them of the change and the nature of the change.

40. With effect from 31st October 1994 British Coal’s interests in unworked coal and coal mines became vested in the Authority. In most cases (but not all) any mine entries will be owned by the Authority and not the adjacent land owner.
41. The Authority uses information provided by British Geological Survey (BGS) in its Interpretive Report Service in accordance with a Value Added Reseller Agreement between BGS and the Authority. The Authority cannot and does not warrant that the BGS data is complete or accurate and accepts no liability for the thickness of superficial drift deposits and other data provided by BGS.

Shallow Coal Workings

42. Where coal workings are reported as having occurred at shallow depth the Authority is unable to confirm that ground movement should have stopped by now. Likewise, where the Authority 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

43. No comment is made in Reports about the existence of conjectured surface fault positions shown on geological maps (published by British Geological Survey) which are not known to the Authority to have affected the stability of the property as a result of coal mining activities.

Miscellaneous

44. During the production of Reports by the Authority, the address (but not the boundary) of the subject property as provided by the enquirer may be corrected to match the Royal Mail's Address File (PAF). The Authority also reserve the right to add the address details to a database and have the right to make such use of that data at its discretion.
45. In reporting whether or not a property lies within a former opencast site from which coal had been extracted by opencast methods, depending on the age and source of information available to the Authority, the opencast site boundary may be limited to the specific area where coal was believed to have been extracted and not to the overall site boundary or excavation area.

Plans

46. The Authority provides with each Report a plan of the boundaries of the property in respect of which the Report has been prepared. It is necessary for enquirers to ensure that such boundaries correspond with those of the property. If the boundary of the property shown on the Authority plan does not so correspond, any discrepancy should be resolved by enquirers with the Authority. If the discrepancy is not referred by enquirers to the Authority within 28 days of the date of the report in question, enquirers will have to make a fresh search with payment of the appropriate fee.
47. The property will be located with reference to Ordnance Survey (OS) digital publications. The Authority cannot and does not warrant that the OS information is up-to-date, complete or accurate and accepts no liability for the plotted position of property as shown on published OS maps.
48. Information supplied in plan form within the body of Reports should not be enlarged to any greater scale than that at which it is originally supplied or accuracy will be affected.

Mining Surveys and Site Investigations.

49. A coal mining report whether purchased on its own or as part of a ground stability or Combined Report is not a substitute for site investigation or a mining survey. Enquirers will have to assess whether a site investigation or mining survey 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 development. There are experienced mining surveyors and structural engineers in all coal mining and other areas able to advise as to what further enquiries, mining surveys or site investigations should be made.

Mining Reports and Ground Stability Reports Insurance

50. Insurance cover will be provided to owners of property to mitigate against any loss of value attributable to any material change of any of the information in a subsequent residential CON29M (2006) or ScotForm (2006) report from that contained in the CON29M (2006) or ScotForm (2006) report to which the insurance attaches. The period of insurance cover is the full term of ownership. The amount of insurance cover is:
- Up to £20,000 where a residential Report was obtained from the introduction of the scheme in October 2003 to the end of April 2008;
 - or
 - Up to £50,000 where a report was obtained after May 2008
51. Insurance cover will be provided to owners of property to mitigate against any loss of value, up to a maximum of £50,000 or 25% of the market value of the property (whichever is the least), attributable to any material change of any of the information in a subsequent residential Ground Stability Report from that contained in the Ground Stability Report to which the insurance attaches. The period of insurance cover is 25 years.
52. It is suggested that the report and insurance certificate should be kept with the title deeds. The insurance cover takes account of circumstances where a report was obtained by the seller of the property as part of a Purchaser's Information Pack or where the property is being sold by way of auction. Cover is also provided where a report is obtained in the event of a remortgage of the property or where the owner simply elects to obtain a fresh report.
53. The insurance does not cover non-residential property; neither does it cover physical damage to property caused by coal mining subsidence or brine subsidence for which other more powerful remedies already exist, in particular, but not limited to, the Coal Mining Subsidence Act 1991 and the Cheshire Brine Pumping (Compensation for Subsidence) Acts 1952 and 1964.
54. The insurance does not cover the non-CON29M mining report element of a Combined Report.
55. The insurance is not a substitute for any normal homeowner building and contents insurance cover.
56. The insurance is underwritten by Groupama Insurance Company via Legal & Contingency Ltd. The insurance certificate provided with the residential report outlines the terms and conditions of this insurance.

Mining Report and Ground Stability Report Information

57. In respect of each Residential Property Search, reports will provide summary information according to the records in the possession of the Authority and the Brine Board, and in the case of residential ground stability reports, information also in the possession of BGS, relating to those matters referred to below on the basis of and subject to the terms and conditions referred to in paragraphs 1 to 55 inclusive above. For each search the report will include the following information:

Information from the Coal Authority:

Past underground coal mining

- Whether the property is within the zone of likely physical influence on the surface of past underground working based on the principle of 0.7 times the depth of the working allowing for seam inclination. The Authority will indicate the number of seams involved, minimum and maximum depth and the approximate last date of working.
- An indication of whether ground movement should now have stopped (when the circumstances are considered appropriate). Where coal workings are reported as being at shallow depth the Authority is unable to confirm that ground movement should have stopped by now.
- An indication of the likely existence of unrecorded coal workings. (Where these are reported as believing to lie at or close to the surface, future ground movement may still subsequently occur).

Present underground coal mining

- Whether the property is within the zone of likely physical influence on the surface of present underground coal workings based on the principle of 0.7 times the depth of the working allowing for seam inclination. The seams involved are indicated.

Future underground coal mining

- Whether the property lies within the geographical area for which the Authority are determining whether to grant a licence, or have granted a licence, to remove coal by underground methods. The date of any granted licence is also given, together with advice as to whether the licence is conditional.
- Whether the property is within the zone of likely physical influence on the surface based on the principle of 0.7 times the depth of the currently planned future underground working allowing for seam inclination. An indication will be given of the seams involved and approximate date of working.
- Information as to whether further workable coal is known or thought to exist.
- Whether any notice of proposals relating to underground coal mining operations have been given under section 46 of the Coal Mining Subsidence Act 1991 (as amended by the Coal Industry Act 1994), and if so details are given of the date of the last notice.

Shafts and adits

- Details of any shafts or adits within the property and/or within 20 metres of the boundary of the property.
- Brief treatment details are given, where known.
- A plan showing the approximate location of any shafts and/or adits is provided.
- Where any shafts or adits are disclosed in Reports for residential property (excluding pre-build plots), details will be provided as to the procedure and cost of obtaining an optional, follow-up Interpretive Report which provide more detailed analysis, risk assessment and advice about mine entries.

Coal mining geology

- Whether the Authority have record of a fault or other line of weakness that is known to the Authority to have made the property unstable.

Past opencast coal mining

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

Present opencast coal mining

- Whether the property is within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future opencast coal mining

- Whether the property is within 800 metres of an area for which the Authority are determining whether to grant a licence to remove coal by opencast methods.
- Whether the property is within 800 metres of an area for which a licence to remove coal by opencast methods has been granted by the Authority.

Subsidence

- The date of any damage notice or claim made for alleged coal mining subsidence damage since 31st October 1994.
- Whether the claim was accepted, rejected or whether liability is still being determined.
- Where a claim has been discharged, whether this was by making good or by payment of compensation or a combination of both. No details of the works to make good will be given but an indication of the cost of repairs/compensation or both will be included. (additional information may be available, subsequent to receipt of a report, and payment of an additional archive research fee).
- Where a claim has been transferred to a mine operator part way through the claim the cost included in the property search will be only the element paid by the Authority.
- Whether there is any current "stop notice" concerning the deferment of remedial works or repairs affecting the property, and if so the date of the notice.
- Whether there has been any request made for preventive works under section 33 of the Coal Mining Subsidence Act 1991. If yes, whether the Authority is aware of any person to have withheld consent or failed to comply with any request to execute preventive works.
- The number of claims made within 50 metres of the property boundary.

Mine gas emissions

- Whether the Authority, since its creation in 1994, have record of any mine gas emission within the boundary of the property being reported that subsequently required action by the Authority to mitigate the effects of the mine gas emission. The report does not include reference to any alleged mine gas emission not subsequently accepted by the Authority as being related to coal mining activity, e.g. natural gas and other non-coal mining related gas emissions, or mine gas emissions not the subject of any subsequent remedial

works by the Authority. (Additional information may be available, subsequent to receipt of a report and additional archive research fee).

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Emergency call-out surface hazard incidents

- Whether, since its creation in 1994, the Authority have carried out any work on or within the boundaries of the property following a report of an alleged hazard related to coal mining under the Authority's Emergency Surface Hazard Call Out procedures. The report does not include reference to any reported hazard incident not subsequently accepted by the Authority as being caused by coal mining activity. (Additional information may be available, subsequent to receipt of a report and additional archive research fee).

Reports for non-residential or sites within the coal mining areas will also include the following additional information:

Withdrawal of support

- Whether the site lies within a geographical area in respect of which a notice of entitlement to withdraw support has been published. The date of any notice is provided.
- Whether the site lies within a geographical area in respect of which a revocation notice has been given under section 41 of the Coal Industry Act 1994. The date of any notice is provided.

Working facilities orders

- Whether the site lies within an area affected by an order in respect of the working of coal under the Mines (Working Facilities and Support) Acts of 1923 and 1966 or any statutory modification or amendment thereof. The date of any such notice is provided.

Payments to Owners of Former Copyhold Land

- Whether any relevant notice which may affect the property has been given and, if so, details of any notice of retained interests in coal and coal mines, acceptance or rejection notices and whether any compensation has been paid to a claimant.

Additional Information:

58. Where the Authority offer and provide a No Search Required Certificate (online service only) to confirm that a CON29M (2006) coal mining and brine subsidence claim search or a ScotForm (2006) coal mining search is not required for a particular property, this does not and should not be deemed to confirm:
 - that no coal mining strata is present, nor
 - that some part of any coal resources present will (subject to obtaining planning permission and any necessary licences) not be worked at some future date, nor

- that minerals other than coal have not been worked in the vicinity of the property, nor
 - that the property is not affected by any natural ground subsidence hazards, including, but not restricted to, shrinkable clay, running sand, compressible materials, collapsible materials, landslide activity or soluble rocks including limestone, chalk, gypsum or salt, nor
 - that the property is not affected by any flood, contaminated land or other environmental consideration.
59. 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.
60. The response to mining searches made for land and property lying outside of the Authority's defined coal mining areas will either state that the property lies outside any defined coalfield area or provide negative responses to each and every question and sub-question on the CON29M (2006) and ScotForm (2006) enquiry form and as set out here in clause 56.

Information from the Cheshire Brine Subsidence Compensation Board

61. The CON29M (2006 edition) coal mining and brine subsidence claim search, and ground stability reports in England and Wales, will report:
- Whether the property is situated within the Cheshire Brine Compensation District prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952;
 - Whether the property is within a Consultation Area prescribed by the Brine Board under the provisions of section 38(1) of the 1952 Act;
 - Whether a Notice of Damage has been filed in respect of the property and, if so, whether the claim was accepted and, if so, how the claim was discharged;
 - Whether claims in respect of the property have been commuted by a once and for all payment of compensation;
 - Whether the compensation provisions of the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952, and 1964, would apply should the property be affected at some future date by subsidence due to brine pumping.
62. Where the property lies outside the Cheshire Brine Subsidence Compensation District, the report will state that the property is not in the Cheshire Brine Compensation District prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952 and no entries were found in the Boards records, rather than provide negative responses to each and all of the headings listed here in clause 60.

Information from the British Geological Survey (BGS)

63. The ground stability report will report whether the property is in an area where shrinkable clay, running sand, compressible deposits, collapsible deposits, potential landslide activity or soluble rocks are present.

Shrinkable clay

- Whether the property is within an area underlain by shrinkable clay, and, if so, whether this is of low, medium or high plasticity.
- An indication of whether ground movement (subsidence) could occur.

Running sand

- Whether the property is within an area underlain by running sand, and, if so, whether this is of low, medium or high likelihood.
- An indication of whether ground movement (subsidence) could occur.

Compressible deposits

- Whether the property is within an area underlain by deposits which could be compressed and cause ground movement, and, if so, whether this is of low, medium or high likelihood.
- An indication of whether ground movement (subsidence) could occur.

Collapsible deposits

- Whether the property is within an area underlain by deposits which could collapse and cause ground movement, and if so, whether this is of limited or high likelihood.
- An indication of whether ground movement (subsidence) could occur.

Landslide activity

- Whether the property is within an area susceptible to landslide activity, and, if so, whether this is of low, medium or high likelihood.
- An indication of whether landslide activity is likely to occur.

Soluble rocks

- Whether the property is within an area underlain by soluble rocks, and, if so, whether this is of low, limited or high likelihood. The four soluble rocks considered by this report are limestone, chalk, gypsum and salt.
- An indication of whether ground movement (subsidence) could occur.

There may be uneven damage or subsidence if the property is on ground that moves. Notwithstanding the natural instability conditions reported, or otherwise, users should always consider the possible consequences before they:

- carry out any building or excavation work;
- alter the ground surface or drainage of surface or ground water; or
- plant or remove large shrubs or trees.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

In the event that a property is damaged by ground movement, property-owners should contact their insurance company and any one else who has an interest in the property, for example, the mortgage lender.

Where the ground stability report identifies that ground movement (subsidence) could occur, home-owners should tell their professional advisers, insurers, valuers and lenders.

Information from other third parties

64. Information, terms and conditions and user guidance on any data element from a third party data provider in a Combined Report is available from the relevant third party data provider.

Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact:

The Coal Authority.
Property Search Services
200 Lichfield Lane,
Mansfield,
Nottingham,
NG18 4RG;

Telephone: 0845 762 6848
Fax: 01623 637 338
Email: groundstability@coal.gov.uk

Please quote the property search reference number.

65. If the matter is not resolved to your satisfaction, please write to:

The Coal Authority.
Quality Assurance and Compliance Officer,
Property Search Services,
200 Lichfield Lane,
Mansfield,
Nottingham,
NG18 4RG.

66. If the matter is still not resolved to your satisfaction or if you are not satisfied with how your complaint has been handled, you should write to:

The Standards Manager
Office of Public Sector Information
102 Petty France
London
SW1H 9AJ
Telephone 0208 876 3444

67. You may also have a right to referral to the Parliamentary Ombudsman:

The Parliamentary Ombudsman,
Millbank Tower,

Millbank,
London.
SW1P 4QP

Telephone: 0845 015 4033

Fax: 020 7217 4000

Email: phso.enquiries@ombudsman.org.uk

Web Site: www.ombudsman.org.uk (to make a complaint online)

68. Enquiries are made and the replies prepared in accordance with the Coal Authority's, Cheshire Brine Subsidence Compensation Board's and the British Geological Survey's Terms and Conditions 2006 (as amended from time to time), User Guide 2006 and the Law Society's Guidance Notes 2006. These are available to view at www.groundstability.com and www.coal.decc.gov.uk, or by contacting the Coal Authority's Customer Service Team on 0845 762 6848 or by email to groundstability@coal.gov.uk. These terms and conditions apply regardless of the method used to order and receive Reports.
69. In addition to the above clause 68 enquiries made and replies prepared for the non-CON29M element of Combined Reports are in accordance with the terms and conditions of the third party data provider.

Terms and Conditions for the Provision of Ground Stability Reports

71. Notwithstanding the foregoing, ground stability reports will be issued subject to the additional terms and conditions set out below. A copy of these terms will be appended to each ground stability report.

Definitions:

72. In these Terms the following words have the following meanings:

“**BGS**” means the British Geological Survey of Kingsley Dunham Centre, Keyworth, Nottingham, NG12 5GG, a component organisation of the Natural Environment Research Council;

“**CA**” means the Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG;

“**Customer**” means the person, firm or company placing the Order, either on its own behalf as User or as agent for a User;

“**Guidance**” means the relevant current version of the Guidance Notes and User Guide for the Report, available on request and displayed on the Website;

“**Order**” means any request for a Report made by the Customer;

“**Property**” means the address or location specified by the Customer in the Order;

“**Report**” means a ground stability report (in printed, electronic or any other form) which combines information on coal mining, brine subsidence claims (England &

Wales only) and natural ground movement which has been prepared by CA in respect of the Property using data from, amongst others, the Suppliers and to which these Terms apply;

“**Supplier(s)**” means all or any of CA and/or BGS;

“**these Terms**” means these terms and conditions, incorporating the Guidance (if and to the extent of any conflict between these Terms and the Guidance, the provisions of these Terms will prevail);

“**User(s)**” means the person or persons so described in Clause 87; and

“**Website**” means CA’s website for the provision of the Reports service (currently www.groundstability.com).

Terms:

73. These Terms apply to the provision of Reports by CA to the Customer and/or the User.
74. The Customer and the User agree that the placing of an Order indicates their acceptance of these Terms.
75. These Terms shall apply to the exclusion of all other terms and conditions.
76. The Coal Authority reserves the right to change these Terms from time to time with immediate effect and without prior notice. Any changes to these Terms will be displayed on the Website. Placement of Orders after any such variation will be deemed to be an acceptance of these Terms as amended in respect of Reports which are provided in response to Orders placed after the variation is made.
77. Where the Customer is acting as an agent for a User, the Customer will provide a copy of the Report and these Terms to the User.

Limitations of the Report

General

78. The Report is prepared with due skill and care, 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

79. The Report has been prepared by CA using information held by CA, together with information supplied to it by BGS. The Report is based on, and is limited to:
 - the specific features identified in the Report, as more particularly described in the Guidance; and
 - each Supplier’s interpretation of the records it holds relating to the particular features for which the Report states that the Supplier is

responsible (and, in the case of information from BGS, as provided to CA) at the time the Report is prepared.

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 (see further Clause 80). 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.

80. Without prejudice to the generality of Clause 79:

- (a) information from CA is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types mining, which is not searched as part of the Report;
- (b) information from BGS relates solely to the following six natural ground stability hazards: shrinkable clay; running sand; compressible deposits; collapsible deposits; landslide activity; and soluble rocks. It does not cover any other geological hazards, or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the Property which are not searched as part of the Report and consequently the Report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the Property; and
- (c) information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale. The Customer and the User therefore acknowledge that BGS may be able to provide a more specific and detailed interpretation relating to the geological conditions and ground stability at the Property than that which is included in the Report. A more detailed interpretation is available via the BGS GeoReports service on BGS's website www.bgs.ac.uk

81. 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.

82. 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.

83. 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. Where this Report is for a residential property, insurance is included to cover loss in property value caused and arising from these circumstances. The Report includes a policy and key facts summary which outlines the significant features, benefits and limitations of the cover

provided. The full terms, conditions and exclusions are shown in the policy document.

Maps

84. 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 CA 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 the CA within 28 days after the issue date of the Report and CA will, in the case of error by CA, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.
85. The Property has been located using Ordnance Survey ("OS") mapping. The Suppliers do not warrant that the OS information is complete or accurate and accept no liability for the plotted position of the Property as shown on OS maps. Further, the relative position between surface features and coal mining and other geological features may differ between OS maps and the Suppliers' maps used to prepare the Report, depending upon when the Suppliers' maps were prepared.
86. The plan or plans accompanying the Report must not be enlarged otherwise the accuracy will be affected.

Reliance on the report

Who may rely on the Report:

87. 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 90 and 97 to 101 (inclusive).

Extent of Reliance:

88. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.
89. 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 (90) days after its date of issue.

In the event that new mine entry information becomes available to the Authority within 90 days of the issue of a CON29M report the Authority will notify the customer, as soon as reasonably practicable informing them of the change and the nature of the change.

90. 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.
91. 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

92. 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.
93. 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 CA
94. 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

95. 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

96. 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 84.

97. 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.

98. Except in the circumstances described in Clause 97 the total liability of the Suppliers to the Customer and the User arising from an error in the Report caused by negligence, breach of contract or in any other way will be limited to:

- a) the reasonable costs of carrying out necessary remedial work on the Property reasonably promptly; or
- b) the difference between the true market value of the Property and the market value of the Property on the basis of the Report at the time of reliance on the Report in accordance with these Terms.

99. Except in the circumstances described in Clause 100 in these terms and conditions or to the extent that a Supplier is found to be liable for the losses described in Clause 98 (a) or (b) arising from an error in the Report, the Supplier will not be liable to the Customer or the User for: loss of business, goodwill, profits or savings, loss of use or opportunity, lost or wasted staff time or for any indirect or consequential loss (whether arising from negligence, breach of contract or in any other way) even if the Customer or User was advised of or knew of the likelihood of that loss or type of loss arising.

100. Nothing in these Terms excludes or limits the liability of the Suppliers for death or personal injury caused by their negligence, or for fraud.

General

101. The headings in these Terms are for ease of reference only and do not affect their interpretation or construction.
102. Use of the singular includes the plural and vice versa, and use of any gender includes the other genders.
103. The benefit of these Terms cannot be assigned or transferred by the Customer or the User without the Suppliers' prior written consent. The Suppliers may assign any or all of their rights and obligations under these Terms without prior notice.
104. These Terms (together with the Order and the Guidance) represent the entire agreement relating to the supply of the Report and the relationship which that supply creates between the Suppliers and Customers and Users. No prior statement, representation or arrangement of any nature (whether written or oral) will add to, vary or waive terms of this agreement and the Customer and the User acknowledge that they have not relied on any statement or representation made by or on behalf of CA or any other Supplier in agreeing to enter into this agreement. Nothing in this Clause 104 will operate to limit or exclude liability for fraud.
105. The illegality or invalidity of any part of these Terms will not affect the legality or validity of the remainder of these Terms.
106. Except to the extent that these Terms confer benefits on the Suppliers and the Users, no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999.
107. Should the enquirer or user of the search believe there to be any personal or financial connection between the Coal Authority as provider of the ScotForm (2006) search report, the Coal Authority and Brine Board as provider of the CON29M (2006) search, and the Authority, Brine Board and the British Geological Survey in the case of ground stability reports, and any other person involved in the sale of the subject property, they should make this known to us.
108. These Terms are governed by English law. The English courts (where the Property is situated in England or Wales) and the Scottish courts (where the Property is situated in Scotland) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with them.
109. The Data Controller for this website is the Coal Authority. Any information provided to the Coal Authority will be held securely and in accordance with the Data Protection Act 1998. Your personal details will not normally be disclosed to third parties. In some circumstances, however, we may need to disclose your personal details to a third party so that they can provide a service you have requested, or fulfill a request for information. Any information about you that we pass to a third party will be held securely by that party, in accordance with the Data Protection Act 1998, and used only to provide the services or information you have requested. The Coal Authority's online Property Search Service (www.groundstability.com) uses cookies in order to run the application but these are not permanent cookies and expire

after you have left the site. Contact name, address and email information is gathered from you for use in the production of a coal mining report only. This information is not disclosed to third parties and is stored on a secured server. Card payment details are not gathered by the Coal Authority but are dealt with entirely by the WorldPay service

These terms are available in larger print for those with impaired vision or at www.groundstability.com