GroundSure GeoInsight

Address: Land off Champany Fields, Dodworth, Barnsley, S75 3SQ

Date: Jul 27, 2010

GroundSure Reference: HMD-283-917194

Your Reference: C3902/SA/2697



Brought to you by GroundSure

Aerial Photograph of Study Site

NW N NE



W E

SW S SE

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Site Name: Land off Champany Fields, Dodworth, Barnsley, S75 3SQ
Grid Reference: 431056,405146
Size of Site: 1.40 ha

Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary
1. Geology	**Description**
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	Yes
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	No
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	No
1.2.3 Are there any records of landslip within 500m of the study site boundary?	No
1.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	
1.3.2 Are there any records relating to permeability of bedrock within the study site* boundary?	Yes
1.3.3 Are there any records of faults within 500m of the study site boundary?	Yes
1.3.4 Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level
1.3.5 Is the property in an area where Radon Protection Measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?	No radon protective measures are necessary

* This includes an automatically generated 50m buffer zone around the site

Source:Scale 1:50,000 BGS Sheet No:087

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	2	4	12	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	8	3	19
2.3 Current Ground Workings	0	0	0	1	4

3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	8	3	19
3.2 Coal Mining	1	0	0	0	0
3.3 Johnson Poole and Bloomer Coal Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	1	0	0	0	1
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0

*This includes an automatically generated 50m buffer zone around the site

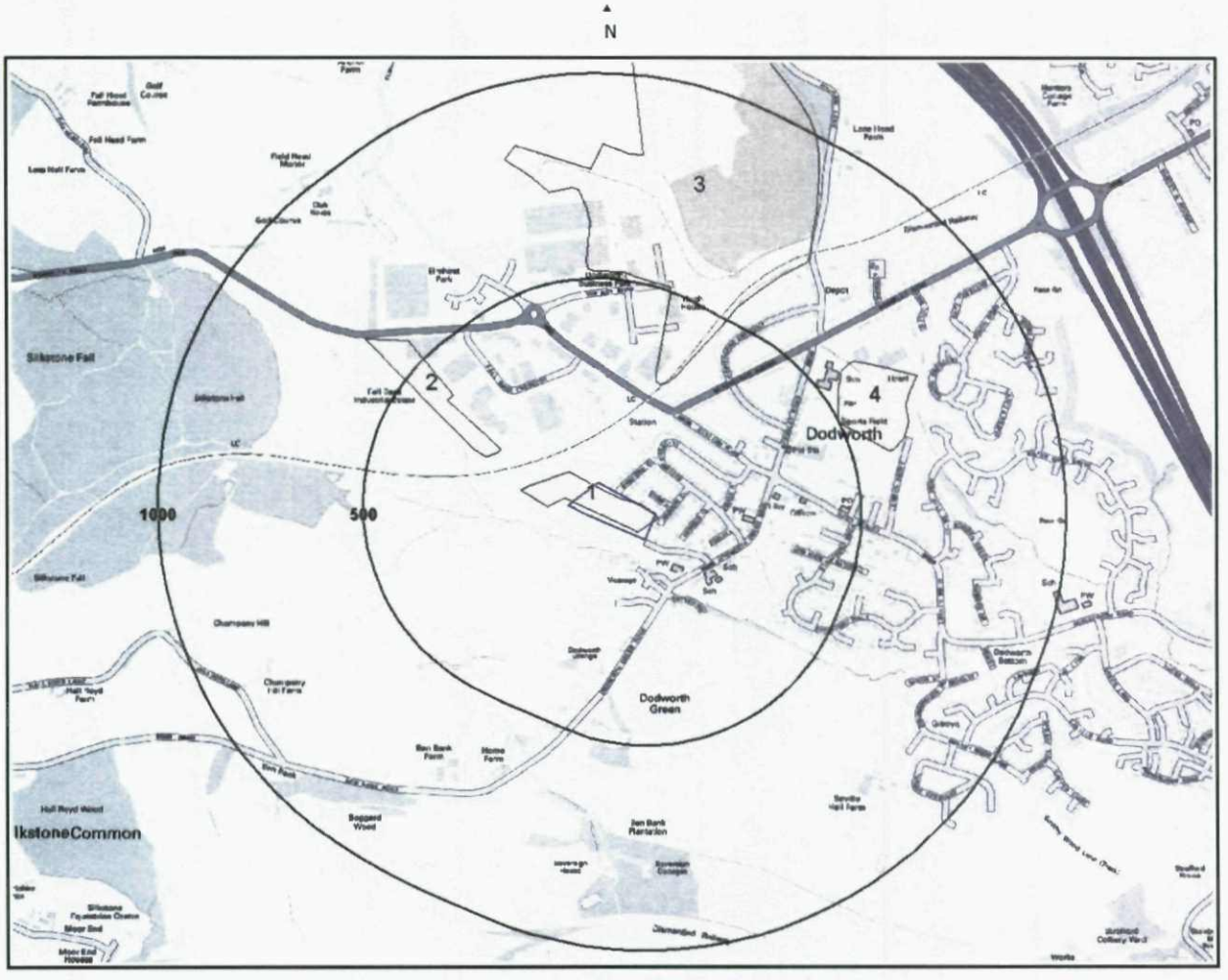
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Very Low	-	-	-	-
4.2 Landslides	Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Negligible	-	-	-	-
4.4 Compressible Deposits	Moderate	-	-	-	-
4.5 Collapsible Deposits	Negligible	-	-	-	-
4.6 Running Sand	Very Low	-	-	-	-

* This includes an automatically generated 50m buffer zone around the site

5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	0	0	-	-

6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	2	0	0	-	-

1.1 Artificial Ground Map



Artificial Ground Legend

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Site Outline

500
1000
Search Buffers (m)

Made Ground (undivided)

Worked Ground (undivided)

Infilled Ground

Disturbed Ground (undivided)

Landscaped Ground (undivided)

Reclaimed Ground

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:087

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary? **Yes**

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
2	212.0	NW	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
3	282.0	NE	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT
4	499.0	NE	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT

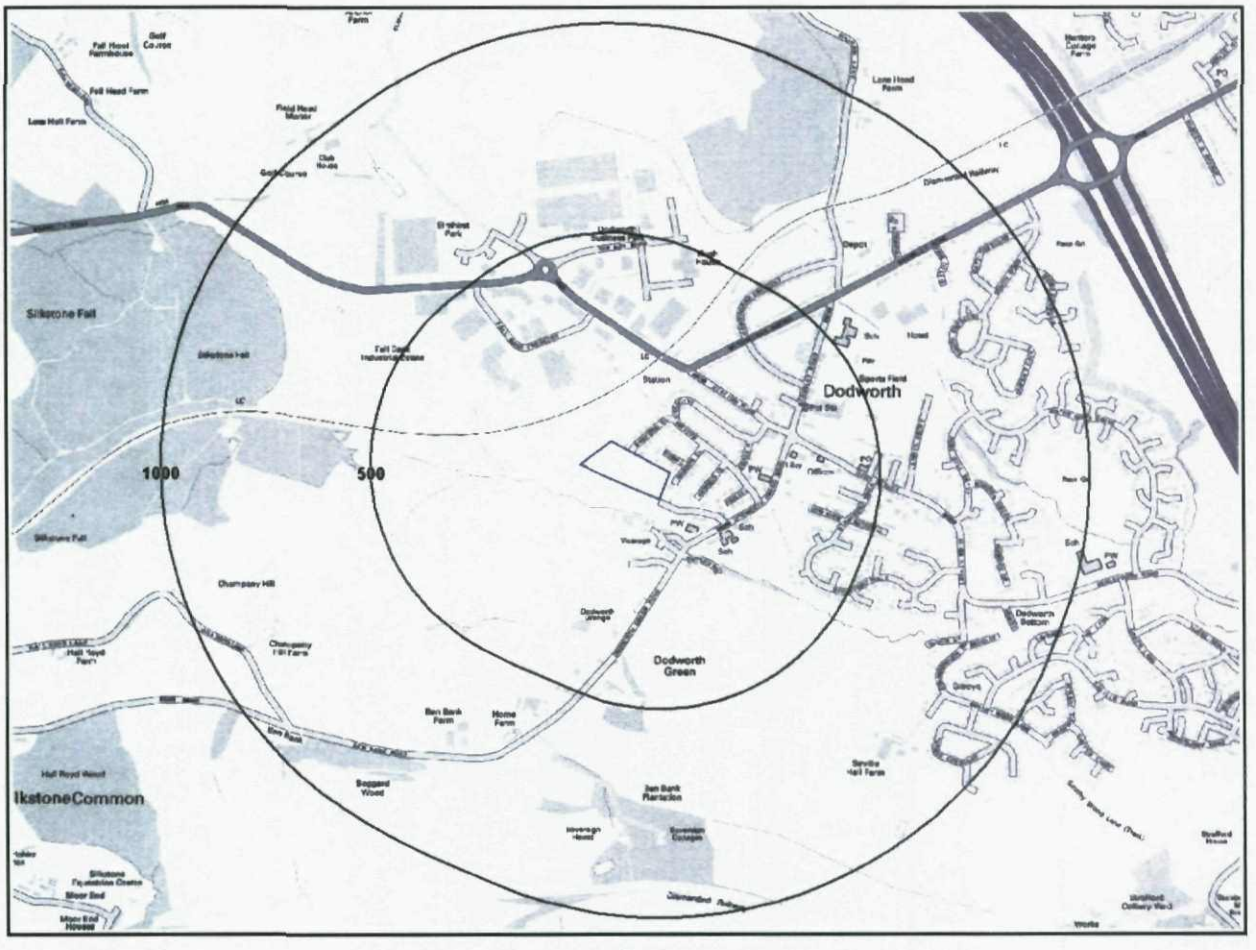
1.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site* boundary? **No**

Database searched and no data found.

* This includes an automatically generated 50m buffer zone around the site.

1.2 Superficial Deposits and Landslips Map



Superficial and Landslips Legend

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Site Outline

500
1000
Search Buffers (m)

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.2Superficial Deposits and Landslips

1.2.1 Superficial Deposits/Drift Geology

Are there any records of Superficial Deposits/Drift Geology within 500m of the study site boundary? **No**

Database searched and no data found.

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site* boundary? **No**

Database searched and no data found.

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary? **No**

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site* boundary? **No**

Database searched and no data found.

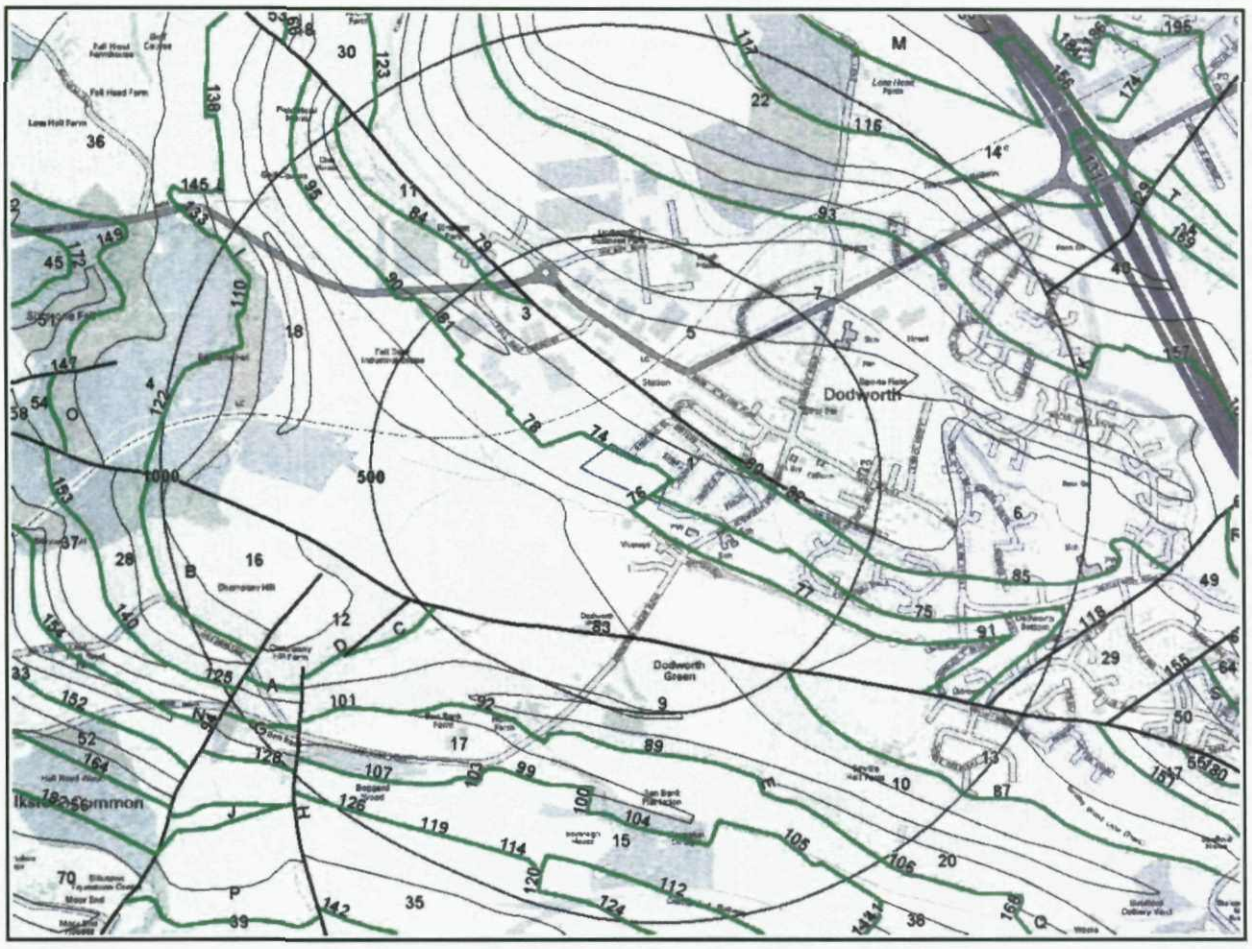
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*This includes an automatically generated 50m buffer zone around the site.

1.3 Bedrock and Faults Map

NW N NE

W E



SW S SE

Bedrock & Faults Deposits Legend

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Site Outline

500
1000

Search Buffers (m)

Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

1.3Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:087

1.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	PLCM-MDSS	Pennine Lower Coal Measures Formation - Mudstone, Siltstone And Sandstone	Langsettian (westphalian A)
2	40.0	SW	PLCM-SDST	Pennine Lower Coal Measures Formation - Sandstone	Langsettian (westphalian A)
3	68.0	NE	PLCM-SDST	Pennine Lower Coal Measures Formation - Sandstone	Langsettian (westphalian A)
4	92.0	SW	PLCM-MDSS	Pennine Lower Coal Measures Formation - Mudstone, Siltstone And Sandstone	Langsettian (westphalian A)
5	124.0	NE	PMCM-SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
6	128.0	NE	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
7	316.0	N	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
8	320.0	NW	PLCM-SDST	Pennine Lower Coal Measures Formation - Sandstone	Langsettian (westphalian A)
9	326.0	S	PMCM-SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
10	374.0	S	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
11	387.0	NW	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
12	479.0	SW	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
13	497.0	SE	PMCM-SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site* boundary? Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Fracture	High	Low
40.0	SW	Fracture	High	Low

1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary? Yes

ID	Distance (m)	Direction	Category Description	Feature Description
74	0.0	On Site	ROCK	Coal seam, inferred coincident with Artificial geology boundary
75	0.0	On Site	ROCK	Ironstone bed, inferred

* This includes an automatically generated 50m buffer zone around the site.

76	0.0	On Site	ROCK	Coal seam, inferred
77	40.0	SW	ROCK	Coal seam, inferred coincident with bedrock geology boundary
78	103.0	NW	ROCK	Ironstone bed, inferred
79	124.0	NE	FAULT	Normal fault, inferred
80	128.0	NE	ROCK	Coal seam, inferred coincident with bedrock geology boundary
81	212.0	NW	ROCK	Ironstone bed, inferred
82	223.0	E	ROCK	Coal seam, inferred coincident with bedrock geology boundary
83	326.0	S	FAULT	Normal fault, inferred
84	387.0	NW	ROCK	Coal seam, inferred coincident with bedrock geology boundary
85	439.0	E	ROCK	Coal seam, inferred coincident with bedrock geology boundary
86 C	479.0	SW	ROCK	Coal seam, inferred coincident with bedrock geology boundary
87	497.0	SE	ROCK	Coal seam, inferred coincident with bedrock geology boundary

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 Radon Affected Areas

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

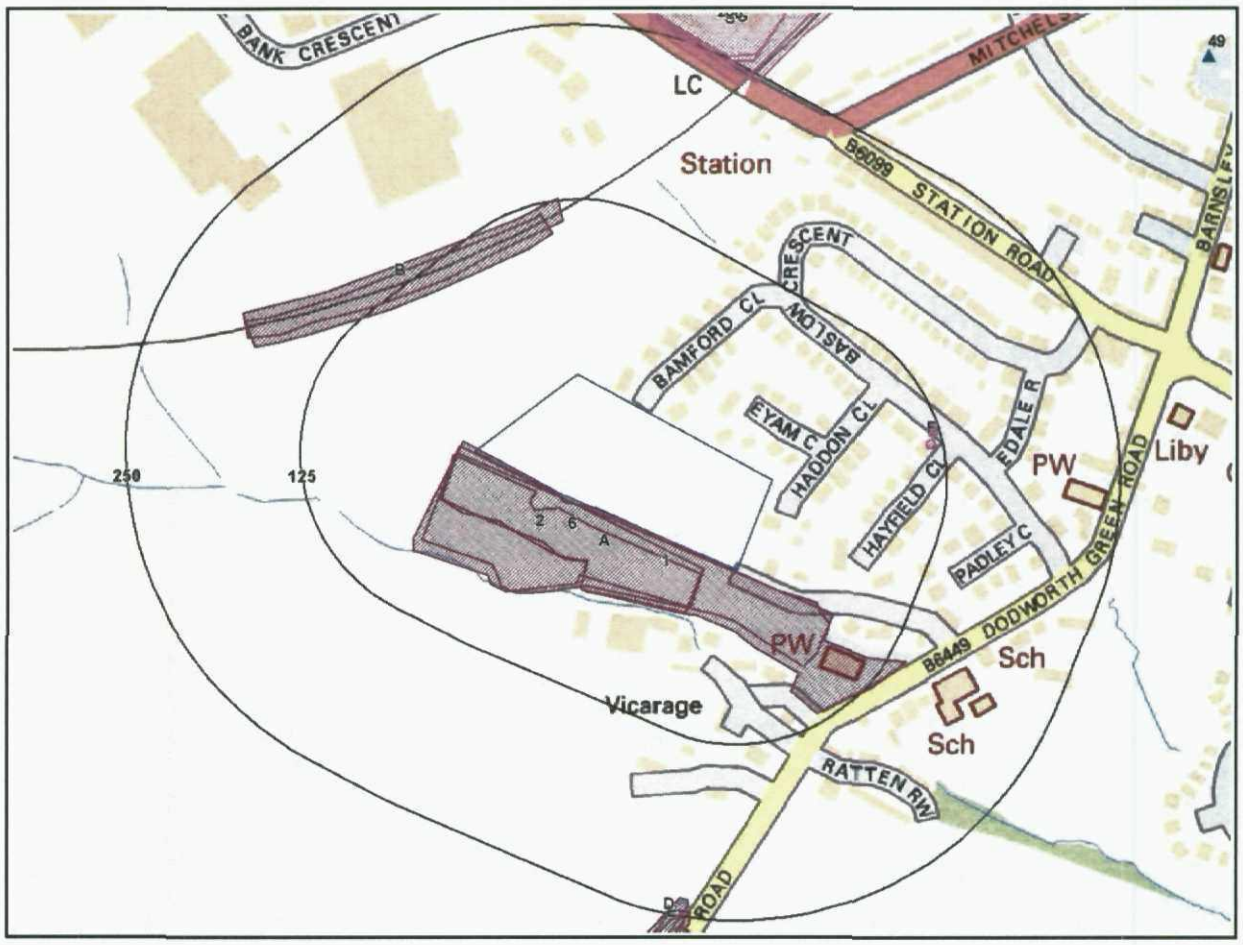
The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

1.3.5 Radon Protection

Is the property in an area where Radon Protection are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

2. Ground Workings Map



Ground Workings Legend

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Site Outline

125
250
Search Buffers (m)

Historic Surface Ground Workings

Historic Underground Workings

Current Ground Workings

2. Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? Yes

The following Historical Surface Ground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
1	0.0	On Site	431110,405074	Cemetery	1938
2	0.0	SW	431027,405110	Cemetery	1993
3A	2.0	SW	431077,405086	Cemetery	1973
4A	2.0	SW	431077,405086	Cemetery	1966
5A	2.0	SW	431077,405086	Cemetery	1982
6	5.0	SW	431036,405106	Cemetery	1951
7B	96.0	NW	430913,405286	Cuttings	1904
8B	96.0	NW	430913,405286	Cuttings	1891
9B	103.0	NW	430916,405295	Cuttings	1938
10 C	236.0	NE	431271,405714	Old Collieries	1904
11 C	236.0	NE	431271,405714	Colliery	1891
12 D	237.0	S	431106,404830	Pond	1951
13 D	237.0	S	431106,404830	Pond	1977
14 D	237.0	S	431106,404830	Pond	1965
15 G	244.0	NE	431266,405723	Old Collieries	1938
16 D	246.0	S	431105,404816	Unspecified Pit	1891
17 E	249.0	S	431104,404817	Pond	1938
18 E	249.0	S	431104,404817	Pond	1904

2.2 Historical Underground Workings Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary? Yes

The following Historical Underground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
19F	113.0	E	431294,405169	Air Shaft	1904
20F	117.0	E	431296,405178	Air Shaft	1938
21F	119.0	E	431296,405181	Air Shaft	1951
22C	236.0	NE	431271,405714	Old Collieries	1904
23C	236.0	NE	431271,405714	Colliery	1891

24G	244.0	NE	431266,405723	Old Collieries	1938
25	248.0	NE	431125,405693	Unspecified Mine	1966
26	248.0	NE	431192,405676	Unspecified Mine	1973
27	251.0	NE	431305,405736	Collieries	1951
Not shown	435.0	N	431188,405633	Unspecified Shaft	1938
Not shown	438.0	N	431188,405636	Unspecified Shaft	1951
Not shown	522.0	W	430277,405209	Disused Colliery	1951
Not shown	522.0	W	430261,405206	Colliery	1938
Not shown	769.0	S	431081,404234	Disused Colliery	1904
Not shown	801.0	S	431197,404216	Colliery	1891
Not shown	862.0	S	431171,404214	Unspecified Old Shaft	1951
Not shown	864.0	S	431171,404210	Unspecified Disused Shaft	1977
Not shown	865.0	S	431168,404210	Unspecified Old Shaft	1938
Not shown	903.0	S	431000,404176	Unspecified Level	1904
Not shown	924.0	SW	430405,404426	Air Shaft	1951
Not shown	931.0	SW	430405,404419	Air Shaft	1938
Not shown	931.0	SW	430405,404419	Air Shaft	1904
Not shown	936.0	S	430930,404166	Unspecified Old Level	1951
Not shown	940.0	S	430928,404162	Unspecified Old Level	1938
Not shown	960.0	S	431145,404115	Air Shafts	1904
Not shown	963.0	S	431061,404117	Air Shafts	1904
Not shown	967.0	S	431091,404111	Air Shaft	1951
Not shown	972.0	S	431088,404106	Air Shaft	1938
Not shown	972.0	S	431088,404106	Air Shafts	1904
Not shown	974.0	S	431094,404102	Unspecified Disused Shaft	1977

2.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

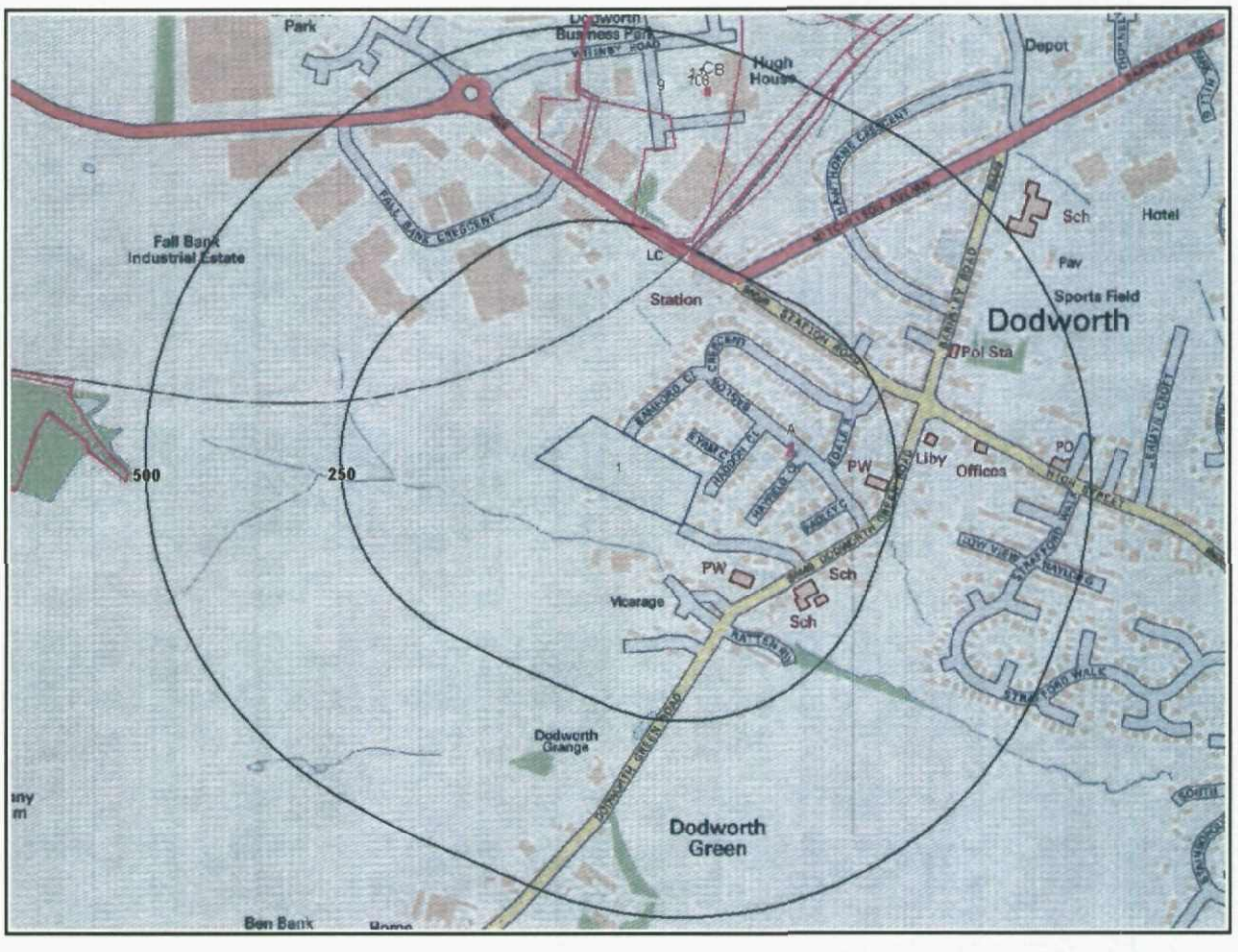
Are there any BGS Current Ground Workings within 1000m of the study site boundary? **Yes**

The following Current Ground Workings information is provided by British Geological Society:

ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
49	435.0	NE	431494, 405445	Sandstone	Cliff Lane	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	516.0	N	431185, 405715	Coal, Deep	Old Silkstone Collieries	Working is wholly underground, access by shaft, adit or drift. Working may be termed Colliery, Mine, Drift Mine, Slant, Level, Adit or Ingoing Eye (Ingaun' Ee' - Scots)	Ceased

Not shown	737.0	W	430234, 405245	Coal, Deep	Silkstone Fall Colliery	Working is wholly underground, access by shaft, adit or drift. Working may be termed Colliery, Mine, Drift Mine, Slant, Level, Adit or Ingoing Eye (Ingaun' Ee' - Scots)	Ceased
Not shown	861.0	SW	430394, 404522	Sandstone	Ben Bank	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	874.0	S	431154, 404205	Coal, Deep	New Sovereign Colliery	Working is wholly underground, access by shaft, adit or drift. Working may be termed Colliery, Mine, Drift Mine, Slant, Level, Adit or Ingoing Eye (Ingaun' Ee' - Scots)	Ceased

3. Mining, Extraction & Natural Cavities Map



Mining, Extraction & Natural Cavities Legend

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Site Outline

250
500
Search Buffers (m)

Historical Mining

Non-Coal Mining Cavities

Natural Cavities

Non-Coal Mining

Highly likely

Likely

Unlikely

Highly unlikely

Rare

3.Mining, Extraction & Natural Cavities

3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary? **Yes**

The following Historical Mining information is provided by Groundsure :

ID	Distance (m)	Direction	NGR	Details	Date
3A	113.0	E	431294,405169	Air Shaft	1904
4A	117.0	E	431296,405178	Air Shaft	1938
5A	119.0	E	431296,405181	Air Shaft	1951
6B	236.0	NE	431271,405714	Old Collieries	1904
7B	236.0	NE	431271,405714	Colliery	1891
8	244.0	NE	431266,405723	Old Collieries	1938
9	248.0	NE	431125,405693	Unspecified Mine	1966
10	248.0	NE	431192,405676	Unspecified Mine	1973
11	251.0	NE	431305,405736	Collieries	1951
12C	435.0	N	431188,405633	Unspecified Shaft	1938
13C	438.0	N	431188,405636	Unspecified Shaft	1951
14D	522.0	W	430277,405209	Disused Colliery	1951
15D	522.0	W	430261,405206	Colliery	1938
Not shown	769.0	S	431081,404234	Disused Colliery	1904
Not shown	801.0	S	431197,404216	Colliery	1891
Not shown	862.0	S	431171,404214	Unspecified Old Shaft	1951
Not shown	864.0	S	431171,404210	Unspecified Disused Shaft	1977
Not shown	865.0	S	431168,404210	Unspecified Old Shaft	1938
Not shown	903.0	S	431000,404176	Unspecified Level	1904
Not shown	924.0	SW	430405,404426	Air Shaft	1951
Not shown	931.0	SW	430405,404419	Air Shaft	1904
Not shown	931.0	SW	430405,404419	Air Shaft	1938
Not shown	936.0	S	430930,404166	Unspecified Old Level	1951
Not shown	940.0	S	430928,404162	Unspecified Old Level	1938
Not shown	960.0	S	431145,404115	Air Shafts	1904
Not shown	963.0	S	431061,404117	Air Shafts	1904
Not shown	967.0	S	431091,404111	Air Shaft	1951
Not shown	972.0	S	431088,404106	Air Shaft	1938

Not shown	972.0	S	431088,404106	Air Shafts	1904
Not shown	974.0	S	431094,404102	Unspecified Disused Shaft	1977

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary? **Yes**

The following Coal Mining information provided by the Coal Authority is not represented on Mapping:

Distance (m)	Direction	Details
0.0	On Site	The study site is located within the specified search distance of an identified mining area. Further details concerning this can be obtained from the Coal Authority Helpline on 0845 762 6848.

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to coal mining.

Are there any JPB Coal Mining areas within 1000m of the study site boundary? **No**

The following information provided by JPB is not represented on Mapping:

Database searched. No results found.

3.4 Non – Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary? **Yes**

The following non-coal mining information is provided by the BGS:

ID	Distance (m)	Direction	Name	Commodity	Assessment of likelihood
1	0.0	On Site	Sheffield Area	Vein Mineral \ Iron ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.
Not shown	967.0	W	Sheffield Area	Vein Mineral \ Iron ore	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.

3.5 Non – Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great

Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary? **No**

Database searched and no data found.

3.7 Brine Extraction

This dataset provides information from the Brine Compensation Board which has been discontinued and is now covered by the Coal Authority.

Are there any Brine Extraction areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.3 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary? **No**

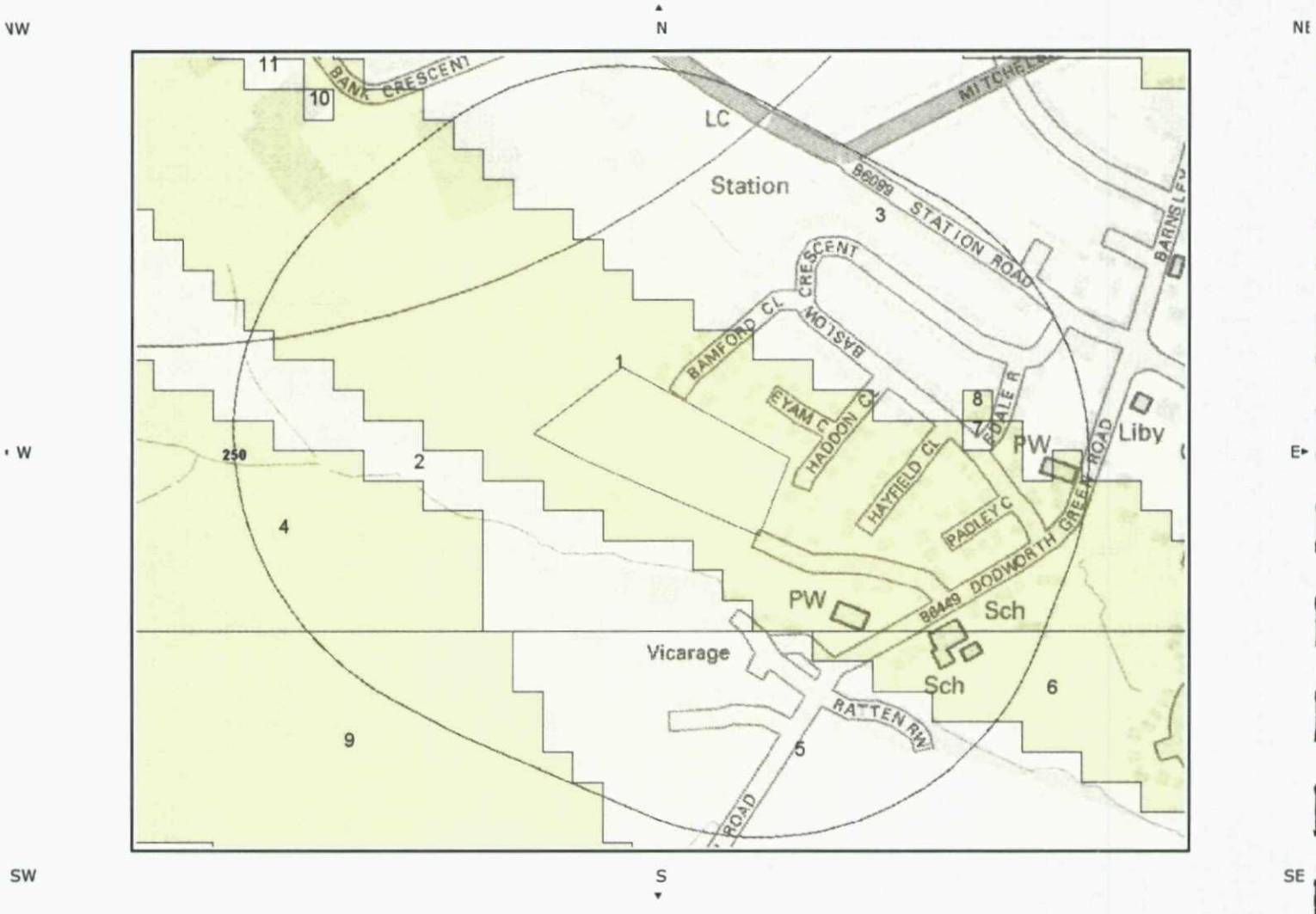
Database searched and no data found.

3.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

Are there any Clay Mining areas within 1000m of the study site boundary? **No**

4. Natural Ground Subsidence
4.1 Shrink-Swell Clay Map



Shrink-Swell Clay Legend

Enabled by Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

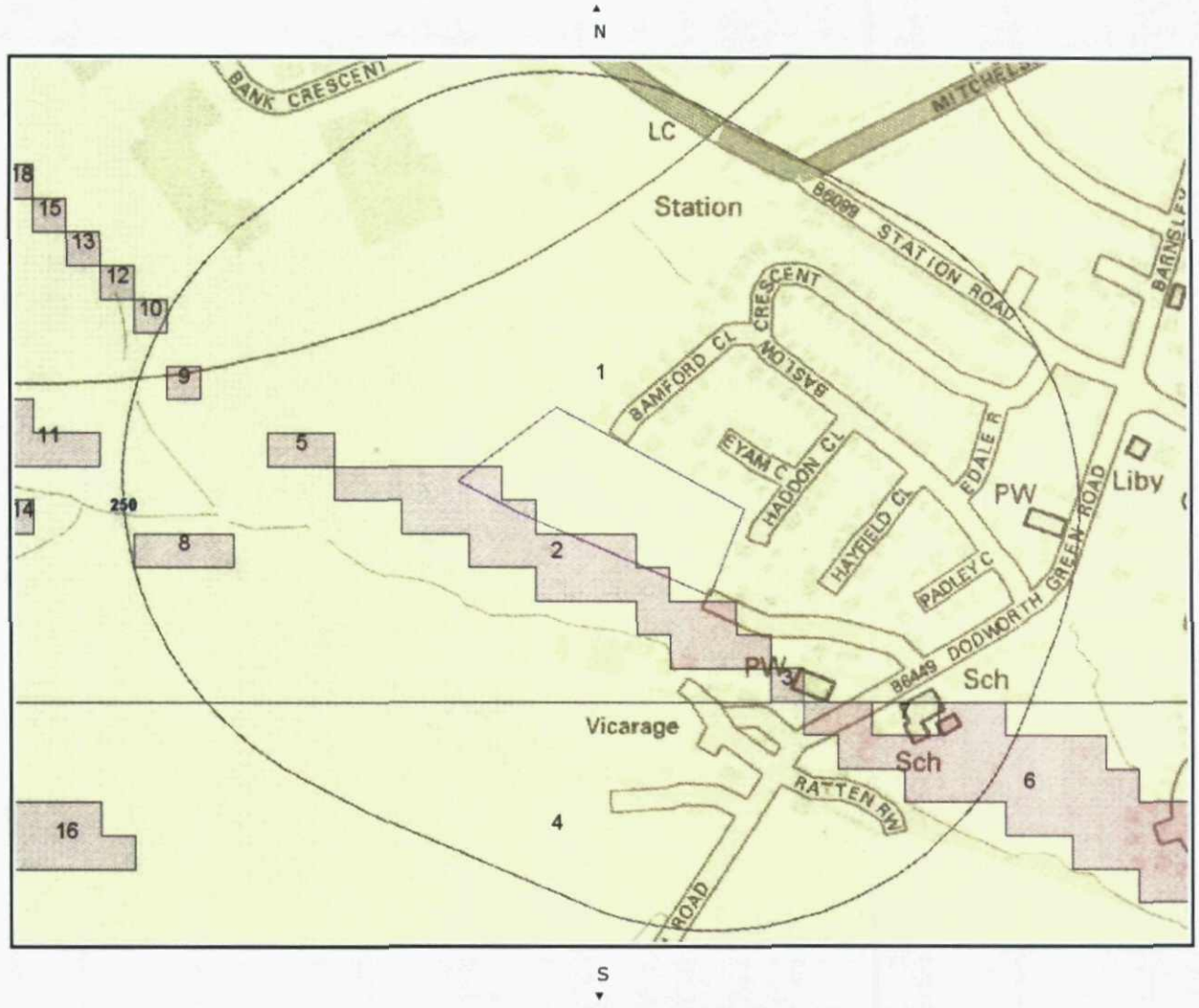
Very Low

Low

Moderate

High

4.2 Landslides Map



Landslides Legend

Enabled by Ordnance Survey

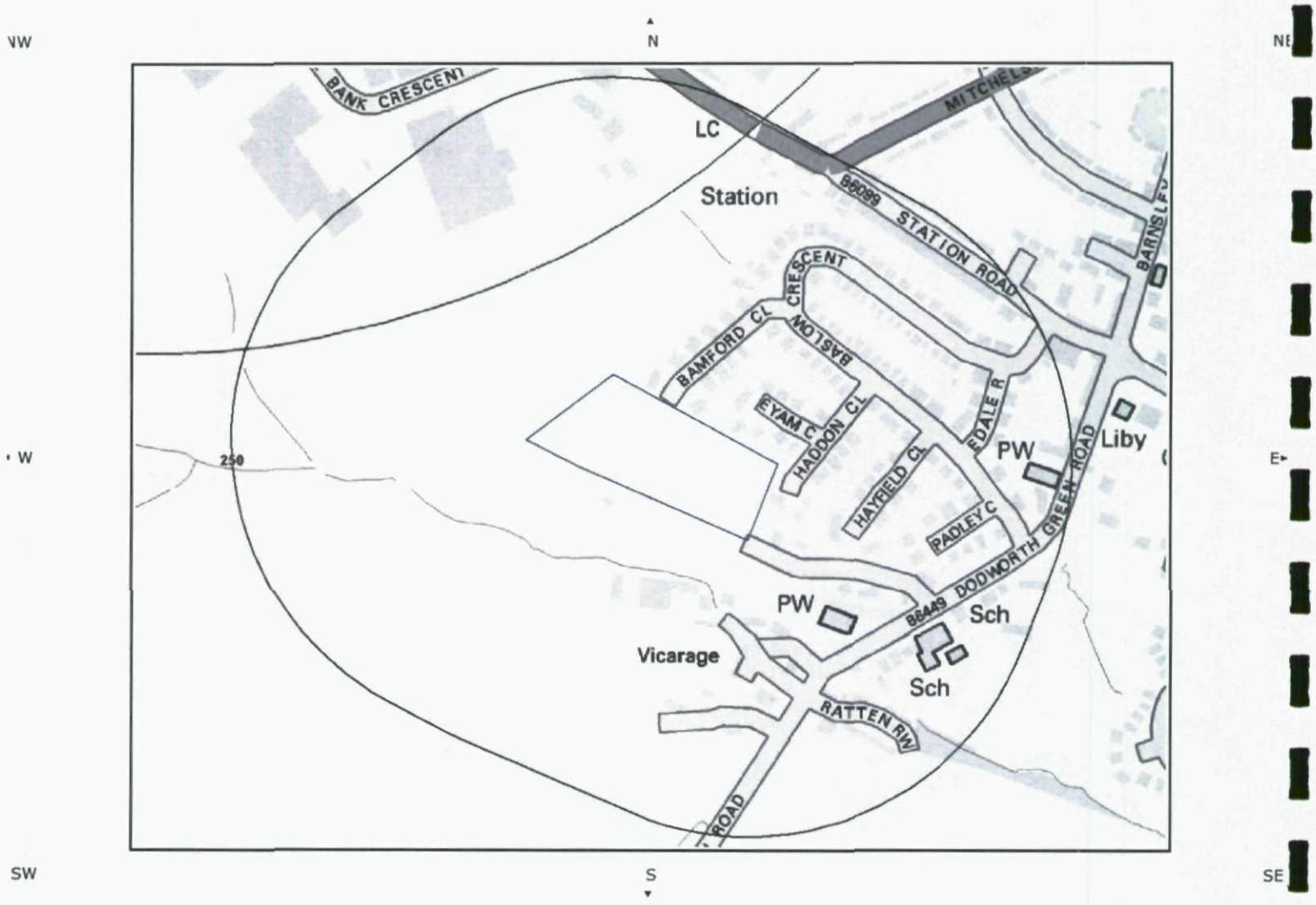
Crown Copyright. All Rights Reserved
Licence Number: 100035207

Site Outline

125
250
Search Buffers (m)

No Data / Null
Negligible
Very Low
Low
Moderate
High

4.3 Ground Dissolution Soluble Rocks Map



Ground Dissolution Soluble Rocks Legend

Enabled by Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

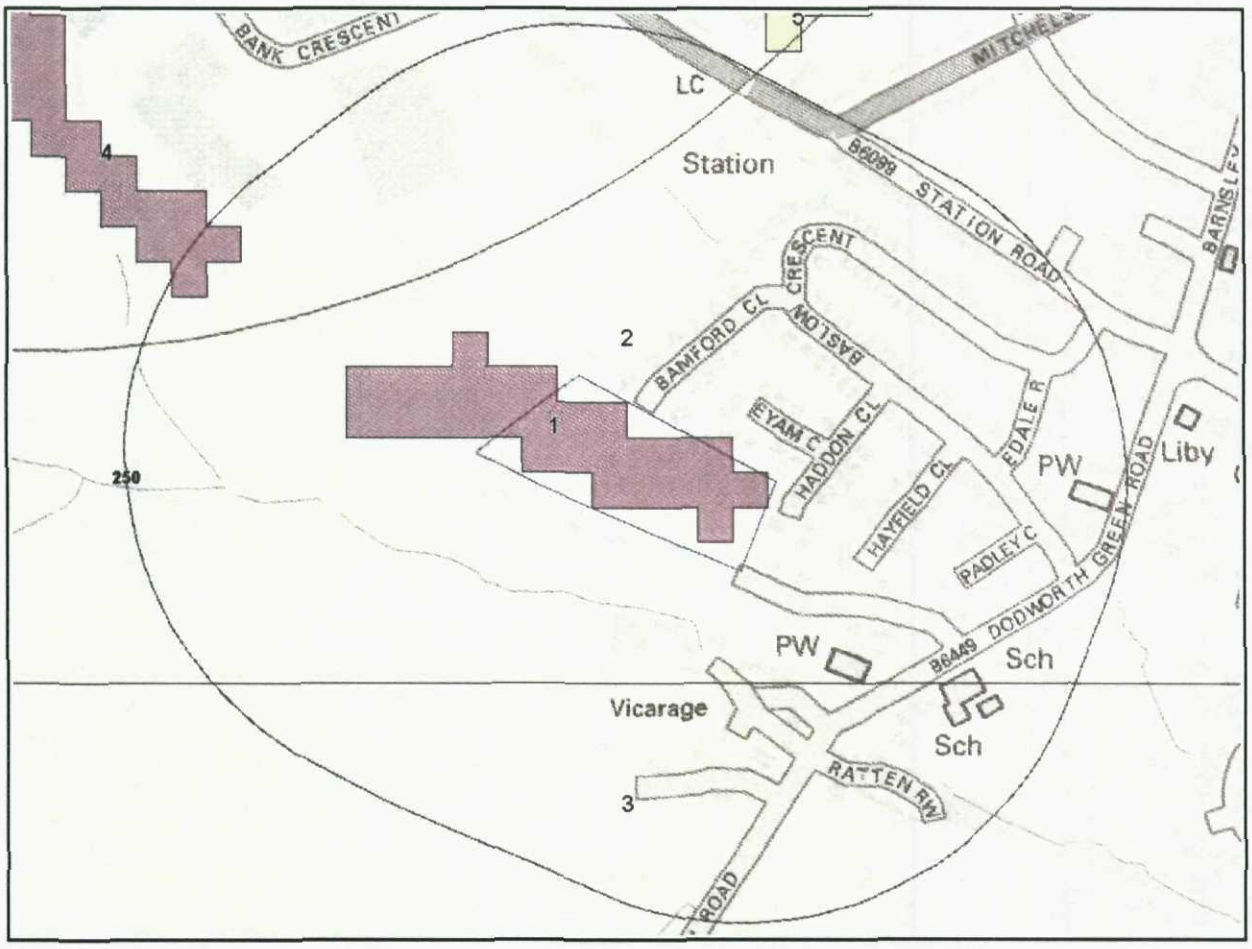
Very Low

Low

Moderate

High

4.4 Compressible Deposits Map



Compressible Deposits Legend

Enabled by OS Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

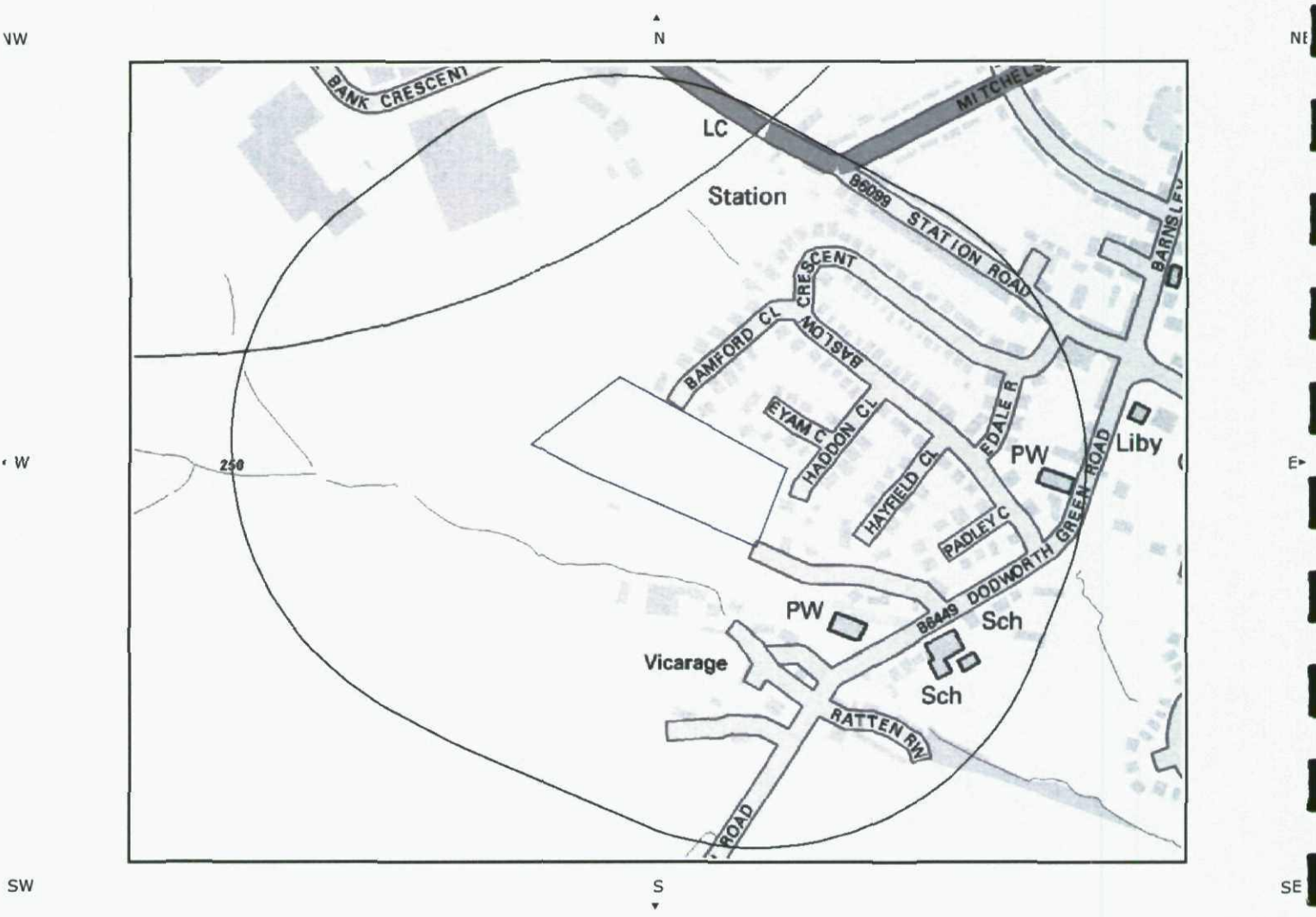
Very Low

Low

Moderate

High

4.5 Collapsible Deposits Map



Collapsible Deposits Legend

Enabled by Ordnance Survey

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Licence Number: 100035207

Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

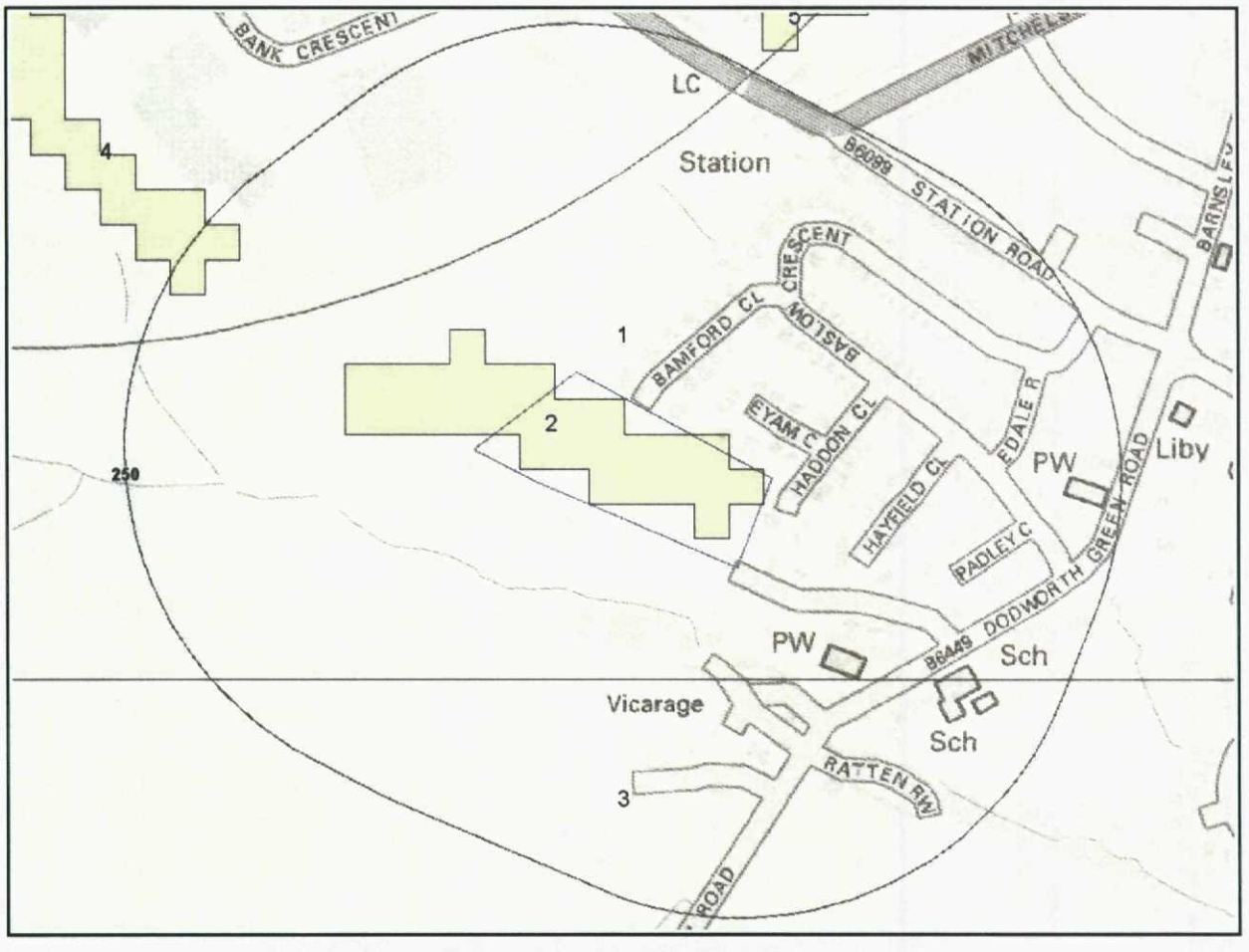
Very Low

Low

Moderate

High

4.6 Running Sand Map



Running Sand Legend

Enabled by Ordnance Survey

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Licence Number: 100035207

Site Outline

125
250
Search Buffers (m)

No Data / Null
Negligible
Very Low

Low
Moderate
High

4.Natural Ground Subsidence

The National Ground Subsidence rating is obtained through the 6 natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS).

The following GeoSure data represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

What is the maximum hazard rating of natural subsidence within the study site* boundary? **Moderate**

4.1 Shrink – Swell Clays

The following Shrink Swell information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
2	26.0	SW	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
2	0.0	On Site	Low	Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property no significant increase in insurance risk due to natural slope instability problems.

4.3 Ground Dissolution of Soluble Rocks

The following Soluble Rocks information provided by the British Geological Survey:

Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

*This includes an automatically generated 50m buffer zone around the study site boundary.

4.4 Compressible Deposits

The following Compressible Ground information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Moderate	Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property - possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.
2	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

4.5 Collapsible Deposits

The following Collapsible Rocks information is provided by the British Geological Survey:

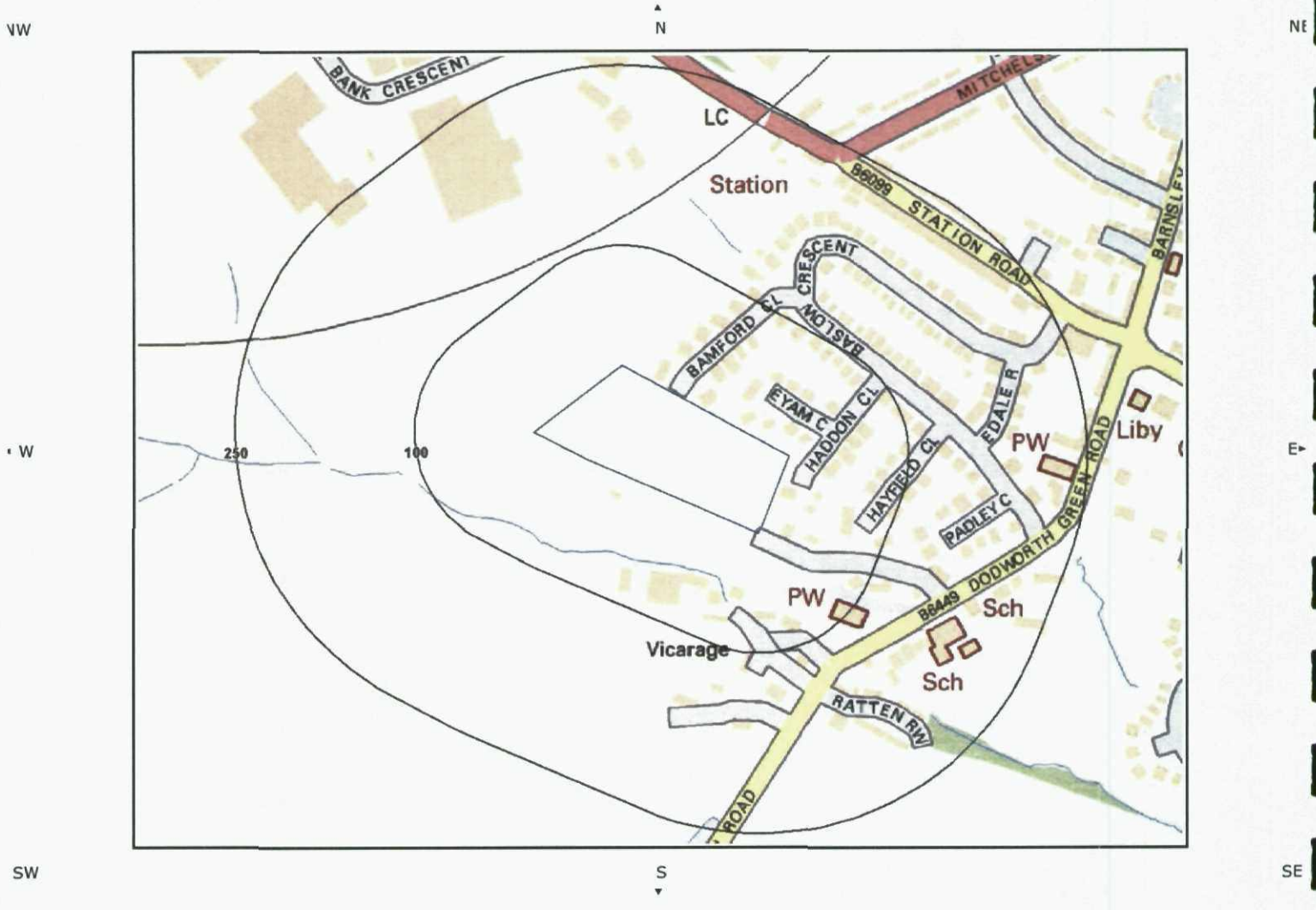
Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	No Indicators for collapsible deposits identified. No Special actions required to avoid problems due to collapsible deposit.

4.6 Running Sands

The following Running Sands information is provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
2	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

5. Borehole Records Map



Borehole Records Legend

Enabled by Ordnance Survey

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Site Outline

Borehole Locations

125
250
Search Buffers (m)

5.Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

Records of boreholes within 250m of the study site boundary: **0**

Database searched and no data found.

6. Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary: 2

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

			Estimated Geometric Mean Soil Concentrations (mg/kg)				
Distance (m)*	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	90 - 120 mg/kg	30 - 45 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	90 - 120 mg/kg	30 - 45 mg/kg	<150 mg/kg

*As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.

7. Contacts

GroundSure Helpline
Telephone: 08444 159 000
info @ groundsure.com

British Geological Survey Enquiries
Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143. Fax: 0115 936 3276.
Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

British Gypsum
British Gypsum Ltd, East Leake, Loughborough, Leicestershire, LE12 6HX
Tel: www.british-gypsum.com

The Coal Authority
200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848
DX 716176 Mansfield 5 www.coal.gov.uk

Johnson Poole & Bloomer Limited
Harris and Pearson Building, Brettel Lane, Brierley Hill, West Midlands DY5 3LH
Tel: +44 (0) 1384 262 000
Email: enquiries.gs@jpb.co.uk
Website: www.jpb.co.uk

Ordnance Survey
Romsey Road, Southampton SO16 4GU
Tel: 08456 050505

Getmapping PLC
Virginia Villas, High Street, Hartley Witney,
Hampshire RG27 8NW
Tel: 01252 845444

Peter Brett Associates
Caversham Bridge House, Waterman Place, Reading
Berkshire RG1 8DN
Tel: +44 (0)118 950 0761 E-mail: reading@pba.co.uk

Acknowledgements

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This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

"Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.

"Commercial" means any building which is not Residential.

"Commission" means an order for Consultancy Services submitted by a Client.

"Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.

"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11.

"Client" means the party that submits an Order or Commission.

"Data Provider" means any third party providing Content to GroundSure.

"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

"Home Information Pack" means a combination of reports required when selling a residential property.

"Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trade mark or any other intellectual property rights.

"Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.

"Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.

"Order Website" means online platform via which Orders may be placed.

"Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.

"Residential" means any building used as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.

"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.

"Site" means the landsite in respect of which GroundSure provides the Services.

"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.

2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.

2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).

3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure.For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party who is considering acquiring the whole or part of the site, or providing funding in relation to the site, but such third party cannot rely on the same unless expressly permitted under condition 4.

3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in conditions 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.

4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.

4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.

4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.

4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.

5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.

5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.

6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

6.4 The Client and/or any Beneficiary acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to condition 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.

6.5 The Client and each of the parties set out in condition 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.

6.6 The Client shall (and shall procure that any recipients of the Report as permitted under condition 4.2 shall):

(i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

(iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service; and

(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this condition 6.7(iv) where such reformatting is in the normal course of providing advice based upon the Services),

in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.

7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.

7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.

7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.

7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.

7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.

7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.

7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.

7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.

7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:

(i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and

(ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part II(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.

7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.

7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of:

(i) Consultancy Services, for the amount specified in the Contract and/or on a project of project basis;

(ii) each Commercial Risk Screening Report for £10 million;

(iii) each Residential Risk Screening Report, for £5 million; and

(iv) each Mapping or Data Report, for £5 million,

in each case, in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.

9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.

10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.

11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.

11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.

11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Data Providers; or

(viii) changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.

11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

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