

**COAL**

REGULATED NO COAL & BRINE SEARCH CERTIFICATE

PASSED**Report on:**

Sample Address

Professional Opinion:

Within the scope of this assessment, the Site is not considered to be susceptible to coal or brine mining-related ground instability. Any identified mining features are considered unlikely to impact the value or security of the Site for normal lending purposes and will not impact upon the completion of this transaction.

Search Details:**Date:** 01/07/2023**Client Reference:** Sample Reference**Report Reference:** Sample Reference**No Coal Mining****No Cheshire Brine Extraction****Additional Remarks:**

This No Coal Search Certificate provides an expert certification that the site is not affected by past, current or future Coal or Cheshire Brine mining hazards. The assessment is based upon Coal Authority data, interpreted within our database of abandoned mine plans, maps, records and archives.

Insurance:

This No Coal Search Certificate includes No Coal and Brine Search protection, up to a loss in value of £100,000, protected by an indemnity policy through CLS Property Insight Limited through their insurer Great Lakes Insurance SE, UK Branch. Please note that claims are subject to the terms and conditions of the policy that Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) hold with CLS Property Insight Limited. Terms of this policy can be found on pages 4 & 5.

Dye & Durham's (UK) Limited (formerly Terraforma IDC Limited) terms and conditions also provide liability cover of £10 million per report, per claim.



Assessed by the:

**Geohazard
Risk Team**

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FURTHER INFORMATION

Limitations

This No Coal & Brine Search Certificate has been carried out with reference to official licensed British Geological Survey, Coal Authority data and Dye & Durham's (UK) Limited (formerly Terraforma IDC Limited) bespoke database, which includes an extensive collection of abandoned mine plans, maps, records and archives in our possession.

From this material, we have endeavoured to provide as accurate a report as possible. It should be realised that totally unrecorded or unindicated surface mineral workings can exist between known past underground mineral workings and therefore Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) cannot be held responsible for any settlement or subsidence problems as a result of a Site being affected by unrecorded surface mineral extraction features.

It is a 'remote' investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk-based environmental assessment of the Site. The Certificate does not include a Site Investigation nor does Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) make specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should be used in connection with adjacent properties as only relevant known mining features have been mentioned and any known features that could potentially have a direct influence open the target Site. Other features which may be present in the general area may have been omitted for clarity.

This report is confidential to the client, the client's legal advisor and the client's Mortgage lender, as defined in the Dye & Durham® (UK) Limited (formerly Terraforma IDC Limited) terms and conditions, and as such may be used by them for conveyancing or related purposes. We have no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copies, altered or in any other way distributed by any other person or organisation.

Terms & Conditions

This report is provided under the Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) Terms and Conditions, a copy of which is available on our website at: https://www.terraformaidc.co.uk/terms_and_conditions. They provide a limit of liability per report of £10 million, backed by a Professional Indemnity Insurance; details available on request.

Copyright Statements

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

This report may contain public sector information licensed under the Open Government License v3.0

Important Consumer Information

This search has been produced by Dye & Durham - Address: Imperium, Imperial Way, Reading, RG2 0TD;
Email: insight-info@dyedurham.com; Telephone: 0330 900 7500 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.



For any mining or ground related issues
please contact our experts

Call us on: 0330 900 7500

Email our team: insight-info@dyedurham.com

The Search Code

The Search Code:

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

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

The Code's core principles: Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports;
- act with integrity and carry out work with due skills, 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

CONTACT US IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's initial 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 The Property Ombudsman scheme (TPOs). The Ombudsman can award you up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

If you wish to make a complaint directly to Dye & Durham (UK) Limited (formerly Terraforma IDC Limited), 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: Senior Executive, Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) - Address: Imperium, Imperial Way, Reading, RG2 0TD; Email: insight-info@dyedurham.com; Telephone: 0330 900 7500.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to the Property Ombudsman scheme (TPOs). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

TPOs Contact Details:

The Property Ombudsman Scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire, SP1 2BP

Tel: 01722 333306, Fax: 01722 332296, Web: www.tpos.co.uk. Email: admin@tpos.co.uk. You can get more information about the PCCB from www.propertycodes.org.uk or from our website at www.terrafirmasearch.co.uk.

WE TRUST THIS REPORT PROVIDES THE INFORMATION YOU REQUIRE. PLEASE CONTACT US IF YOU HAVE ANY QUERIES OR IF WE CAN BE OF ANY FURTHER ASSISTANCE.



Coal & Brine Report Insurance Backed Guarantee

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

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




Policy Number: GESI 0035553CV	
Insurer	Great Lakes Insurance UK Limited Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Insured	Dye & Durham (UK) Limited (formerly Terraforma IDC Limited)
Purchaser	The person who buys the Search Report from the Insured, and/or any of the following: <ol style="list-style-type: none"> 1. The person who asked for the Search Report in connection with the purchase of the Property (and their mortgagee). 2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Search Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction. 3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Search Report. 4. Their estate and beneficiaries, to whom the benefit of the Policy will pass in the event of their death during the Period of Insurance.
Property	Any single residential property for which a Search Report is provided by the Insured for the benefit of the Purchaser during the Period of Insurance.
Search Report	The Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) Coal & Brine Report (or relevant Coal & Brine assessment section of any attached Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) report).
Limit of Indemnity	£100,000.00 in the aggregate in respect of any one Property
Effective Date	The date of the Search Report, provided by the Insured to the Purchaser being the date that cover will commence.
Period of Insurance	Cover for each individual Property will be from the Effective Date until the Purchaser of the Search Report either; <ol style="list-style-type: none"> (a) no longer has an interest in the Property, or, (b) until the date of a Subsequent Search Report is obtained by the Purchaser after the Effective Date, whichever is the sooner.
Insured Use	The continued use of the Property as a single residential house or flat as constructed and used at the Effective Date.
Cover	Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by a Purchaser made against the Insured resulting from inaccurate data having been incorporated into such Search Report.
Market Value	The value of the Purchaser's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insurer, but subject to General Condition 11.
Loss	<ol style="list-style-type: none"> 1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent Search Report obtained by the Purchaser, which was not revealed in the Search Report provided to the Purchaser, which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent Search Report, and 2. All other costs and expenses which have been agreed in advance by the Insurer.
Exclusions	The Insurer will not be liable to indemnify the Insured for: <ol style="list-style-type: none"> 1. Loss which is or would otherwise be recoverable under a building's insurance policy. 2. Loss arising wholly or partly because of the wilful act or neglect of the Insured. 3. Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property. 4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction. 5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date. 6. Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Search Report carried out at the Effective Date. 7. Loss in respect of the information in any subsequent Search Report after the Effective Date if this information also appears on the Search Report issued to the Purchaser on that date.

	<ol style="list-style-type: none"> 8. Loss in relation to any change to the CON29M (2018) Search form and/or the Search Report made after the Effective Date which affects the Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change. 9. Loss in relation to the contents of any brine data whatsoever contained within the standalone Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) CON29M Coal Report. 10. Loss in relation to any change in the interpretation of information upon which Search Report was produced provided such information remains unchanged. 11. Loss arising from claims made under this Policy by any party other than the Insured. 12. This Policy does not cover any Loss and/or any legal liability caused by or arising out of or in connection with any of the following: <ol style="list-style-type: none"> a) any malicious or non-malicious electronic data activity (including computer system failure and/or a cyber incident), including but not limited to any action taken in controlling, preventing, suppressing, or remediating any cyber act or incident. b) Radioactivity, including but not limited to contamination by radioactivity from any nuclear fuel, waste, weaponry, or equipment. c) War, invasion, civil war, rebellion, revolution, or a similar event. d) any act of terrorism, meaning an act including but not limited to the use of force, violence and/or threat, of any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear. 13. The Insurer will not provide any insurance cover or benefit and will not pay any sum if doing so would mean that the Insurer is actual or potential contravention of any sanction, prohibition or restriction imposed by any law or regulation applicable to the Insurer.
Claims Conditions	<ol style="list-style-type: none"> 1. It is a condition precedent of the Insurer's liability under this Policy that the Policyholder and/or the Purchaser will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested. 2. The Insurer will be entitled to decide how to defend or settle a claim. 3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Policyholder and/or the Purchaser will (to the extent reasonably practicable in the circumstances, but without limitation): <ol style="list-style-type: none"> (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer. (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer. (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation. (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present. (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance. (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request. 4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Purchaser against any successor to that Purchaser. 5. If at the time of any claim made under this Policy, there is any other insurance in place whether effected by the Purchaser or by any other person under which the Purchaser may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Policy only rateably with such other insurance. 6. If the Purchaser makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Policy will become voidable and all claims under it may be forfeited. 7. In the event of any claim under this Policy from a Purchaser where the Policyholder has failed to make the required declaration and/or has failed to pay the Premium due to the Insurer via the Administrator but the Insurer is still required to deal with the claim from the Purchaser, the Insurer will be entitled to seek recovery from the Policyholder of all claims monies paid to the Purchaser together with the amount of the Insurer's costs incurred in the handling of the claim.
Additional Information	<p>This is a summary of the policy and does not contain its full terms and conditions. A copy of the general conditions is available on request. In the event of a claim, please contact Dye & Durham (UK) Limited (formerly Terraforma IDC Limited) (the 'Insured') in the first instance. Dye & Durham (UK) Limited (formerly Terraforma IDC Limited)'s terms and conditions (https://www.terraformaidc.co.uk/terms_and_conditions) provide an assurance (section 3.8) that in the event of any successful claim, the award will be paid, in full, to the Customer/Purchaser.</p>



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Administrator	<p>CLS Property Insight Limited, 26 Kings Hill Avenue, West Malling, Kent, ME19 4AE. CLS Property Insight Limited can be contacted by email at info@clspropertyinsight.co.uk or by telephone on 01732 753 910.</p> <p> Property Insight</p>	<p> R P Partington Director</p> <p></p> <p>Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer</p>
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SAMPLE



For any mining or ground related issues
please contact our experts

Call us on: 0330 900 7500
Email our team: insight-info@duredurham.com