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Mr D Wroe
Hoober Homes Ltd
Unit 4
Field End Business Park
Thurnscoe
Rotherham S63 0JF

BY E-MAIL

Our Ref: HOO/01/AMJ

2nd July 2020

Dear David

Hough Lane, Wombwell, Barnsley
Coal Mining Stability Risk Assessment

In accordance with our commission, we are pleased to provide an assessment of the stability of the above site with regard to coal mining. The site is proposed for demolition and redevelopment with a residential development including associated roads, open green space and landscaping. An intrusive site investigation including shallow trial pits and windowless sample boreholes has recently been undertaken. It was considered prudent to carry out the Coal Mining Stability Risk Assessment following this investigation, so that all relevant available information could be taken into account, with a view to avoiding any unnecessary rotary drilling investigation.

Geology

The paper 1:10,000 scale geological map (Sheet SE30SE, Barnsley), the latest British Geological Survey (BGS) electronic data at 1:50,000 scale (which is public sector information licensed under the Open Government Licence v3.0), and the Coal Authority online interactive map viewer, have been used to assess the geology of the local area.

The two geological maps identify the solid strata below the site to comprise mudstones, siltstones and sandstones of the Pennine Middle Coal Measures Formation. No drift deposits are indicated to be present on the site. The general dip of the strata is identified on the geological map in the locality of the site, and is recorded as 5 degrees to the northeast. The local topography slopes down towards the southwest. The site is relatively flat and at a level of approximately 78 to 81m A.O.D. The land adjacent to the south and west of the site is lower, at a level of approximately 74m to 77m A.O.D. The land adjacent to the north and east of the site is at a higher level of approximately 82m A.O.D rising to a level of 88m A.O.D around 100m away from the site.

There are two seams of coal shown to outcrop close to the site. These are the Newhill Coal and the Swinton Pottery Coal. The BGS 1:10,000 scale paper map, and the online BGS data, both show the two seams 45m to the southwest of the site and 55m to the northeast. However, this is different from the situation shown on the Coal Authority maps and information, which have the southwestern seam outcrop on the site, and the northeastern seam outcrop closer to the site. Please see the attached “Coal Seam Outcrop Location Plan” which illustrates this.

Managing Director: Andrew Radcliffe BEng (Hons) CEngMIStructE
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Associate Directors: Jessie Davey BSc (Hons) PhD RPGeo • Ngoc Phan Miller BA (Hons) • Martin Ingram MCIHT
Company Registered No. 3771811

However, taking both the BGS and the Coal Authority information into account, the Swinton Pottery Coal outcrop is identified to be located off site towards the northeast. The general dip in this area is recorded to be the northeast, and the strata are progressively younger towards the northeast, therefore this seam will only underlie the area northeast of its outcrop and will not be present beneath the site. This has been verified by the recent site investigation, where two trial pits were undertaken close to the eastern boundary of the site and identified no traces of coal or any evidence of shallow workings.

The Newhill seam, outcropping west of the site (or on the site according to the Coal Authority) is recorded as being up to 1.5m thick, but variable in terms of quality and often locally absent. This has resulted in the seam not being commonly worked. The seam is identified by the BGS information to be outcropping approximately 45m to the southwest of the site, but by the Coal Authority information to be outcropping just within the southwestern boundary of the site. This is obviously a considerable difference in information. Having assessed the 1976 and 2008 versions of the BGS geological maps, it is considered likely that this is as a result of the Coal Authority map being derived from the earlier BGS mapping rather than the later updated version, as the 1976 plan shows the seam approximately where the Coal Authority has it located, and the 2008 map is as per the current BGS map.

If the Newhill Coal is outcropping as shown on the BGS information then it is outcropping at approximately 74m A.O.D. This means that by the time the seam has reached the southwest corner of the site then (based on a 5 degree dip) it will be at a level of 68m A.O.D beneath the site, at a depth of approximately 10m below ground level. At the far northeastern corner of the site the seam will be at approximately 57m A.O.D and at 23m depth below the site (site level at 80m A.O.D at this point). If the Newhill Coal is outcropping as shown by the Coal Authority plans/information then the seam will be outcropping in the southwestern corner of the site and at a depth of approximately 10m below the site by the northeastern corner. Given the considerable difference in information it must be noted that the actual coal seam could be extant between either of these two scenarios or also, potentially, further to one side of the scenarios provided.

There are no historical BGS archive boreholes adjacent to the site. However, some information is available from a ground investigation report for the residential development adjacent to the west. The report, by Joynes Pike and Associates, contains logs and a location plan for several rotary boreholes close to the west of the site. BH1A to BH5A are effectively located close to the western edge of the site, and these show a coal seam up to 1.4m thick at two locations, from a depth of 12m in both cases. The remaining holes identified dark mudstone at around the depths expected for the coal. Although not noted on the logs as such, the seam was recorded as being of poor quality, and this is probably why some of the holes describe dark mudstone rather than coal.

The coal seam encountered on the adjacent site is considered to be the Newhill Seam as there are no coal seams below the Newhill Coal until the entire thickness of the Woolley Edge Rock has been penetrated (which, from nearby boreholes is up to 40m thick). The investigation therefore indicates that the BGS data for the location of the outcrop is correct rather than the Coal Authority's. This is also reinforced by the absence of any coal in the recent window samples and trial pits ARP has carried out on the site – if the seam was outcropping on the site, it should have been encountered. Furthermore, the Newhill Seam is stated, in the report on the investigation for the adjacent site, to be of poor quality and not persistent.

Coal Mining Report

A CON29M Non-Residential Official Coal Report (enclosed) was obtained from Terrafirma, based on Coal Authority data.

The report states that the Site is recorded to be within the surface area of underground coal mine workings of 9 seams of coal. Coal has been mined at an approximate depth of 89 to 585 metres beneath the surface. The last known working date is recorded as 1980.

The Site is recorded to be situated within 20 metres of a known coal seam outcrop. This is where coal is present at the surface and therefore any past extraction nearby is likely to have occurred at shallow depths. (It should be noted that, as discussed above, the indications are that the Coal Authority does not have the location of the Newhill Coal outcrop correct).

The Site is located within a "High Development Risk Zone", as defined by the Coal Authority. Terrafirma state that “Due to the presence of recorded and/or unrecorded coal mining activity, any future development of the site may trigger ground collapse and/or subsidence. It should be noted that prior to site works or future development, your local planning authority may require you to commission a full Coal Mining Risk Assessment (CMRA) or Site Investigation by a qualified mining geologist/engineer”. This is concluded to be associated with the presence of the Newhill Coal seam.

The report does not identify any mine shafts or adits to exist on or adjacent to the site.

There are no other issues presented by the report.

Assessment of Coal Mining Instability – Conclusions

Voids from old underground coal workings can migrate upwards towards the surface, leading to loss of support for structures, potentially forming a “crown hole” at the surface. However, if there is sufficient cover of overlying solid strata, voids will be arrested well before they reach the surface, by progressive bulking of the material as it collapses into the void. In Coal Measures strata, it is generally considered that voids will not migrate through the overlying strata any higher than 10 times the extracted seam thickness.

The underground mining mentioned by the Coal Authority (in 9 seams at depths of between 89 to 585 metres) is considered too deep to impact upon the site. The comment regarding the ‘High Development Risk Zone’ applies to the two coal seams that are shown to be outcropping close to the site.

As stated previously there is some discrepancy between the location of the outcrop of the two seams between the BGS information and Coal Authority information. However, the Swinton Pottery Coal, which outcrops to the north east of the site, has been concluded to not represent a risk to the site.

Based on the adjacent boreholes, the Newhill Coal is considered to be outcropping in the approximate position shown by the BGS. Based on the 10 times the extracted seam thickness rule mentioned above and a 1.4m maximum seam thickness seam (found on the adjacent site) then,

approximately half of the site (the southwestern half) would be lacking adequate cover if workings were present.

It should be noted that, based on records for the Newhill Coal seam indicating it was often absent, was of poor quality, and was not commonly mined, and that there is information (rotary open holes for the development adjacent to the west) supporting this, there is considered to be a low to very low risk that workings are present within the Newhill Coal seam beneath the site.

However, notwithstanding the above, best practice dictates that, even though the risk is considered very low to low, the consequence of the risk (if present) is substantial. Therefore, a rotary borehole investigation is recommended for the site, to identify the depth and thicknesses of the seams at shallow depth beneath the site, and to check for any historical coal workings present. It is also considered highly likely that an investigation will be required by the Coal Authority in any event, upon review of this risk assessment.

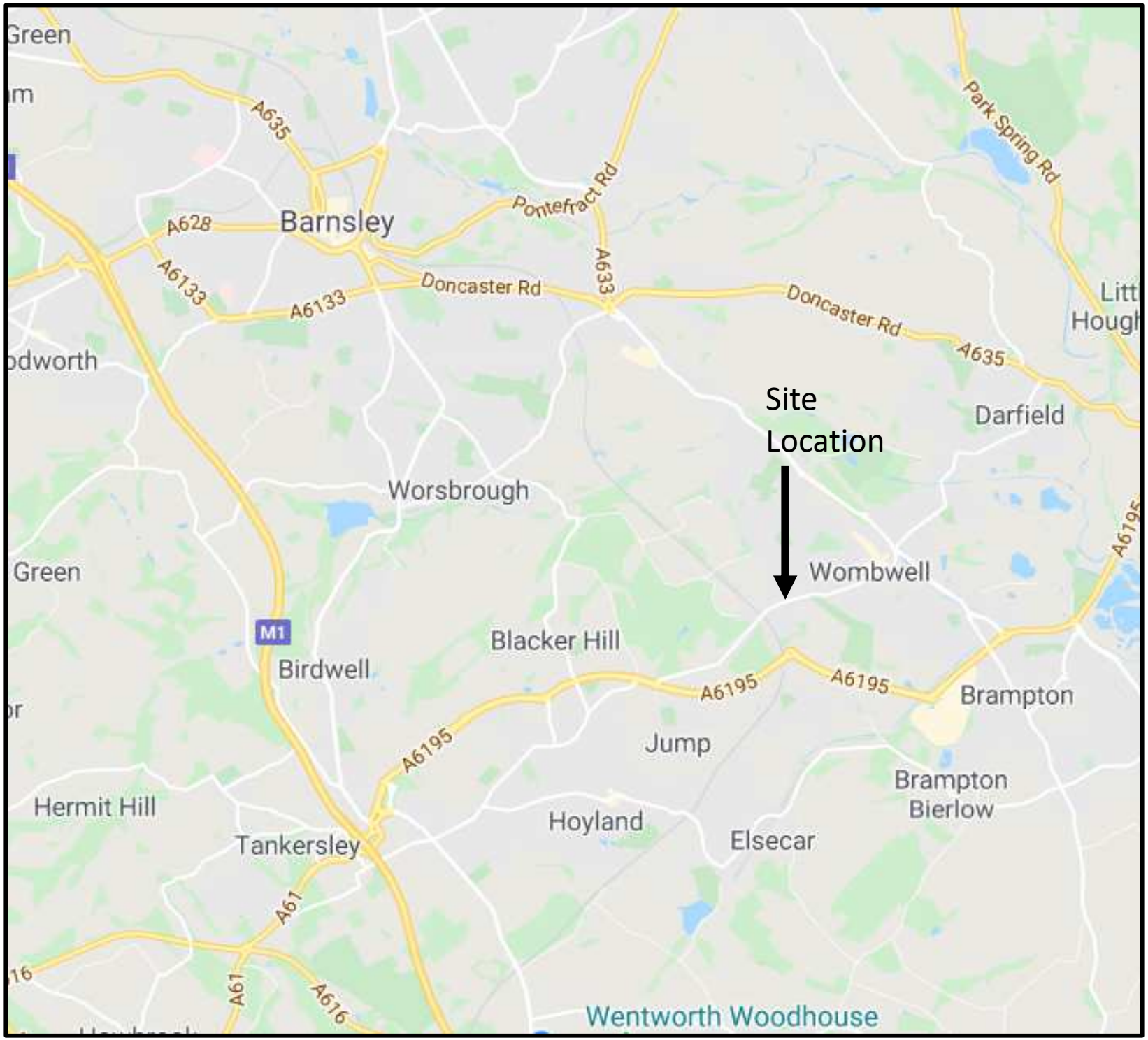
No shafts have been identified or are anticipated to be present on the site, but the presence of an unrecorded shaft can never be ruled out completely. It is recommended that, subsequent to the demolition of the buildings and the site strip, any suspect features are identified and investigated accordingly.

We trust the above information is sufficient for your purposes, but if you have any queries, please do not hesitate to contact us at your convenience.

Yours sincerely
for ARP GEOTECHNICAL LTD

A Jones

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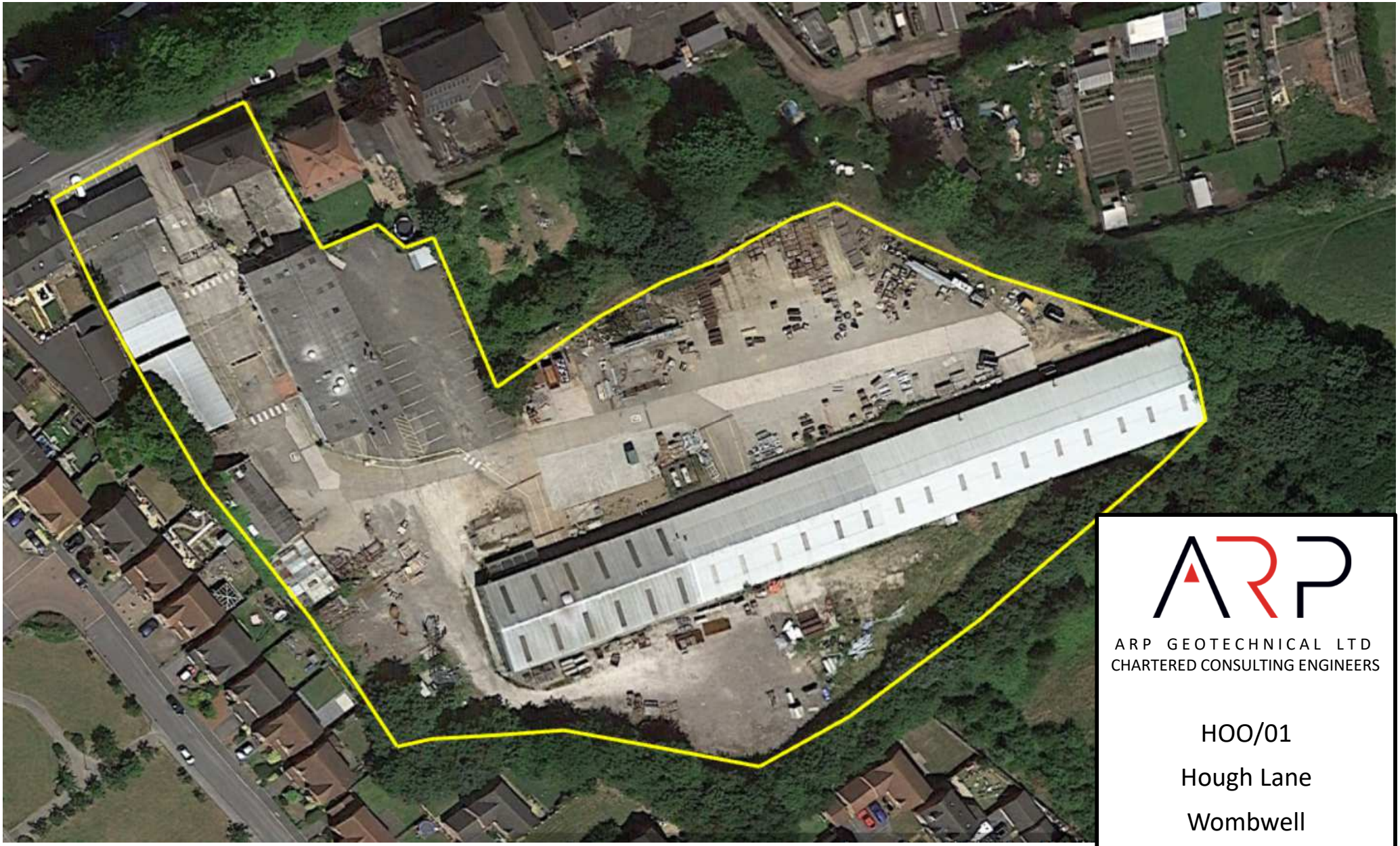
HOO/01

Hough Lane

Wombwell

Site Location Plan

June, 2020



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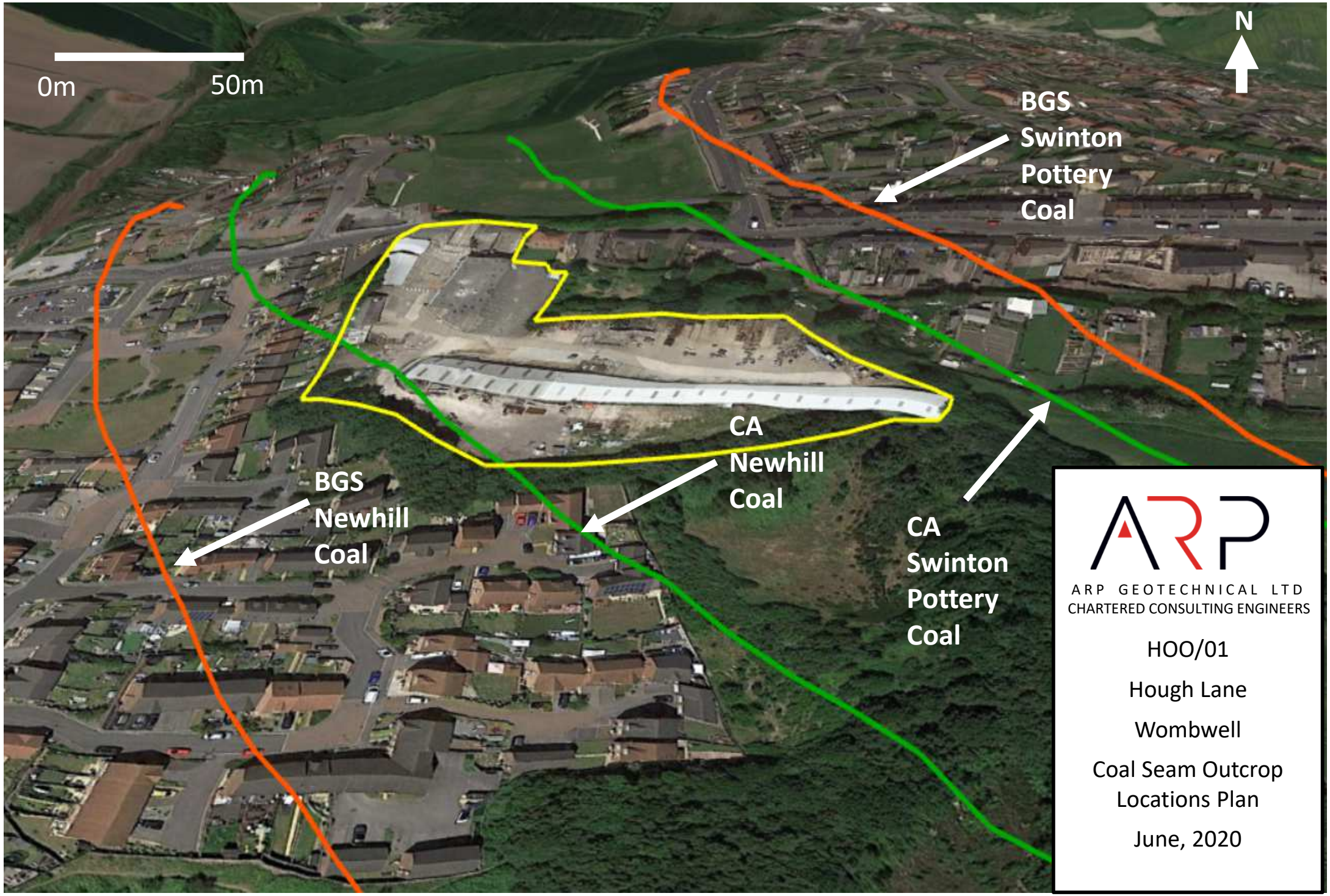
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Hough Lane

Wombwell

Aerial Photograph

June, 2020



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Hough Lane

Wombwell

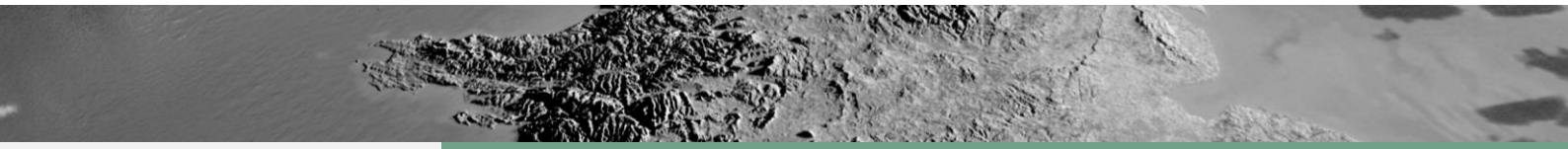
Coal Seam Outcrop Locations Plan

June, 2020

CON29M
The Law Society

NON-RESIDENTIAL OFFICIAL COAL REPORT

TERRA FIRMA



Overall Result: PASSED

Expert Opinion:

Within the scope of this assessment, the Site is not considered to be susceptible to coal mining-related ground instability. Any identified coal mining features are considered unlikely to impact the value or security of the Site for normal lending purposes and there is no reason for them to impact upon the completion of this transaction.

Will coal mining activity impact the value of the property?	UNLIKELY TO IMPACT VALUE
Are there adverse mining features that should be brought to the lender's attention?	NO NEED TO NOTIFY LENDER
Are there mining hazards that should be brought to the purchaser's attention?	HAZARDS IDENTIFIED

It is important to be fully informed of all coal mining risks associated with a property before completing your purchase. **Please read the next steps on page 2 carefully.**

Within Coal Authority Mining Reporting Area: YES

CON29M Questions		Assessment
1. Past underground coal mining	YES	ADVISORY
2. Present underground coal mining	NO	PASSED
3. Future underground coal mining	NO	PASSED
4. Shafts and adits (mine entries)	NO	PASSED
5. Coal mining geology	NO	PASSED
6. Past opencast coal mining	NO	PASSED
7. Present opencast coal mining	NO	PASSED
8. Future opencast coal mining	NO	PASSED
9. Subsidence Claims (Incl. Subsidence Claims Buffer Report)	NO	PASSED
10. Mine gas emissions	NO	PASSED
11. Emergency Call Out incidents	NO	PASSED
12. Withdrawal of support	YES	PASSED
13. Working facilities orders	NO	PASSED
14. Payments to owners of former	NO	PASSED

Official Coal Authority Licensed Data: V1_180_20200601_F | 05-06-2020

Report Address:

Hough Lane, Hough Lane Hough Lane, Wombwell,

Report Details:

TF Reference: TFC20200626105003-HOO01

Client Reference: HOO/01

Date: 26/06/2020

User Key:

- Lender Further Action
- Conveyancer Further Action
- Purchaser Advisory
- Passed - No Further Action

These colour signatures are used throughout the report. For the full key, please see the back of the report.

Please see below Terrafirma's expert opinion and next steps with regards to the property. These may be copied into your Report on Title. No physical site inspection has been carried out. This official CON29M report highlights only the information which we have determined should be drawn to your attention however, other risks may be present. Relevant prudent enquiries for the purchaser are highlighted within the Next Steps.

Report Conclusions:

Mining features have been identified within the physical influence of the Site, resulting in a susceptibility to past, present and/or future ground movement. Below exist relevant interpreted conclusions based on the findings of this report (where applicable):

A coal seam has been identified within 20 metres of the Site. In such areas shallow, recorded or unrecorded coal mine workings may exist within the vicinity of the Site. Historical 'shaft-like' features, called 'Bell Pits', are particularly common at/near coal outcrops, often occurring in clusters and being typically unrecorded in nature.

Due to the presence of an identified coal outcrop, the presence of 'Bell Pits' and other unrecorded shallow coal mine workings cannot be discounted. Any previous movement in the ground should already be present in pre-existing structural defects; please see the report recommendations for further information

Next Steps:

The identified mining features are unlikely to impact the value or security of the site for normal lending purposes; however, it is recommended that the prudent purchaser undertakes further assurances to safeguard their investment regarding the stability of the site.

Terrafirma consider it prudent that an appropriate RICS Survey Level-Two HomeBuyer report (e. g. Survey & Valuation) is acquired for the property in question to assess, amongst other important considerations, the structural condition of the property. This report will highlight any subsidence-related defects, which may relate to ground instability, while also noting any serious or dangerous issues that may require attention. For further information about the suite of RICS HomeBuyer and Building Surveys, please visit this www. ricsfirms. com/articles/which-rics-survey-is-best-for-your-needs/, or to find a local Building Surveyor, please visit www. com/

Should such a survey have already been undertaken as part of the property purchase, an additional Building Survey report may not be necessary

If a Building Survey has already been undertaken and reports a condition rating 1, indicating minimal historical or current ground movement, no further action is considered necessary. However, should the Building Survey mention condition ratings 3 (& 2 where appropriate) in relation to subsidence or issues relating to ground instability, then we recommend that you seek further expert advice. Sections of notable relevance in relation to ground instability from mineral extraction are: E1, 2, 4, 8 & 9; F1-5; H1-3 and J1-4. Alternatively, one may email the obtained Building Survey to Terrafirma and a member of our expert team of geologists and mining engineers can provide a review of the survey report

In the event subsidence has previously occurred or occurs in the future, it is recommended Terrafirma are contacted immediately for advice on practical and appropriate next steps, including how one can make a compensation claim to the Coal Authority. For detailed information on the statutory cover available to homeowners, please see the back of this report

If you are planning on altering or developing the Site:

The Site is located within a 'High Development Risk Zone', as defined by the Coal Authority. Due to the presence of recorded and/or unrecorded coal mining activity, any future development of the Site may trigger ground collapse and/or subsidence.

It should be noted that prior to site works or future development, your local planning authority may require you to commission a full Coal Mining Risk Assessment (CMRA) or Site Investigation by a qualified mining geologist/engineer.

In the event, you require further professional support, please contact Terrafirma directly to discuss the appropriate further steps.

Contact the report author by calling the Terrafirma team on: 0330 900 7500

This official CON29M Non-Residential Coal Mining Report is a site-specific interpretation of coal mining activity. These enquiries are The Law Society CON29M Coal Mining search enquiries and are used with permission of the Law Society. The Law Society CON29M Coal Mining search enquiries are protected by copyright owned by The Law Society of 113 Chancery Lane, London WC2A 1PL. Terrafirma's Terms and Conditions are applicable at the time the report was produced.

The Law Society

Mining Hazard Map



Site Address: Hough Lane, Hough Lane Hough Lane, Wombwell,

Hazard Map Key

Coal Authority Data

Mine Entries
- Adit
- Shaft

Subsidence Claims
- 01 – Awaiting Decision
- 02 – Rejected
- 03 – Admitted
- 05 - Settled
- 06 - Withdrawn

Hazard Zones
- Further Investigation Zone
- Affected Areas

- Site Boundary
- 20m 50m Scales

Mapping sourced from the Ordnance Survey © Crown copyright [and database rights] OS100058210

The enquiries below are The Law Society CON29M Coal Mining search enquiries and are used with permission of The Law Society. This report is prepared in accordance with The Law Society CON29M (2018) Guidance Notes and ScotForm 2006: Coal mining search in Scotland; under which all replies to these enquiries are made. These fourteen questions and their answers are relevant to a non-residential property and should not be relied upon in a residential transaction.

Detailed findings of coal mining activity:

1. Past underground coal mining

ADVISORY

Q. *Is the property within the zone of likely physical influence on the surface of past underground coal workings?*

A.

The Site is recorded to be within the surface area of underground coal mine workings of 9 seams of coal. Coal has been mined at an approximate depth of 89 to 585 metres beneath the surface. The last known working date is recorded as 1980.
The Site is not within a surface area that could be affected by historic, known shallow underground coal mining.
The Site is recorded to be situated within 20 metres of a known coal seam outcrop. This is where coal is present at the surface and therefore any past extraction nearby is likely to have occurred at shallow depths. Please see the report conclusions for further information.

2. Present underground coal mining

PASSED

Q. *Is the property within the zone of likely physical influence on the surface of present underground coal workings?*

A.

The Site is not situated within an area which could be affected by currently active underground coal mining.

3. Future underground coal mining

PASSED

Q. *(a) Is the property within any geographical area for which the Coal Authority is determining whether to grant a licence to remove coal by underground methods?*
(b) Is the property within any geographical area for which a licence to remove coal by underground methods has been granted?
(c) Is the property within the zone of likely physical influence on the surface of planned future underground coal workings?
(d) Has any notice of proposals relating to underground coal mining operations been given under section 46 of the Coal Mining Subsidence Act 1991?

A.

The Site is not situated within an area which could be affected by any future underground coal mining. However, reserves of coal exist in the local area which could be worked at some time in the future.
The Site is not situated within the influence of a Section 46 Notice.

4. Shafts and adits (mine entries)

PASSED

Q. *Are there any shafts and adits or other entries to underground coal mine workings within the property or within 20 metres of the boundary of the property?*

A.

There are no recorded mine entries within 20 metres of the Site.

5. Coal mining geology

PASSED

Q. *Is there any record of any fault or other line of weakness due to coal mining at the surface within the boundary of the property that has made the property unstable?*

A.

There are no recorded faults, fissures or breaklines that occur within the influence of the Site.

6. Past opencast coal mining

PASSED

Q. *Is the property situated within the geographical boundary of an opencast site from which coal has been removed in the past by opencast methods?*

A.

The Site is not situated within any past licence areas for the opencast extraction of coal.
There are no unlicensed opencast pits or extraction sites beneath the Site.

7. Present opencast coal mining

PASSED

Q. *Is the property within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods?*

A.

The Site is not situated within an area which could be affected by currently active opencast coal mining.

8. Future opencast coal mining

PASSED

Q. *(a) Is the property within 800 metres of the boundary of an opencast site for which the Coal Authority are determining whether to grant a licence to remove coal by opencast methods?*
(b) Is the property within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted?

A.

There are no plans by the Coal Authority to grant a licence to extract coal using opencast methods within 800 metres surrounding the Site.

9. Coal mining subsidence claims

PASSED

Q. *(a) Has any damage notice or claim for alleged coal mining subsidence damage to the property been given, made or pursued since 1st January 1994?*
(b) Does any current "Stop Notice" delaying the start of remedial works or repairs affect the property?
(c) Has any request been made under section 33 of the 1991 Act to execute preventive works before coal is worked?

A.

There is no record of any coal mining-related damage notices or subsidence claims for the Site or for any Site within 50 metres of the Site.
There is no record of a request that has been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

10. Mine gas emissions

PASSED

Q. *Does the Coal Authority have record of any mine gas emission within the boundary of the property being reported that subsequently required action by the Authority to mitigate the effects of the mine gas emission?*

A.

There are no records of any Mine Gas hazards within the influence of the Site and there is no record of any Mine Gas emissions requiring action.

11. Emergency surface hazard call out incidents

PASSED

Q. *Have the Coal Authority carried out any work on or within the boundaries of the property following a report of an alleged hazard related to coal mining under the Authority's Emergency Surface Hazard Call Out procedures?*

A.

The Site is not situated within the influence of a coal mining-related hazard.

12. Withdrawal of support

PASSED

Q. *(a) Does the land lie within a geographical area in respect of which a notice of entitlement to withdraw support has been published?*
(b) Does the land lie within a geographical area in respect of which a revocation notice has been given under section 41 of the Coal Industry Act 1994?

A.

The property is in an area where notices to withdraw support were given in 1946.
The property is in an area where a notice has been given under section 41 of the Coal Industry Act 1994, cancelling the entitlement to withdraw support.

13. Working facilities orders

PASSED

Q. *Is the property within a geographical area subject to an order in respect of the working of coal under the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof?*

A.

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

14. Payments to owners of former copyhold land

PASSED

Q. *Has any relevant notice, which may affect the property, been given?*

A.

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

Key and Colour Information

The below key provides further guidance on the colours used throughout this report.

Lender Further Action	Terrafirma has identified mining hazards within the vicinity of the Site, including features (e.g., mine shafts/ adits) that could affect the future value of the Site. A lender may want to be alerted to this adverse entry, due to requirements of UK Finance (formerly the Council of Mortgage Lenders), before deciding on whether to proceed with the transaction. The conveyancer is advised to follow the terms of the UK Finance Mortgage Lenders' Handbook and any additional instructions from the prospective lender in its consideration and determination of whether to refer any part of this report to the lender.
Conveyancer Further Action	Terrafirma has concluded that further expert analysis of the Site is required. Terrafirma does not believe that the transaction should continue until further actions have been undertaken to quantify the risk of subsidence or collapse to the Site. Terrafirma recommends that the conveyancer liaises with all necessary parties regarding the report's findings.
Purchaser Advisory	The purchaser's attention is drawn to the prudent advice outlined in the report, which Terrafirma recommends is read carefully. The report results should not hinder the transaction and Terrafirma's Terms & Conditions are valid for the Site.
Passed No Further Action	Terrafirma has not identified any mining features that influence the ongoing use or value of the Site. Terrafirma does not believe that any further actions are required for this transaction and Terrafirma's Terms & Conditions are valid for the Site.

Additional Remarks

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Future Development

In scenarios where mining activity has been identified, a prudent developer would seek appropriate technical advice before any works are undertaken.

In these areas, if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority.

Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Notice of Statutory Cover

In the unlikely event of any future damage, the terms of the Coal Mining Subsidence Act 1991 (as amended by the Coal Industry Act 1994) apply*, and the Coal Authority / Licensee has a duty to take remedial action in respect of subsidence caused by the withdrawal of support from land and/or property in connection with lawful coal-mining operations. Typically, these actions will not need to involve either your insurance company or mortgage lender and therefore the end user(s) should not incur any costs or liability. *Note: this Act does not apply where coal was worked or gotten by virtue of the grant of a gale in the Forest of Dean, or any other part of the Hundred of St. Briavels in the county of Gloucester.

In addition to the above, it should also be noted that the Coal Authority offer a Public Safety and Subsidence Department that provides a 24-hour 7 day a week call out service (Tel: 01623 646 333) to take remedial action in respect of hazards associated with the movement or collapse of any coal mineshaft or entrances to coal mines and from other coal mining related surface hazards. Further information can be found on their website: https://www.groundstability.com/.

Report Limitations

This CON29M Coal Mining Report has been carried out with reference to all available official Coal Authority licensed data, an extensive collection of abandoned mine plans, maps and records. From this material, we have endeavoured to provide as accurate a report as possible. Any and all analysis and interpretation of licensed Coal Authority data in this report is made by Terrafirma.

Information provided by Terrafirma in this report is compiled in response to The Law Society CON29M Coal Mining search enquiries and ScotForm 2006 coal mining search in Scotland. The scope of the assessment is concerned only with the interpretation of past, present and future extraction of coal minerals. This report does not consider the impact from non-coal mining hazards and/or natural ground stability hazards, such as subsidence, landslip or coastal erosion. For an expert opinion on all mining and ground hazards and in order to meet the requirements of Law Society Guidance Notes (2018) and best practice guidance in the 25th Edition Conveyancing Handbook (2018), you may choose to obtain a Terrafirma Ground Report by contacting a member of the team.

This report is a ‘remote’ investigation and reviews only information provided by the client and from the databases of publicly available information that have been chosen to enable a desk based environmental assessment of the Site. The report does not include a Site Investigation, nor does Terrafirma make specific information requests of the regulatory authorities for any relevant information they may hold.

This report is concerned solely with the Site searched and should not be used in connection with adjacent properties as only relevant known mining features have been mentioned and any known features that could potentially have a direct influence upon the target Site. Other features which may be present in the general area may have been omitted for clarity.

The report is based upon the Site boundaries as shown on the supplied location plan. This report is confidential to the client, the client’s legal advisor and the client’s Mortgage lender, as defined in the Terrafirma & TerraSearch® terms & conditions, and as such may be used by them for conveyancing or related purposes. We have no liability toward any person or organisation not party to commissioning this report. This report or any part of it is not permitted to be reproduced, copied, altered or in any other way distributed by any other person or organisation.

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The Law Society

Important Consumer Information

This search has been produced by **TERRAFIRMA IDC LTD** – Address: 2440 The Quadrant, Aztec West Business Park, Almondsbury, Bristol, BS32 4AQ; Email: info@terrafirmaidc.co.uk; Telephone: 0330 900 7500, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

This report meets the principles and requirements of the Property Codes Compliance Board Compliance Note CN02J in respect of Coal Mining Searches.

The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles (Firms which subscribe to the Search Code will):

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

CONTACT TERRAFIRMA IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP, Tel: 01722 333306, Fax: 01722 332296, Email: admin@tpos.co.uk, Web site: www.tpos.co.uk.

You can get more information about the PCCB from www.propertycodes.org.uk or from our website at https://www.terrafirmaidc.co.uk.

Complaints Procedure

If you want to make a complaint directly to Terrafirma, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: **Senior Executive, Terrafirma IDC LTD** - Address: 2440 The Quadrant, Aztec West Business Park, Almondsbury, Bristol, BS32 4AQ; Email: info@terrafirmaidc.co.uk; Telephone: 0330 900 7500.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

WE TRUST THIS REPORT PROVIDES THE INFORMATION YOU REQUIRE. PLEASE CONTACT US IF YOU HAVE ANY QUERIES OR IF WE CAN BE OF ANY FURTHER ASSISTANCE.

CLS Property Insight

Terrafirma Coal & Brine Report Indemnity Certificate of Insurance

Schedule **Policy Number: GESI 0030930C**

Insurer	Great Lakes Insurance SE, UK Branch Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Registered with the commercial register of the local court of Munich under number: HRB 230378. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Insurance SE UK Branch is authorized by the Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.
Insured/You/Your	The person who buys the Terrafirma Report from the Search Provider and or any of the following: 1. The person who asked for the Terrafirma Report in connection with the purchase of the Property (and their mortgagee) 2. The person who purchased the Property (and their mortgagee) if the person selling the Property has asked for a Terrafirma Report for the benefit of the Purchaser as part of a seller's pack or if the Property has been purchased by way of auction 3. The owner of the Property (and their mortgagee) if they are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Terrafirma Report. 4. Their estate and beneficiaries, to whom the benefit of the Certificate of Insurance will pass in the event of their death during the Period of Insurance.
Property	The residential or commercial property for which a Terrafirma Report is provided by the Insured for the benefit of the Insured at the Effective Date
Limit of Indemnity	£100,000.00 in the aggregate in respect of any one Property
Effective Date	Date of production of the attached Terrafirma Report.
Period of Insurance	From the Inception Date until terminated under the provisions of this Certificate of Insurance. Cover for each individual Property will be from the Effective Date until the Purchaser of the Terrafirma Report either (a) no longer has an interest in the Property or until the date of a Subsequent Terrafirma Coal & Brine Report is obtained by the Purchaser after the Effective Date, whichever is the sooner.
Insured Use	The continued use of the Property as a commercial property not exceeding 25 hectares as constructed at Inception Date.

R P Partington
Director

CLS PROPERTY INSIGHT LIMITED

Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer

CLS Property Insight Limited (Registered in England; company number 06993053) is authorised and regulated by the Financial Conduct Authority.
CLS Property Insight Limited is also authorised and regulated by the PCCB and a member of COPSO.

Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy

Administrator/We/Us	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at: info@clspropertyinsight.co.uk or by telephone on 01732 753 910.
Effective Date	The date the Terrafirma Report is provided to the Insured by the Search Provider being the date that cover will commence for each individual Property.
Market Value	The value of the Insured's interest in the title to the Property as determined by a surveyor appointed by agreement between the Insurer and the Insured, but subject to General Condition 11.
Search Provider	Terrafirma IDC Ltd

Cover

Subject to the terms and conditions of this Policy and provided the Property has been declared to the Insurer and the Premium inclusive of Insurance Premium Tax has been paid to the Administrator by the Search Provider, the Insurer will indemnify the Insured during the Period of Insurance in respect of Loss arising from any claim by a Purchaser under the provisions of the Coal and Brine Search Insurance Conditions of the Terrafirma Coal & Brine Report resulting from data having been incorporated into such Terrafirma Coal & Brine Report.

Loss

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent Terrafirma Coal & Brine Report obtained by the Insured which was not revealed in the Terrafirma Coal & Brine Report provided to the Purchaser which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent Terrafirma Coal & Brine Report; and
2. All other costs and expenses which have been agreed in advance by the Insurer.

Exclusions

The Insurer will not be liable to indemnify the Policyholder and/or the Purchaser for:

1. Loss which is or would otherwise be recoverable under a buildings insurance policy;
2. Loss arising wholly or partly because of the wilful act or neglect of the Policyholder and/or the Purchaser;
3. Loss if at the date of a claim the Purchaser is not the legal or beneficial owner of the Property;
4. Loss in relation to loss of a transaction for the sale or for the purchase of the Property and any costs incurred by the Purchaser in relation to the loss of such transaction;
5. Loss in respect of structural or other physical damage caused to the Property by subsidence or flooding after the Effective Date;
6. Loss in relation to the contents of any brine data whatsoever contained within the standalone Terrafirma CON29M report.
7. Loss as a result of any change in information in response to sections 3 – Future underground coal mining and 8 – Future opencast coal mining of the Terrafirma Coal & Brine Report carried out at the Effective Date.
8. Loss in respect of the information in any subsequent Terrafirma Coal & Brine Report after the Effective Date if this information also appears on the Terrafirma Coal & Brine Report issued to the Purchaser on that date.
9. Loss in relation to any change to the CON29M (2018) Search form and/or the Terrafirma Coal & Brine Report made after the Effective Date which affects Insurer's responsibility under this Policy, if Insurers would not have been responsible for the Loss before such change.
10. Loss in relation to any change in the interpretation of information upon which the Terrafirma Coal & Brine Report was produced provided such information remains unchanged.

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Claims Conditions

1. It is a condition precedent of the Insurer's liability under this Policy that the Policyholder and/or the Purchaser will give written notice to the Administrator at the address shown under "Making a Claim", below, as soon as reasonably practicable, of any circumstances likely to give rise to a claim for which the Insurer may be liable under this Policy and provide the Administrator with such information and documentation as may reasonably be requested.
2. The Insurer will be entitled to decide how to defend or settle a claim.
3. The Insurer will be entitled to participate fully in any defence, negotiation or settlement of a claim or circumstance and in any such event the Policyholder and/or the Purchaser will (to the extent reasonably practicable in the circumstances, but without limitation):
    - (i) not incur any cost or expense without first consulting with and receiving written consent from the Insurer;
    - (ii) not make any admission of liability, offer, settlement, promise, payment or discharge without first consulting with and receiving written consent from the Insurer;
    - (iii) give the Insurer access to and provide the Insurer with copies of all correspondence and documentation available to the Insured in relation to the claim or circumstance and afford the Insurer sufficient time in which to review and comment on such documentation;
    - (iv) inform the Insurer of any proposed meeting with any third party in relation to a claim or circumstance and allow the Insurer to attend such meeting and, if the Insurer so requests, provide a detailed written account of the subject and outcome of any such meeting or discussion at which the Insurer was not present;
    - (v) conduct all negotiations and proceedings in respect of any claim or circumstance with advisers of which the Insurer has approved in writing and take such action as the Insurer may reasonably require to contest, avoid, resist, compromise or otherwise defend any claim or circumstance;
    - (vi) provide the Insurer with such other information and assistance in connection with any claim or circumstance as the Insurer may reasonably request.
4. The Insurer will be entitled to all rights and defences it may have in respect of a claim by a Purchaser against any successor to that Purchaser.
5. If at the time of any claim made under this Certificate of Insurance there is any other insurance in place whether effected by the Insured or by any other person under which the Insured may be entitled to make a claim the Insurer will be liable to pay or contribute in respect of a claim under this Certificate of Insurance only rateably with such other insurance.
6. If the Insured makes any claim knowing it to be false or fraudulent as regards amount or otherwise, this Certificate of Insurance will become voidable and all claims under it may be forfeited.

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General Conditions

1. The due observance and fulfilment of these General Conditions and all other terms of this Policy, so far as they relate to anything to be done or complied with by the Policyholder and/or the Purchaser, are conditions precedent to any liability of the Insurer under this Policy.
2. The Insurer and Administrator agree that each will, where required to take any action or provide its consent or compliance, do so reasonably and without undue delay.
3. The Insured will only use the Property for the Insured Use.
4. The Insured will not, without the written consent of the Insurer, communicate on any matter regarding this Policy with any party without the Insurer's prior written consent.
5. This Certificate of Insurance will be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
6. The total liability of the Insurer in respect of all claims made under this Certificate of Insurance will not exceed, in the aggregate, the Limit of Indemnity in respect of the Property.
7. This Certificate of Insurance will not be in force unless it has been signed by a person who has been authorised to do so by the Insurer.
8. The Insured will take reasonable steps to mitigate Loss provided that the cost of such steps taken at the request of or with the written consent of the Insurer after notification of a claim or circumstance likely to give rise to a claim to the Insurer will be borne by the Insurer.
9. The Insurer may, at its discretion and at its own cost, with the prior consent of the Insured, take any action which it considers necessary to prevent or minimise Loss whether or not it is liable under this Policy (including but not limited to pursuing or defending any action at law or otherwise or making an application to a court, the Upper Tribunal (Lands Chamber) or other body of competent jurisdiction in the name of and on behalf of the Purchaser in relation to any Loss and by doing so the Insurer will not be taken to have conceded any liability or waived any provision of this Policy.
10. If the Insurer agrees or is obliged to make any payment to or on behalf of a Purchaser because of any loss relating to an insured Property, the Insurer will immediately be subrogated to any rights which that Purchaser may have in relation to any loss.
11. If any dispute arises as to Market Value or an amount to be paid under this Policy (the Insurer having otherwise accepted liability) such dispute will be referred to an arbitrator to be appointed by agreement between the Insurer and Insured or, failing agreement, by the President at that time of the Royal Institution of Chartered Surveyors. Where referral to arbitration is made under this Condition, the making of an award will be a condition precedent to any right of action against the Insurer. The costs of any arbitration will be shared equally by the Insurer and Insured.
12. For the purposes of this Certificate of Insurance, the Administrator is authorised to provide any consent required under the terms of this Certificate of Insurance on behalf of the Insurer.

Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 0203 409 9510 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email complaints@ergo-commercial.co.uk, by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
0800 023 4 567 Calls to this number are now free on mobile phones and landlines
0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers
Email at: complaint.info@financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 020 7741 4100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website https://clsl.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA or by email: Compliance@clspropertyinsight.co.uk or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.
CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources..

CLS Property Insight Limited (Registered in England; company number 06993053) is authorised and regulated by the Financial Conduct Authority.
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Personal data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

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