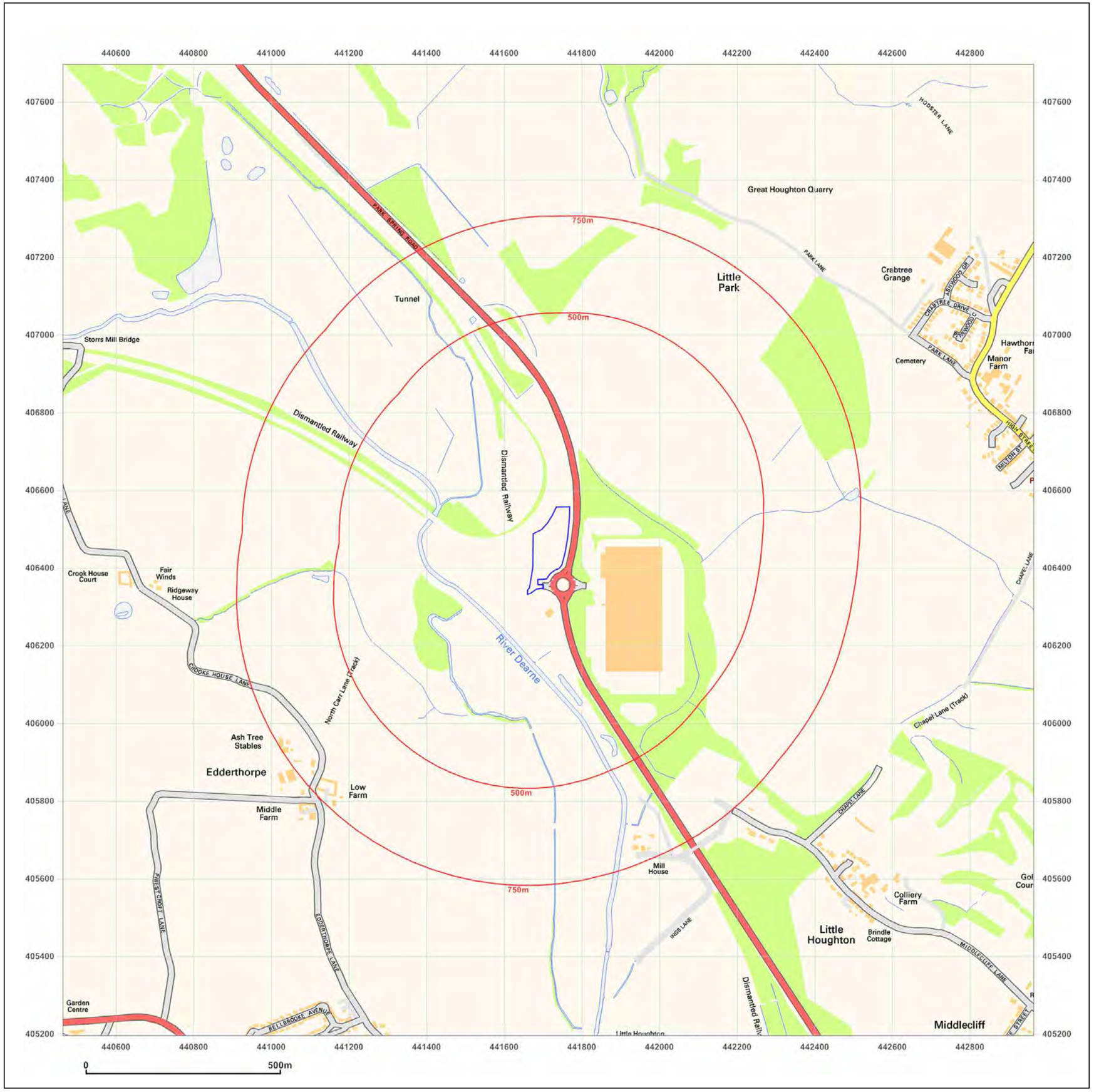

Site Details:

ASOS, PARK SPRING ROAD,
BARNSLEY, S72 7GX

Client Ref: RCEI52836
Report Ref: RPS-3881241
Grid Ref: 441714, 406446

Map Name: National Grid

Map date: **2010**

Scale: 1:10,000

Printed at: 1:10,000

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2010

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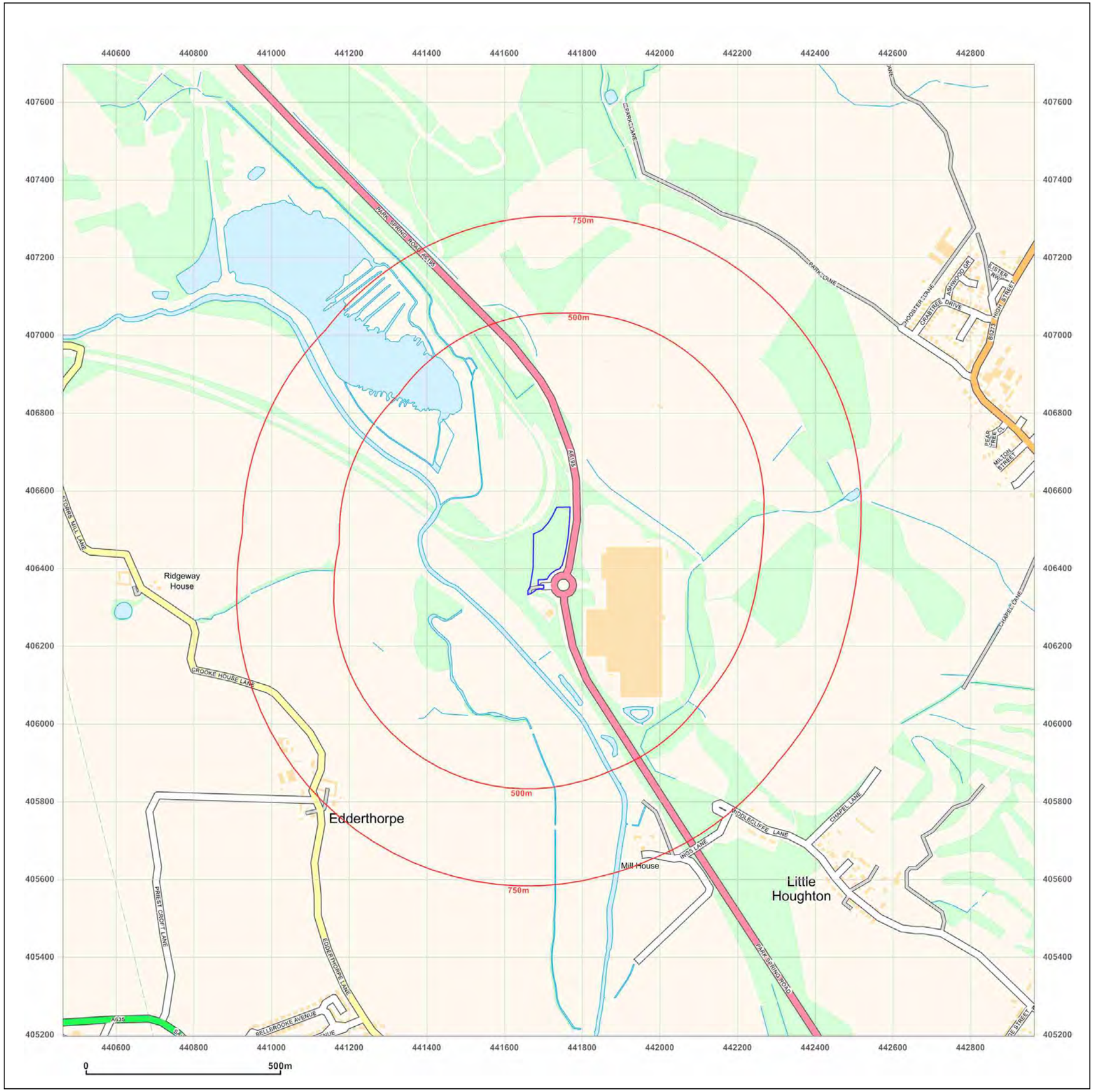
Production date: 15 May 2017

To view map legend click here *Legend*



Groundsure INSIGHTS

Site Details:

ASOS, PARK SPRING ROAD,
BARNSLEY, S72 7GX

Client Ref: RCEI52836
Report Ref: RPS-3881241
Grid Ref: 441714, 406446

Map Name: National Grid

Map date: **2014**

Scale: 1:10,000

Printed at: 1:10,000

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Production date: 15 May 2017

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Appendix D

General Notes

RPS HEALTH, SAFETY & ENVIRONMENT

Phase 1 - Environmental Risk Assessment / Desk Study Environmental Review

General Notes

1. A "desk study" means that no site visits have been carried out as any part thereof, unless otherwise specified.
2. This report provides available factual data for the site obtained only from the sources described in the text and related to the site on the basis of the location information provided by the Client.
3. The desk study information is not necessarily exhaustive and further information relevant to the site may be available from other sources.
4. The accuracy of maps cannot be guaranteed and it should be recognised that different conditions on site may have existed between and subsequent to the various map surveys.
5. No sampling or analysis has been undertaken in relation to this desk study.
6. Any borehole data from British Geological Survey sources is included on the basis that: "The British Geological Survey accept no responsibility for omissions or misinterpretation of the data from their Data Bank as this may be old or obtained from non-BGS sources and may not represent current interpretation".
7. Where any data supplied by the Client or from other sources, including that from previous site investigations, have been used it has been assumed that the information is correct. No responsibility can be accepted by RPS for inaccuracies in the data supplied by any other party.
8. This report is prepared and written in the context of an agreed scope of work and should not be used in a different context. Furthermore, new information, improved practices and changes in legislation may necessitate a re-interpretation of the report in whole or in part after its original submission.
9. The copyright in the written materials shall remain the property of the RPS Company but with a royalty-free perpetual licence to the Client deemed to be granted on payment in full to the RPS Company by the Client of the outstanding amounts.
10. The report is provided for sole use by the Client and is confidential to them, their professional advisors, no responsibility whatsoever for the contents of the report will be accepted to any person other than the Client. [Unless otherwise agreed]
11. These terms apply in addition to the RPS HSED "Standard Terms & Conditions" (or in addition to another written contract which may be in place instead thereof) unless specifically agreed in writing. (In the event of a conflict between these terms and the said Standard Terms & Conditions the said Standard Terms & Conditions shall prevail.) In the absence of such a written contract the Standard Terms & Conditions will apply.

Appendix E

Part 2A (The Contaminated Land Regime)

Contaminated Land Definition

Under Section 57 of the Environmental Act 1995, Part 2A was inserted into the Environmental Protection Act 1990 to include provisions for the management of contaminated land.

Subsequent regulations were first implemented in England in April 2000, Scotland in July 2000 and Wales in July 2001[1], providing a definition of 'contaminated land' and setting out the nature of liabilities that can be incurred by owners of contaminated land and groundwater.

According to the Act, contaminated land is defined as 'any land which appears to the local authority in whose area the land is situated to be in such a condition, by reason of substances in, on or under the land that:

a) *significant harm* is being caused or there is a *significant possibility* of such harm being caused; or
b) *significant pollution* of controlled waters[2] is being caused or there is a significant possibility of such pollution being caused[3],

The guidance on determining whether a particular possibility is significant is based on the principles of risk assessment and in particular on considerations of the magnitude or consequences of the different types of significant harm caused. The term 'possibility of significant harm being caused' should be taken, as referring to a measure of the probability, or frequency, of the occurrence of circumstances that could lead to significant harm being caused.

The following situations are defined where harm is to be regarded as significant:

i. Chronic or acute toxic effect, serious injury or death to humans
ii. Irreversible or other adverse harm to the ecological system
iii. Substantial damage to, or failure of, buildings
iv. Disease, other physical damage or death of livestock or crops
v. The pollution of controlled waters[4].

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[1] In England by The Contaminated Land (England) Regulations 2000, updated by The Contaminated Land (England) (Amendment) Regulations 2012; in Scotland by The Contaminated Land (Scotland) Regulations 2000, updated by the Contaminated Land (Scotland) Regulations 2005; and in Wales by The Contaminated Land (Wales) Regulations 2001, updated by the Contaminated Land (Wales) Regulations 2006.

[2] In Scotland the term "controlled water" has been updated to "water environment" under the Contaminated Land (Scotland) Regulations 2005 in line with the Water Environment and Water Services (Scotland) Act 2003.

[3] The definition was amended in 2012 by implementation of the Water Act 2003.

[4] Groundwater in this context does not include waters within underground strata but above the saturated zone.

With regard to radioactivity, contaminated land is defined as 'any land which appears to be in such a condition, by reason of substances in, on or under the land that harm is being caused, or there is a *significant possibility of such harm being caused*[5]'.

The Risk Assessment Methodology

Risk assessment is the process of collating known information on a hazard or set of hazards in order to estimate actual or potential risks to receptors. The receptor may be humans, a water resource, a sensitive local ecosystem or future construction materials. Receptors can be connected with the hazard via one or several exposure pathways (e.g. the pathway of direct contact). Risks are generally managed by isolating or removing the hazard, isolating the receptor, or by intercepting the exposure pathway. Without the three essential components of a source (hazard), pathway and receptor, there can be no risk. Thus, the mere presence of a hazard at a site does not mean that there will necessarily be attendant risks.

The Risk Assessment

By considering where a viable pathway exists which connects a source with a receptor, this assessment will identify where pollutant linkages may exist. A pollutant linkage is the term used by the DEFRA in their standard procedure on risk assessment. If there is no pollutant linkage, then there is no risk. Therefore, only where a viable pollutant linkage is established does this assessment go on to consider the level of risk. Risk should be based on a consideration of both:

- The likelihood of an event (probability) - takes into account both the presence of the hazard and receptor and the integrity of the pathway.
- The severity of the potential consequence - takes into account both the potential severity of the hazard and the sensitivity of the receptor.

For further information please see the Contaminated Land section on the DEFRA website (www.defra.gov.uk).

[5] The Radioactive Contaminated Land (Modification of Enactments) (England) Regulations 2006 and Contaminated Land (Wales) Regulations 2006.

RPS HEALTH, SAFETY & ENVIRONMENT

Phase 1 - Environmental Risk Assessment / Desk Study Environmental Review

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