JF Finnegan

Woodlands Medical Centre

Geo-Environmental Desk Study

REP/REV/01

Issue | 10 February 2012

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Job number PP 704459

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Sitecheck Report

1 Introduction

Arup has been commissioned by JF Finnegan to carry out a geo-environmental desk study for Woodland Medical centre, Woodland Drive, Dodworth, Barnsley.

The site at Woodland Drive is located at approximate National Grid Reference 432730, 405890 (see Figure 1). The site is located approximately 500m east of the M1 between Barnsley and Dodworth.

The purpose of this desk study is to review any historical, environmental and geological information on the existing site in order to determine the potential risks to the proposed development. The desk study contains a review of historical and geological maps, and environmental information obtained from a Sitecheck Report.

This report has been prepared by Ove Arup and Partners Ltd. on behalf of the client, JF Finnegan, and takes into account their particular instructions and requirements. It is not intended for and should not be relied upon by any third party and no responsibility or warranty is undertaken to any third party.

2 The Site

2.1 Description

The existing site plan is shown in Figure 2. The site is located between the town of Barnsley and the former coal mining village of Dodworth. The approximate 100m² site lies approximately 500m east of the M1 Motorway and is within a residential area. Woodland Drive forms the south west and north west site boundaries. The north east boundary runs adjacent to a row of detached garages and the south east boundary is adjacent to existing housing and gardens; close to this boundary a tree is required to be removed as part of the proposed development. The site is currently covered with short grass.

2.2 Utilities

Copies of utility plans are included as Figures 3 to 7. Of particular note is the foul sewer that runs within the site along the north east boundary.

2.3 Topography

A topographic survey has been provided by JF Finnegan and indicates a fall of around 2m across the site from the south to north, with 1m of this occurring at a bank in the middle of the site, which presumably relates to the former development of the site. The survey is to a local datum, but Ordnance Survey information suggests site level to be at around 145m OD.

The site lies on high ground and the surrounding ground falls fairly steeply towards the south west and the M1 Motorway.

2.4 Historical Development

Historical Ordnance Survey maps indicate that the site was greenfield until the construction of the Handicapped Persons Centre, which has now been demolished. The site appears to have been levelled for that development. No previous industrial uses or opencast mining is noted on historical or geological maps. However, the site lies in an area with an extensive history of coal mining, both at depth and at surface.

To the south west of the site boundary was a post-war construction of what appear to have been high rise flats. These buildings appear to have been demolished approximately 20 to 30 years after construction. It is unclear whether the flats were only meant to serve as temporary post-war accommodation, or whether they were demolished due to problems such as coal mining subsidence.

3 Geological Setting

Reference has been made to the relevant 1:10,000 geological map for the site, SE 30NW. An extract from the map is presented as Figure 8.

3.1 Superficial Geology

The geological map indicates that natural superficial deposits are absent from the site. However, it is anticipated that some deposits of made ground will be present associated with the previous development.

3.2 Solid Geology

The geological maps indicate the site is underlain by Carboniferous Coal Measures strata, including coal seams dipping at a shallow angle in a north easterly direction. The Dunsil Coal outcrops along the east side of the site and may be present within the eastern corner of the site. The map indicates that this outcrop meanders around the edge of the site. It is possible that there may have been local extraction of this coal.

The Gawber Coal is shown to outcrop around 100m south west of the site and is therefore expected to underlie the entire site at shallow depth. Further named coal seams underlie the Gawber Coal, including the Swallow Wood Coal.

3.3 Coal Mining

According to the Coal Authority Mining Report (included in Appendix A) the site is in the likely zone of influence from workings in 7 seams of coal at shallow to 330m depth, last working in 1970. The report states that the site is unlikely to be influenced by any present or future underground coal workings however coal reserves still exist in the area which could be worked at some point in the future.

Several abandoned mine entries are present in the surrounding area, including an adit close to the Gawber Coal outcrop to the south west of the site, apparently orientated directly towards the site.

The geological maps show the surrounding area of the site has a number of areas of made ground. It is likely that these represent backfilled opencast coal sites, including one around 130m south of the site.

The Coal Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

There is one claim relating to coal mining subsidence around 50m north of the site, see Coal Authority Report for details.

3.4 Groundwater and Hydrogeology

Reference has been made to the relevant Ordnance Survey map for the site. A spring is shown in the hillside around 250m to the south west, which feeds into tributaries of Dodworth Dike.

The Sitecheck Report for the site, as included in Appendix B, notes that the underlying strata have been designated as a minor aquifer.

4 Environmental

4.1 Radon Potential

The site is within a radon affected area, between 1 and 3% of homes are above the action level. However, the Sitecheck report contains an assessment from the BGS that indicates radon protection measures are not required in new buildings.

4.2 Landfills

The closest historical landfill site is a BGS Recorded landfill approximately 250m north east of the site.

4.3 Statutory Authorisations

There is one Local Authority Pollution Prevention and Controls authorisation within 250-500m north of the site.

4.4 Discharge Consents

There is one discharge consent within 250-500m west of the site for sewage by Yorkshire Water Services Ltd.

4.5 Potentially Contaminative Sources

There are no potentially contaminative sources listed in the Sitecheck Report within the site boundary, which confirms our historical assessment. Details of the potential sources in the surrounding area are listed in the Contemporary Trade Directory Entries; see Sitecheck Report for details. The closest potential sources to the site, within approximately 15m, are from historical tanks and electrical sub stations.

4.6 Potentially Infilled land

There are a number of zones of potentially infilled land (non-water and water) within 250m of the site in all directions; see Sitecheck Report for details.

5 Preliminary Contamination Risk Assessment

5.1 Introduction

This section provides a preliminary ground contamination risk assessment for the proposed development based on available desk study information.

5.2 UK Contaminated Land Framework

The UK framework endorses the principle of a 'suitable for use' approach to contaminated land, where remedial action is only required if there are unacceptable risks to health or the environment, taking into account the use of the land and its environmental setting.

The UK legislation on ground contamination and associated statutory guidance (DETR, 2006) describes a risk assessment methodology in terms of "significant pollutants" and "significant pollutant linkages" within a source-pathway-receptor (SPR) model of the site. The model comprises:

- The principal pollutant hazards associated with the site (the sources);
- The principal receptors at risk from the identified hazards; and
- The existence, or absence, of plausible pathways which may exist between the identified sources and receptors.

For land to be determined as contaminated and require remediation (or possibly a change to less sensitive use), all three elements (source-pathway-receptor) of a significant pollutant linkage must be present.

5.3 Conceptual Model

5.3.1 Introduction

A conceptual model describes the scenario in which the risks to human health and the environment (posed by contaminated land) are assessed. It describes the ground and surface conditions, and the activities performed on the site in terms of the ground works and final form of development. In particular the conceptual model identifies and describes the sources of potential contamination and the behaviour of the contamination in environmental media such as soils, groundwater, surface water and air. It also identifies and characterises potential human, controlled water and ecological receptors, and plausible pathways. The conceptual site model is used to focus subsequent investigations and inform the remediation strategy (if required).

5.3.2 Sources

The historical development of the site is described in Section 2. Potential sources of site-based contamination are principally associated with historical land uses which may have resulted in contamination of the ground. Table 1 below provides a summary of the potential sources of on-site contamination.

Table 1: Summary of the Potential Sources of On-Site Contamination

Potential Source	Potentially Contaminative Materials
Made Ground (possibly could include imported fill, colliery spoil and demolition rubble)	Heavy metals, asbestos, hydrocarbons (including petroleum hydrocarbons, phenols, polyaromatic hydrocarbons, volatile organic compounds), inorganics (e.g. sulphate, cyanide, ammonia/nitrate), asbestos and landfill gas.
Coal seams/workings	Ground gas (methane, carbon dioxide, hydrogen sulphide), sulphate/sulphide Old shafts may have been infilled with contaminated wastes Potential risk of spontaneous combustion if Coal seam is exposed at ground surface

5.3.3 Receptors

Potential human health and controlled waters receptors include:

- Site workers and neighbours during construction;
- Future site users;
- Coal Measures aquifer;
- Below-ground construction materials.

5.3.4 Pathways

Potential pathways include:

- Ingestion of soils or dust;
- Inhalation of dust;
- Inhalation of vapour or soil gas;
- Dermal contact with soils;
- Dermal contact with perched groundwater;
- Vertical and lateral migration of dissolved phase contamination (leaching);
- Lateral migration of dissolved phase contamination in water flow;
- Transport of non-aqueous phase contaminants (hydrocarbons).

5.3.5 Plausible Pollutant Linkages

The proposed development will comprise a new building and a mixture of soft and hard landscaping. A pollutant linkage exists for construction workers and neighbours/workers on other parts of the site during the excavation of potentially contaminated Made Ground soils during development works.

Post development it is likely a large proportion of the site will be covered with hardstanding or building slab which will break most of the plausible linkages to future site workers (such as ingestion and dermal contact). Plausible pollutant linkages to future site users will remain in the proposed areas of soft landscaping.

A pollutant linkage will exist between hazardous ground gases and vapours (if present) and site users subsequent to development.

The site is underlain by a Coal Measures aquifer and mineshafts may provide a direct route for potential contaminants to enter the groundwater.

A summary of the remaining plausible pollutant linkages in relation to the site during and after development is presented in Table 2.

Table 2: Plausible Pollutant Linkages

Sources	Pathways	Receptors
Potentially impacted Made Ground soils	Ingestion of soils or dust Dermal contact with soils Inhalation of vapour	Site workers during construction Future site users
	Inhalation of dust	Site workers and site neighbours during construction Future site users
	Contact with contaminated soils	Below-ground building materials
Ground gases (i.e. from Made Ground or Coal Measures)	Accumulation of gases in confined spaces producing an asphyxiation and explosion risk	Future site users
Leachable contaminants in the Made Ground or free phase hydrocarbons in the Made Ground	Downward percolation and migration	Coal Measures aquifer
Coal deposits within the Coal Measures rock	Risk of spontaneous combustion if Coal exposed at ground surface during/after construction	Site workers during construction Future site users

6 Conclusions and Recommendations

6.1 Geotechnical

The ground conditions are likely to comprise Made Ground overlying weathered Coal Measures strata (clay grading into mudstone). The Coal Measures strata may be disturbed due to the cumulative effects of mining subsidence from workings in 7 different coal seams.

The Gawber Coal will be present at shallow depth and is likely to have been worked beneath at least part of the site.

Site-specific ground investigation will be required to determine the nature and thickness of Made Ground beneath the site, and the presence of shallow mineworkings.

Shallow pad or strip foundations are likely to be suitable for the proposed single-storey building. However, foundations are likely to require additional reinforcement due to the risk of residual subsidence from mineworking void migration. If mineworkings are considered to be within influencing depth of the proposed foundations then they will require treatment by drilling and grouting.

6.2 Contamination

The site has been principally greenfield with the exception of the former building on site. There is a possibility that spoil from past mining activities has been placed on the site.

No chemical testing data is available for the site. A ground investigation should be used to determine the presence of contamination in any made ground deposits. In particular, there is the potential for asbestos-containing materials to remain on site following demolition of the former building. There is a potential for hazardous ground gases from underlying mineworkings. The potential for radon has been identified and will need to be considered as part of the detailed design.

6.3 Proposed ground investigation

The ground investigation should comprise rotary boreholes to investigate the presence of shallow mineworkings and to allow the installation of gas monitoring standpipes. Trial pits or window sampling should also be carried out to investigate shallow ground conditions and potential soil and groundwater contamination. Due to the relatively high potential risk from mine gases, it is recommended that gas monitoring is carried out on a minimum of 6 occasions.

Figures

Figure 1 Site Location Plan

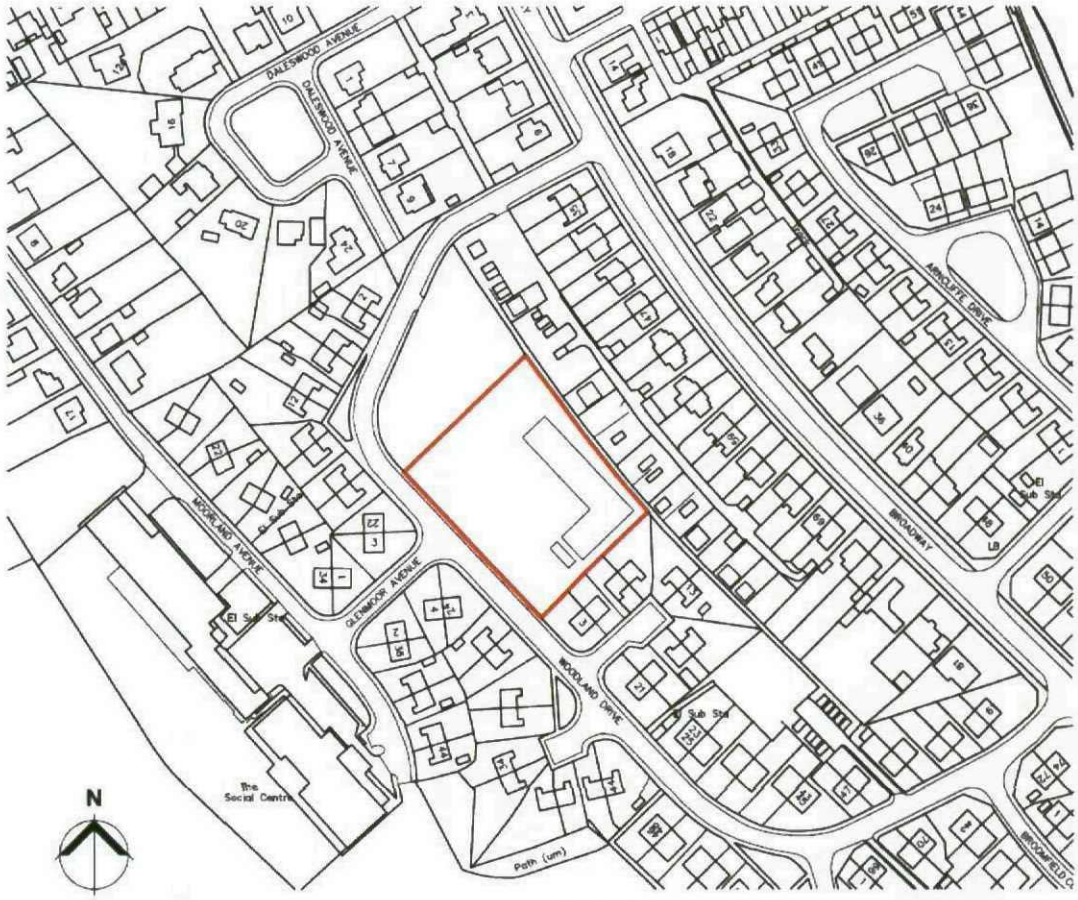


Figure 2 Existing Site Plan

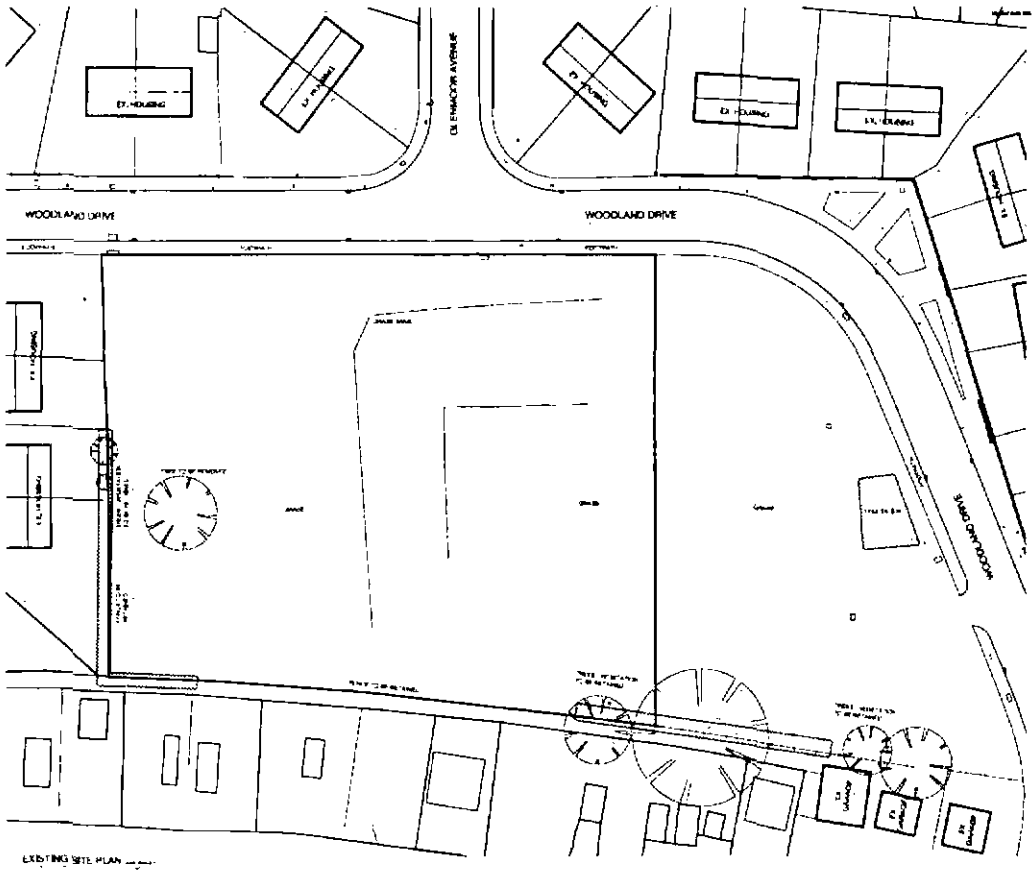


Figure 3 Public Waste Water Network

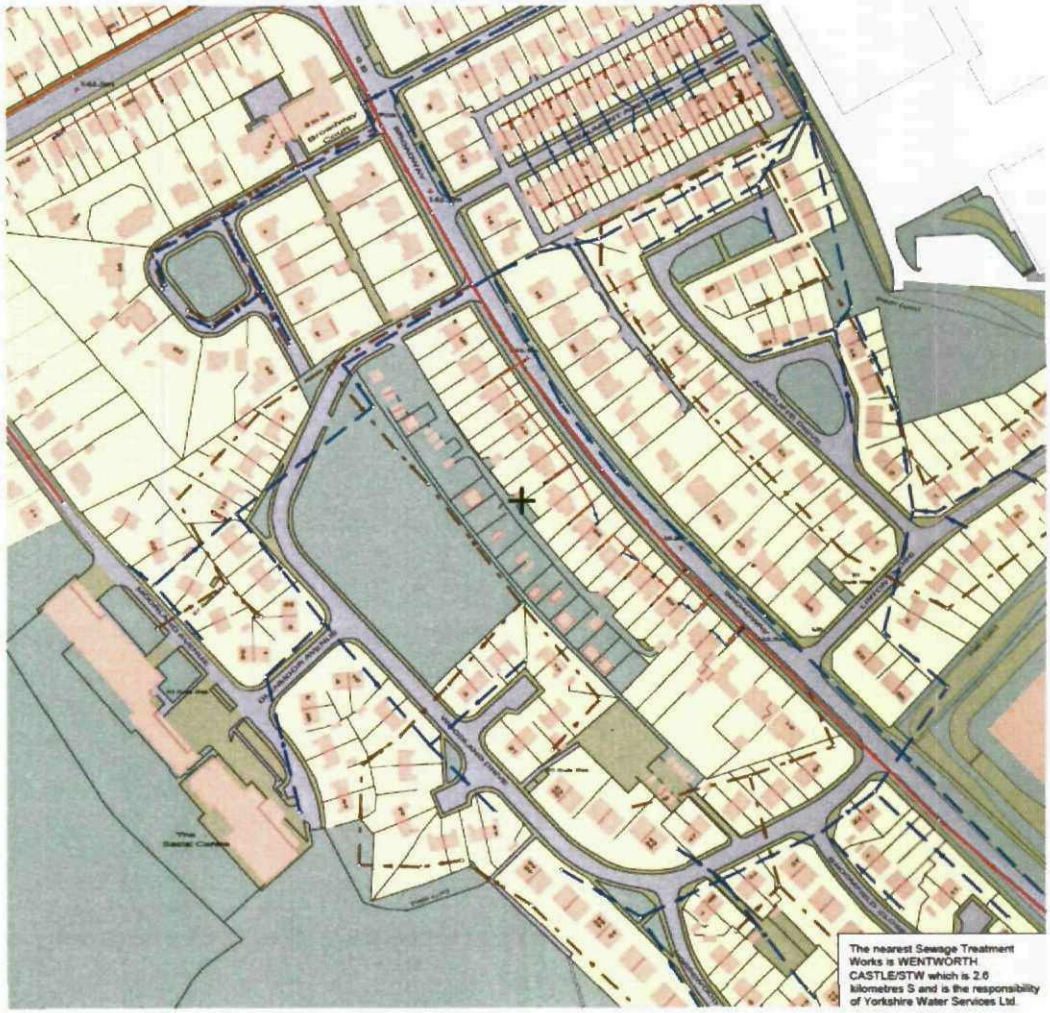
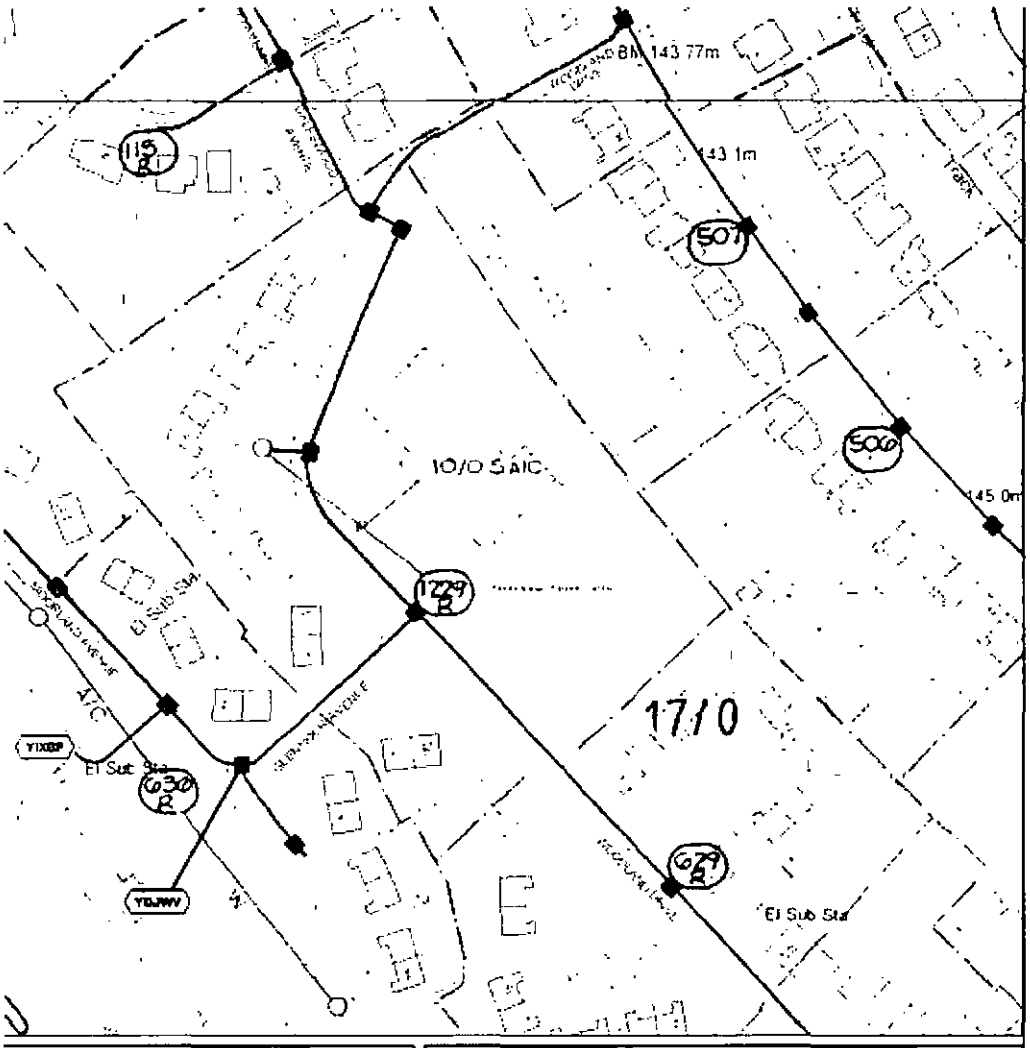


Figure 4 BT Openreach Plant Network



IMPORTANT WARNING

Information regarding the location of BT apparatus is given for your assistance and is intended for general guidance only. No guarantee is given of its accuracy. It should not be relied upon in the event of excavations or other works being made near to BT apparatus which may exist at various depths and may deviate from the marked route.

DIAL BEFORE YOU DIG

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ADVANCE NOTICE REQUIRED

(Office hours: Monday-Friday 08.00 to 17.00)

Tel: 0800 9173993

E-mail: ddy@openreach.co.uk

Website: www.dialbeforeyoudig.com

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KEY TO BT SYMBOLS

UNDERGROUND PLANT	POLE
OVERHEAD PLANT	CABINET
JOINT BOX	BURIED JOINT
DISTRIBUTION POINT	JOINTING POST
MANHOLE	PROPOSED U/G
DP BOUNDARY	PROPOSED O/H
OTHER BT BOUNDARY	PROPOSED BOX

Other proposed plant is shown using dashed lines. BT symbols not listed above may be disregarded. Existing BT plant may not be recorded. Information valid at the time of preparation.

openreach BT

BT ref. RDC11176P

Map reference (centre): SE3272005900

Issued: 01/02/12 11:17:25

Figure 5 National Grid Gas Network

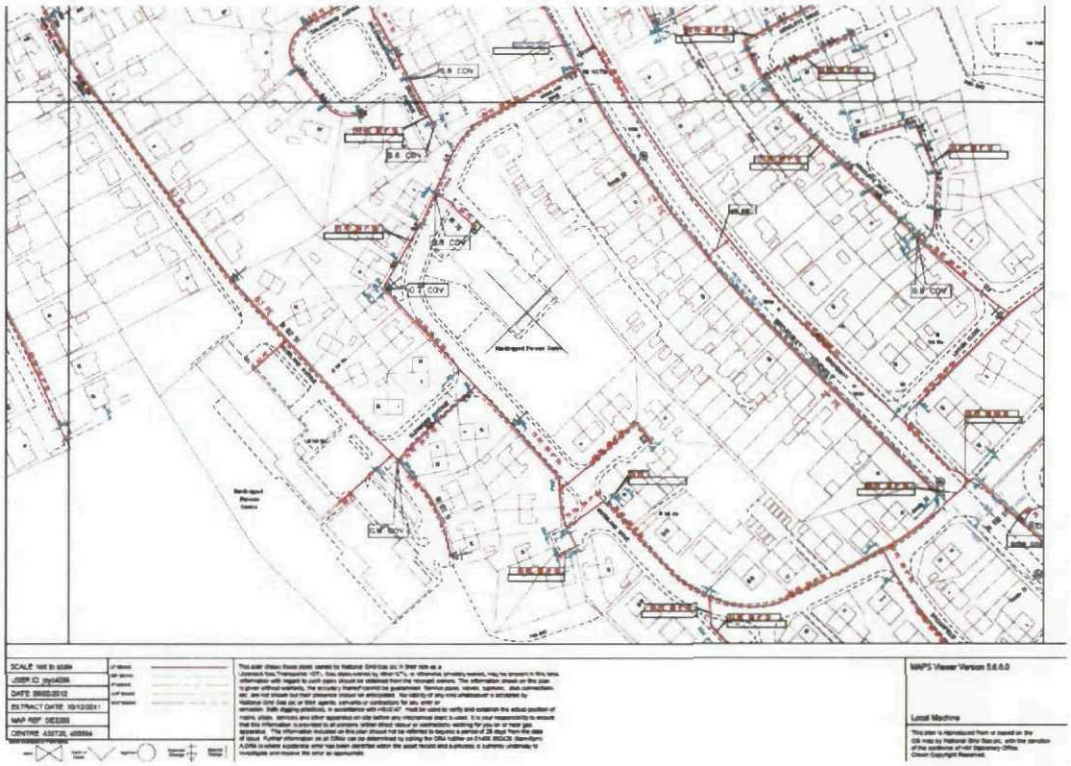


Figure 6 Virgin Media Network

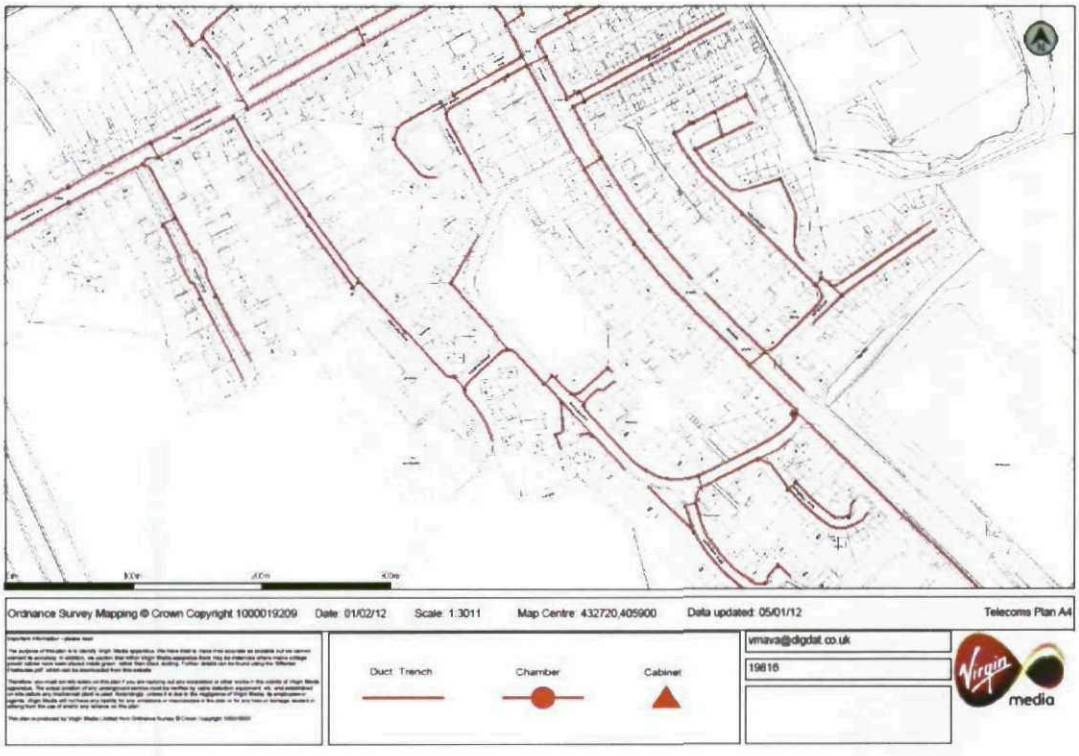
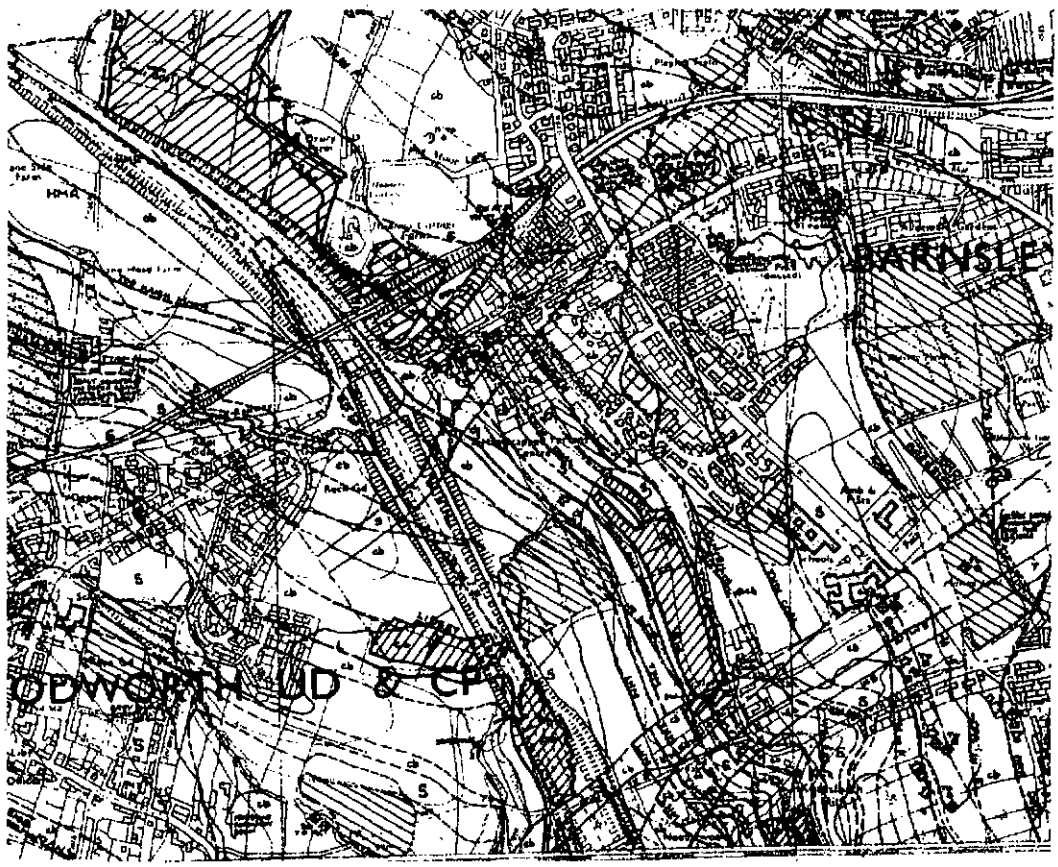


Figure 7 Northern Powergrid Network



Figure 8 BGS 1:10,000 geological map SE 30NW



Appendix A

Coal Authority Report

The COAL AUTHORITY

Issued by:
The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0845 762 6848 DX 716176 MANSFIELD 5

LANDMARK INFORMATION GROUP LIMITED
SOWTON INDUSTRIAL ESTATE
ABBEY COURT
UNIT 5/7 EAGLE WAY
EXETER
DEVON
EX2 7HY

Our reference:	**51000021029001**
Your reference:	**37369982**
Date of your enquiry:	**26 January 2012**
Date we received your enquiry:	**26 January 2012**
Date of issue:	**28 January 2012**

This report is for the property described in the address below and the attached plan.

Non-Residential Coal Authority Mining Report

SITE AT WOODLAND DRIVE, DODWORTH, BARNSLEY, SOUTH YORKSHIRE,

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	See comments below
Brine Compensation District	No

Information from the Coal Authority

Underground coal mining

Past

The property is in the likely zone of influence from workings in 7 seams of coal at shallow to 330m depth, and last worked in 1970.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

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Records may be incomplete. Consequently, there may exist in the local area mine entries of which the Coal Authority has no knowledge.

Coal mining geology

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

Opencast coal mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal mining subsidence

There are 1 claim(s) within 50 metres of the property boundary that do not match the property address. These are shown on the attached plan.

The Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

If further subsidence damage claims information is required in addition to that provided in this report, the Authority need to manually search their records. For further advice on how to order this additional information visit www.groundstability.com or telephone 0845 7626 848.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of support

The property is not in an area for which a notice of entitlement to withdraw support has been published.

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

Working facilities orders

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Payments to owners of former copyhold land

The property is not in an area for which a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

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Comments on Coal Authority information

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

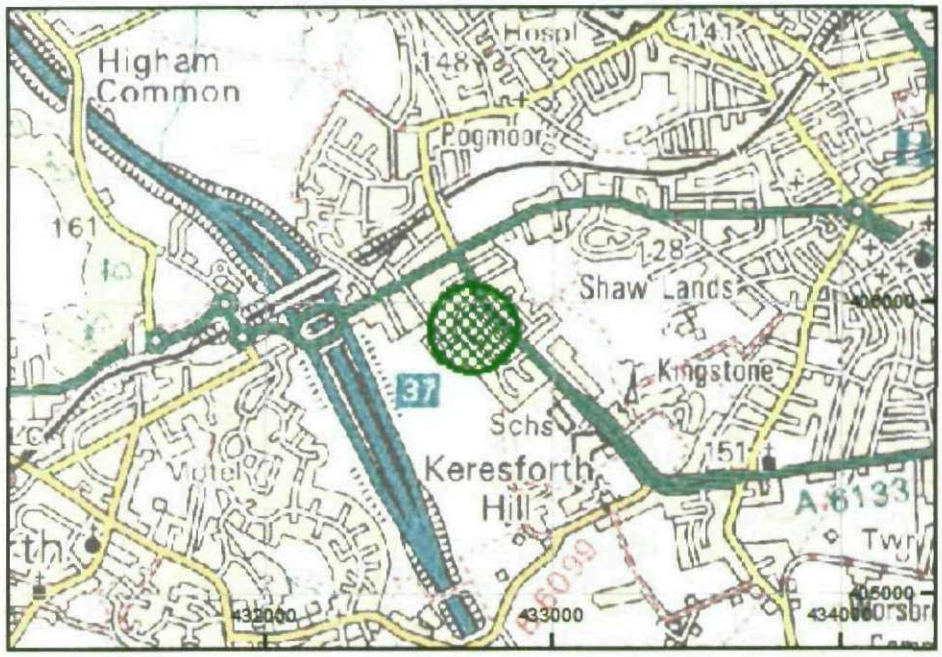
Additional Remarks

This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006.

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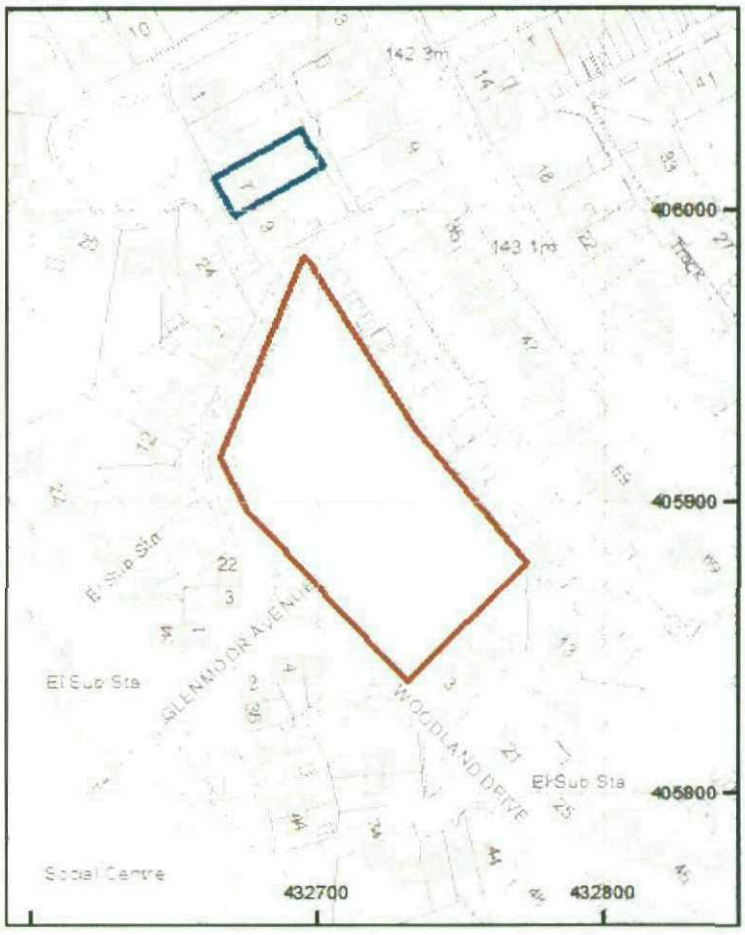
Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

Coal Claims

Mapping sourced from Ordnance Survey

Appendix B

Sitecheck Report

Sitecheck® Assess

argyll environmental

Woodlands Medical Centre, Woodland Drive, Dodworth, BARNSLEY

Prepared for:
Mrs S Adams
Safe-Move
Po Box 99
Bradford
BD3 7YB

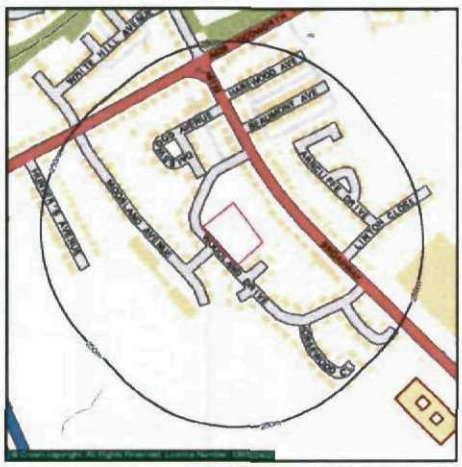
Report Reference: SAS_37462793_1_1

Report Date: 02-FEB-2012

Customer Reference: Woodlands Medical Centre

National Grid Reference: 432730 405890

Site Area: 4513 m²





If you have any questions on the contents of this Report please contact Landmark Customer Helpdesk which is open from 9:00am - 5:30pm, Monday - Friday, via one of the following channels:

Telephone: 0844 844 9966
Fax: 0844 844 9980
Email: info@landmarkinfo.co.uk
Website: www.sitecheck.co.uk

safe-move
A part of YorkshireWater

Landmark® Information Group

Sitecheck® Assess

argyll environmental

Professional Opinion
on environmental risk

PASSED

The Sitecheck report dated 02-FEB-2012 and reference SAS_37462793_1_1 for Woodlands Medical Centre, Woodland Drive, Dodworth, BARNSLEY has examined the sources of potential contamination in terms of historical land use, environmental data and current land uses where known.

INTRODUCTION

This professional opinion determines the level of environmental risk, as to whether a pollutant linkage exists which is created when there is a source of contamination, a pathway for it to travel along and receptors, which may be harmed. This risk-based approach underpins the government approach to contaminated land. If a pollutant linkage exists the property may be regarded by the local authority as being "Contaminated Land" for the purposes of Part 2A of the Environmental Protection Act 1990.

In completing this report, Argyll Environmental has undertaken a review of data made available to it. No site inspection, further enquiries or investigation of surface or ground conditions has been carried out by Argyll Environmental. No information as to the age, value and type of property has been made available. It is important to note that it is not known by Argyll Environmental for what purpose the report has been commissioned.

CONCLUSIONS

In the professional opinion of Argyll Environmental, the level of risk associated with the information disclosed in the associated Sitecheck report:

1) is unlikely to have an adverse effect on the value of the property, and
2) is not such that the property would be designated "Contaminated Land" within the meaning of Part 2A of the Environmental Protection Act 1990.

OTHER ENVIRONMENTAL FACTORS

In this case the following environmental factors have been identified which a client may wish to be investigated before proceeding further:

An area affected by radon
An area of Mining Instability
An area of Occasional Non-coal Mining Hazard
An area which may be affected by coal mining activity

Please refer to the relevant section in the report for each of the above factors.

Approved by



Christopher S. Taylor BSc (Hons), MSc, AIEMA
Chartered Water and Environmental Manager
Technical Director, Argyll Environmental Limited

CIWEM

iema corporate member

Sitecheck® Assess

argyll environmental

Professional Opinion

on environmental risk

SOURCES OF ADDITIONAL PROFESSIONAL GUIDANCE:

If the report is for valuation, or investment, or other forms of lending decision making there may be issues arising from the current occupation, which need to be examined. The Royal Institution of Chartered Surveyors has provided guidance with respect to such matters and specific reference should be made to the guidance note 'Contamination, the environment and sustainability - Implications for chartered surveyors and their clients' published April 2010. This guidance note is referred to in UKGN1.1 paragraph 2.2 of the RICS Valuation Standards (6th Edition) (The "Red Book").

It is recommended that the client reviews the outputs of any valuation report, which should include a Property Observation Checklist, contained at Appendix A for commercial property or Appendix B for rural property in the Royal Institution of Chartered Surveyors guidance note 'Contamination, the environment and sustainability - Implications for chartered surveyors and their clients'. Completion of these checklists does not constitute an environmental assessment for the purposes of Professional Indemnity Insurance where many surveyors are unlikely to have appropriate indemnity cover. Any contamination, which is observed on the site by the surveyor during the normal course of their inspection, can also be recorded.

If the property is let, the landlord or the tenant (as appropriate) should take legal advice as to whether the covenants in the lease constitute legal or financial burdens. The Law Society's "Environmental Law Handbook-6th Edition" provides valuable assistance.

In leases with no express covenants dealing with environmental matters, lawyers and surveyors need to be aware of the extent to which the repairing of covenants can be applied and, when advising tenant clients in particular, will need to draw attention to the client's obligations to comply with enacted legislation.

Should contamination have been observed on site a suitably qualified, insured and experienced professional, preferably with the Specialist in Land Condition (SiLC) accreditation, should quantify whether this could give rise to an action by a regulator or any other party. A suitable management plan for action incorporated in a Land Quality Statement in accordance with RICS guidance should be put in place and appropriate matters taken up with the tenant / occupier.

In terms of development this report should be seen as a precursor to a thorough investigation of the property for planning control purposes. The DTI funded guidance published by the Construction Industry Research and Information Association (CIRIA) Brownfields-managing the development of previously developed land-a clients guide may be a useful starting point.

This professional opinion forms part of the Sitecheck Assess report and is subject to Landmark Information Group's Terms and Conditions of Business in force from time to time. Further information on the methodology and the datasets examined in this professional opinion is included in the Sitecheck Asses Practitioner Guide.

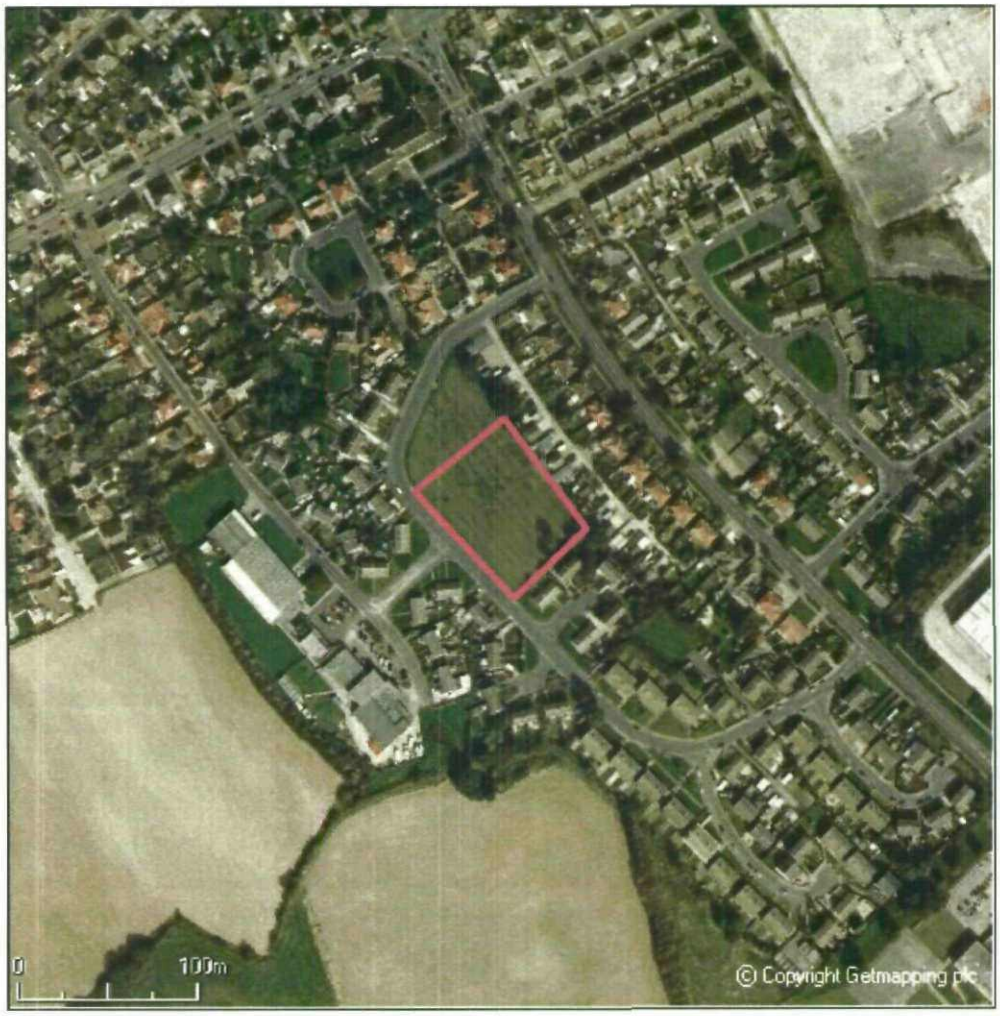
Sitecheck® Assess

Contents

Report Sections and Details	Page
Summary of Site This section comprises source, pathway and receptor information found on site. Other factors which may affect the site are also included.	-
Aerial Photo The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	1
Location Map The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.	2
Summary Table This section comprises of a summary table of the information found on site and in its vicinity.	3
Current Land Use *This section contains a map, which shows current land use features. The following pages detail these features and* identify the Reference Number and direction.	7
Historical Land Use This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	10
Sensitivity This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	15
Other Factors This section contains information on other factors which may affect the site and its vicinity.	18
Useful Information This section contains information which may be of use when interpreting the report.	20
Useful Contacts All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	21

Sensitivity Pathways	Page No.	Reference Number (Map ID)
Groundwater Vulnerability		
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Scale: 1:100,000, Map Name: Sheet 11 South Pennines, Contact Ref: 3	17	-

Other Factors Geological	Page No.	Reference Number (Map ID)
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section., Contact Ref: 4	18	-
Mining Instability		
Risk: Inconclusive Coal Mining,	18	-
Non Coal Mining Areas of Great Britain		
Hazard Potential: Highly Unlikely, Contact Ref: 2	18	-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a radon affected area, as between 1 and 3% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	18	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	18	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	18	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	19	-
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	18	-



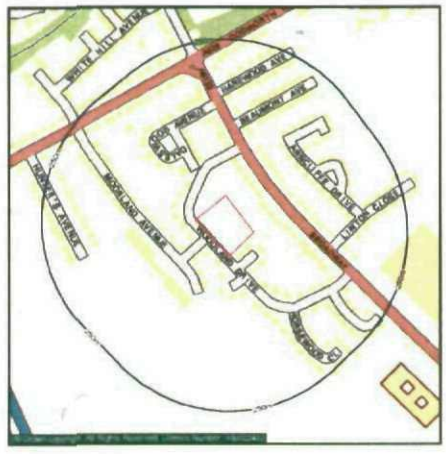
Site
Woodlands Medical Centre,Woodland Drive,Dodworth,BARNSLEY

Grid Reference
432730, 405890

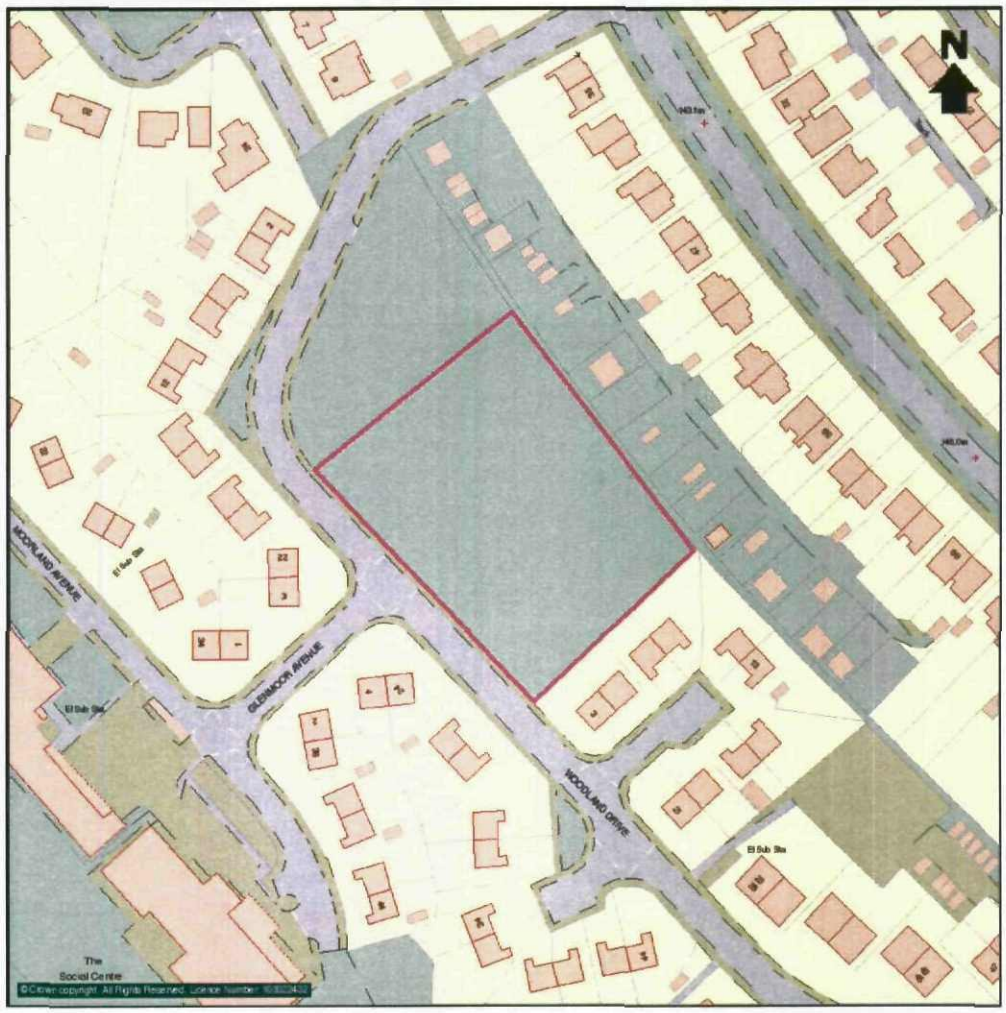
Report Reference
SAS_37462793_1_1

Customer Reference
Woodlands Medical Centre

Size of Site
4513 m²



If you would like any further assistance regarding this report then please contact Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk



Site
Woodlands Medical Centre,Woodland Drive,Dodworth,BARNSLEY

Grid Reference
432730, 405890

Report Reference
SAS_37462793_1_1

Customer Reference
Woodlands Medical Centre

Size of Site
4513 m²



Current Land Use Sources	On Site 0	0-250m 5	250-500m 11
Waste / Landfill Sites			
BGS Recorded Landfill Sites	0	1	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0
Licensed Waste Management Facilities (Locations)	0	0	0
Local Authority Recorded Landfill Sites	0	1	1
Registered Landfill Sites	0	0	0
Registered Waste Transfer Sites	0	0	0
Registered Waste Treatment or Disposal Sites	0	0	0
Statutory Authorisations			
Local Authority Pollution Prevention and Controls	0	0	1
Contaminated Land Register Entries and Notices	0	0	0
Registered Radioactive Substances	0	0	0
Discharge Consents			
Discharge Consents	0	0	1
Water Industry Act Referrals	0	0	0
Industrial Processes			
Integrated Pollution Controls	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0
Integrated Pollution Prevention And Control	0	0	0
Local Authority Integrated Pollution Prevention And Control	0	0	0
Storage of Hazardous Substances			
Control of Major Accident Hazards Sites (COMAH)	0	0	0
Explosive Sites	0	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0	0
Planning Hazardous Substance Consents	0	0	0
Contraventions			
Local Authority Pollution Prevention and Control Enforcements	0	0	0
Enforcement and Prohibition Notices	0	0	0
Planning Hazardous Substance Enforcements	0	0	0
Prosecutions Relating to Authorised Processes	0	0	0
Prosecutions Relating to Controlled Waters	0	0	0
Substantiated Pollution Incident Register	0	0	0

Current Land Use	On Site	0-250m	250-500m
Sources	0	5	11
Potentially Contaminative Uses			
Contemporary Trade Directory Entries	0	3	2
Fuel Station Entries	0	0	1
Miscellaneous			
BGS Recorded Mineral Sites	0	0	5

Historical Land Use	On Site	0-250m	250-500m
Sources	0	19	24
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	0	10	8
Potentially Contaminative Industrial Uses (Past Land Use)	0	3	12
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	2	3
Potentially Infilled Land (Water)	0	4	1

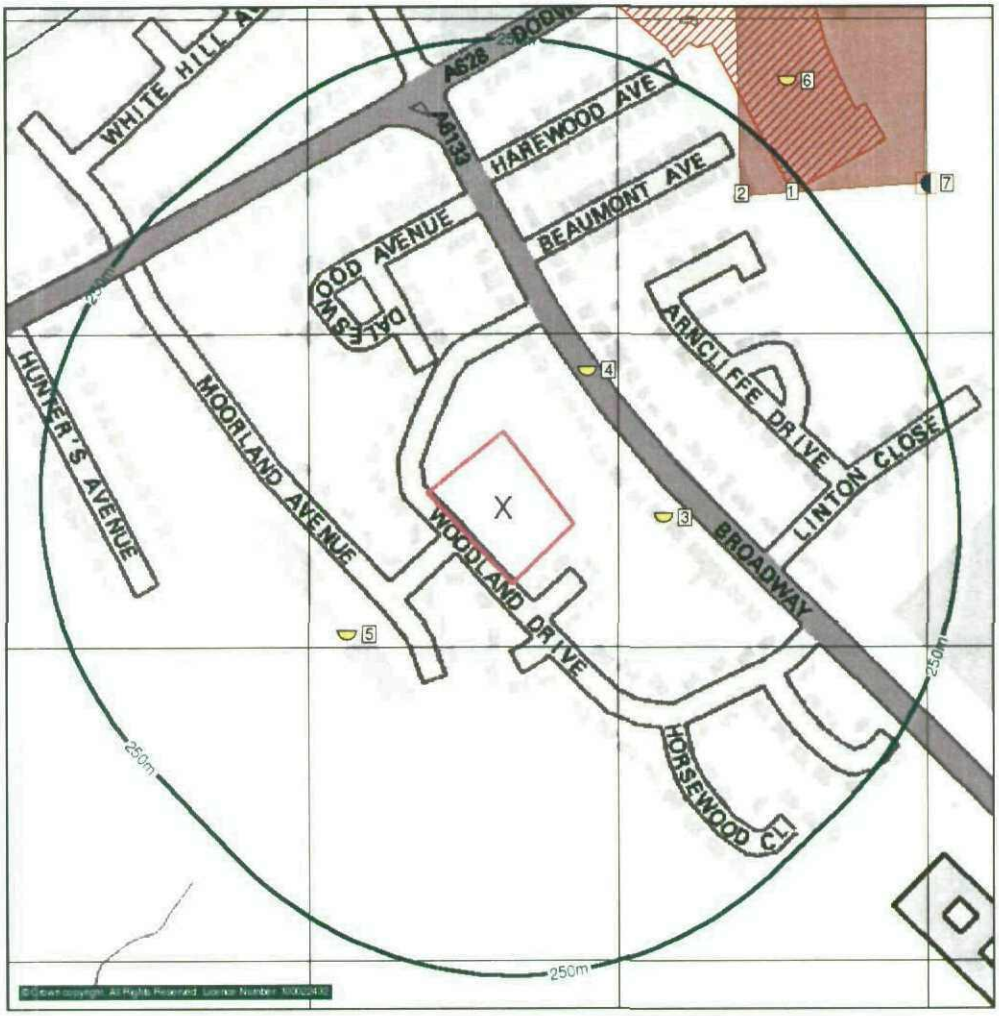
Sensitivity	On Site	0-250m	250-500m
Pathways and Receptors	1	0	1
Pathways			
Groundwater Vulnerability	1	n/a	n/a
Drift Deposits	0	n/a	n/a
Historical Flood Liabilities	0	0	0
Extreme Flooding from Rivers or Sea without Defences	0	0	n/a
Flooding from Rivers or Sea without Defences	0	0	n/a
Areas Benefiting from Flood Defences	0	0	n/a
Flood Water Storage Areas	0	0	n/a
Flood Defences	0	0	n/a

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Sensitivity Pathways and Receptors	On Site 1	0-250m 0	250-500m 1
Environmentally Sensitive Receptors			
Areas of Outstanding Natural Beauty	0	0	0
Environmentally Sensitive Areas	0	0	0
Local Nature Reserves	0	0	0
Marine Nature Reserves	0	0	0
National Nature Reserves	0	0	0
Nearest Surface Water Feature	0	0	1
Ramsar Sites	0	0	0
Sites of Special Scientific Interest	0	0	0
Source Protection Zones	0	0	0
Special Areas of Conservation	0	0	0
Special Protection Areas	0	0	0
Water Abstractions	0	0	0
Protected Countryside Areas			
Forest Parks	0	0	0
National Parks	0	0	0
National Scenic Areas	0	0	0

Other Factors	On Site	0-250m	250-500m
Geological	10	4	0
Brine Compensation Area	0	n/a	n/a
Coal Mining Affected Areas	1	n/a	n/a
Mining Instability	1	0	n/a
Man-Made Mining Cavities	*0*	*0*	*0*
Natural Cavities	0	0	0
Non Coal Mining Areas of Great Britain	1	0	n/a
Radon Potential - Radon Affected Areas	1	n/a	n/a
Radon Potential - Radon Protection Measures	1	n/a	n/a
Potential for Collapsible Ground Stability Hazards	1	0	n/a
Potential for Compressible Ground Stability Hazards	1	1	n/a
Potential for Ground Dissolution Stability Hazards	0	0	n/a
Potential for Landslide Ground Stability Hazards	1	1	n/a
Potential for Running Sand Ground Stability Hazards	1	1	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1	n/a

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General

- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Miscellaneous

- BGS Recorded Mineral Site

Potentially Contaminative Use

- Potentially Contaminative Use
- Potentially Contaminative Use (High Risk)

Waste/Landfill Sites

- BGS Recorded Landfill Site
- Licensed Waste Management Facilities (Landfill)
- Local Authority Recorded Landfill Site
- Registered Waste Transfer Site
- Registered Waste Treatment or Disposal Site
- Registered Landfill Site
- Point Location of Registered Landfill Site
- BGS Recorded Landfill Site (Point)
- Licensed Waste Management Facilities (Location)
- Local Authority Recorded Landfill Site (Point)
- *Registered Waste* Transfer Site (Point)
- Registered Waste Treatment or Disposal Site (Point)
- Registered Landfill Site Potential Landfill Buffer

Contraventions

- Local Authority Pollution Prevention and Control Enforcement
- Planning Hazardous Substance Enforcement
- Prosecution Relating to Authorised Processes
- Enforcement and Prohibition Notice
- Substantiated Pollution Incident Register
- Prosecution Relating to Controlled Waters

Storage Of Hazardous Substances

- COMAH
- Planning Hazardous Substance Consent
- Explosive Site
- NHHS

Industrial Processes

- Integrated Pollution Control
- Integrated Pollution Prevention Control
- Integrated Pollution Control Registered Waste Site
- Local Authority Integrated Pollution Prevention and Control

Statutory Authorisations

- Local Authority Pollution Prevention and Control
- Contaminated Land Register Entry or Notice (Point)
- Contaminated Land Register Entry or Notice
- *Registered* Radioactive Substance

Discharge Consents

- Discharge Consent
- Water Industry Act Referral

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Sources Waste / Landfill Sites	Ref No.	Search Buffer	Direction
Local Authority Landfill Coverage			
Name: Barnsley Metropolitan Borough Council, - Has supplied landfill data, Contact Ref: 1	-	On Site	N
BGS Recorded Landfill Sites			
Disused Quarry, Dodworth Rd, BARNSLEY, Yorks, BGS Landfill Survey Site, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Derived	1	0-250m	NE
Local Authority Recorded Landfill Sites			
Not Supplied, Reference: 131, Positional Accuracy: Positioned by the supplier, Boundary Quality: Moderate, Contact Ref: 1	2	0-250m	NE
Not Supplied, Reference: 130, Positional Accuracy: Positioned by the supplier, Boundary Quality: Moderate, Contact Ref: 1	-	250-500m	N

Statutory Authorisations	Ref No.	Search Buffer	Direction
Local Authority Pollution Prevention and Controls			
Shell Barnsley Motorway, Dodworth Road, Barnsley, S70 6PD, Part B - Fuel and Power Industry Sector, Reference: PPC/B/99, Status: Site Closed, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 1	-	250-500m	N

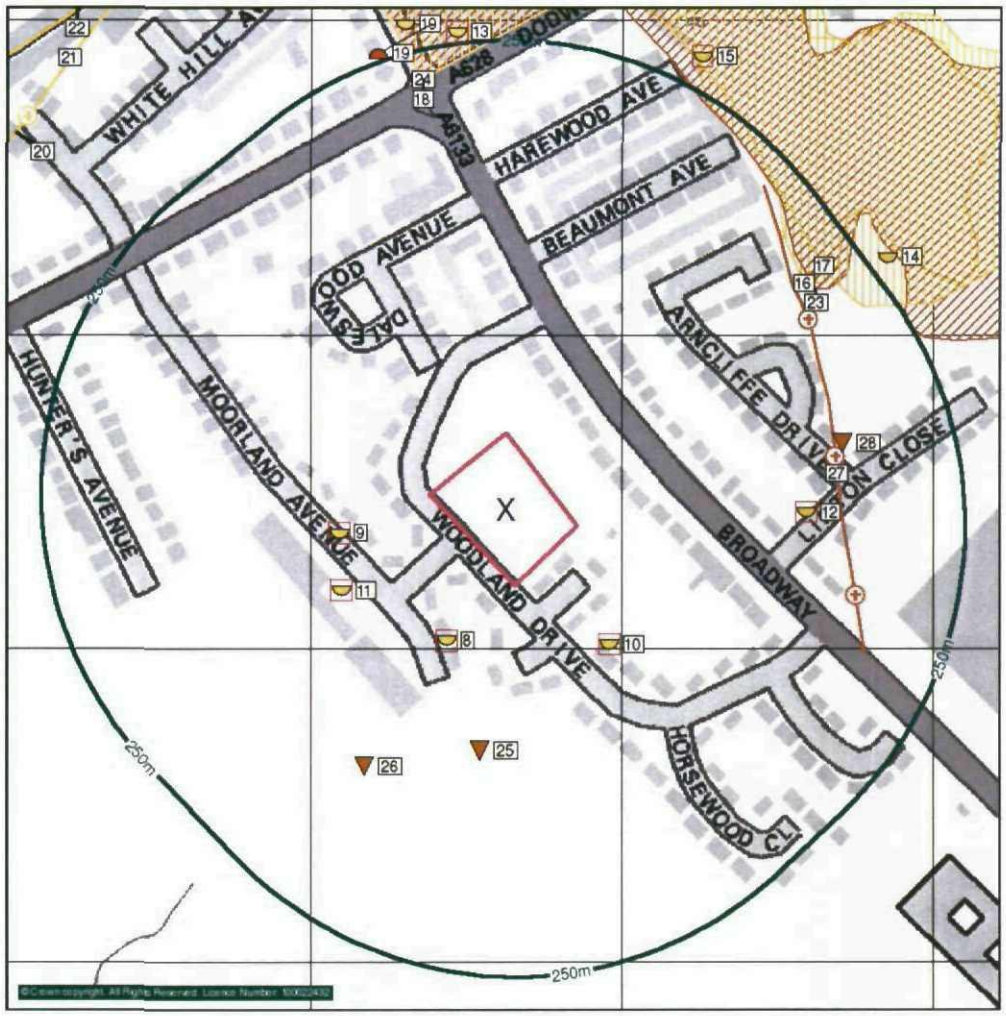
Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
Yorkshire Water Services Ltd, M1 Motorway Sps, Dodworth, Barnsley, South Yorkshire, Sewage Discharge, Reference: Wadc311, Version: 1, Status: Transferred from Water Act 1989, Positional Accuracy: Located by supplier to within 100m, Contact Ref: 3	-	250-500m	W

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Kv Services Pest Control (Barnsley), 67, Broadway, BARNSLEY, South Yorkshire, S70 6QJ, Pest & Vermin Control, Status: Active, Positional Accuracy: Automatically positioned to the address	3	0-250m	E
Wincanton, Broadway, Barnsley, South Yorkshire, S70 6RA, Distribution Services, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	4	0-250m	NE

Sources Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Moorland Plastics, Moorland Avenue, Barnsley, South Yorkshire, S70 6PQ, Plastics - Injection Moulding, Status: Active, Positional Accuracy: Automatically positioned to the address	5	0-250m	SW
S R Gent (International) Ltd, Dodworth Road, Barnsley, South Yorkshire, S70 6JE, Clothing & Fabrics - Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	6	250-500m	NE
Shell, Dodworth Rd, Barnsley, South Yorkshire, S70 6JE, Petrol Filling Stations - 24 Hour, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	-	250-500m	N
Fuel Station Entries			
Shell Barnsley, Dodworth Road, Barnsley, South Yorkshire, S70 6DY, Fuel Station, Status: Obsolete, Positional Accuracy: Manually positioned to the address or location,	-	250-500m	N

Miscellaneous	Ref No.	Search Buffer	Direction
BGS Recorded Mineral Sites			
Dodworth Road, Dodworth Road, Barnsley, South Yorkshire, Status: Ceased, Reference: 13308, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	7	250-500m	NE
Dodworth Road, Dodworth Road, Barnsley, South Yorkshire, Status: Ceased, Reference: 13308, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	7	250-500m	NE
Dodworth Road, Dodworth Road, Barnsley, South Yorkshire, Status: Ceased, Reference: 37853, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	250-500m	NE
Dodworth Road, Dodworth Road, Barnsley, South Yorkshire, Status: Ceased, Reference: 13307, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	250-500m	N
Keresford House, Keresforth Hill, Barnsley, South Yorkshire, Status: Ceased, Reference: 37872, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	250-500m	SE

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General	Potentially Contaminative Use		Potentially Infilled Land	
Site Boundary	Point Feature	Point Feature (High Risk)	Point Feature	Point Feature (High Risk)
Search Buffer	Area Feature	Area Feature (High Risk)	Area Feature	Area Feature (High Risk)
Bearing Reference Point	Line Feature	Line Feature (High Risk)	Line Feature	Line Feature (High Risk)
Reference Number				

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Sources Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Historical Tanks And Energy Facilities			
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1960	8	0-250m	SW
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1961	8	0-250m	SW
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1960	9	0-250m	W
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1961	9	0-250m	W
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1970	10	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1971	10	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1970	11	0-250m	SW
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1971	11	0-250m	SW
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1970	12	0-250m	E
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1971	12	0-250m	E
Gas Monitoring Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1988	13	250-500m	N
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1988	14	250-500m	NE
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1988	15	250-500m	NE
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1969 - 1988	13	250-500m	N
Gas Monitoring Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1988	15	250-500m	NE
Petroleum Storage Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1969 - 1988	-	250-500m	N
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1974	-	250-500m	E
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1974	-	250-500m	SE
Potentially Contaminative Industrial Uses (Past Land Use)			
Quarrying of sand & clay, operation of sand & gravel pits, Date of Mapping: 1938 - 1956	16	0-250m	NE
Factory or works - use not specified, Date of Mapping: 1993	17	0-250m	NE
Clay bricks & tiles [manufacture], Date of Mapping: 1894 - 1956	18	0-250m	N
Electricity production & distribution [inc large transformers], Date of Mapping: 1993	19	250-500m	N
Railways, Date of Mapping: 1855 - 1956	20	250-500m	NW
Railways, Date of Mapping: 1855 - 1956	21	250-500m	NW

Sources Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Potentially Contaminative Industrial Uses (Past Land Use)			
General quarrying, Date of Mapping: 1855	-	250-500m	NE
Railways, Date of Mapping: 1993	22	250-500m	NW
Railways, Date of Mapping: 1855 - 1993	-	250-500m	NW
Railways, Date of Mapping: 1993	-	250-500m	NW
Railways, Date of Mapping: 1993	-	250-500m	N
Heap, unknown constituents, Date of Mapping: 1938	-	250-500m	NE
Mining & quarrying general, Date of Mapping: 1907	-	250-500m	NW
Mining & quarrying general, Date of Mapping: 1938	-	250-500m	NE
General quarrying, Date of Mapping: 1855	-	250-500m	SE

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Non-Water)			
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1993	23	0-250m	NE
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1993	24	0-250m	N
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1993	-	250-500m	NW
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1993	-	250-500m	NE
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1993	-	250-500m	SE
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1956	25	0-250m	S

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Sources Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1956	26	0-250m	SW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1956	27	0-250m	E
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1956	28	0-250m	E
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1956	-	250-500m	SE

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Map Details

The following maps have been analysed for Historical Tanks and Energy Facilities

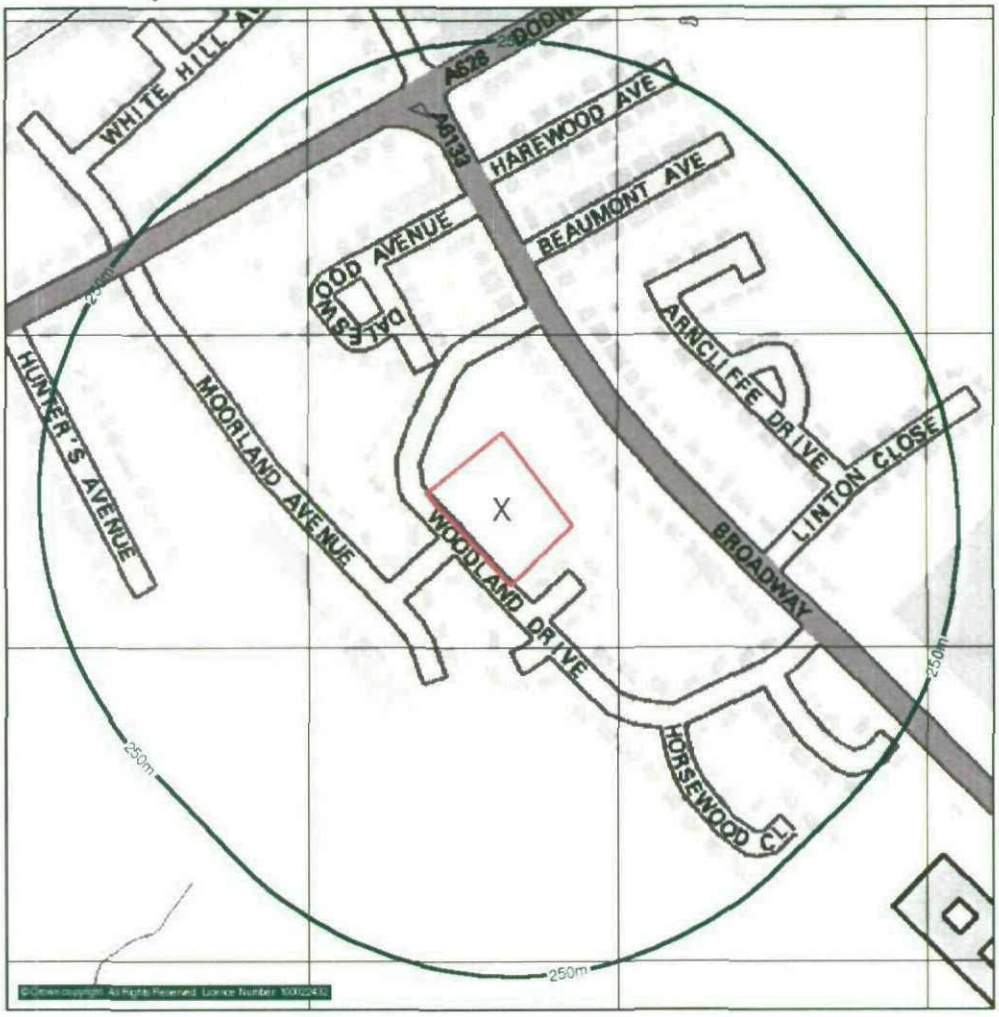
1:1,250	Mapsheet	Published
Ordnance Survey Plan	SE3205NE	1960
Ordnance Survey Plan	SE3205NE	1970
1:2,500	**Mapsheet**	**Published**
Ordnance Survey Plan	SE3205	1961
Ordnance Survey Plan	SE3205	1971

The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SE30NW	1993
1:10,560	**Mapsheet**	**Published**
Yorkshire	274_00	1855
Yorkshire	274_SE	1894
Yorkshire	274_SE	1907
Yorkshire	274_SE	1938
Ordnance Survey Plan	SE30NW	1956

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Flood Map



General

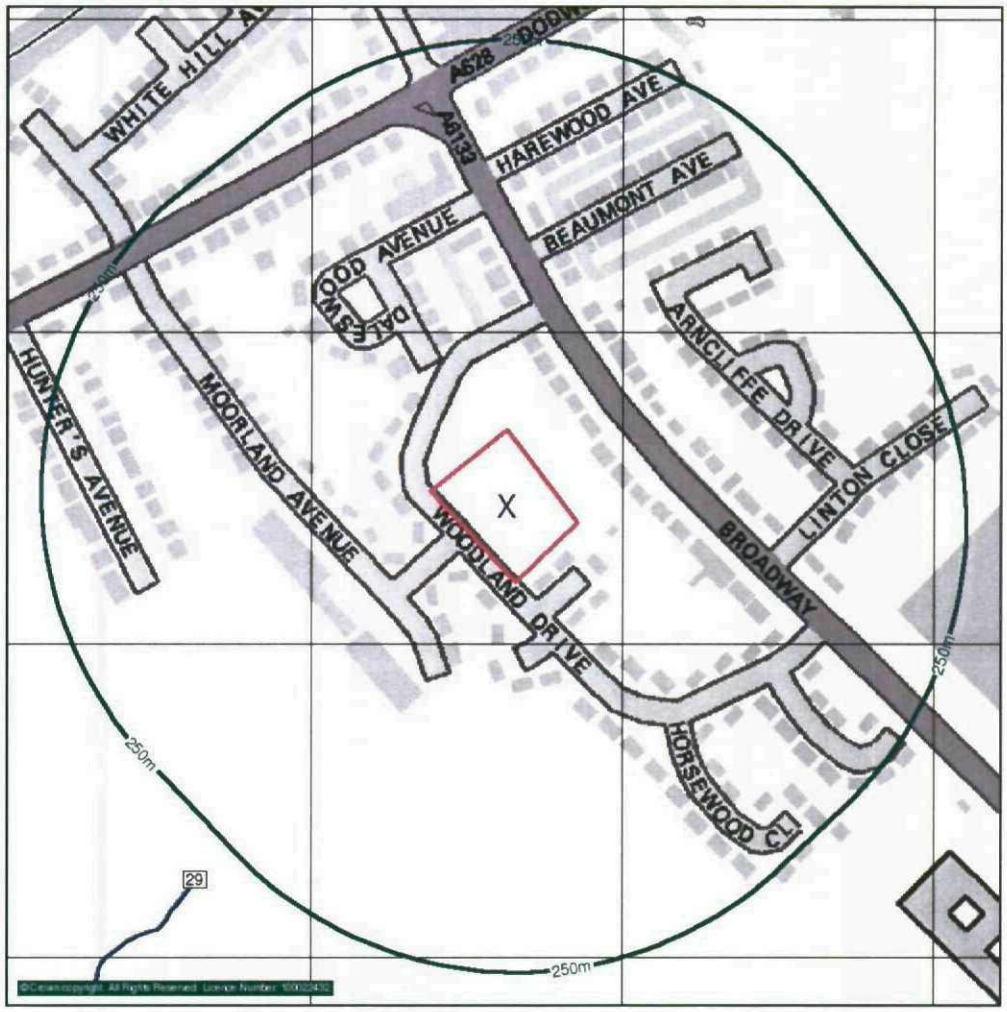
- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Area of Floodplain

- Areas Benefiting from Flood Defences
- Flood Water Storage Areas
- Flood Defences
- Extreme Flooding from Rivers or Sea without Defences (Zone 2)
- Flooding from Rivers or Sea without Defences (Zone 3)

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Sensitivity Map





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Pathways and Receptors Pathways	Ref No.	Search Buffer	Direction
Groundwater Vulnerability			
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Scale: 1:100,000, Map Name: Sheet 11 South Pennines, Contact Ref: 3	-	On Site	N
Drift Deposits			
None	-		-
Extreme Flooding from Rivers or Sea without Defences			
None	-		-
Flooding from Rivers or Sea without Defences			
None	-		-
Areas Benefiting from Flood Defences			
None	-		-
Flood Water Storage Areas			
None	-		-
Flood Defences			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Nearest Surface Water Feature			
Distance: 281m	29	250-500m	SW

Other Factors Geological	Search Buffer	Direction
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section., Contact Ref: 4	On Site	N
Mining Instability		
Risk: Inconclusive Coal Mining,	On Site	N
Non Coal Mining Areas of Great Britain		
Hazard Potential: Highly Unlikely Contact Ref: 2	On Site	N
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a radon affected area, as between 1 and 3% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	On Site	N
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 2	On Site	N
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	On Site	N
Potential for Compressible Ground Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 2	On Site	N
Hazard Potential: Moderate, Contact Ref: 2	0-250m	S
Potential for Ground Dissolution Stability Hazards		
No Hazard		-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	On Site	N
Hazard Potential: Low, Contact Ref: 2	0-250m	SW
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 2	On Site	N
Hazard Potential: Very Low, Contact Ref: 2	0-250m	S

Other Factors Geological	Search Buffer	Direction
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 2	On Site	N
Hazard Potential: No Hazard, Contact Ref: 2	0-250m	E

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Registered Landfill Sites

At present no complete national data set exists for landfill site boundaries, therefore a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

Mining Instability Data

The Mining Instability data was obtained on Licence from Ove Arup + Partners Limited (for further information, contact mining.review@arup.com). No reproduction or further use of such data is to be made without the prior written consent of Ove Arup + Partners Limited. The information and data supplied in the Product are derived from publicly available records and other third party sources and neither Ove Arup + Partners nor Landmark warrant the accuracy or completeness of such information or data.

The information in this Sitecheck Assess Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, Landmark cannot guarantee the accuracy or completeness of such information or data, nor to identify all the factors that may be relevant. If you are a private individual using this report Landmark recommend that you discuss its contents in full with your professional advisor. It is essential to read this report in conjunction with the Product User Guide and your attention is drawn to the scope of the report section within this guide.

The Sitecheck Assess User guide is available free of charge from our website www.sitecheck.co.uk

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Environment Agency

SEPA Scottish Environment Protection Agency

Landmark® Information Group

THE COAL AUTHORITY

British Geological Survey NATURAL ENVIRONMENT RESEARCH COUNCIL

SearchCode™

COPSO

If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Contact Names and Addresses

1 Barnsley Metropolitan Borough Council Environmental Health and Trading Standards

Central Offices
Kendray Street
Barnsley
South Yorkshire
S70 2TN

Telephone 01226 770770
Fax 01226 772599

www.barnsley.gov.uk

2 British Geological Survey Enquiry Service

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

enquiries@bgs.ac.uk
www.bgs.ac.uk

3 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

enquiries@environment-agency.gov.uk

Please note that the Environment Agency/SEPA have a charging policy in place for enquiries.

4 The Coal Authority Mining Report Service

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Telephone 0845 7626848

thecoalauthority@coal.gov.uk

Other Contacts

Institution of Civil Engineering Surveyors

26 Market Street
ALTRINCHAM
Cheshire
WA14 1PF

Telephone 0161 928 8074

www.ices.org.uk/ices.asp

The Association of Geotechnical and Geoenvironmental Specialists

Foreham Street
83 Copers
Cope Road
Beckenham
Kent
BR3 1NR

Telephone 020 86588212

www.ags.org.uk/

The Environmental Auditors Registration Association

Welton House
Limekiln Way
Lincoln
LN2 4US

Telephone 01522 540069

www.greenchannel.com/iea/earahome.htm

The Environmental Industries Commission

45 Weymouth Street
London
W1N 3LD

Telephone 020 79351675

www.eic-uk.co.uk/

The Institution of Civil Engineers

One Great George Street
Westminster
LONDON
SW1P 3AA

Telephone 0207 222 7722
Fax 0207 222 7500

www.ice.org.uk

The Royal Institution of Chartered Surveyors

12 Great George Street
Parliament Square
London
SW1P 3AD

Telephone 020 7222 7000

www.rics.org.uk/

Argyll Environmental Ltd

Tower Point
44 North Road
Brighton
BN1 1YR

Telephone 0845 458 5250
Fax 0845 458 5260

info@argyllenviro.com
www.argyllenvironmental.com

Landmark Information Group Limited

Legal and Financial
The Smith Centre
Fairmile
Henley-on-Thames
Oxon
RG9 6AB

Telephone 0844 844 9966
Fax 0844 844 9980

info@landmarkinfo.co.uk
www.landmarkinfo.co.uk

Search Code

SearchCode™

Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, The Smith Centre, Fairmile, Henley on Thames, RG9 6AB. Telephone 0844 844 9966, email helpdesk@landmark.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, 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 all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to The Property Ombudsman (TPO). TPO can award compensation of up to £5,000 to you if it finds that you have suffered actual loss 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.

TPOs Contact Details:
The Property Ombudsman Scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

Search Code

Complaints Procedure - Information for customers

If you wish to make a complaint, we will deal with it speedily and fairly. We will:

- Produce a formal written complaints procedure and tell you what this is.
- Acknowledge a complaint within 5 working days of its receipt.
- Normally deal with a complaint fully and 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 written response at the latest within 40 days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to The Property Ombudsman scheme (TPOs).

You can get more information about the PCCB from www.propertycodes.org.uk

Please contact our Customer Service Team on 0844 844 9966 if you would like a copy of the full search code.

Complaints should be sent to:

Customer Relationship Manager
Landmark Information Group Ltd
Landmark UK Property
The Smith Centre
Fairmile
Henley-On-Thames
RG9 6AB

Telephone: 0844 844 9966

E-mail: helpdesk@landmark.co.uk

LANDMARK STANDARD TERMS AND CONDITIONS

DEFINITIONS

In these Terms, the following terms have the following meanings:
"Agreement" has the meaning set out in clause 1.d.
"Authorised Reseller" means an agent or reseller who We have duly appointed to resell Our Reports and Services.
"Consumer" means a natural person acting for purposes other than his trade, business or profession.
"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Us and shall include both material developed by or on behalf of Us and Third Party Content.
"End User" means either: (i) a Consumer or a Consumer's friend or family member who uses the Services provided to the Consumer; or (ii) where You are not a Consumer, an employee of Yours who uses the Services provided to You; or (iii) a person identified in clause 2.b or their respective employees.
"Fees" means any charges levied by Us or an Authorised Reseller for Services provided to You.
"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.
"First Purchaser's Lender" means the funding provider for the First Purchaser.
"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site.
"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.
References to **"We"**, **"Us"** and **"Our"** are references to Landmark Information Group Limited, whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY.
"Order" means the request for Services from Us by You.
"Property Site" means a land site in relation to which We provide a Service.
"Report" includes any information that We supply to You including all reports, services, datasets, software or information contained in them.
"Services" means the provision of any service by Us pursuant to these Terms, including without limitation, any Report.
"Supplier" means any third party organisation that provides services, software, data, information and other content or functionality of any form to Us.
"Terms" means these terms and conditions.
"Third Party Content" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.
"Website" means any website hosted by Us and includes the Content and any report, service, document, data-set, software or information contained in such websites or derived from them.
References to **"You"**, **"Your"** and **"Yourself"** refer to the contracting party who accesses the Website or places an Order with Us.

1. Basis of Contract

a. These Terms govern the relationship between Us and You where You purchase Services from Us. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms, when You place any Order, or pay for any Services provided to You by Us.

b. You shall take all reasonable steps to check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Report has been prepared for the correct location and property type. Neither We nor any Suppliers shall have any liability for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Report relates to the correct location or property.

c. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on Our Websites. You acknowledge that it shall remain Your responsibility to check Our Website from time to time for any such amendments or variation to these Terms. Continued Orders of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.

d. These Terms together with Your Order, the Fees and delivery details in relation to Your Order and Our privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Services to You by Us (**"Agreement"**). You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 1.d shall limit or exclude any liability for fraud.

e. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2. Services and Licensed Use

a. Subject to clauses 6.d, 6.k and 6.l, We shall use all reasonable skill, care and diligence in the performance of the Services.

b. Subject always to these Terms You may, without further charge, make the Services available to:

i. the owner of the whole or part of the Property Site at the date of the Report;
ii. any person who purchases the whole or part of the Property Site;
iii. any person who provides funding secured on the whole or part of the Property Site;
iv. any person for whom You act in a professional or commercial capacity in relation to the Property Site;
v. any person who acts for You in a professional or commercial capacity in relation to the Property Site; and/or
vi. prospective buyers of the whole or part of the Property Site as part of an Information Pack but for the avoidance of doubt, We shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.

c. You shall not hold yourself out or describe yourself as Our agent or an agent of any of the Suppliers.

d. You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

e. You shall use Your best endeavours to use adequate technological and security measures, including measures We or Suppliers may reasonably recommend from time to time, to ensure that all Content which You hold or are responsible for is secure from unauthorised use or access.

f. The Content shall only be used strictly in accordance with these Terms and not for any other purpose; nor shall any use of the Content be made that would or might be deemed to be disparaging to Us, the Suppliers or any of them. You shall not be entitled to resell or rent any Content or otherwise any supply products incorporating such Content for commercial sale or rental.

g. You shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Agreement.

h. If You are a Company or public body, You agree that the licensed use of Content pursuant to the Agreement always excludes its use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with You (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate agreement with Us.

i. All other uses of the Content are prohibited. If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.

j. You agree to notify Us as soon as You suspect any infringement of Our or any of Our Supplier's intellectual property rights and You agree to give Us all reasonably required assistance in pursuing any potential infringement.

3. Intellectual Property and Confidentiality

a. You acknowledge and agree that all Intellectual Property Rights in Content are and shall continue to be owned by Us or Our Suppliers and nothing in the Agreement shall transfer, assign or grant any rights to You (save for the licence as set out above).

b. Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content. You agree to indemnify Us against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Us in relation to any breach or alleged breach of this clause 3.b.

4. Termination

a. At any time, We may terminate the Agreement with immediate effect by giving You written notice:

i. if You are in breach of the Terms and, if such breach is capable of remedy, You fail to remedy the breach within 30 days of written notice from Us specifying the breach and requiring it to be remedied; and
ii. if You have a receiver or administrative receiver or administrator appointed over You or any part of Your undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction shall make an order to that effect or if You become subject to an administration order or enter into a voluntary arrangement with Your creditors or shall cease or threaten to cease to carry on business or if You are presented with a bankruptcy petition.

b. In the event of the termination or expiry of the Agreement:
i. You shall, subject to clause 4.b.iii, immediately cease to use the Report and any Content;
ii. You shall, subject to clause 4.b.iii, within 30 days of such termination or expiry, destroy all Content in any media which You hold or for which You are responsible and provide, at Our request, a sworn statement by a duly authorised person that You no longer hold such Content;
iii. except in the event of termination by Us under clause 4.a, You may retain Content in an archive following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a) the archive rights do not apply to Content that include third party Intellectual Property Rights (other than Content provided by Ordnance Survey to the extent that the Intellectual Property Rights in such Content are owned by Ordnance Survey); (b) You shall not disclose Content retained under this clause 4.b.iii to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (c) You must store such Content separately from any other data which You hold; and (d) subject to clause 6.a, We shall have no liability for Your use of it following termination or expiry of the Agreement; and
iv. the parties shall have no further obligations or rights under the Agreement, without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.c to 2.j (inclusive), this clause 4.b, clauses 5.d, 6, 7, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Agreement, shall continue to have effect after such expiry or termination.

5. Payments

a. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Fees at the rates set out in Our or Our Authorised Reseller's invoice within 30 days of the date of each invoice without deduction, counterclaim or set off. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Us or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or Our Authorised Reseller's ability to require payment in respect of the Services delivered to You. You acknowledge that time is of the essence with respect to the payment of such invoices.

b. VAT shall be due in addition to any Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.

c. Neither We nor any Authorised Reseller shall be required to notify You in advance of any amendment to the Fees and the placing of any further Order for Services shall be deemed acceptance of any revisions to the Fees.

d. If You fail to pay by the due date any amount due and payable by You under the Agreement, We shall be entitled, but not obliged to, charge You interest on the overdue amount, payable by You immediately on demand, accruing from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002. Such interest shall accrue on a daily basis.

6. Liability

a. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default or for fraud, and the remainder of this clause 6 is subject to this provision. If You are a Consumer, Your statutory rights (which include, for example, that We will provide the Services to a reasonable standard and within a reasonable time) are not affected by anything in these Terms.

b. Save as set out in clause 6.a, We shall not be liable to You or to any End User in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
i. any indirect or consequential losses (which includes any loss that could not have been reasonably expected by You and Us at the time of entering into these Terms);
ii. loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
iii. loss of goodwill or reputation.

c. Save as set out in clause 6.a, Our total liability to You and/or any End User in contract or tort (including negligence) or for breach of statutory duty shall not exceed an amount of ten million pounds (£10,000,000) per claim or series of connected claims.

d. The Content that Services are based on is derived from third party sources. Therefore, save as set out in clause 6.l in respect of risk assessments and professional opinions, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted.

e. You acknowledge and agree that neither You nor any End User shall have any claim or recourse against any Supplier of Third Party Content.

f. You acknowledge and agree that We do not warrant that the online supply of Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). Time shall not be of the essence in providing the Content or Services.

g. You acknowledge and agree that no physical inspection of the Property Site reported on is carried out as part of any Services offered by Us and We do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection.

h. You acknowledge and agree that We will not be held liable in any way if a Report is used otherwise than as provided for in these Terms and/or in the Report.

i. You acknowledge and agree that the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your (or the End User's) intended purpose.

j. You acknowledge and agree that You shall, on receipt of a Report carry out a reasonable inspection to satisfy Yourself that there are no apparent defects or failures with respect to the description and location of the Property Site and shall promptly inform Us if there are any such defects or failures.

k. All liability for any insurance products purchased by You rests solely with the insurer. We do not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance We will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, You acknowledge and agree that all liability shall remain with the insurers and that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. We do not guarantee that an insurance policy will be available on a Property Site. You acknowledge and agree that all decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and We accept no liability in this regard. The provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.

l. We may provide You with professional opinions or a risk assessment in a Report. You acknowledge and agree that We shall carry out (or procure that third parties carry out) such assessment with reasonable skill and care and that We shall be liable where any such risk assessment is carried out negligently. Notwithstanding the foregoing We shall not be liable for any inaccurate statement, opinion or risk rating in a Report which resulted from a reasonable interpretation of the Content.

m. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.

n. You shall use all reasonable endeavours to ensure that End Users acknowledge and agree to the limitations and exclusions of liability set out in this clause 6.

7. Contribution

a. Save where expressly provided, this clause 7 shall apply solely to *Envirosearch Residential Reports (regardless of the result of such Report)*. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.

b. We are prepared to offer, without any admission or inference of liability, a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution").

c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part IIA of the Environmental Protection Act 1990 ("the Notice") We shall contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:

   i. the Contribution shall only apply to contamination or a pollution incident *present or having occurred prior to the date of the Report*;
   ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or *redeveloped whether for residential purposes or otherwise*;
   iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site; and
   iv. the Contribution will not be paid in respect of any of the following: (1) radioactive contamination of whatsoever nature, directly or indirectly *caused by or contributed to or arising from ionising radiations or* contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (2) asbestos arising out of or *related in any way to asbestos or asbestos-containing materials* on or in structures or services serving the structures; (3) naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural *concentration; (4) intentional non-compliance arising from the intentional* disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority; (5) any condition which is known or ought *reasonably to have been known to the First Purchaser or the First* Purchaser's Lender prior to the purchase of the Report; (6) any condition which is caused by acts of war or an act of terrorism; (7) any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure; (8) any *fines liquidated damages punitive or exemplary damages; (9)* any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock; (10) any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption; and/or (11) any losses incurred following a material change in use of, alteration or development of the Property Site.

d. Without prejudice to Your other rights and remedies under the Agreement, the maximum sum that shall be contributed by Us in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.

e. We shall only pay a Contribution where the Notice is served within 36 months of the issue date of the Report.

f. *Any rights to a Contribution under this clause 7 are not assignable in the* event of a sale of the Property Site and We shall not make any Contribution after the date of completion of such sale.

g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Us in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all Our reasonable requirements with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Our prior written consent to any estimates for such works or complying with any other reasonable request by Us, We shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Us the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.

h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Part IIA of the Environmental Protection Act 1990 You shall ensure that they advise Us within a maximum period of two months from receipt of such communication. This clause 7.h and the service of any notice under it shall not affect the provisions of clauses 7.e and 7.g, and any such communications, even if advised to Us will not operate as notice under clause 7.e.

i. We reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7.g above, to withdraw the offer of payment of Contributions without further notice.

8. Assignment and Sub-contracting

a. We shall be entitled to assign or transfer the Agreement as We reasonably see fit.

b. The Agreement is personal to You. You shall not assign, transfer, sub-licence or otherwise deal with any of Your rights and obligations under the Agreement without Our prior written consent.

c. We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to *perform Our obligations and exercise Our rights under these Terms, which* may include collecting payment on Our behalf.

9. Events Beyond Our Control

a. *Neither party to the Agreement shall be liable for any delay or failure to* perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

10. Complaints and Dispute Resolution

a. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at Our registered office. We will (or Our agents will) respond to any such complaints in writing as soon as practicably possible.

b. If any dispute arises out of or in connection with the Terms of the Agreement or their validity (**"Dispute"**) the parties undertake, subject to clause 10.c, that prior to commencement of court proceedings they will negotiate in good faith *to settle such Dispute by mediation in accordance with the Centre for* Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate *the mediation a party shall give notice in writing to the other party to the* dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 11.f.

c. Clause 10.b shall be without prejudice to the rights of termination stated in clause 4.a and in addition shall not prevent Us from:

   i. *applying for injunctive relief in the case of: (1)* breach or threatened breach of confidentiality; or (2) infringement or threatened infringement of Our or Our Suppliers' intellectual property rights; or
   ii. pursuing a debt claim for the payment of the Fees.

11. General

a. If any provision of the Agreement is found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from the Agreement and never to *have formed part of the Agreement and the remaining provisions shall* continue in full force and effect.

b. No delay, failure or omission on Our, or any Supplier's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude the exercise of that or any other right, power, privilege, claim or remedy.

c. Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided by You or an End User.

d. A person who is not a party to any contract made pursuant to these Terms *shall have no right under the Contract (Rights of Third Parties) Act 1999 to* enforce any terms of the Agreement and We shall not be liable to any such third party in respect of the Products, save that any Supplier may enforce any of these terms and conditions against You in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of the Agreement, We may rescind or vary the Agreement in accordance with its terms without the consent of the Suppliers and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

e. You shall ensure that each End User complies with and is bound by the Terms and shall procure that We may in Our own right enforce such terms and conditions against the End User pursuant to the Contracts (Rights of Third Parties) Act 1999. You shall be responsible for End User's compliance with the Terms and You shall be liable for all breaches of the Terms by the End Users as if they were breaches by You.

f. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 10.b, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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