

Appendix C
Commission

004/2409/REG

23rd June 2016

Mr J Parkin
Persimmon Homes (West Yorkshire) Ltd
3 Hepton Court
York Road
Leeds
LS9 6PW



Registered in England 07068066

Parkhill
Wetherby
West Yorkshire
LS22 5DZ

T 01937 545 330

www.lithos.co.uk

Dear James

Lundhill Road, Wombwell

Further to your recent invitation, please find below our proposal for undertaking a geoenvironmental desk study and mining risk assessment of the above land.

Review of the drawing supplied suggests that the site consists of a single parcel of land (bounded by the red & blue lines) of approximately 5 hectares, east of Lundhill Road and south of Dove Road. Review of Google Maps suggests the site is currently rough grassland

Brief examination of the relevant geological map suggests the site is underlain by Coal Measures bedrock, including the Newhill coal at less than 30m depth. BGS maps suggest this coal is between 1.0 to 3.0m thick, although where thicknesses are greater, the seam probably includes relatively thick argillaceous partings.

Much of this site is located within a Coal Mining Development High Risk Area (an area with specific mining legacy risks to the surface, including mine entries; shallow coal workings etc) therefore a mining report will be obtained. Our report will include a mining risk assessment (desk-based) that should satisfy the Coal Authority.

Environmental search data and historical maps (obtained from Landmark or Groundsure), will be reviewed in order to determine whether any past land uses have had any effect on the proposed development. In addition we will visit site to undertake a walkover survey.

The report will include preliminary recommendations with respect to mining, foundations, contamination and hazardous gas. Our report will be in a format familiar to Barnsley Council, and therefore suitable for submission in support of an outline planning application.

It is anticipated that a final report will be available within 3 weeks of receiving your written instruction to proceed. Our lump sum fee for provision of this report is £*** plus VAT. It might be that abandonment plans are available for any shallow mineworkings beneath the site. If so, we would normally obtain copies from the Coal Authority at an additional cost of £** (initial enquiry), plus £** for each plan.

We will need a Promap or topo survey in CAD format, to provide a base plan for technical drawings etc. If do not have one, we could obtain at cost plus £**.

This work will be undertaken in accordance with our Standard Terms and Conditions, a copy of which are enclosed.

It is hoped the above is sufficient for your present needs. However, should you require any further information, please contact the undersigned.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Mark Perrin', is written over a light blue circular stamp.

Mark Perrin
Director
for and on behalf of
LITHOS CONSULTING LIMITED



DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Agreement" shall mean these Terms (entitled "Terms and Conditions for the Appointment of Lithos Consulting"), the Proposal, any document recording the Client's unequivocal acceptance of the Proposal and any other documents or parts of other documents expressly referred to in any of the foregoing;

"Client" shall mean the party for whom the Services are being provided by Lithos;

"Documents" shall mean all documents of any kind and includes plans, drawings, reports, programmes, specifications, Bills of Quantities, calculations, letters, e-mails, faxes, memoranda, films and photographs (including negatives), or any other form of record prepared or provided or received by, or on behalf of Lithos, and whether in paper form or stored electronically or on disk, or otherwise;

"Lithos" shall mean Lithos Consulting Limited whose registered office is at Parkhill, Walton Road, Wetherby, West Yorkshire, LS22 5DL.

"Intellectual Property" includes all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

"Parties" shall mean the Client and Lithos

"Project" shall mean the project described in the Proposal and any enquiry from the Client on which Lithos has based its Proposal;

"Proposal" means the offer document prepared by Lithos in response to an enquiry or otherwise, in connection with the proposed provision of the Services;

"Services" means the work and services relating to the Project to be provided by Lithos pursuant to the Agreement and as set out in the Proposal and shall include any additions or amendments thereto made in accordance with these Terms;

"Terms" means these terms entitled "Lithos Consulting Terms of Appointment".

1.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.

1.3 Words importing persons or parties shall include firms, corporations and any organisation having legal capacity and vice versa, where the context requires; and words importing a particular gender include all genders.

1.4 The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement.

1.5 A reference to legislation includes that legislation as from time to time amended, re-enacted or substituted and any Orders in Council, orders, rules, regulations, schemes, warrants, by-laws, directives or codes of practice issued under any such legislation.

1.6 In the event of conflict between the documents forming part of the Agreement, the Proposal shall prevail, followed by the Terms.

2 APPOINTMENT

2.1 The Client agrees to engage Lithos and Lithos agrees to provide the Services in accordance with the provisions of the Agreement.

3 OBLIGATIONS OF LITHOS

3.1 Lithos shall perform the Services using the reasonable standard of skill and care normally exercised by similar professional Environmental firms in performing similar services under similar conditions.

3.2 Lithos shall use all reasonable endeavours to perform the Services in accordance with all relevant environmental and safety legislation.

4 OBLIGATIONS OF THE CLIENT

4.1 Throughout the period of this Agreement the Client shall afford to Lithos or procure the affording to Lithos of access to any site where access is required for the performance of the Services.

4.2 The Client accepts responsibility for ensuring that Lithos is notified in writing of all special site and/or plant conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all underground services, cables, pipes, drains or underground buildings, constructions or any hazards known or suspected by the Client, which the Client shall clearly mark on the ground or identify on accurate location plans supplied to Lithos prior to the commencement of the Services. The Client shall also inform Lithos in writing of any relevant operating procedures including any site safe operating procedures and any other regulations relevant to the carrying out of the Services. The Client shall indemnify Lithos against all costs, claims, demands and expenses arising as a result of any non-disclosure in this respect, including but not limited to indemnification against any action brought by the owner of the land or otherwise.

4.3 If the Client discovers any conflict, defect or other fault in the information or designs provided by Lithos pursuant to the Agreement, he will advise Lithos in writing of such defect, conflict or other fault and Lithos shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs.

5 INTELLECTUAL PROPERTY

5.1 The copyright in all Intellectual Property prepared by or on behalf of Lithos in connection with the Project for delivery to the Client shall remain vested in Lithos.

5.2 The Client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Project. Such licence shall enable the Client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any licence to amend any drawing, design or other Intellectual Property produced by Lithos.

5.3 Should the Client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain the prior written consent of Lithos. The giving of such consent shall be at the discretion of Lithos and shall be upon such terms as may be required by Lithos. Lithos shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of Lithos.

5.4 Ownership of any proposals submitted to the Client that are not subsequently confirmed as part of the Services to be provided for the Client remain with Lithos and such proposals must not be used as the basis for any future work undertaken by the Client or a third party and no liability can be accepted howsoever arising from such proposals.

5.5 In the event of the Client being in default of payment of any fees or other amounts due, Lithos may suspend further use of the licence on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts.

6 TITLE

6.1 Lithos shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third party Lithos shall transfer only such title or rights as that party had and has transferred to Lithos.

6.2 Title in the Documents shall remain with and shall not pass to the Client until the amount due under the invoice(s) (including interest and costs) has been paid in full.

6.3 Until title passes, the Client shall hold the Documents as bailee for Lithos and shall store or mark them so that they can at all times be identified as the property of Lithos.

6.4 At any time before title passes (save and except where payment is not due), but only after prior consultation with the Client, Lithos may without any liability to the Client repossess and use or sell all or any of part of the Documents and by doing so terminate the right of the Client to use, sell or otherwise deal in the Documents.

6.5 Lithos may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the Client.

7 CONFIDENTIALITY

7.1 Lithos undertakes not to divulge or disclose to any third party without the written consent of the Client information which is designated confidential by the Client or which can reasonably be considered to be confidential and arises during the performance of the Services unless required to do so by law or necessary in the proper performance of its duties in relation to the Project, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.

7.2 Subject to the above, Lithos shall be permitted to use information related to the Services it provides in connection with the Project for the purposes of marketing its services and in proposals for work of a similar type.

8 THIRD PARTIES

8.1 The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the Client without the prior written consent of Lithos. The giving of such consent shall be at the discretion of Lithos and Lithos will only agree to an assignment on its terms and in return for payment of a fee by the Client to Lithos to cover Lithos's legal and other costs associated with any assignment.

8.2 The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

8.3 Lithos will consider and may consent to any request from the Client for Lithos to enter a collateral warranty with a third party with regard to the Services provided under the Agreement. The giving of such consent shall be at the discretion of Lithos and Lithos will only enter a collateral warranty on its terms and in return for payment of a fee by the Client to Lithos to cover Lithos's legal and other costs associated with any collateral warranty.

9 INSURANCE

9.1 Lithos warrants to the Client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £5,000,000 (FIVE MILLION POUNDS) any one claim, save for pollution and contamination claims and asbestos claims both of which carry £2,000,000 (TWO MILLION) in the aggregate cover. This policy is annually renewable and whilst renewal is not automatic, Lithos agrees to use reasonable endeavours to maintain such insurance at all times until six years from the date of the completion (or termination) of the Services under the Agreement, provided such insurance is available at commercially reasonable rates having regard, inter alia, to premiums required and policy terms obtainable.

9.2 If for any period such insurance is not available at commercially reasonable rates, Lithos shall forthwith inform the Client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for Lithos to obtain.

10 LIMITATIONS ON LIABILITY

10.1 Unless otherwise agreed in writing, Lithos's liability under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall be limited to and shall not exceed the lesser of either five million pounds in the aggregate (unless it is a pollution, contamination or asbestos claim in which case it is two million pounds in the aggregate) or 10 times the total value of invoices issued to the Client for consultancy work instructed under the Agreement.

10.2 No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against Lithos after the expiry of a period of six years from the date of the completion (or termination) of the Services under the Agreement.

10.3 Whilst Lithos will scan all potential exploratory locations with a Cable Avoidance Tool, Lithos shall not be liable for any damage to underground services, cables, pipes, drains or underground buildings, constructions and the like which were either not marked on site or for which accurate plans were not provided.

10.4 Lithos shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by Lithos or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless Lithos has been advised in writing of the same by the Client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

11 PAYMENT

11.1 Invoices for services rendered will be submitted for payment in accordance with the Proposal.

11.2 The due date for payment is the date of the invoice and the final date for payment is 28 days from the date of the invoice.

11.3 If the Client disputes the amount included for payment in an invoice a written notice must be served on Lithos by the Client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.

11.4 In the event of failure on the part of the Client to pay any monies in accordance with the foregoing payment provisions, Lithos will be entitled to charge interest on any monies owed to it by the Client, such interest to be at a rate of 8% above the base rate of a clearing bank from time to time calculated from the final date for payment to the date of actual payment on a compound basis.

12 DELAY

12.1 Lithos will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising Lithos undertakes to complete the Services within a reasonable period, but will not be liable to the Client for any delay as a result.

13 TERMINATION

13.1 The Agreement may be determined by either party in the event of the other making a composition or arrangement with its creditors, becoming bankrupt, or being a company, making a proposal for a voluntary arrangement for a composition of debts, or has a provisional liquidator appointed, or has a winding-up order made, or passes a resolution for voluntary winding-up (except for the purposes of a bona fide scheme of amalgamation or reconstruction), or has an administrator or an administrative receiver appointed to the whole or any part of its assets. Notice of determination must be given to the party which is insolvent by the other party.

13.2 If for any reason the performance of the Services by Lithos is suspended for a period in excess of three calendar months then Lithos shall be entitled to determine its appointment in respect of the Services by seven days written notice to the Client.

13.3 If the Client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, Lithos may serve written notice on the Client demanding payment within 14 days of such notice. If the Client shall fail to comply with such notice, Lithos shall be entitled to terminate its employment under the Agreement forthwith.

13.4 Any determination of the appointment of Lithos howsoever caused shall be without prejudice to the right of Lithos to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which Lithos has started, but not completed.

14 NOTICES

14.1 Any notice provided for in the Agreement shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post to the address of the relevant party as may have been notified by each party to the other or, in the absence of notification, to the address of Lithos set out above or to the registered address of the Client.

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

15 ENTIRE AGREEMENT

15.1 The Agreement constitutes the complete and entire agreement between the Client and Lithos with respect to the Services and supersedes any prior oral and/or written warranties, terms, conditions, communications and representations, whether express or implied and any claim against Lithos in respect of the Services can only be made in contract under the provisions of the Agreement and not otherwise under the law or tort or otherwise.

15.2 No amendments, modifications or variation of the Agreement shall be valid unless made in writing and agreed to by both the Client and Lithos; such agreement must be recorded in writing by at least one of the Parties.

15.3 Lithos will not be bound by any standard or printed terms or conditions furnished by the Client in any of its documents unless Lithos specifically states in writing separately from such documents that it intends such terms and conditions to apply.

16 DISPUTES AND GOVERNING LAW

16.1 The Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.

16.2 Where the Housing Grants, Construction and Regeneration Act 1996 applies, any dispute between the Parties may be referred to adjudication in accordance with the Scheme for Construction Contracts Regulations 1998 or any amendment or modification thereof being in force at the time of the dispute, as applicable to England, Wales, Scotland and Northern Ireland.

Alan

Subject: FW: Phase 1 SI / CMRA quotes

From: Atkinson, Kevin [<mailto:kevin.atkinson@persimmonhomes.com>]

Sent: 27 July 2016 08:58

To: Reg

Cc: Parkin, James; Thornton, Charlotte; Follows, Karen

Subject: RE: Phase 1 SI / CMRA quotes

Charlotte – can you please raise an order for these?

Mark

I can confirm your quotes attached for the desk studies are acceptable, can you please progress the reports asap?

I trust the above is acceptable, can you please confirm timeframes for issue of the reports by return? Should you require any additional information pleased do not hesitate to contact me.

Regards,

Kevin Atkinson

Technical Manager

Tel: 0113 2409726 - 07429223291

Persimmon Homes West Yorkshire

& Charles Church West Yorkshire

3 Hepton Court, York Road, Leeds, LS9 6PW

Appendix D
Historical OS Plans



Yorkshire

Published 1854 - 1855

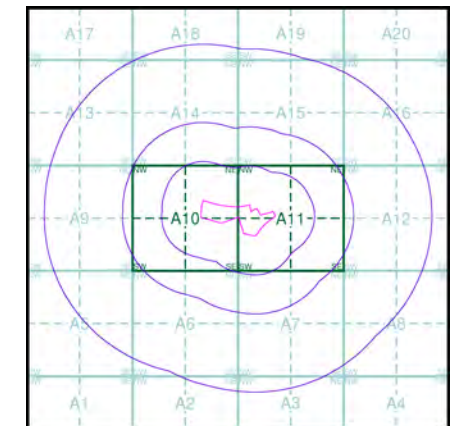
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

27500	1854	1:10,560
28300	1855	1:10,560

Historical Map - Slice A



Order Details

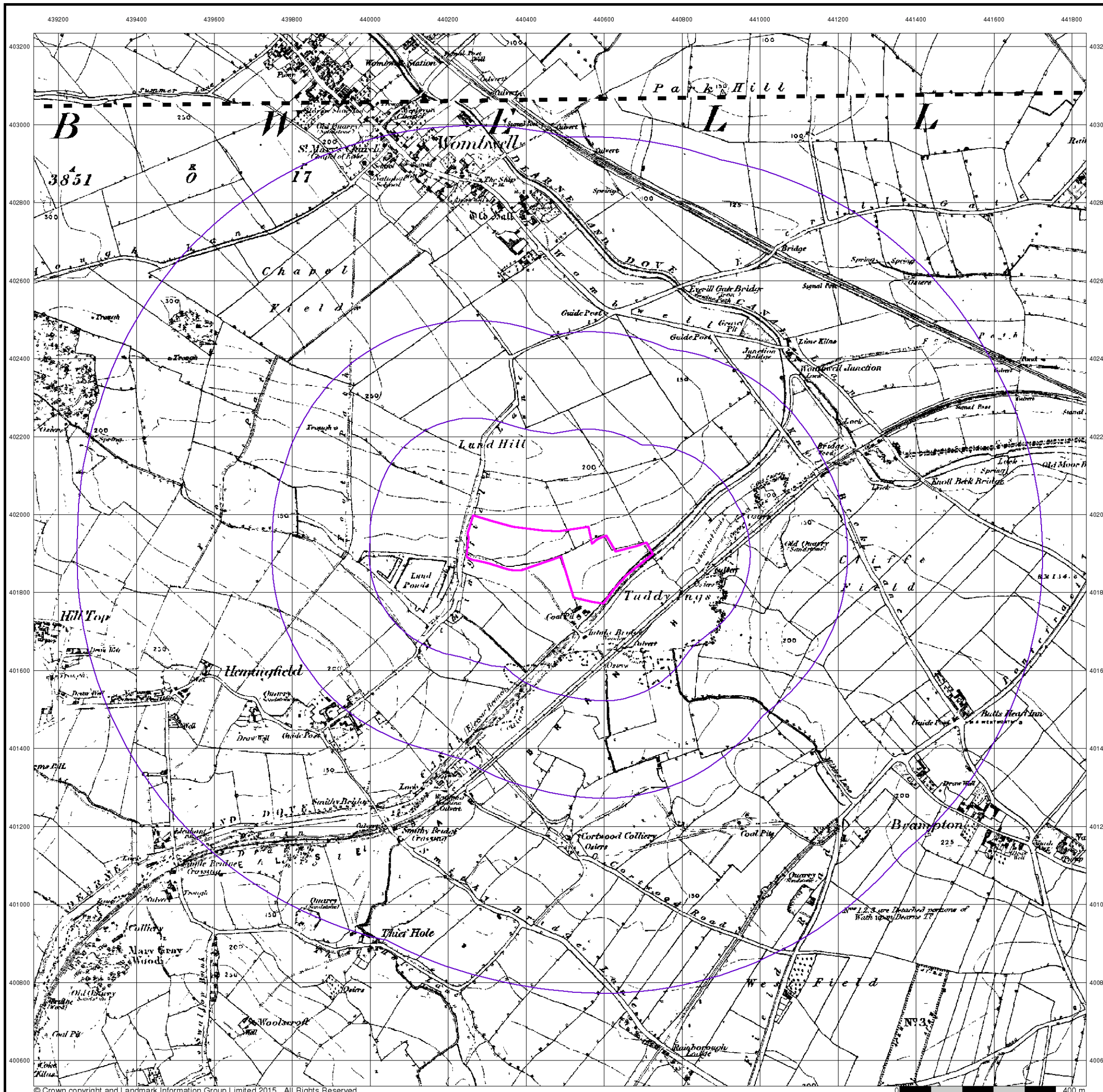
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 National Grid Reference: 440480, 401900
 Slice: A
 Site Area (Ha): 5.07
 Search Buffer (m): 1000

Site Details

Lundhill Road, Wombwell, BARNSELY, South Yorkshire, S73 0QZ



Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk





Yorkshire

Published 1931

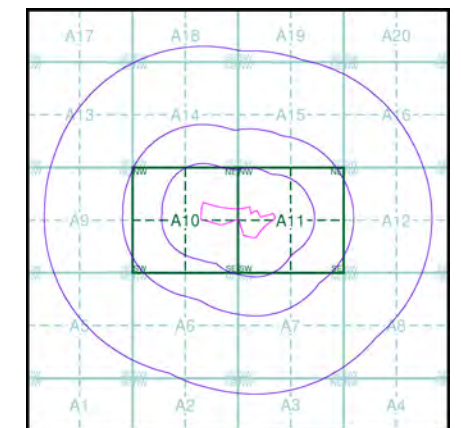
Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)

275SW	1931	1:10,560
283NW	1931	1:10,560

Historical Map - Slice A



Order Details

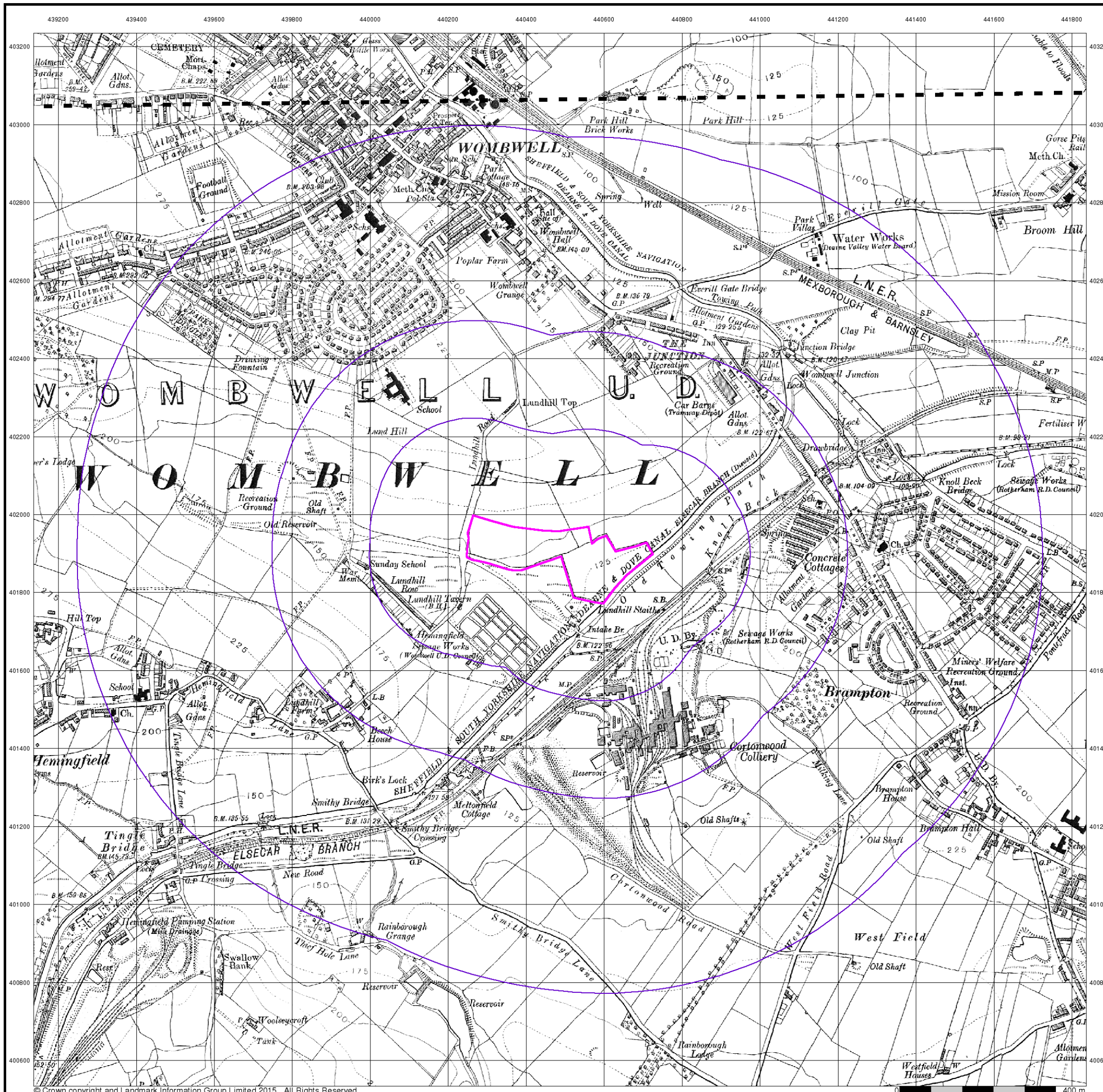
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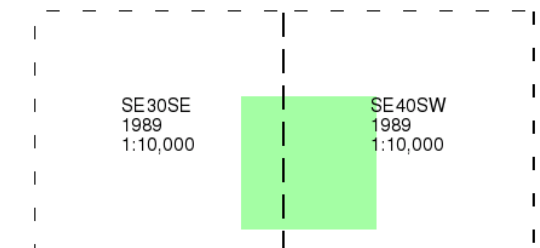
Ordnance Survey Plan

Published 1989

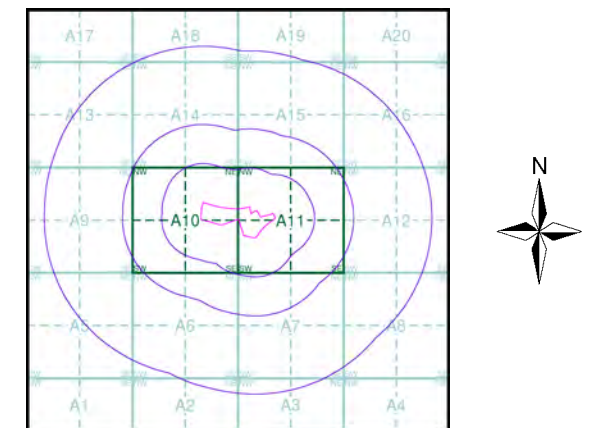
Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

Map Name(s) and Date(s)



Historical Map - Slice A



Order Details

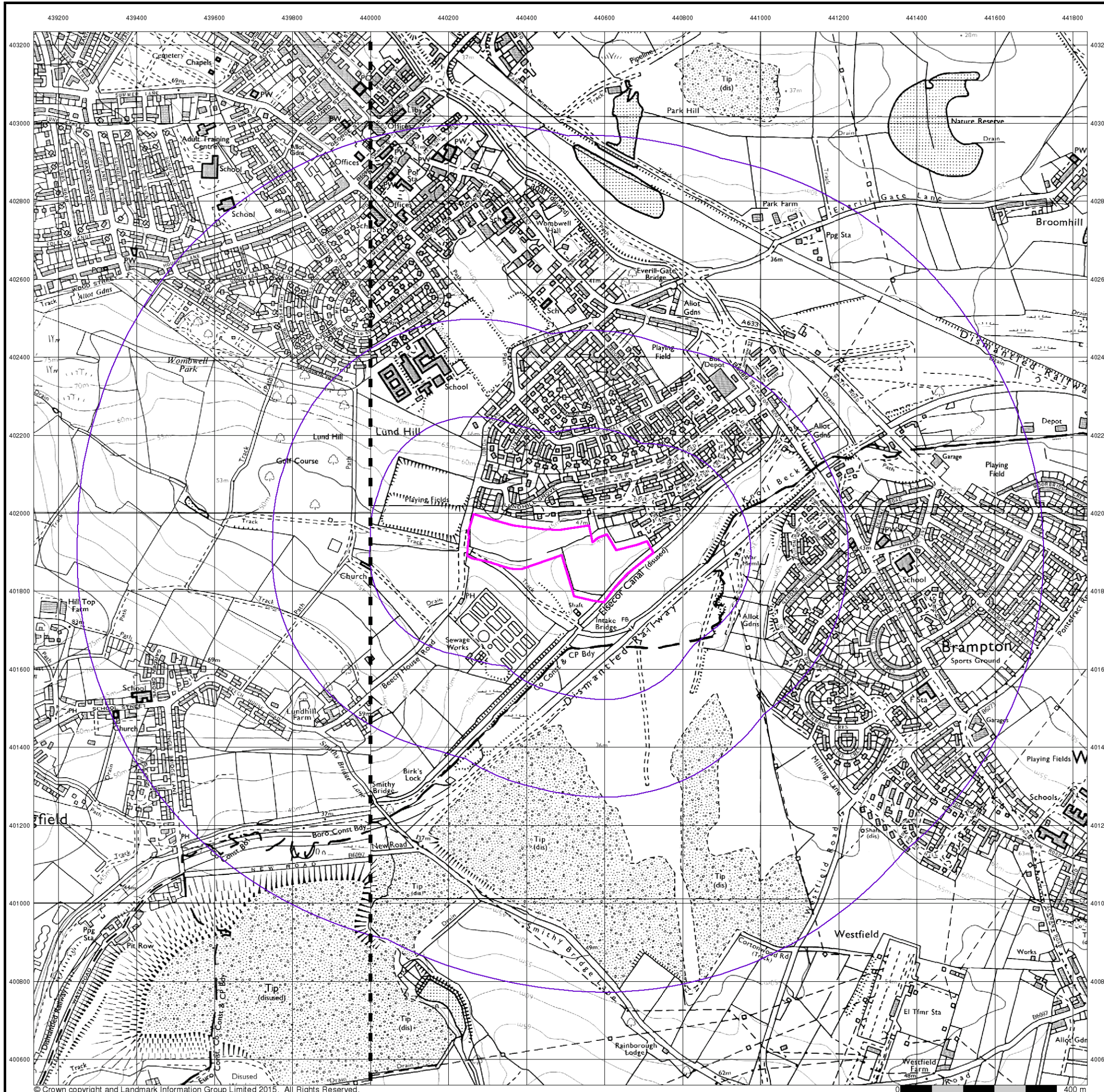
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Customer Ref: 2409
National Grid Reference: 440480, 401900
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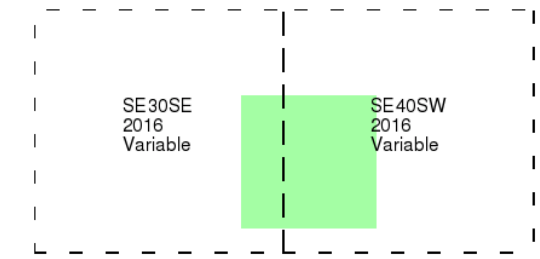
VectorMap Local

Published 2016

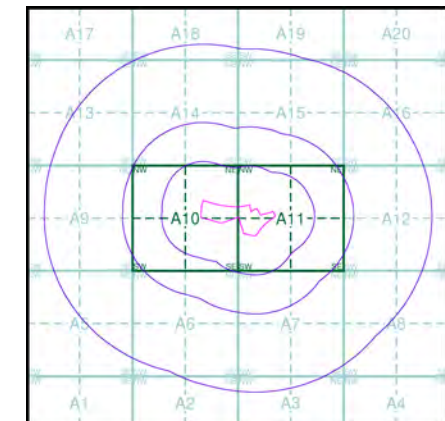
Source map scale - 1:10,000

VectorMap Local (Raster) is Ordnance Survey's highest detailed 'backdrop' mapping product. These maps are produced from OS's VectorMap Local, a simple vector dataset at a nominal scale of 1:10,000, covering the whole of Great Britain, that has been designed for creating graphical mapping. OS VectorMap Local is derived from large-scale information surveyed at 1:1250 scale (covering major towns and cities), 1:2500 scale (smaller towns, villages and developed rural areas), and 1:10 000 scale (mountain, moorland and river estuary areas).

Map Name(s) and Date(s)



Historical Map - Slice A



Order Details

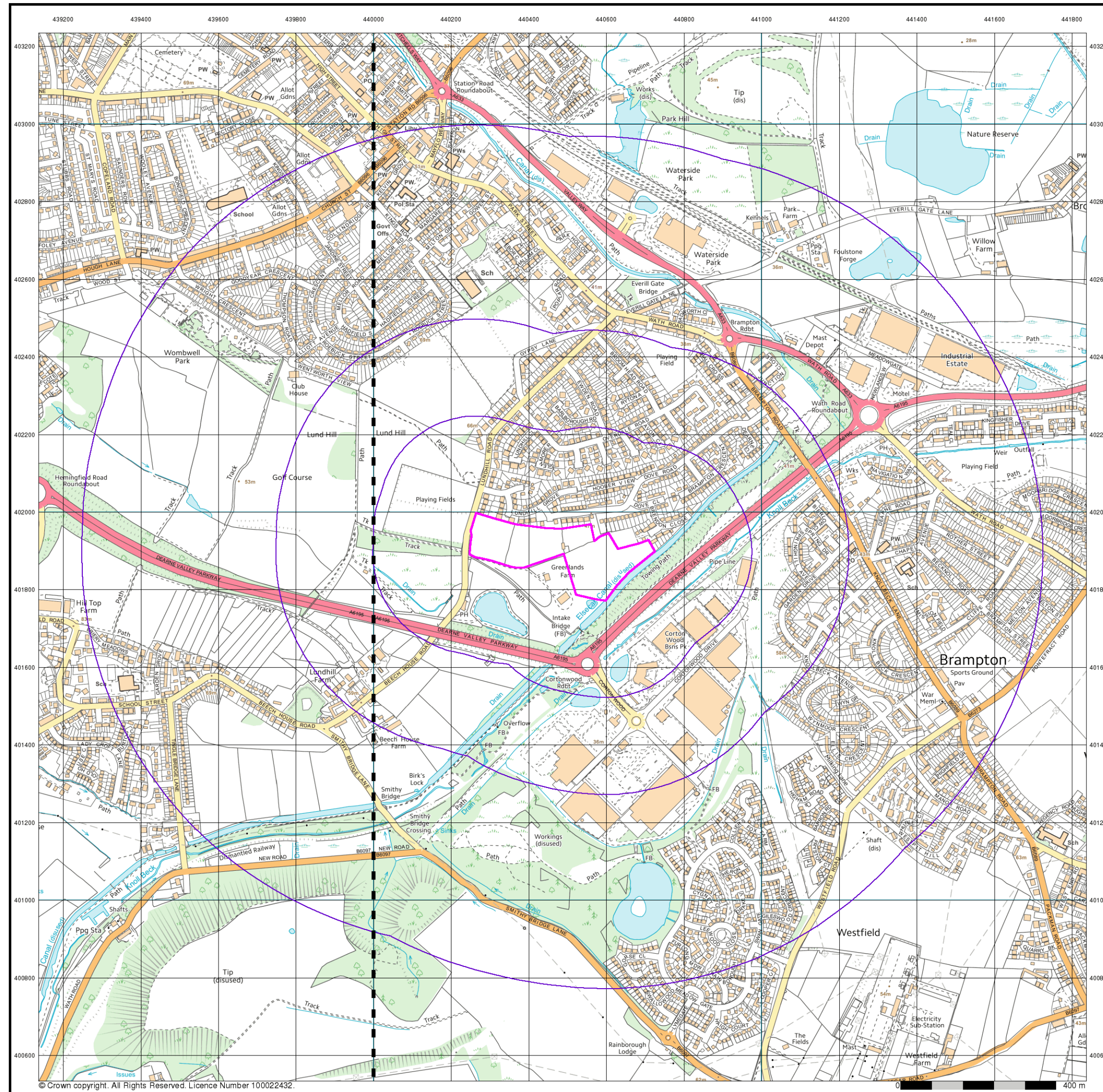
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