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24. All CoalSearchPlus+ reports are covered by professional indemnity insurance. The content of CoalSearchPlus+ coal mining search reports does not prevent any future claim being made by the Applicant against the Coal Authority in respect of coal mining related subsidence.
25. Any liability in the instance of negligence by CoalSearchPlus+ or its employees in the interpretation of coal mining data and/or the production and provision of coal mining reports will be limited to the extent of the CoalSearchPlus+ Professional Indemnity Insurance or the value of the loss caused by the negligence, whichever is the lower.
26. All CoalSearchPlus+ coal mining search reports give the information detailed in the services section of the CoalSearchPlus+ website and summarised in the report. Further explanation of this information is available in the Glossary and/or the Frequently Asked Questions areas of the CoalSearchPlus+ website. Alternatively contact CoalSearchPlus+ who will be happy to explain the content of a report.
27. The Request is fulfilled when all reports, data and/or information requested by the Applicant have been retrieved and/or compiled by CoalSearchPlus+ and delivered by electronic mail (e-mail) or fax or post or document exchange (DX) or a combination of these methods as required by the Applicant. Alternative delivery arrangements are at the discretion of CoalSearchPlus+.
28. If Requests for multiple reports, data and/or information relating to multiple addresses were made on a single order form these will be fulfilled individually by the delivery of the reports, data and/or information relating to each individual address being treated as an individual Request.
29. CoalSearchPlus+ is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of Document Exchange (DX), Royal Mail or internet service provider. Most retrieved data and/or information is archived by CoalSearchPlus+ and a copy may be requested by the Applicant. If the data and/or information could not be archived CoalSearchPlus+ reserves the right to treat the request as a new Request.
30. Delivery, by whatever agreed means, will be accompanied by an invoice. Delivery by electronic mail may be followed up with a paper invoice by post or DX. Where Applicants have agreed account facilities with CoalSearchPlus+ invoicing may be on a monthly basis. In all cases the Applicant agrees to provide CoalSearchPlus+ with remuneration for the full amount shown on the invoice, including all Fees, Taxes and Disbursements.
31. The Applicant will be liable for payment of the full invoice amount within 14 days from the date of receipt of the invoice. CoalSearchPlus+ reserve the right to charge for costs and expenses incurred in recovering late payments and to charge interest at the rate of 8% above the Bank of England base rate per annum for the full period that the payments are overdue.
32. Where full payment of the invoice is not made by the Applicant within 14 days from receipt of the invoice CoalsSearchPlus+ reserve the right to withdraw account facilities from the Applicant and cancel any individual agreements concerning fees or other Terms and Conditions that may have been made between the Applicant and CoalSearchPlus+.
33. Where possible the Applicant will receive Advance Notice of the cost of the Request, including all Fees, Taxes and Disbursements, prior to receipt of the invoice. This advance notice will take the form of the price for the service requested as published on the CoalSearchPlus+ website, or the price as individually agreed between CoalSearchPlus+ and the Applicant.
34. Additional Fees, Taxes and Disbursements may arise during the course of data and/or information retrieval, over and above Advance Notice costs as in clause 33. The Applicant is liable for any such additional costs. Where possible, the Applicant is notified of additional costs prior to fulfilment of the Request.
35. If the Applicant shall pay in advance of receipt of the invoice, then the Applicant remains liable for any underpayment.
36. Any overpayment on the part of the Applicant will be refunded. Arrangements for refunds are agreed on a case-by-case basis, through discussion between CoalSearchPlus+ and the Applicant.
37. The Applicant may cancel the Request in whole or in part at any time prior to Clause 27.
38. If the Applicant cancels the Request in whole or in part prior to Clause 27, the Applicant remains liable for all Fees, Taxes and Disbursements already accrued prior to the Cancellation.
39. CoalSearchPlus+ accept no liability for any loss incurred by the Applicant or the Applicants client where the Applicant is acting as an agent for a client, due to late fulfilment and delivery of the Request.
40. CoalSearchPlus+ accept no liability for any loss to the Applicant, or the Applicant's client where the Applicant is acting as an agent for a client, due to any negative outcome of a report provided in the process of the correct and accurate fulfilment of the Request.
41. Any disputes relating to the provision of coal mining search reports should be addressed to the Practice Principal, CoalSearchPlus+ in the first instance. Disputes will be settled according to the CoalSearchPlus+ complaints procedure detailed in each report.
42. Third Party and subcontractor Terms and Conditions shall apply in addition to these clauses. Should any conflict arise between CoalSearchPlus+ Terms and Conditions and Third Party or Subcontractor Terms and Conditions, then CoalSearchPlus+ Terms and Conditions prevail unless and until CoalSearchPlus+ expressly states otherwise in writing and/or courts of England and Wales establish otherwise.
43. No variation to these Terms and Conditions is effective unless and until CoalSearchPlus+ expressly agrees in writing.
44. CoalsearchPlus+ reserves the right to alter these terms and conditions as appropriate, without notice, at any time. Such amended Terms and Conditions will become effective upon publication on the CoalSearchPlus+ website.
45. These Terms and conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.

Appendix 5
Notes on Limitations

♣Solmek conditions of offer, notes on limitations & basis for contract (ref: version1/2014)

These conditions accompany our tender and supercede any previous conditions issued. Solmek will prepare a report solely for the use of the Client (the party invoiced) and its agent(s). No reliance should be placed on the contents of this report, in whole or in part by 3rd parties. The report, its content and format and associated data are copyright, and the property of Solmek. Photocopying of part or all of the contents, transfer or reproduction of any kind is forbidden without written permission from Solmek. A charge may be levied against such approval, the same to be made at the discretion of Solmek. Solmek was a trading name of Hymas Geoenvironmental Ltd.

Solmek cannot be held liable and do not warrant, or otherwise guarantee the validity of information provided by third parties and subsequently used in our reports. Solmek are not responsible for the action negligent of otherwise of subcontractors or third parties.

Site investigation is a process of sampling. The scope and size of an investigation may be considered proportional to levels of confidence regarding the ground and groundwater conditions. The exploratory holes undertaken investigate only a small volume of the ground in relation to the overall size of the site, and can only provide a general indication of site conditions. The opinions provided and recommendations given in this report are based on the ground conditions as encountered within each of the exploratory holes. There may be different ground conditions elsewhere on the site which have not been identified by this investigation and which therefore have not been taken into account in this report. Reports are generally subject to the comments of the local authority and Environment Agency. The comments made on groundwater conditions are based on observations made at the time that site work was carried out. It should be noted that mobile contamination, ground gas levels and groundwater levels may vary owing to seasonal, tidal and/or weather related effects. Solmek cannot be held liable for any unrecorded or unforeseen obstructions between exploratory boreholes and trial pits. This includes instances where previous structures on the site (buried man made structures) or the presence of boulder clay (cobbles and/or boulder obstructions) have been anticipated. All types of piling operations should make allowance for obstructions within the construction budget to accommodate this. Unrecorded ancient mining may occur anywhere where seams that have been worked and influence the rock and soil above. Dissolution cavities can occur where gypsum or chalk is present. Rotary drilling is the recommended technique to prove the integrity of the rock.

Where the scope of the investigation is limited via access to information, time constraints, equipment limitations, testing, interpretation or by the client or his agents budgetary constraints, elements not set out in the proposal and excluded from the report are deemed to be omitted from the scope of the investigation.

Desk studies are generally prepared in accordance with RICS guidelines. Environmental site investigations are generally undertaken as 'exploratory investigations' in accordance with the definitions provided in paragraph 5.4 of BS 10175:2001 in order to confirm the conceptual assumptions. You are advised to familiarize yourself with the typical scope of such an investigation. No pumping of water will be undertaken unless a licence or facilities/equipment have been arranged by others.

Where the type, number or/and depth of exploratory hole is specified by others, Solmek cannot and will not be responsible for any subsequent shortfall or inadequacy in data, and any consequent shortfall in interpretation of environmental and geotechnical aspects which may be required at a later date in order to facilitate the design of permanent or temporary works.

All information acquired by Solmek in the course of investigation is the property of Solmek, and, only also becomes the joint property of the Client only on the complete settlement of all invoices relating to the project. Solmek reserve the right to use the information in commercial tendering and marketing, unless the Client expressly wishes otherwise in writing. The quoted rates do not include VAT, and payment terms are 30 days from dispatch of invoice from our offices. Quotes are subject to a site visit.

We have allowed for 1 mobilisation and normal working hours unless otherwise stated. The scope of the investigation may be reviewed following the desk study and/or fieldwork. The presence or otherwise of Japanese Knotweed or other invasive plants can be difficult to identify especially during winter months. If Japanese Knotweed or other invasive species are suspect, it should be confirmed by an ecologist. We have not allowed for acquiring services information, and cannot be responsible for damage to underground services or pipes not shown to us or not clearly shown on plans. Costs incurred will be passed on to you, and in commissioning Solmek you understand and accept that you/your agent have a contractual relationship with Solmek & you accept this. Our rates assume unobstructed, reasonably level and firm access to the exploratory positions and adequate clear working areas and headroom. We have priced on the basis that you or your client have the necessary permissions, wayleaves and approvals to access land. All boreholes and pits are backfilled with arisings except where gas monitoring pipes are installed with stopcock covers. Solmek are not responsible for any uneven surfaces as a result of siteworks and rutting and backfilled excavations may require re-levelling and/or making good by others after fieldwork is complete, and Solmek has not allowed for this. No price has been provided or requested for a return visit to remove pipework and covers. Hourly rates apply to consultancy only and do not include expenses unless otherwise shown. If warranties are required, legal costs incurred will be passed on to you assuming Solmek agree to complete such warranties, modified or otherwise and you understand and agree to pay all costs.

We reserve the right to pursue full payment of the invoice prior to release of any information including reports. We advise you/your client that we may elect to pursue our statutory rights under late payment legislation, and will apply 8% to the base rate for unreasonably late payments. Solmek are exempt from the CIS Scheme. Solmek offer to undertake work only in strict accordance with conditions covered by our current insurances, which are available for inspection. Solmek are not responsible for acts, negligent or otherwise of subcontractors and as a matter of policy cannot indemnify any other parties. Professional indemnity Insurance is limited to ten times the invoice net total except where stated otherwise by Solmek. Solmek give notice that consequential loss as a direct or indirect result of Solmek's activities or omission of the same are excluded.