



Residential

Gypsum Search

Thorogood & Co
DX: 148060
Woking 12

Fax / E-mail: julia.nightingale@stlgroup.co.uk
Client Ref: SAMPLE
STL Reference: 1103548
Received Date: 11/10/2010

Property:

54 Bryncastell, Bow Street, Dyfed, SY24 5DE

Name and Address of Data Source:

British Gypsum Ltd
Geological & Mining Services, East Leake, Leic, LE12 6JQ



This search complies with the requirements of the Search Code, further details of which can be found at www.pccb.org.uk.

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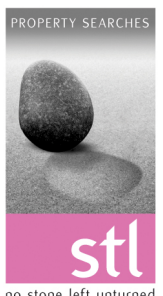
Complete searches on property online ontime www.stlgroup.co.uk



STL Group plc

Edbrooke House
St Johns Road
Woking
Surrey GU21 7SE

DX: 148060 Woking 12
Tel: 01483 715355
Fax: 01483 221854
Email: info@stlgroup.co.uk



SAMPLE

Our Ref: CRT-10-430
Your Ref: 1103548

8 October, 2010

Nicola Owen
STL Group plc
Edbrooke House
St Johns Road
Woking
Surrey
GU21 7SE

Dear Sirs

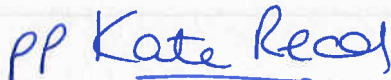
54 Bryncastell, Bow Street, Dyfed SY24 5DE

I refer to your letter of 29 September 2010 concerning a request for information relating to British Gypsum's mining activities in the vicinity of the above-mentioned site.

To the best of my knowledge there has been no gypsum or anhydrite mining under the property in question, neither are there any gypsum mine workings in the vicinity.

The minerals, gypsum and anhydrite, beneath the property are not in the ownership of the Company and the property is situated outside the present planning consent area for underground mining.

Yours faithfully
for **British Gypsum**



C R Thomas
Company Surveyor
Geological & Mining Services

STL Terms & Conditions

1. Definitions

In these Terms the following words shall have the following meanings:

- 1.1 "Company" means a company registered at Companies House in respect of which STL has been instructed to provide a Service.
- 1.2 "Information" means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.
- 1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.4 "Literature" means our brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.5 "Order" means the request for Services by You.
- 1.6 "Property" means an address or location for which STL provides a Service.
- 1.7 "Service(s)" means the supply of services by Us to You including but not limited to property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf.
- 1.8 "Supplier" means any organisation or third party who provides data or information of any form to STL for the purposes of providing the Services.
- 1.9 "Terms" means these terms and conditions of business.
- 1.10 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order with STL.
- 1.11 "Website" means our website located at www.stlgroup.co.uk
- 1.12 "We", "Us", "Our" and "STL" are references to STL Group plc a company incorporated in England and Wales with registered number 01171409 and whose registered office is situated at Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE. VAT number GB67724172
- 1.13 "Report" means local report prepared by us in respect of the Property.
- 1.14 "Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

2. Agreement

- 2.1 The agreement between You and STL shall come into existence when STL accepts your completed Order.
- 2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and STL to the exclusion of all other terms and conditions.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.
- 2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by STL. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3. Services

- 3.1 STL shall use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and STL does not warrant the accuracy or completeness of such information or data.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.
- 3.3 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.
- 3.4 A copy of the Report, may be made for inclusion in a Home Information Pack, provided such copy complies with the provisions of Schedule 6, Paragraph 5 (b) of Home Information Pack (No.2) Regulations 2007.

4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling as set out in the Literature. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to STL.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.
- 4.3 STL reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, STL may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.

5. Cancellation of Services

- 5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing as soon as reasonably practicable after the Order has been submitted. Unless otherwise agreed by Us in writing, You shall remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.

6. Termination

- 6.1 STL may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:
 - (i) You fail to make any payment due in accordance with Term 4;
 - (ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
 - (iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.
- 6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.
- 6.3 STL reserves the right to refuse to supply any or all Services to You without notice or reason.

7. Events Beyond Our Control

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question

continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement.

8. Warranties and Limitation of Liability

- 8.1 We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.
- 8.3 The information contained in the Services and/or the Report is obtained by STL from its Suppliers and therefore STL cannot control its accuracy or completeness, nor is it within the scope of STL's Services to check the information provided by its Suppliers. Accordingly, STL shall not in any circumstances be liable for any faults, errors, omissions or inaccuracies of whatever nature in the information contained in the Reports and/or Services which is due to or caused by the Supplier EXCEPT WHERE such fault, omission, error or inaccuracy is caused by STL's negligence and including negligent or incorrect entry of data by STL in the records searched, any negligence or incorrect interpretation by STL of the records searched and any negligent or incorrect recording of that interpretation by STL in the Report and/or Services provided by STL. STL shall not have any liability if the Services are used otherwise than in accordance with these Terms.
- 8.4 STL shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by STL.
- 8.5 In any event, and notwithstanding anything contained in these Terms, STL's total liability in contract, tort or otherwise shall not exceed [£2m] in respect of any single claim, event, or series of related claims or events.
- 8.6 STL shall not be liable for any defect, failure or omission relating to the Services that is not notified to STL within six months of the date of the issue becoming apparent and in any event within two years of the date of the Service.
- 8.7 You acknowledge that:
 - (i) You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of third party Suppliers or other suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services.
 - (ii) STL's only obligation is to exercise reasonable care and skill in providing the Service.
 - (iii) The Services do not include any information relating to the actual state of the Property or value or worth of the Company.
 - (iv) STL cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore STL cannot warrant the performance of any linked internet service not operated by STL.
 - (v) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.
 - (vi) Notwithstanding Term 8.6, You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
 - (vii) Time shall not be of the essence with respect to the provision of Services.
 - (viii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.
- 8.8 STL shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
- 8.9 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law
- 8.10 Unless otherwise indicated on the front page of the report, the person who conducted and prepared the search has not knowingly had any personal or business relationship with any individual involved in the sale of the property.

9. Intellectual Property Rights

- 9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either STL or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.
- 9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with STL change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 9.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

10. General

- 10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.
- 10.2 We may assign the agreement or any part of it to any person, firm or company.
- 10.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 10.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.
- 10.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.
- 10.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 10.7 Unless otherwise stated in these Terms, all notices from You to STL or vice versa must be in writing and sent to STL's registered office address as stipulated in Term 1.12 or Your address as stipulated in the Order.
- 10.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.