

**APPENDIX 3:**  
**Ground Sure EnviroInsight Report**

# GroundSure Envirolnsight

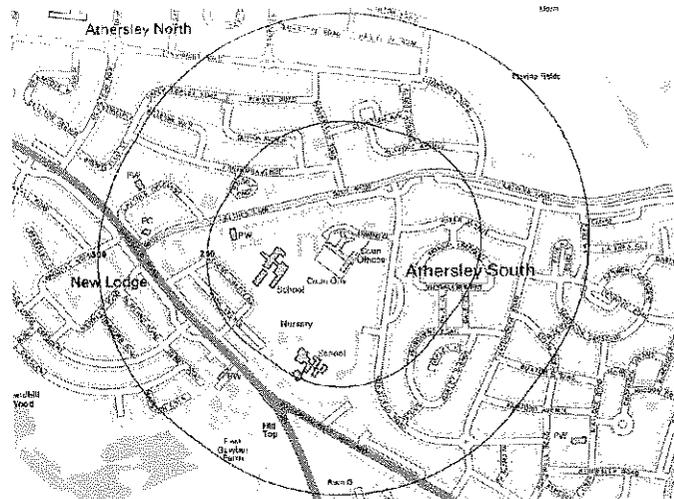
**Address:** OFF EDWINS CLOSE, BARNSELY, S71 3BH

**Date:** Jul 28, 2009

**GroundSure Reference:** HMD-326-512779

**Your Reference:** 5954

**Client:** Groundwise Searches Limited



**Brought to you by GroundSure**

# Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC.  
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Site Name: OFF EDWINS CLOSE, BARNSELY, S71 3BH  
Grid Reference: 434965,409306

Report Reference: HMD-326-512779

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If you would like any further assistance regarding this report then please contact  
GroundSure on (T) 01273 819700, (F) 01273 377902, email: [info@groundsure.com](mailto:info@groundsure.com)

# Overview of Findings

For further details on each dataset, please refer to each individual section in the main 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					
	on-site	0-50	51-250	251-500	501-1000	1000-1500
<b>1. Authorisations, Incidents and Registers</b>						
1.1 Industrial Sites Holding Licences and/or Authorisations						
Records of IPC Authorisations	0	0	0	0	-	-
Records of IPPC Authorisations	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of LAPPC Authorisations	0	0	0	1	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	0	0	0	0	-	-
Records of Planning Hazardous Substance Consents	0	0	0	0	-	-
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	0	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
1.5 Planning Hazardous Substance Enforcements	0	0	0	0	-	-
<b>2. Landfill and Other Waste Sites</b>						
2.1 Landfill Sites						
Environment Agency Registered landfill Sites	0	0	0	0	0	-
Landfill Data - Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	3	7
Landfill Data - Non-Operational Landfill Sites	0	0	0	0	0	-
BGS/DoE Landfill Site Survey	0	0	0	0	1	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	2	1
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency (REGIS) Waste Sites	0	0	0	0	2	7
<b>3. Current Land Uses</b>						
3.1 Current Industrial Sites Data						
3.2 Records of Petrol and Fuel Sites	0	1	2	-	-	-
	0	0	0	0	-	-

3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-
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#### 4. Geology

#### Description

4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	Yes
4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section. Source: Scale: 1:50,000 BGS Sheet 087	

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

#### 5. Hydrogeology and Hydrology

	on-site	0-50	51-250	251-500	501-1000	1001-2000
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5.1 Environment Agency Groundwater Vulnerability and Soil Classification						
Is a Minor Aquifer present on site?	Yes	-	-	-	-	-
Is a Major Aquifer present on site?	No	-	-	-	-	-
Are there any Soil Classification records present on site?	Yes	-	-	-	-	-
5.2 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.3 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.4 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
5.5 Are there any Source Protection Zones within 500m of the study site?			No			
5.6 River Quality						
Is there any Environment Agency information on river quality within 500m of the study site?	No	No	No	No	-	-
5.7 Main Rivers within 500m of the study site.	0	0	0	0	-	-
5.8 Surface water features within 250m of the study site	No	No	No	-	-	-

#### 6. Flooding

6.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site?	No
6.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	No
6.3 Are there any Flood Defences within 250m of the study site?	No
6.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
6.5 Are there any areas used for Flood Storage within 250m of the study site?	No
6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Not Applicable
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderately Low

#### 7. Designated Environmentally Sensitive Sites

	on-site	0-50	51-250	251-500	501-1000	1001-1500
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7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-

7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	1	0	0	0	-	-

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### 8. Natural Hazards

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8.1 What is the maximum risk of natural ground subsidence? Low

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### 9. Mining

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9.1 Are there any coal mining areas within 75m of the study site? Yes

9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site? Low-Moderate

9.3 Are there any brine affected areas within 75m of the study site? No

# Using this Report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

## 1. Authorisations, Incidents and Registers

Provides information on Regulated Industrial Activities and Pollution Incidents as recorded by Regulatory Authorities, and sites determined as Contaminated Land. This search is conducted using radii up to 500m.

## 2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

## 3. Current Land Uses

Provides information on current land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. These searches are conducted using radii of up to 500m. This includes information on potentially contaminative industrial sites, petrol stations and fuel sites as well as high pressure underground oil and gas pipelines.

## 4. Geology

Provides information on artificial and superficial deposits and bedrock beneath the study site.

## 5. Hydrogeology and Hydrology

Provides information on groundwater vulnerability, soil leaching potential, abstraction licenses, Source Protection Zones (SPZ) and river quality. These searches are conducted using radii of up to 2000m.

## 6. Flooding

Provides information on surface water flooding, flood defences, flood storage areas and groundwater flood areas. This search is conducted using radii of up to 250m.

## 7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites. These searches are conducted using radii of up to 500m.

## 8. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

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## 9. Mining

Provides information on areas of coal and shallow mining.

## 10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline [01273 819700] for further information and guidance.

### Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

**All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.**

# 1. Authorisations, Incidents and Registers Map

NW

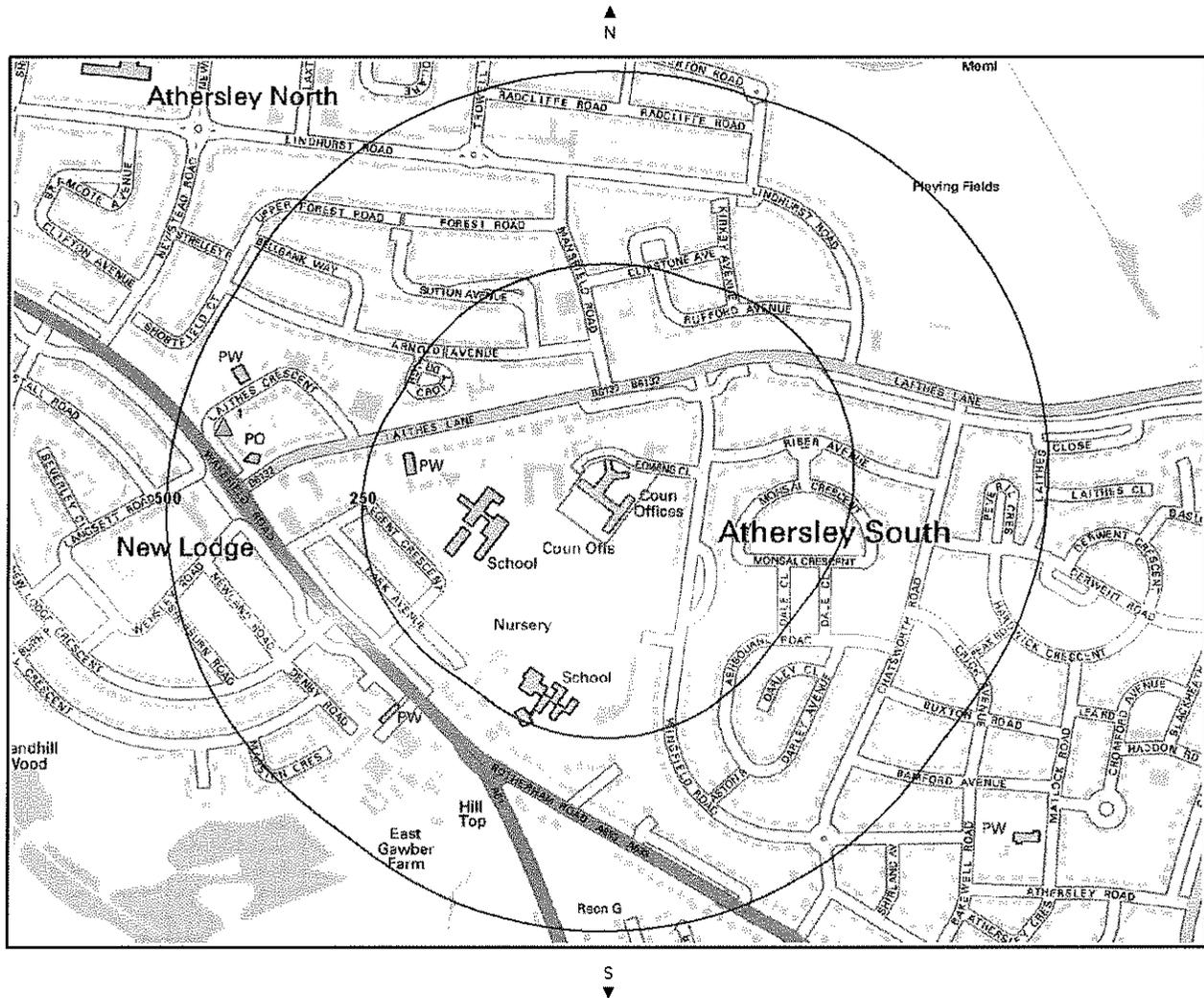
NE

W

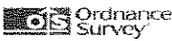
E

SW

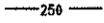
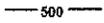
SE



## Authorisations, Incidents and Registers Legend

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- |   |                               |   |                                       |
|---|-------------------------------|---|---------------------------------------|
|  | Recorded Pollution Incident   |  | IPPC & IPC Authorisations             |
|  | Dangerous Substances (List 1) |  | LAPPC Authorisations                  |
|  | Dangerous Substances (List 2) |  | COMAH / NIHHS Sites                   |
|  | Site Outline                  |  | Sites Determined as Contaminated Land |
|  | 250                           |  | Hazardous Substance Consents          |
|  | 500                           |  | Hazardous Substance Enforcements      |
|  | Water Industry Referrals      |  | RAS 3 & 4 Authorisations              |
|  | Licenced Discharge Consents   |   |                                       |
|  | Red List Discharge Consents   |   |                                       |

Report Reference: HMD-326-512779

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# 1. Authorisations, Incidents and Registers

## 1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the following information:

**Records of IPC Authorisations within 500m of the study site:** 0

Database searched and no data found.

**Records of IPPC Authorisations within 500m of the study site:** 0

Database searched and no data found.

**Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site:** 0

Database searched and no data found.

**Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site:** 0

Database searched and no data found.

**Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:** 0

Database searched and no data found.

**Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:** 0

Database searched and no data found.

**Records of LAPPC Authorisations within 500m of the study site:** 1

The following LAPPC (LAPC) Authorisations are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	Status
1	440.0	W	434489, 409389	Address: Wakefield Road Dry Cleaner, 315 Wakefield Road, barnsley, S71 3lr Process: Dry Cleaners	Pending Date: Not given

**Records of Category 3 or 4 Radioactive Substance Licences within 500m of the study site:** 0

Database searched and no data found.

**Records of Licensed Discharge Consents within 500m of the study site:** 0

Database searched and no data found.

**Records of Planning Hazardous Substance Consents within 500m of the study site:** 0

Database searched and no data found.

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## 1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site: 0

Database searched and no data found.

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## 1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site: 0

Database searched and no data found.

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Records of National Incidents Recording System, List 1 within 250m of the study site: 0

Database searched and no data found.

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## 1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990<sup>1</sup>

How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site? 0

Database searched and no data found.

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## 1.5 Planning Hazardous Substance Enforcements

Records of planning hazardous substance enforcements within 500m of the study site: 0

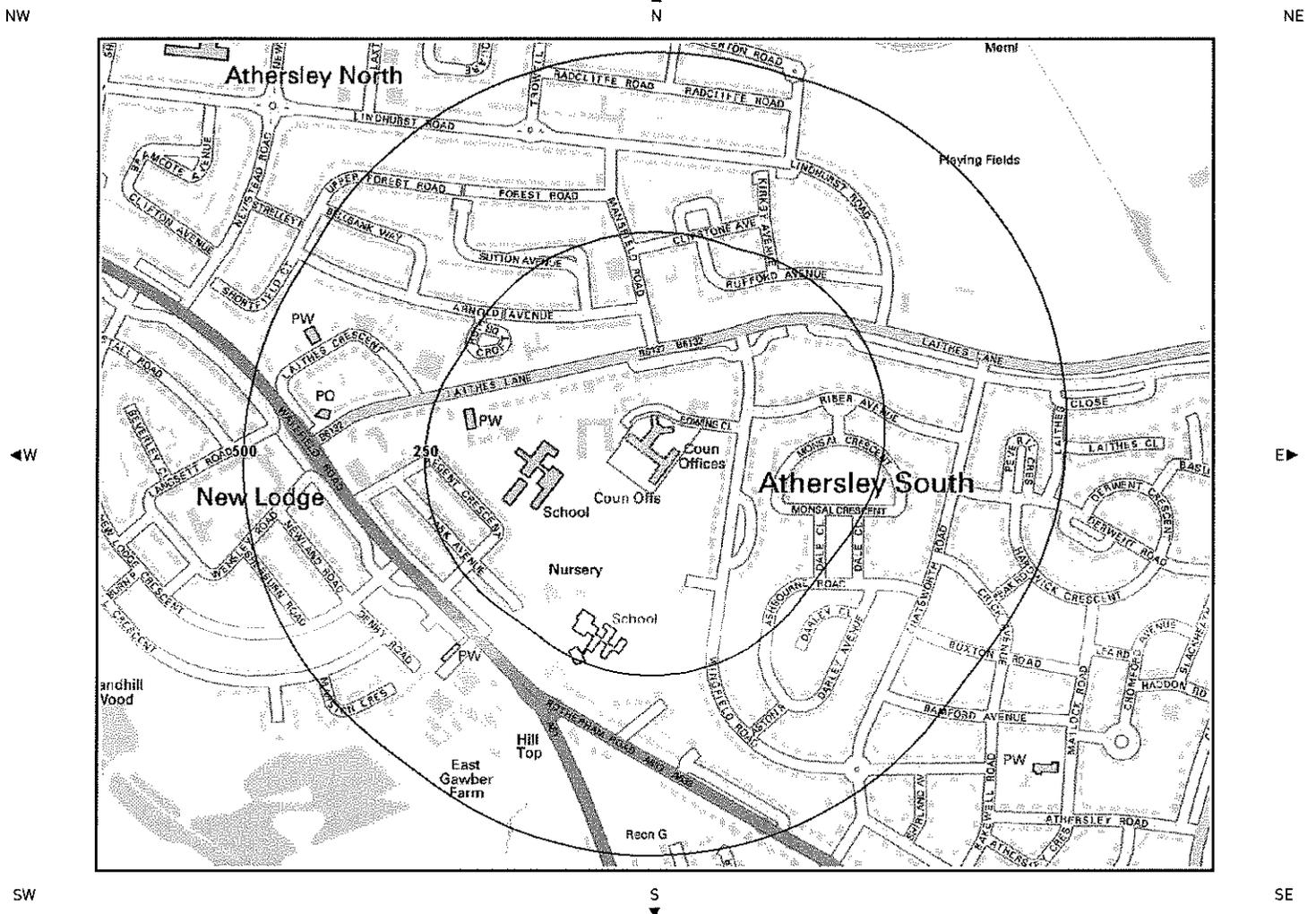
Database searched and no data found.

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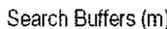
<sup>1</sup>Further information on sites that have been determined under the Contaminated Land Regime is maintained by Local Authorities under Section 78R of the Environmental Protection Act 1990. Information should be available on both sites currently determined as Contaminated Land and Special Sites.

# 2. Landfill and Other Waste Sites Map



### Landfill & Other Waste Sites Legend

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-  Site Outline
-  250
-  500
-  Search Buffers (m)
-  E.A. Active Landfill
-  E.A. Historic Landfill (Area Data)
-  E.A. Historic Landfill (Point Data)
-  BGS / DoE Survey Landfill
-  Local Authority Landfill (Area Data)
-  Local Authority Landfill (Point Data)
-  Operational Waste Treatment Licence
-  Closed Waste Treatment Licence
-  REGIS Waste Licence
-  Operational Landfill
-  Closed Landfill

## 2. Landfill and Other Waste Sites

### 2.1 Landfill Sites

Records from Environment Agency landfill data within 1000m of the study site: **0**

Database searched and no data found.

Records of operational landfill sites sourced from Landmark within 1000m of the study site: **0**

Database searched and no data found.

Records of Environment Agency historic landfill sites within 1500m of the study site: **10**

The following landfill records are represented as either points or polygons on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Details
Not shown	745.0	S	434800,408400	Site Address: Land adjacent to Wakefield Road, Barnsley Waste Licence: - Site Reference: - Waste Type: - Regis Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Prospect Estates Limited
Not shown	757.0	S	434900,408300	Site Address: Dalestone Works, Wakefield Road, Barnsley Waste Licence: - Site Reference: 4400/(142) Waste Type: - Regis Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	964.0	NW	434000,409900	Site Address: On waste land to the rear of Subseal Works, Subseal Works, Wakefield Road, Staincross Waste Licence: Yes Site Reference: WD20 B364, 4400/B364, 20B364(82) Waste Type: Inert, Industrial, Commercial, Household Regis Reference: - Licence Issue: 14-Apr-1983 Licence Surrendered: Licence Hold Address: - Operator: William Freeman and Company Limited
Not shown	1038.0	S	434600,408100	Site Address: Smithies Tip, Smithies Tip, Off Smithies Lane, Barnsley Waste Licence: - Site Reference: 4400/(141) Waste Type: - Regis Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1151.0	SE	435600,408100	Site Address: Rotherham Road, Monk Bretton, Barnsley Waste Licence: Yes Site Reference: 20B456(94), WD20 B456, 4400/B456 Waste Type: Inert, Commercial Regis Reference: - Licence Issue: 13-Mar-1985 Licence Surrendered: 04-Jun-1986 Licence Hold Address: Department of Architecture and Planning, Regent House, Barnsley Operator: Barnsley Metropolitan Borough Council
Not shown	1163.0	S	434900,407900	Site Address: Wakefield Road, Barnsley Waste Licence: Yes Site Reference: 20B320(79), WD20 B320, 4400/B320 Waste Type: Industrial, Commercial Regis Reference: - Licence Issue: 28-Jul-1981 Licence Surrendered: 09-May-1988 Licence Hold Address: c/c C E Smith and Son, 14 Regent Street, Barnsley Operator: Booth Excavations Limited
Not shown	1282.0	S	434800,407800	Site Address: Smithy Green Tip, Smithies Lane, Barnsley, Yorkshire Waste Licence: - Site Reference: - Waste Type: Industrial Regis Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Barnsley County Borough Council

Not shown	1351.0	W	433500,409400	Site Address: Blacker Hill Quarry, Wentworth Road, Mapplewell, Barnsley Waste Licence: Yes Site Reference: WD20 B278 Waste Type: Inert, Industrial, Commercial Regis Reference: -	Licence Issue: 01-Apr-1980 Licence Surrendered: 06-Jul-1984 Licence Hold Address: 114 Wentworth Road, Mapplewell, Barnsley Operator: Mr R Smith
Not shown	1377.0	S	434800,407500	Site Address: Star Paper Limited, Old Mill Lane, Barnsley Waste Licence: Yes Site Reference: WD20 B4(i), 4400/B4 Waste Type: Inert, Liquid sludge Regis Reference: -	Licence Issue: 11-Jan-1978 Licence Surrendered: 25-Feb-1982 Licence Hold Address: - Operator: Star Paper Limited
Not shown	1449.0	SE	436100,408200	Site Address: Monk Bretton Recreation Ground, Lamb Lane, Monk Bretton, Barnsley Waste Licence: Yes Site Reference: 20B328(12), 4400/B328, WD20 B328 Waste Type: Inert, Industrial, Commercial Regis Reference: -	Licence Issue: 28-Jul-1981 Licence Surrendered: 20-Apr-1983 Licence Hold Address: Department of Amenities and Recreation, 12/18 Eldon Street, Barnsley Operator: Barnsley Metropolitan Borough Council

**Records of non-operational landfill sites sourced from Landmark within 1000m of the study site: 0**

Database searched and no data found.

**Records of BGS/DoE non-operational landfill sites within 1500m of the study site: 1**

The following landfill records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Details
Not shown	977.0	S	434700,408300	Address: Smithy Green Tip, Smithies Lane, Barnsley, Yorks BGS Number: 1890.0 Risk: No risk to aquifer Waste Type: N/A

**Records of Local Authority landfill sites within 1500m of the study site: 3**

The following landfill records are represented as points or polygons on the Landfill and Other Waste Sites map:

ID	Distance	Direction	Site Address	Source	Data Type
Not shown	826.0	SW	Refuse Tip	1970 mapping	Polygon
Not shown	842.0	S	Refuse Tip	1970 mapping	Polygon
Not shown	1290.0	S	Refuse Tip	1970 mapping	Polygon

## 2.2 Other Waste Sites

**Records of operational waste treatment, transfer or disposal sites within 500m of the study site: 0**

Database searched and no data found.

**Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: 0**

Database searched and no data found.

**Records of Environment Agency (REGIS) waste sites within 1500m of the study site: 9**

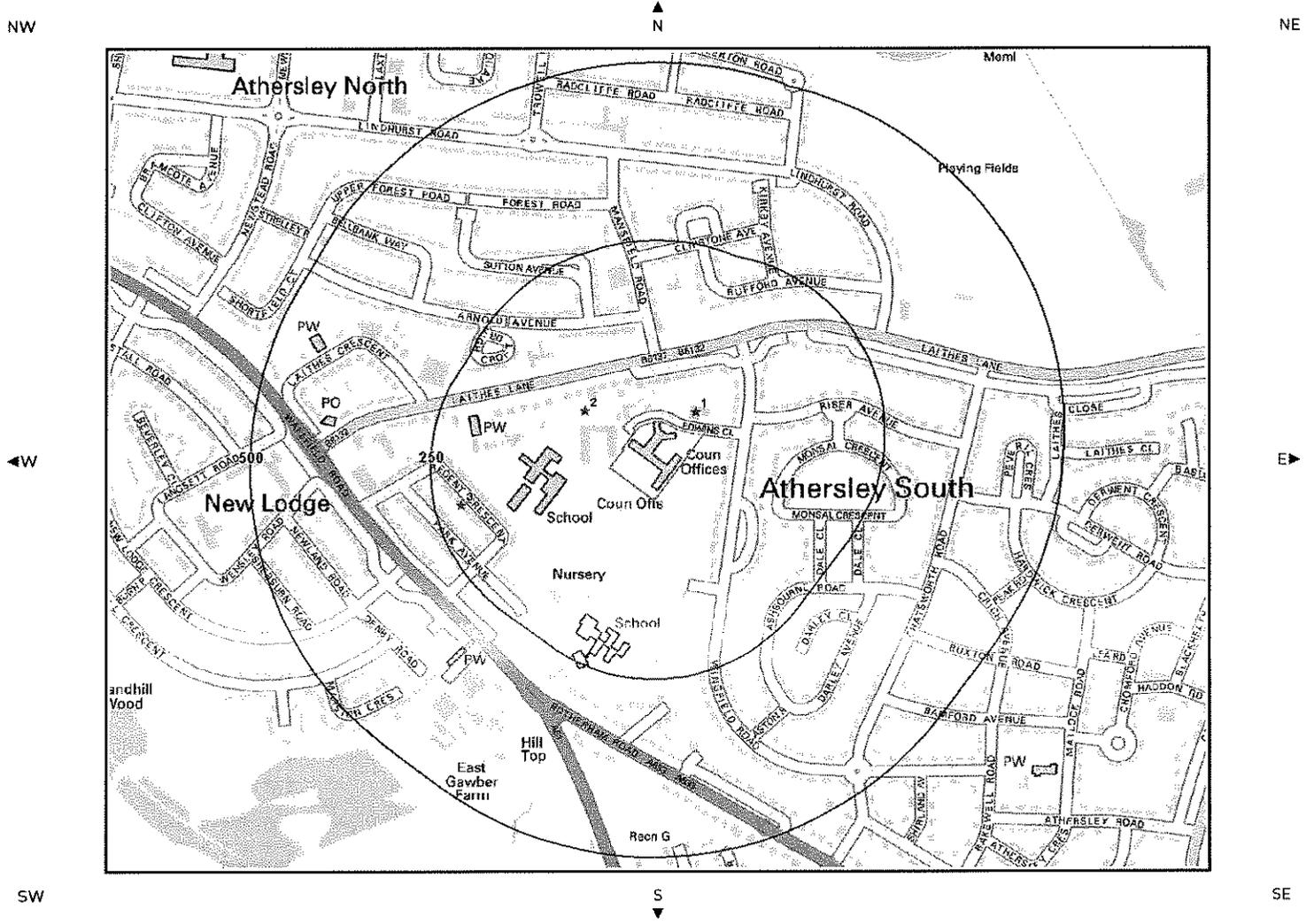
The following waste treatment, transfer or disposal sites records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Details
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Not shown	991.0	S	435300,408300	<p>Site Address: Rotherham Road, Carlton, Barnsley, South Yorkshire, S27 2AG</p> <p>Type: Household, Commercial and Industrial transfer stations</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: YOR007</p> <p>Operator: Yorkshire Water Services</p> <p>Surrendered Date: 01/11/2000</p> <p>Waste Management licence No: 60547</p> <p>Annual Tonnage: 0.0</p>	<p>Issue Date: 31/01/1994</p> <p>Expiry Date: -</p> <p>Effective Date: -</p> <p>Status: Surrendered</p> <p>Modified: -</p> <p>Site Name: Carlton Road Depot</p> <p>Cancelled Date: -</p> <p>Correspondence Address: Western House, Western Way, Halifax Road, Bradford, West Yorkshire, BD6 2LZ</p>
Not shown	991.0	S	435300,408300	<p>Site Address: Rotherham Road, Carlton, Barnsley, South Yorkshire, S27 2AG</p> <p>Type: Household, Commercial and Industrial transfer stations</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: YOR007</p> <p>Operator: Yorkshire Water Services Ltd</p> <p>Surrendered Date: 01/11/2000</p> <p>Waste Management licence No: 60547</p> <p>Annual Tonnage: 39521.0</p>	<p>Issue Date: 31/01/1994</p> <p>Expiry Date: -</p> <p>Effective Date: -</p> <p>Status: Surrendered</p> <p>Modified: -</p> <p>Site Name: Carlton Road Depot</p> <p>Cancelled Date: -</p> <p>Correspondence Address: Western House, Western Way, Halifax Road, Bradford, West Yorkshire, BD6 2LZ</p>
Not shown	1152.0	S	434870,408090	<p>Site Address: Smithies Lane, Smithies, Barnsley, S Yorks</p> <p>Type: Household, Commercial and Industrial transfer stations</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: BDR013</p> <p>Operator: South Herts Waste Management Ltd</p> <p>Surrendered Date: -</p> <p>Waste Management licence No: 60609</p> <p>Annual Tonnage: 0.0</p>	<p>Issue Date: 14/06/1993</p> <p>Expiry Date: -</p> <p>Effective Date: -</p> <p>Status: Issued</p> <p>Modified: -</p> <p>Site Name: Smithies Lane Civic Amenity Site</p> <p>Cancelled Date: -</p> <p>Correspondence Address: 48, Cardigan Road, Stanion, Northants, NN14 1BY</p>
Not shown	1152.0	S	434870,408090	<p>Site Address: Smithies Lane, Smithies, Barnsley, S Yorks</p> <p>Type: Household, Commercial and Industrial transfer stations</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: REG006</p> <p>Operator: Regional Waste Recycling Plc</p> <p>Surrendered Date: -</p> <p>Waste Management licence No: 60609</p> <p>Annual Tonnage: 5000.0</p>	<p>Issue Date: 14/06/1993</p> <p>Expiry Date: -</p> <p>Effective Date: 08/12/2006</p> <p>Status: Transferred</p> <p>Modified: -</p> <p>Site Name: Smithies Lane Civic Amenity Site</p> <p>Cancelled Date: -</p> <p>Correspondence Address: 2 Cecil Court, 49-55, London Road, Enfield, Middlesex, EN2 6DE</p>
Not shown	1152.0	S	434870,408090	<p>Site Address: Smithies Lane Civic Amenity Site, Smithies Lane, Smithies, Barnsley, South Yorkshire, S71 1NL</p> <p>Type: Household, Commercial and Industrial transfer stations</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: WAS067</p> <p>Operator: Waste Recycling Ltd</p> <p>Surrendered Date: -</p> <p>Waste Management licence No: 60609</p> <p>Annual Tonnage: 24999.0</p>	<p>Issue Date: 14/06/1993</p> <p>Expiry Date: -</p> <p>Effective Date: 26/01/2009</p> <p>Status: Transferred</p> <p>Modified: -</p> <p>Site Name: Smithies Lane H W R C Site</p> <p>Cancelled Date: -</p> <p>Correspondence Address: Ground Floor West, 900, Pavilion Drive, Northampton Business Park, Northampton, NN4 7RG</p>
Not shown	1195.0	E	436187,409697	<p>Site Address: 418, Carlton Road, Carlton, Barnsley, S71 3HX</p> <p>Type: Physical treatment facilities</p> <p>Size: ← 25000 tonnes</p> <p>Regis Licence Number: 000094</p> <p>Operator: Glass Recycling (uk) Ltd</p> <p>Surrendered Date: -</p> <p>Waste Management licence No: 65300</p> <p>Annual Tonnage: 0.0</p>	<p>Issue Date: 18/05/2005</p> <p>Expiry Date: -</p> <p>Effective Date: -</p> <p>Status: Issued</p> <p>Modified: -</p> <p>Site Name: Carlton Road Site</p> <p>Cancelled Date: -</p> <p>Correspondence Address: Mr R England, 418, Carlton Road, Carlton, Barnsley, S71 3HX</p>
Not shown	1195.0	E	436187,409697	<p>Site Address: 418, Carlton Road, Carlton, Barnsley, S71 3HX</p> <p>Type: Physical treatment facilities</p> <p>Size: →= 75000 tonnes</p> <p>Regis Licence Number: 000094</p> <p>Operator: Glass Recycling (uk) Ltd</p> <p>Surrendered Date: -</p> <p>Waste Management licence No: 65300</p> <p>Annual Tonnage: 0.0</p>	<p>Issue Date: 18/05/2005</p> <p>Expiry Date: -</p> <p>Effective Date: -</p> <p>Status: Issued</p> <p>Modified: -</p> <p>Site Name: Carlton Road Site</p> <p>Cancelled Date: -</p> <p>Correspondence Address: 418, Carlton Road, Carlton, Barnsley, S71 3HX</p>

Not shown	1202.0	E	436199,409683	Site Address: Kirk Sandall Ind. Est., Thorn Lane, Kirk Sandall, Doncaster, DN3 1WX Type: Household, Commercial and Industrial transfer stations Size: →= 25000 tonnes ← 75000 tonnes Regis Licence Number: 000058 Operator: Trackwork Group Ltd Surrendered Date: - Waste Management licence No: 65285 Annual Tonnage: 0.0	Issue Date: 02/07/2004 Expiry Date: - Effective Date: - Status: Issued Modified: - Site Name: Trackwork Group Ltd Cancelled Date: - Correspondence Address: Thorn Lane, Kirk Sandall, Doncaster, DN2 4RD
Not shown	1335.0	E	436300,409800	Site Address: 418, Carlton Road, Carlton, Barnsley, S Yorks, S71 3HX Type: Household, Commercial and Industrial transfer stations Size: →= 75000 tonnes Regis Licence Number: GLA001 Operator: Glass Recycling [ U K ] Ltd Surrendered Date: - Waste Management licence No: 60596 Annual Tonnage: 0.0	Issue Date: 24/03/1992 Expiry Date: - Effective Date: - Status: Issued Modified: - Site Name: Glass Recycling U K Cancelled Date: - Correspondence Address: 418, Carlton Road, Carlton, Barnsley, S Yorks, S71 3HX

### 3. Current Land Use Map



**Current Land Use Legend**



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-  Site Outline
-  Current Industrial Sites
-  Search Buffers (m)
-  Petrol & Fuel Sites
-  Underground High Pressure Oil & Fuel Pipelines

## 3. Current Land Uses

### 3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site:

**3**

The following records are represented as points on the Current Land Uses map.

ID	Distance	Direction	Company	Address	Activity	Category
1	25.0	N	A G Pest Management	Unit 9 Athersley Managed Workspace Offices, Edwins Close, Barnsley, S71 3BH	Pest and Vermin Control	Hiring And Contract Services
2	71.0	W	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
3	214.0	W	Sheard Electrical	21, Regent Crescent, Barnsley, S71 3TS	Electrical Contractors	Construction Services

### 3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site:

**0**

Database searched and no data found.

### 3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site:

**0**

Database searched and no data found.

---

## 4. Geology

### 4.1 Artificial Ground and Made Ground

Database searched and no data found.

The database has been searched on site, including a 50m buffer.

---

### 4.2 Superficial Ground and Drift Geology

The database has been searched on site, including a 50m buffer.

Lex Code	Description	Rock Type
TILMP-DMTN	TILL, MID PLEISTOCENE	DIAMICTON

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

---

### 4.3 Bedrock and Solid Geology

The database has been searched on site, including a 50m buffer.

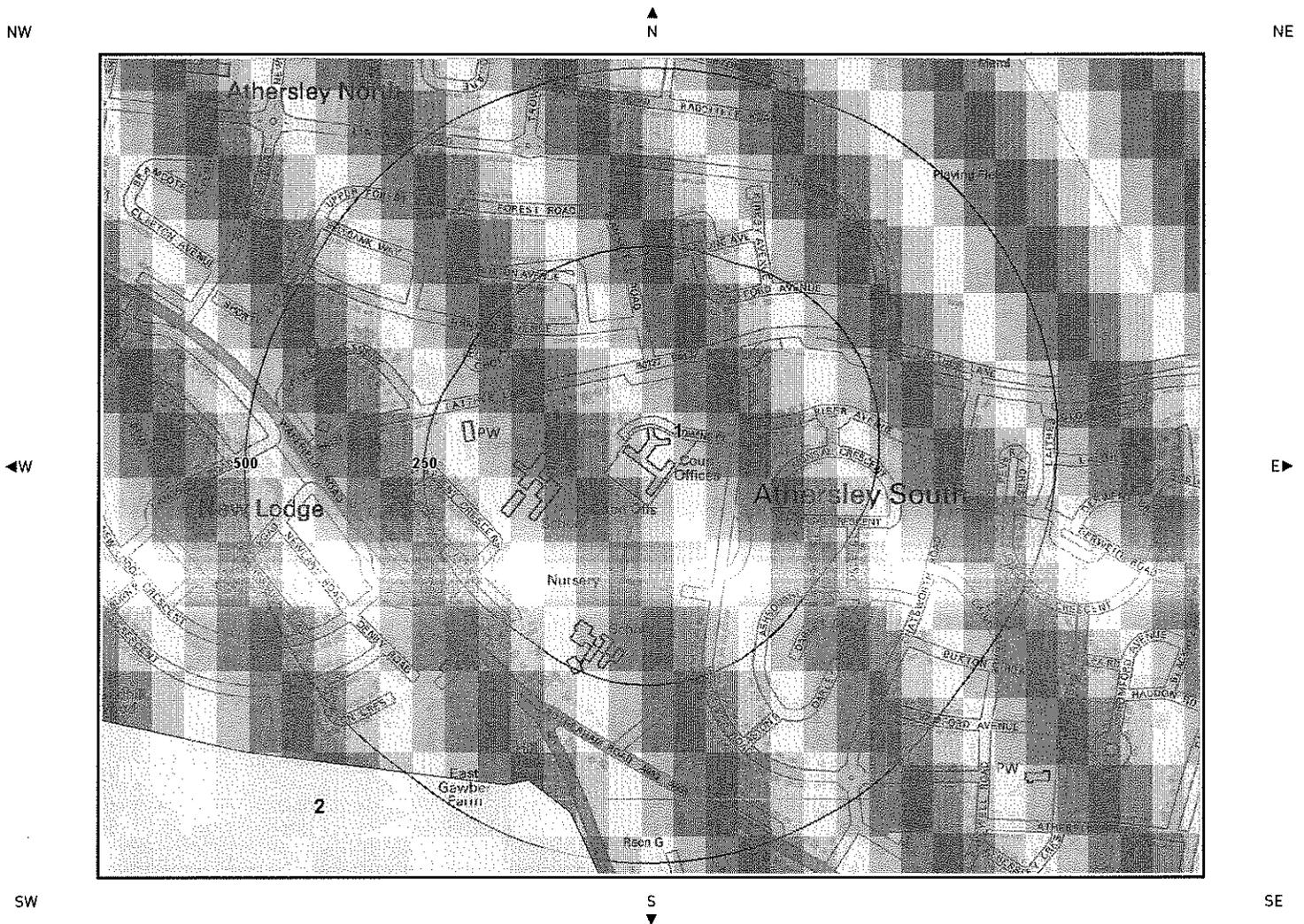
LEX Code	Description	Rock Type
WE-SDST	WOOLLEY EDGE ROCK	SANDSTONE

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

---

For more detailed geological and ground stability data please refer to the "GroundSure Geolnsight". Available from our website.

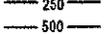
# 5. Hydrogeology and Hydrology - Aquifer and Abstraction Licence Map



### Hydrogeology and Hydrology Legend

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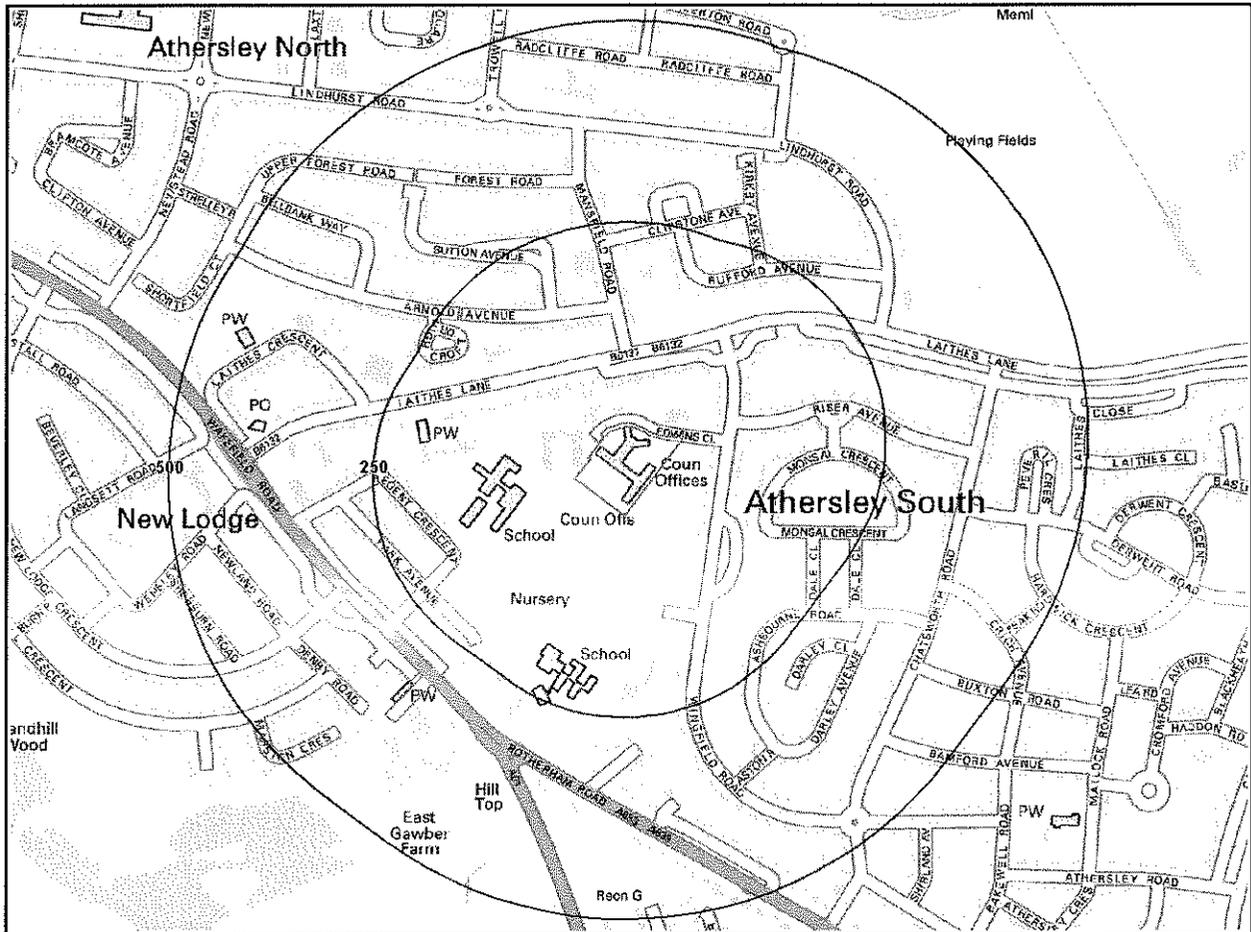
-  Minor Aquifer - Low Leaching Potential
-  Minor Aquifer - Intermediate Leaching Potential
-  Minor Aquifer - High Leaching Potential
-  Major Aquifer - Low Leaching Potential
-  Major Aquifer - Intermediate Leaching Potential
-  Major Aquifer - High Leaching Potential
-  Site Outline
-  Search Buffers (m)
-  Main River
-  Groundwater Abstraction Licence
-  Surface Water Abstraction Licence

# 5b. Hydrogeology and Hydrology - SPZ and Potable Water Abstraction Map

NW



NE



W

E

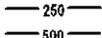


SE

## Hydrogeology and Hydrology Legend



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-  Site Outline
-  Search Buffers (m)
-  Source Protection Zone 1 - Inner Catchment
-  Source Protection Zone 2 - Outer Catchment
-  Source Protection Zone 3 - Total Catchment
-  Source Protection Zone 4 - Zone of Special Interest
-  Potable Water Abstraction Licence

## 5. Hydrogeology and Hydrology

### 5.1 Groundwater Vulnerability and Soil Classification

Records of aquifer and soil classification within 200m of the study site: **Yes**

The following groundwater information is represented as polygons on the Aquifer and Abstraction Licence Map:

ID	Distance	Direction	Classification
1	0.0	On Site	Minor Aquifer/High Leaching Potential

### 5.2 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site? **No**

Database searched and no data found.

### 5.3 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site? **No**

Database searched and no data found.

### 5.4 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site? **No**

Database searched and no data found.

### 5.5 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site? **No**

Database searched and no data found.

### 5.6 River Quality

Is there any Environment Agency information on river quality within 500m of the study site? **No**

Database searched and no data found.

### 5.7 Main Rivers

Are there any Main Rivers within 500m of the study site? **No**

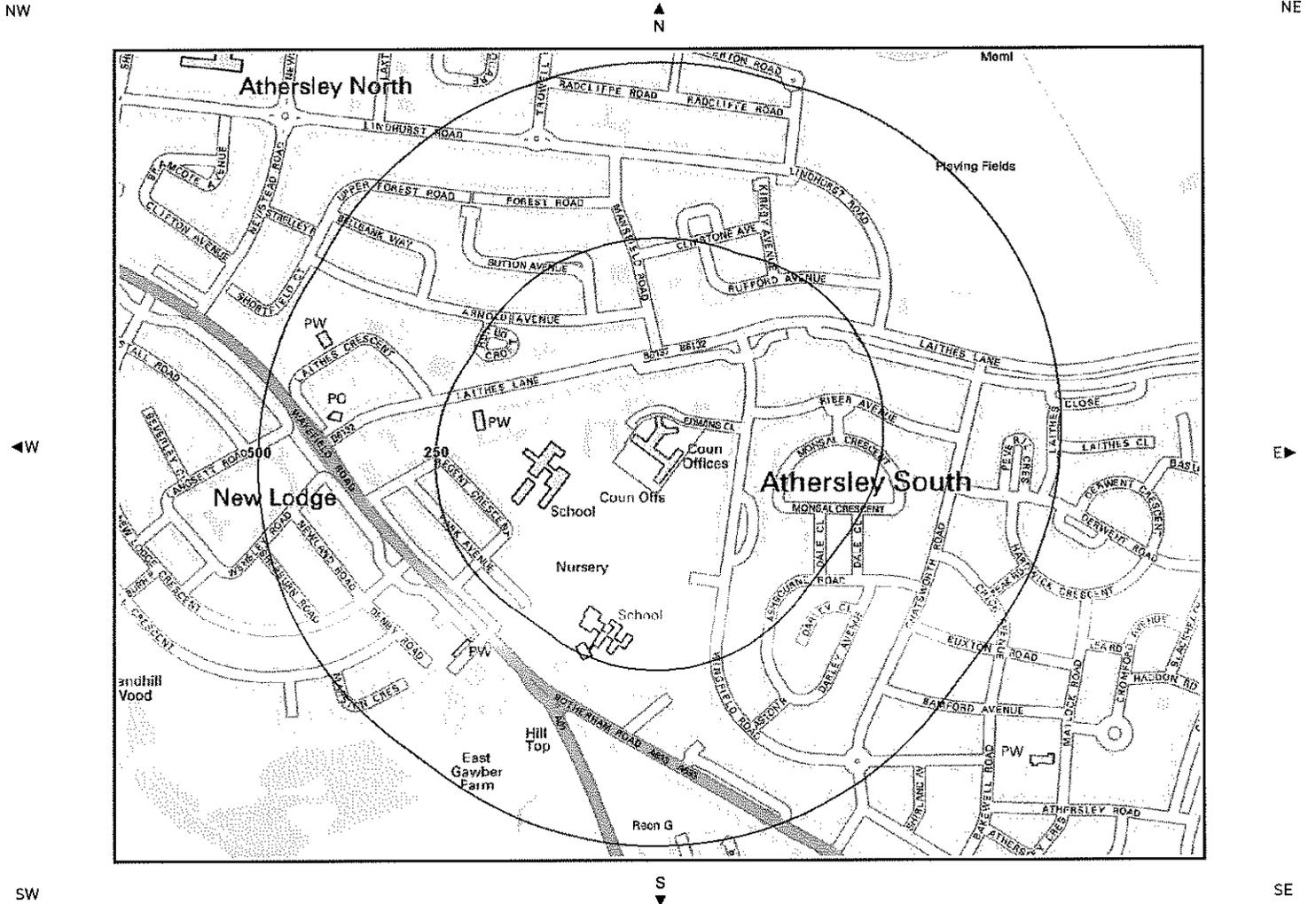
Database searched and no data found.

### 5.8 Surface Water Features

Are there any surface water features within 250m of the study site? **No**

Database searched and no data found.

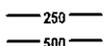
# 6. Surface Water Flood Map



### Surface Water Flood Legend

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-  Site Outline
-  Search Buffers (m)  
— 250 —  
— 500 —
-  Zone 2 Floodplain
-  Zone 3 Floodplain
-  Flood Storage Area
-  Area Benefiting from Flood Defences
-  Flood Defences

---

## 6. Flooding

### 6.1 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

**Is the site within 250m of an Environment Agency indicative Zone 2 floodplain?** **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

Database searched and no data found.

---

### 6.2 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

**Is the site within 250m of an Environment Agency indicative Zone 3 floodplain?** **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

Database searched and no data found.

---

### 6.3 Flood Defences

**Are there any Flood Defences within 250m of the study site?** **No**

---

### 6.4 Areas benefiting from Flood Defences

**Are there any areas benefiting from Flood Defences within 250m of the study site?** **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

---

### 6.5 Areas used for Flood Storage

**Are there any areas used for Flood Storage within 250m of the study site?** **No**

Guidance: More detailed information may be available from the Environment Agency through their floodline (0845 988 1188) or by ordering an Environment Agency Flood Report from the local Environment Agency Office.

---

### 6.6 Groundwater Flooding Susceptibility Areas

**Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site?** **Yes**

---

**What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions?** **Not Applicable**

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---

Guidance: Where groundwater flooding susceptibility is not applicable, this means that you need take no further action in relation to groundwater hazard in this area.

---

## 6.7 Groundwater Flooding Confidence Areas

What is the British Geological Survey confidence rating in this result?

Moderately Low

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### Notes:

**Groundwater flooding** is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The confidence rating is on a fivefold scale - Low, Moderately Low, Moderate, Moderately High and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

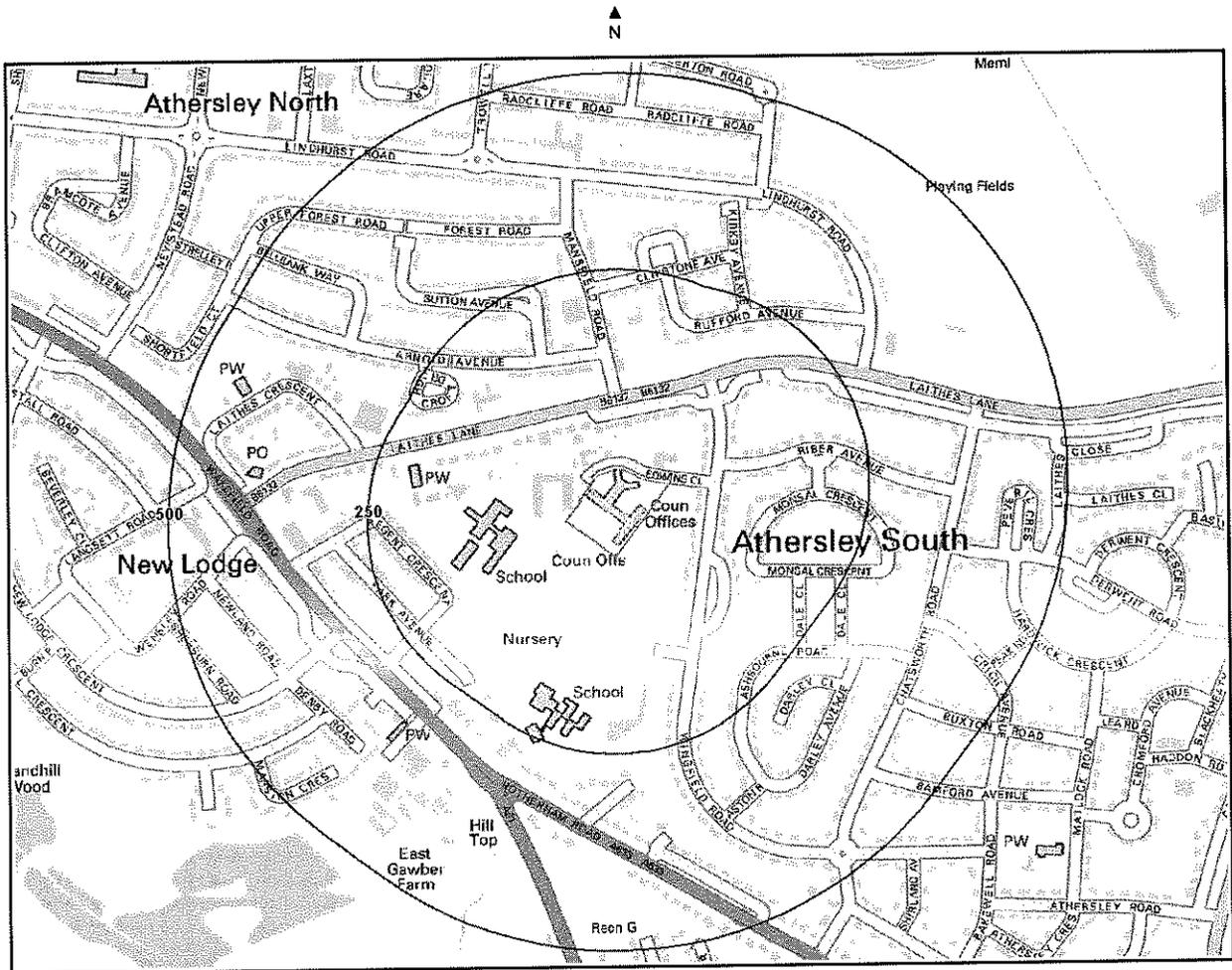
# 7. Designated Environmentally Sensitive Sites Map

NW

NE

◀ W

▶ E

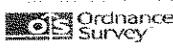


S

SE

SW

## Designated Environmentally Sensitive Sites Legend

 Enabled by  Ordnance Survey

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	Site Outline		SAC		SSSI		NNR		World Heritage Sites			
	250		500	Search Buffers (m)		SPA		Ramsar		LNR		Environmentally Sensitive Areas
			Areas of Outstanding Natural Beauty		Nitrate Sensitive Areas		National Parks					

## 7. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site?	Yes
<b>Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of National Nature Reserves (NNR) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Special Areas of Conservation (SAC) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Special Protection Areas (SPA) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Ramsar sites within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Local Nature Reserves (LNR) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of World Heritage Sites within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Environmentally Sensitive Areas within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of National Parks (NP) within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Nitrate Sensitive Areas within 500m of the study site:</b> Database searched and no data found.	0
<b>Records of Nitrate Vulnerable Zones within 500m of the study site:</b>	1



The following Nitrate Vulnerable Zone records produced by DEFRA are not represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	NVZ Name	Data Source
	0.0	On Site	No place name provided	DEFRA

## 8. Natural Hazards Findings

### 8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information, please obtain a GroundSure Geolnsight. Available from our website. The following information has been found:

#### 8.1.1 Shrink Swell

What is the maximum Shrink-Swell\* hazard rating identified on the study site?

Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.

#### 8.1.2 Landslides

What is the maximum Landslide\* hazard rating identified on the study site?

Very Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

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.

#### 8.1.3 Soluble Rocks

What is the maximum Soluble Rocks\* hazard rating identified on the study 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.

#### 8.1.4 Compressible Ground

What is the maximum Compressible Ground\* hazard rating identified on the study site?

Negligible

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

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.

#### 8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks\* hazard rating identified on the study site?

Null - Negligible

No indicators for collapsible deposits identified; No special actions required to avoid problems due to collapsible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with collapsible deposits.

#### 8.1.6 Running Sand

What is the maximum Running Sand\* hazard rating identified on the study site?

Very Low

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---

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

**Hazard**

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.

\* This indicates an automatically generated 50m buffer and site.

## 9. Mining

### 9.1 Coal Mining

Are there any coal mining areas within 75m of the study site? **Yes**

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

Distance	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.

### 9.2 Shallow Mining

What is the hazard of subsidence relating to shallow mining on-site (including a 150m buffer)? **Low-Moderate**

Guidance: Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.

### 9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? **No**

Database searched and no data found.

## 10. Contacts

GroundSure Helpline  
Telephone: 01273 819700  
info@groundsure.com



British Geological Survey (England & Wales)  
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



Environment Agency  
National Customer Contact Centre  
PO Box 544  
Rotherham  
S60 1BY  
Tel: 08708 506 506  
Web: www.environment-agency.gov.uk  
Email: enquiries@environment-agency.gov.uk



Health Protection Agency  
Chilton, Didcot, Oxon, OX11 0RQ  
Tel: 01235 822622 www.hpa.org.uk/radiation  
Radon measures and general radon information and guidance



The Coal Authority  
200 Lichfield Lane, Mansfield, Notts NG18 4RG  
Tel: 0845 762 6848. DX 716176 Mansfield 5  
www.coal-authority.co.uk  
Coal mining reports and related enquiries



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



Local Authority  
Authority: Barnsley Metropolitan Borough Council  
Phone: 01226 770770  
Web: www.barnsley.gov.uk/index.asp  
Address: Town Hall, Barnsley, South Yorkshire, S70 2TA

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



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## 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.
- "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.
- "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 therefor.
- 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, 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 use the information contained in the Report, Mapping or in a report prepared by GroundSure in respect of or arising out of the 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 judgement) 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.

### 7 Liability

Report Reference: HMD-326-512779

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- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful 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 the Contract for £5 million 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 may 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.

**APPENDIX 4:  
Ground Sure Geolnsight Report**

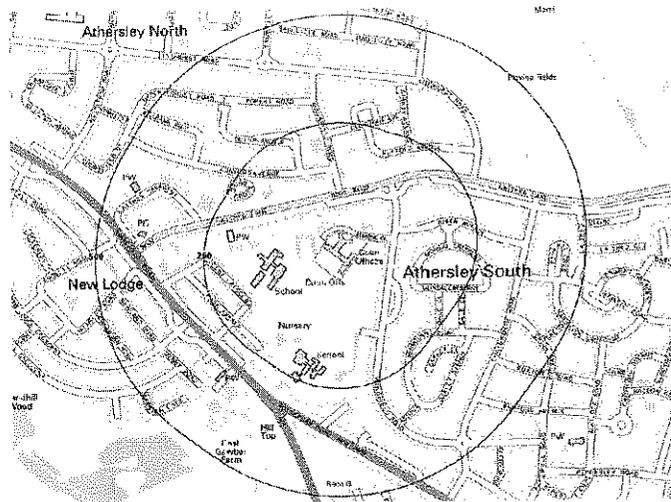
# GroundSure GeoInsight

**Address:** OFF EDWINS CLOSE, BARNSELY, S71 3BH

**Date:** Jul 28, 2009

**GroundSure Reference:** HMD-326-512780

**Your Reference:** 5954



**Brought to you by GroundSure**

# Aerial Photograph of Study Site



**Site Name:** OFF EDWINS CLOSE, BARNSELEY, S71 3BH  
**Grid Reference:** 434965,409306

Aerial photography supplied by Getmapping PLC.  
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Report Reference: HMD-326-512780

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# Overview of Findings

The GroundSure GeolInsight 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 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
<b>1. Geology</b>	
Description	
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site? *	No
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? *	Yes
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	Yes
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

<b>2. Ground Workings</b>	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	0	0	0	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	2	10
2.3 Current Ground Workings	0	0	0	0	3

<b>3. Mining, Extraction &amp; Natural Cavities</b>	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	2	10
3.2 Coal Mining	1	0	0	0	0
3.3 Shallow Mining*	1	-	-	-	-
3.4 Non - Coal Mining Cavities	0	0	0	0	0
3.5 Natural Cavities	0	0	0	0	0
3.6 Brine Extraction	0	0	0	0	0
3.7 Gypsum Extraction	0	0	0	0	0
3.8 Tin Mining	0	0	0	0	0
3.9 Clay Mining	0	0	0	0	0

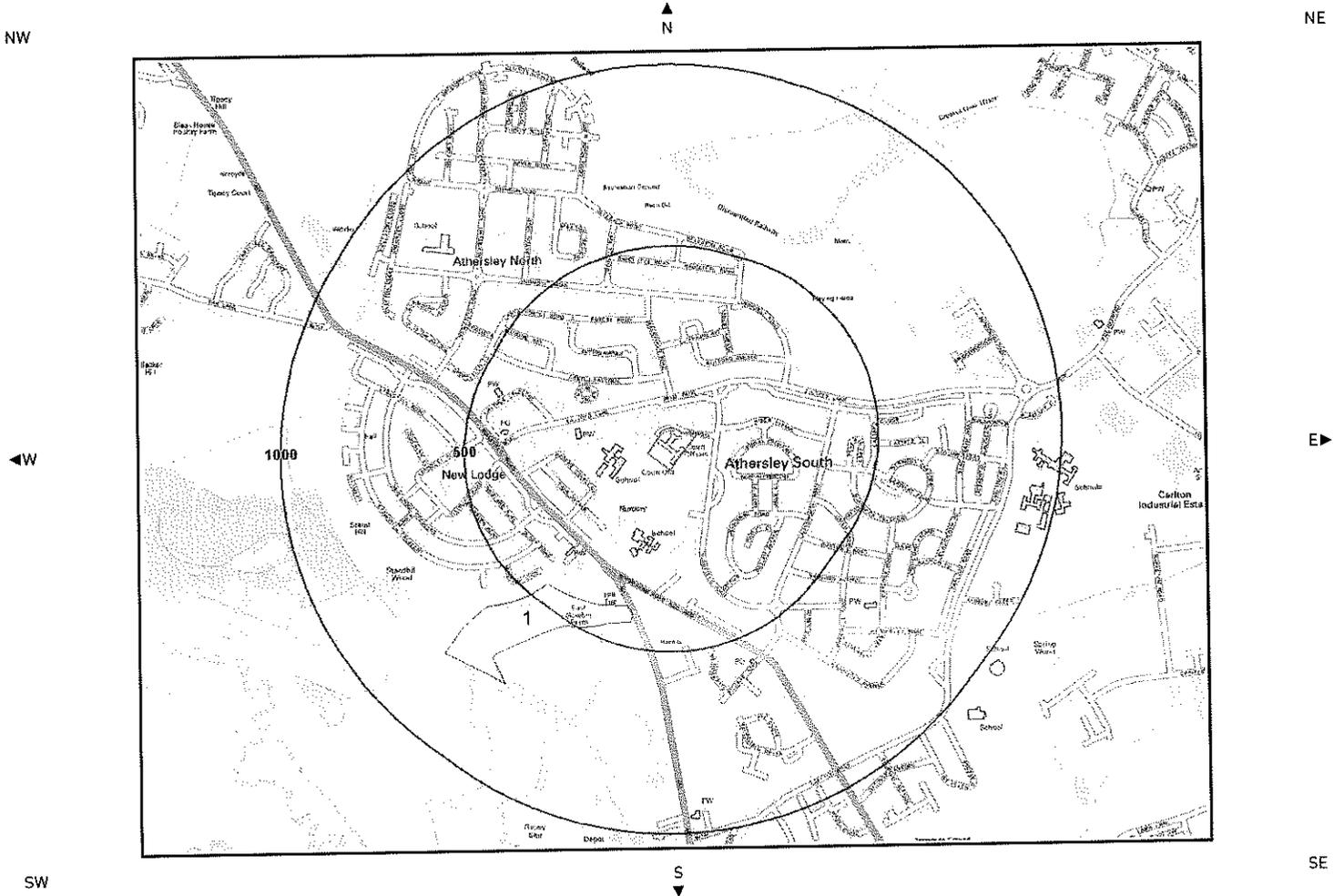
\*This includes an automatically generated 150m buffer zone around the site

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

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

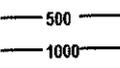
<b>5. Borehole Records</b>	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	0	0	-	-

# 1.1 Artificial Ground Map



## Artificial Ground Legend

Enabled by  Ordnance Survey  
 Crown Copyright. All Rights Reserved  
 Licence Number: 100035207

-  Site Outline
-  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.

Report Reference: HMD-326-512780

Brought to you by GroundSure

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# 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	390.0	S	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT

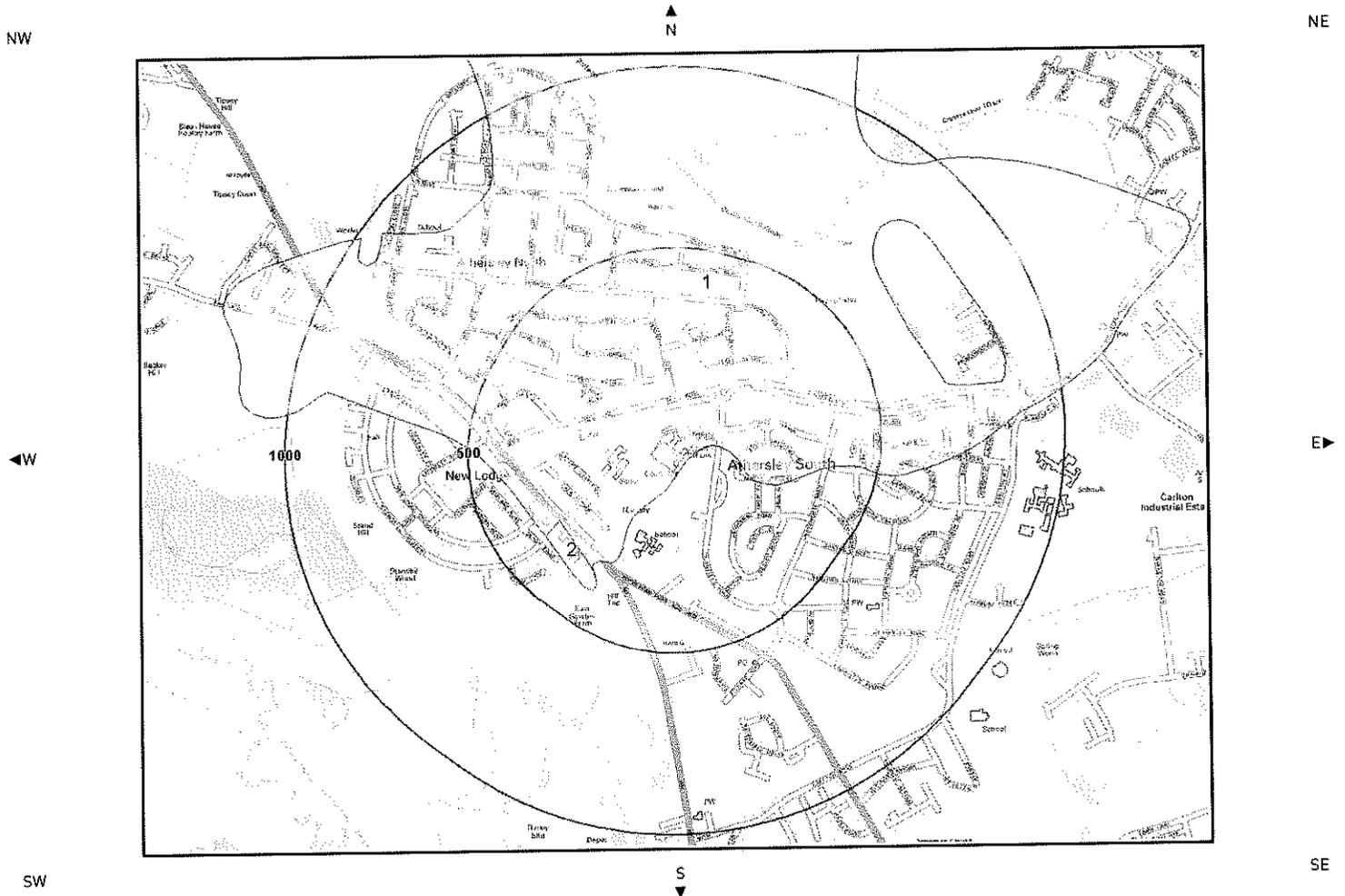
## 1.1.2 Permeability of Artificial Ground

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.

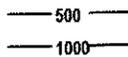
# 1.2 Superficial Deposits and Landslips Map



### Superficial and Landslips Legend



Crown Copyright. All Rights Reserved  
Licence Number: 100035207

-  Site Outline
-  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.

Report Reference: HMD-326-512780

Brought to you by GroundSure

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# 1.2 Superficial 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: **Yes**

ID	Distance [m]	Direction	Lex Code	Description	Rock Description
1	0.0	On Site	TILMP-DMTN	TILL, MID PLEISTOCENE	DIAMICTON
2	307.0	SW	GFDMP-SAGR	GLACIOFLUVIAL DEPOSITS, MID PLEISTOCENE	SAND AND GRAVEL

## 1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site\* boundary: **Yes**

Distance [m]	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	High	Low
0.0	On Site	Mixed	High	Low

## 1.2.3 Landslip

Database searched and no data found.

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

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 discreet 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.

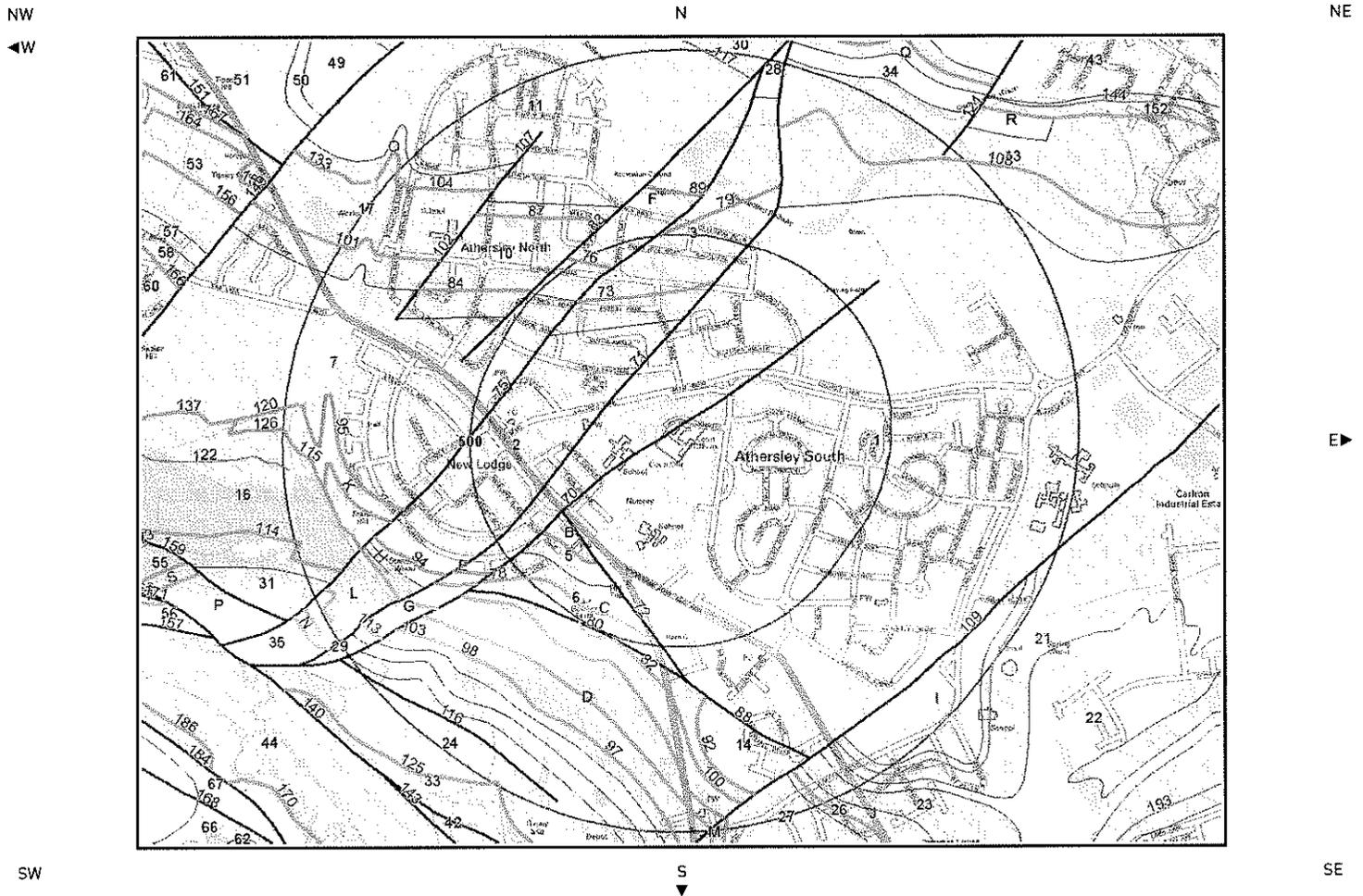
## 1.2.4 Landslip Permeability

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

Database searched and no data found.

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

# 1.3 Bedrock and Faults Map

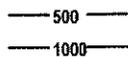


**Bedrock & Faults Deposits Legend**



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Licence Number: 100035207

 Site Outline

 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.

Report Reference: HMD-326-512780

Brought to you by GroundSure

If you would like any further assistance regarding this report then please contact GroundSure on (T) 01273 819700, (F) 01273 377902, email: [info@groundsure.com](mailto:info@groundsure.com)

## 1.3 Bedrock, 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	WE-SDST	Woolley Edge Rock - Sandstone	Duckmantian (westphalian B)
2	159.0	NW	WE-SDST	Woolley Edge Rock - Sandstone	Duckmantian (westphalian B)
3	268.0	N	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovia (westphalian C) / Duckmantian (westphalian B)
4B	307.0	SW	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovia (westphalian C) / Duckmantian (westphalian B)
5	346.0	SW	PMCM-SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovia (westphalian C) / Duckmantian (westphalian B)
6	373.0	SW	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovia (westphalian C) / Duckmantian (westphalian B)
7	400.0	NW	WE-SDST	Woolley Edge Rock - Sandstone	Duckmantian (westphalian B)
8F	410.0	NW	PMCM-MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovia (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	Moderate
0.0	On Site	Fracture	High	Moderate

### 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
70	0.0	On Site	FAULT	Normal fault, inferred
71	159.0	NW	FAULT	Normal fault, inferred
72	307.0	SW	FAULT	Normal fault, inferred
73	344.0	N	ROCK	Coal seam, inferred
74B	346.0	SW	ROCK	Coal seam, inferred coincident with bedrock geology boundary
75	400.0	NW	FAULT	Normal fault, inferred
76	445.0	N	ROCK	Coal seam, inferred
77C	455.0	SW	ROCK	Coal seam, inferred
78	462.0	SW	ROCK	Coal seam, inferred
79	500.0	N	ROCK	Coal seam, inferred

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.

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

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### 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?**

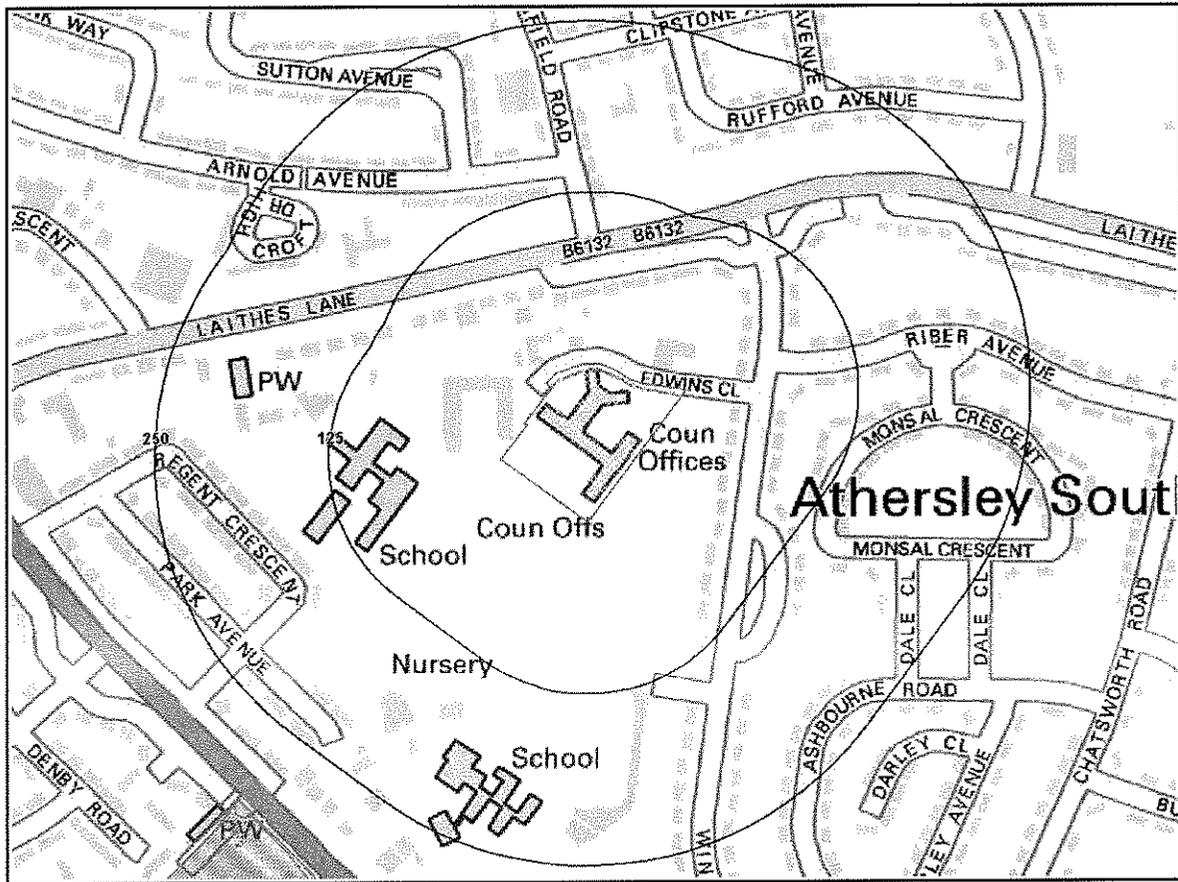
No radon protective measures are necessary

## 2. Ground Workings Map

NW

N

NE



W

E

SW

S

SE

### Ground Workings Legend

Enabled by



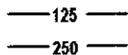
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Site Outline



Historic Surface Ground Workings



Search Buffers (m)



Historic Underground Workings



Current Ground Workings

## 2. Ground Workings

### 2.1 Historical Surface Ground Working Features derived from the 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?** **No**

Database searched and no data found.

### 2.2 Historical Underground Workings Features derived from the 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
1	312.0	SW	434582,408876	Colliery	1904
2	315.0	SW	434580,408828	Colliery	1890
Not shown	588.0	S	434855,408510	Colliery	1904
Not shown	589.0	S	434862,408572	Colliery	1890
Not shown	593.0	S	434993,408581	Colliery	1948
Not shown	624.0	S	434986,408600	Unspecified Drift	1948
Not shown	762.0	SW	434786,408328	Colliery	1890
Not shown	765.0	SW	434787,408318	Colliery	1904
Not shown	883.0	E	436018,409716	Colliery	1904
Not shown	909.0	E	436009,409708	Colliery	1891
Not shown	931.0	E	435917,409679	Unspecified Disused Shaft	1992
Not shown	931.0	E	435917,409679	Unspecified Disused Shaft	1982

### 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	Use	Date Updated
Not shown	921.0	E	435933.0,409590.0	Clay & Shale	16-Jul-2007

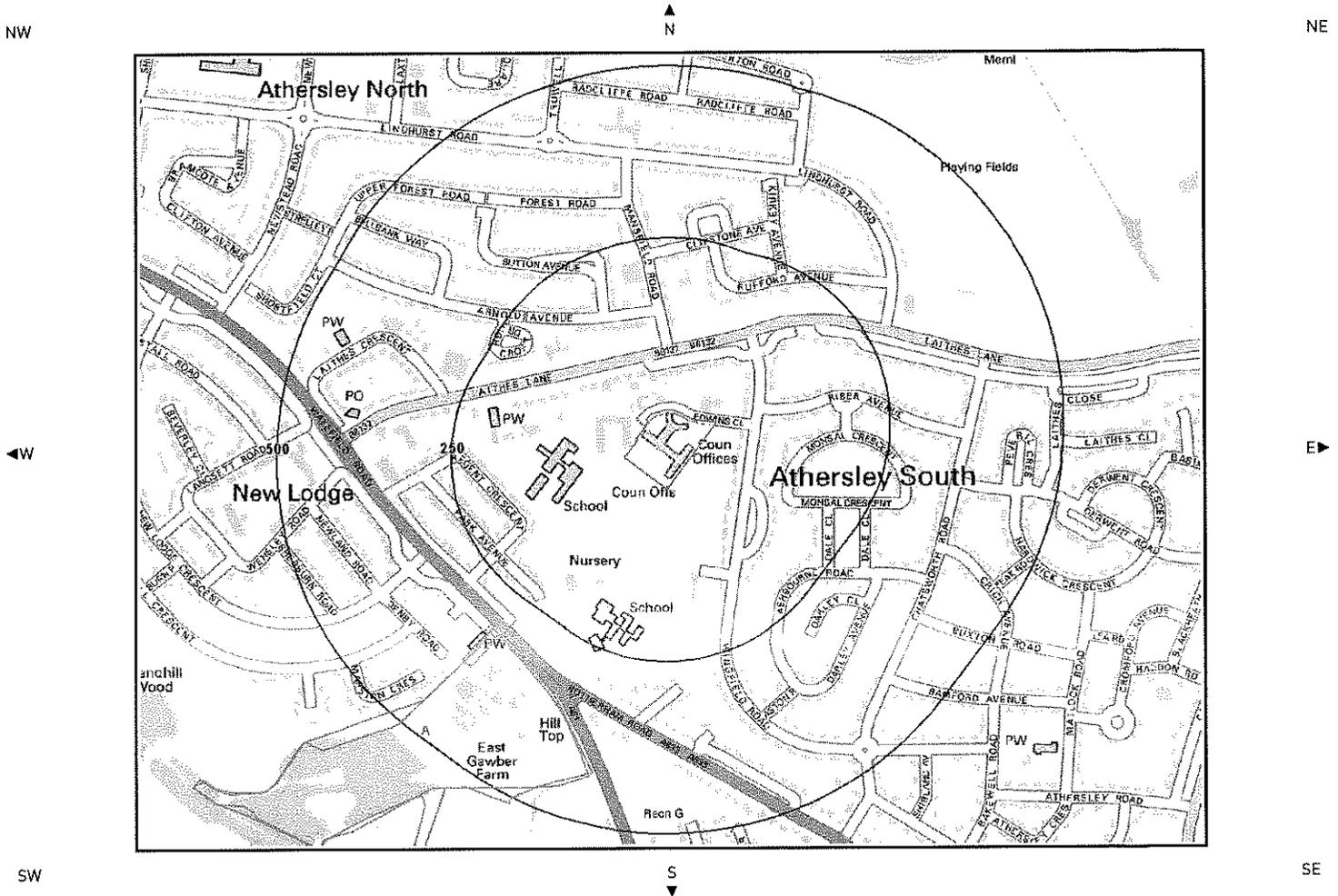


---

Not show n	967.0	S	434807.0,408285.0	Coal, Deep	12-Feb-2008
Not show n	991.0	E	435985.0,409660.0	Coal, Deep	

---

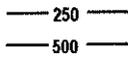
# 3. Mining, Extraction & Natural Cavities Map



**Mining, Extraction & Natural Cavities Legend**

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-  Site Outline
-  Historical Mining
-  Non-Coal Mining Cavities
-  Natural Cavities
-  Search Buffers (m)  
250  
500

## 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
1A	312.0	SW	434582,408876	Colliery	1904
2A	315.0	SW	434580,408828	Colliery	1890
Not shown	588.0	S	434855,408510	Colliery	1904
Not shown	589.0	S	434862,408572	Colliery	1890
Not shown	593.0	S	434993,408581	Colliery	1948
Not shown	624.0	S	434986,408600	Unspecified Drift	1948
Not shown	762.0	SW	434786,408328	Colliery	1890
Not shown	765.0	SW	434787,408318	Colliery	1904
Not shown	883.0	E	436018,409716	Colliery	1904
Not shown	909.0	E	436009,409708	Colliery	1891
Not shown	931.0	E	435917,409679	Unspecified Disused Shaft	1992
Not shown	931.0	E	435917,409679	Unspecified Disused Shaft	1982

### 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 Shallow Mining

This dataset refers to the (largely very old) extraction of mineral deposits by means of near surface underground workings.

**What is the maximum hazard rating of subsidence relating to shallow mining within the study site\* boundary?**

**Low - Moderate**

\*This includes an automatically generated 150m buffer zone around the study site boundary

The following Shallow Mining information provided by the British Geological Survey is not represented on Mapping:

Distance (m)	Direction	Hazard Rating	Details
--------------	-----------	---------------	---------

0.0	On Site	Low - Moderate	Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels.
-----	---------	----------------	--

### 3.4 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.

### 3.5 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.

### 3.6 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.

### 3.7 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.

### 3.8 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records.

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

Database searched and no data found.

### 3.9 Clay Mining

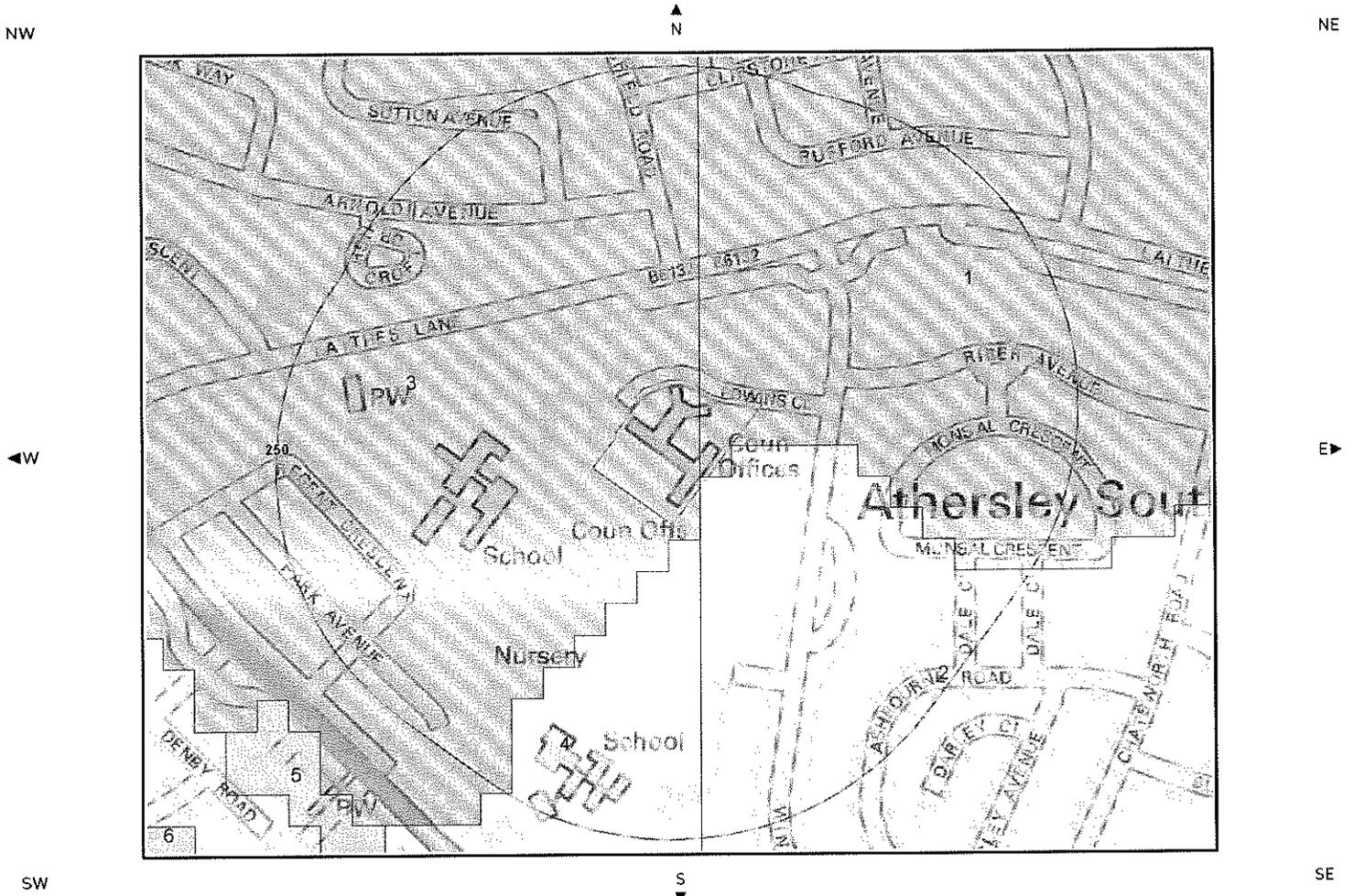
This dataset provides information on Kalin and Ball Clay mining from relevant mining records.

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

Database searched and no data found.

# 4. Natural Ground Subsidence

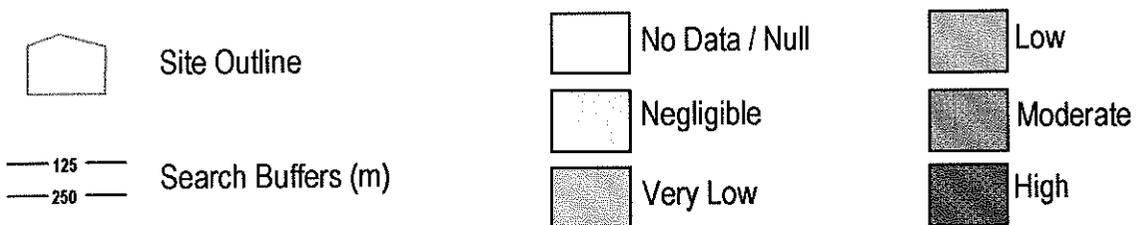
## 4.1 Shrink-Swell Clay Map



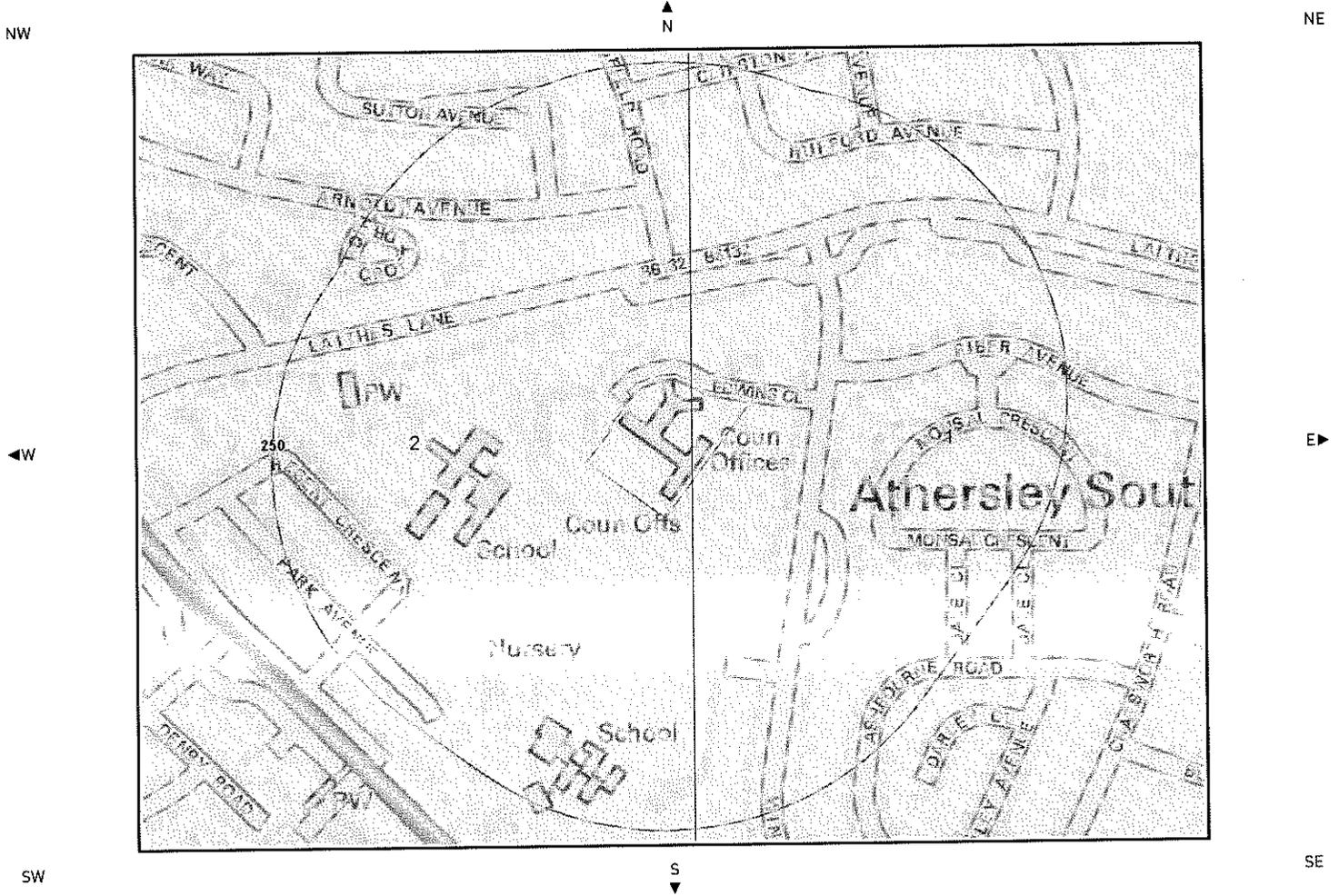
**Shrink-Swell Clay Legend**

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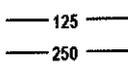


# 4.2 Landslides Map

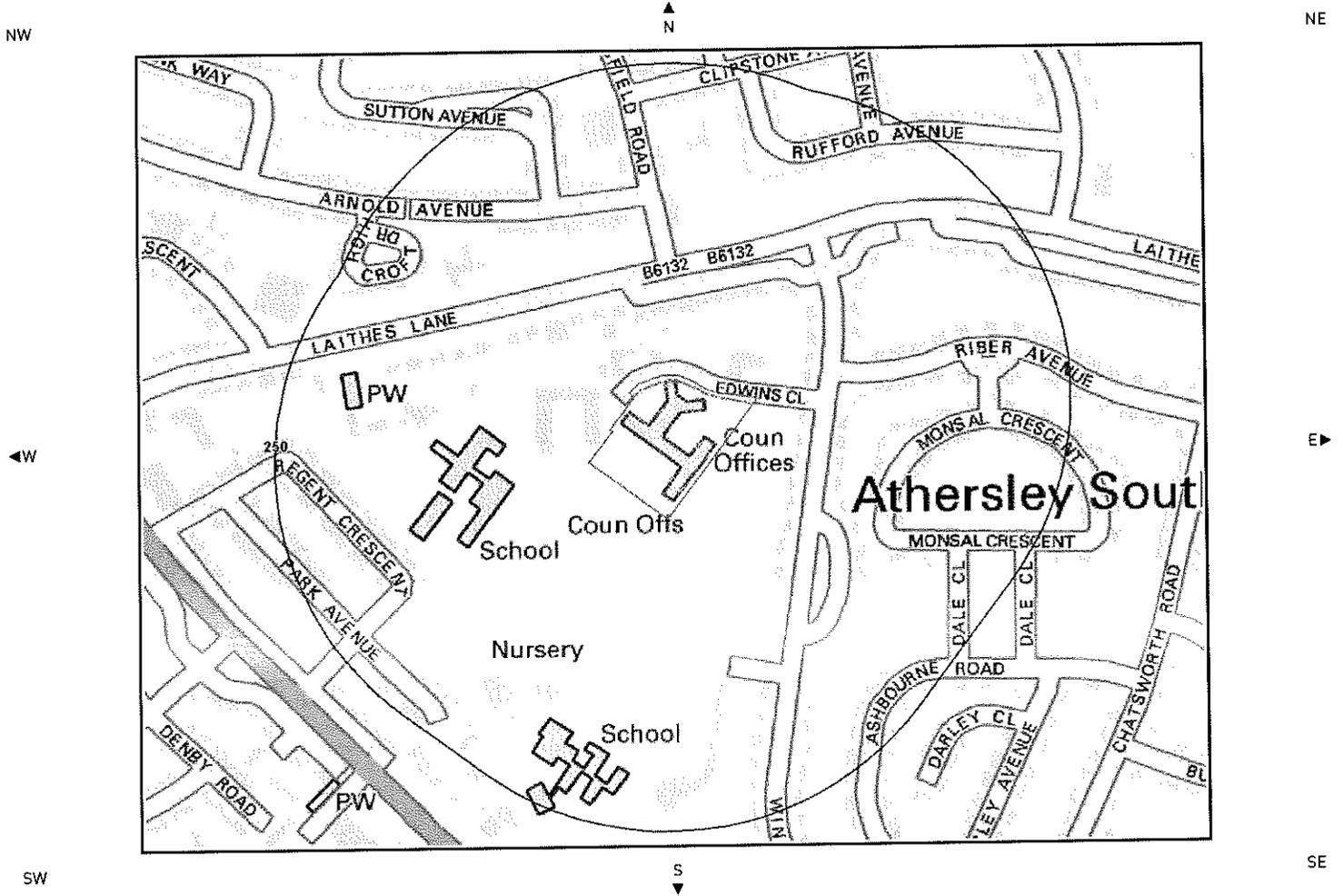


**Landslides Legend**

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	Site Outline		No Data / Null		Low
	Search Buffers (m)		Negligible		Moderate
			Very Low		High

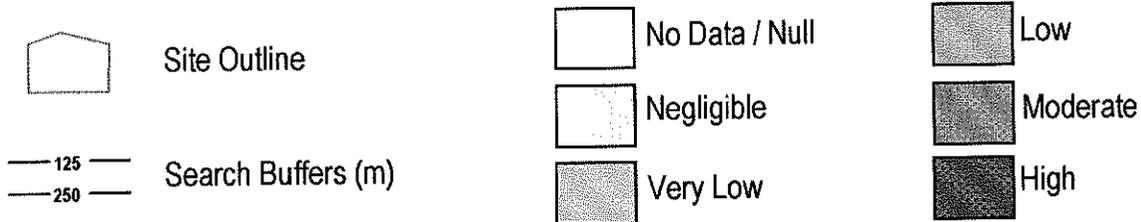
# 4.3 Ground Dissolution Soluble Rocks Map



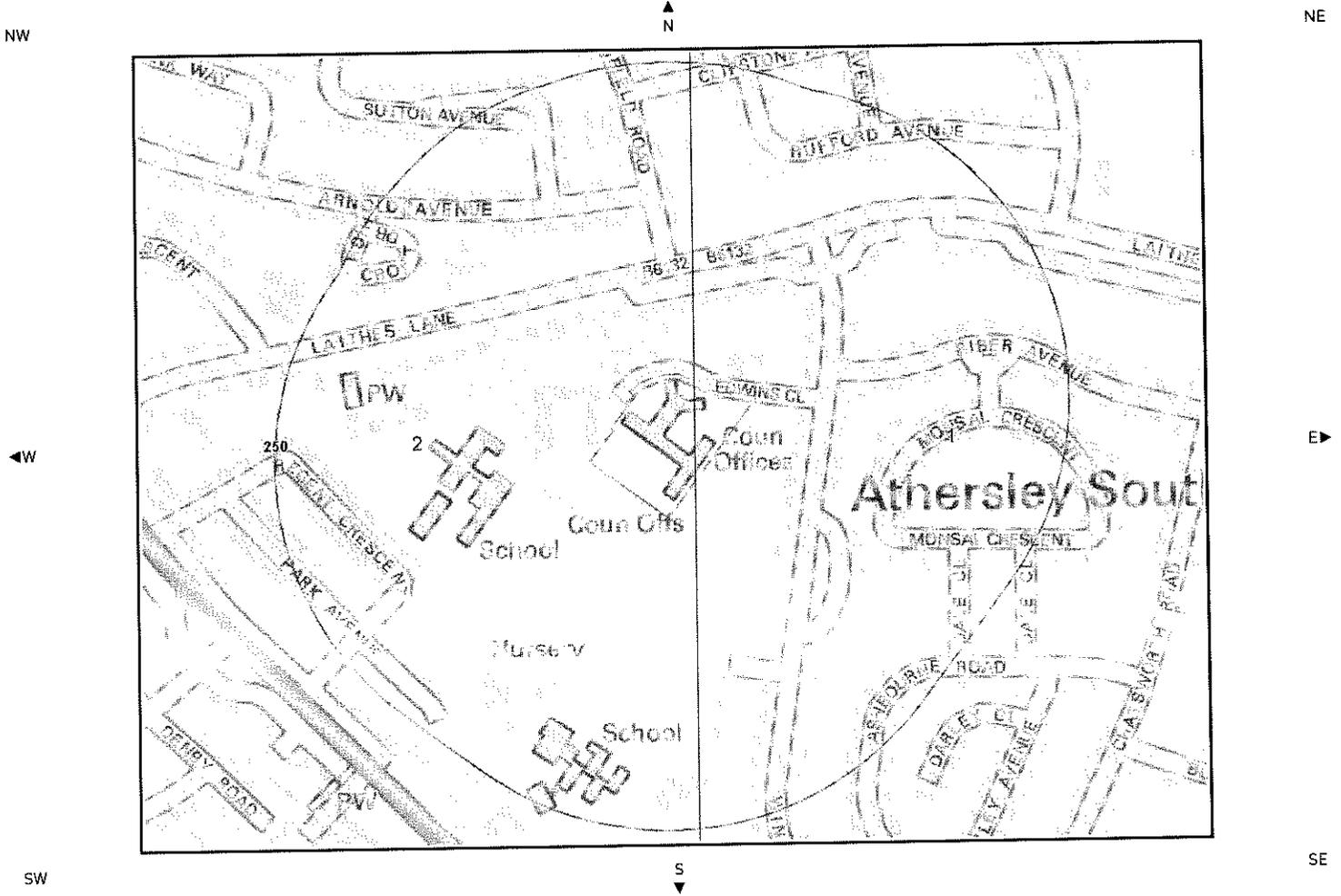
**Ground Dissolution Soluble Rocks Legend**

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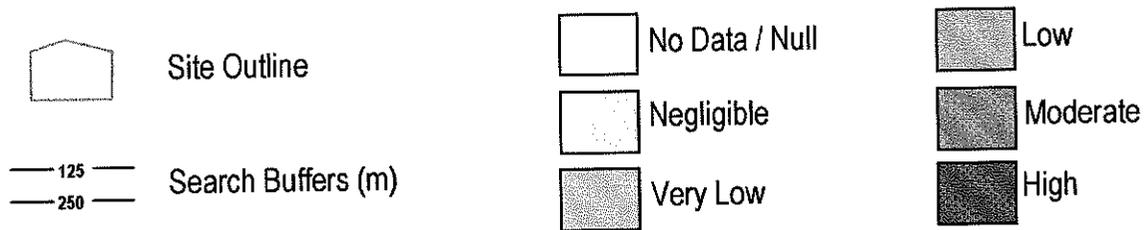
# 4.4 Compressible Deposits Map



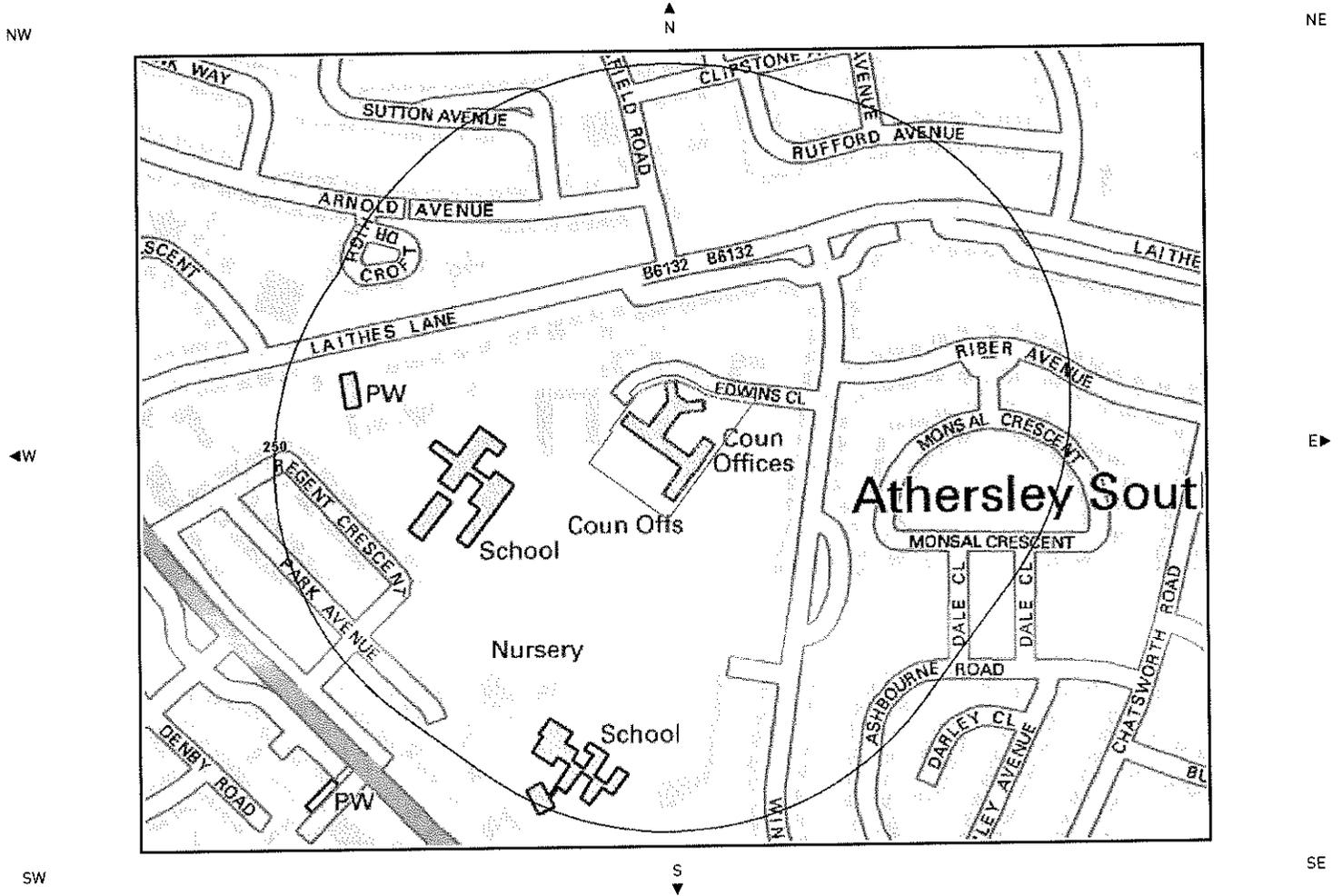
**Compressible Deposits Legend**

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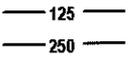


# 4.5 Collapsible Deposits Map



**Collapsible Deposits Legend**

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-  Site Outline
-  No Data / Null
-  Search Buffers (m)
-  Significant



## 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?** **Low**

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

### 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	Low	Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.
2	0.0	On Site	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.
3	0.0	On Site	Low	Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.
4	12.0	S	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	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.

### 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	On site	Nil-Negligible	Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. 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.

## 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	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.
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:

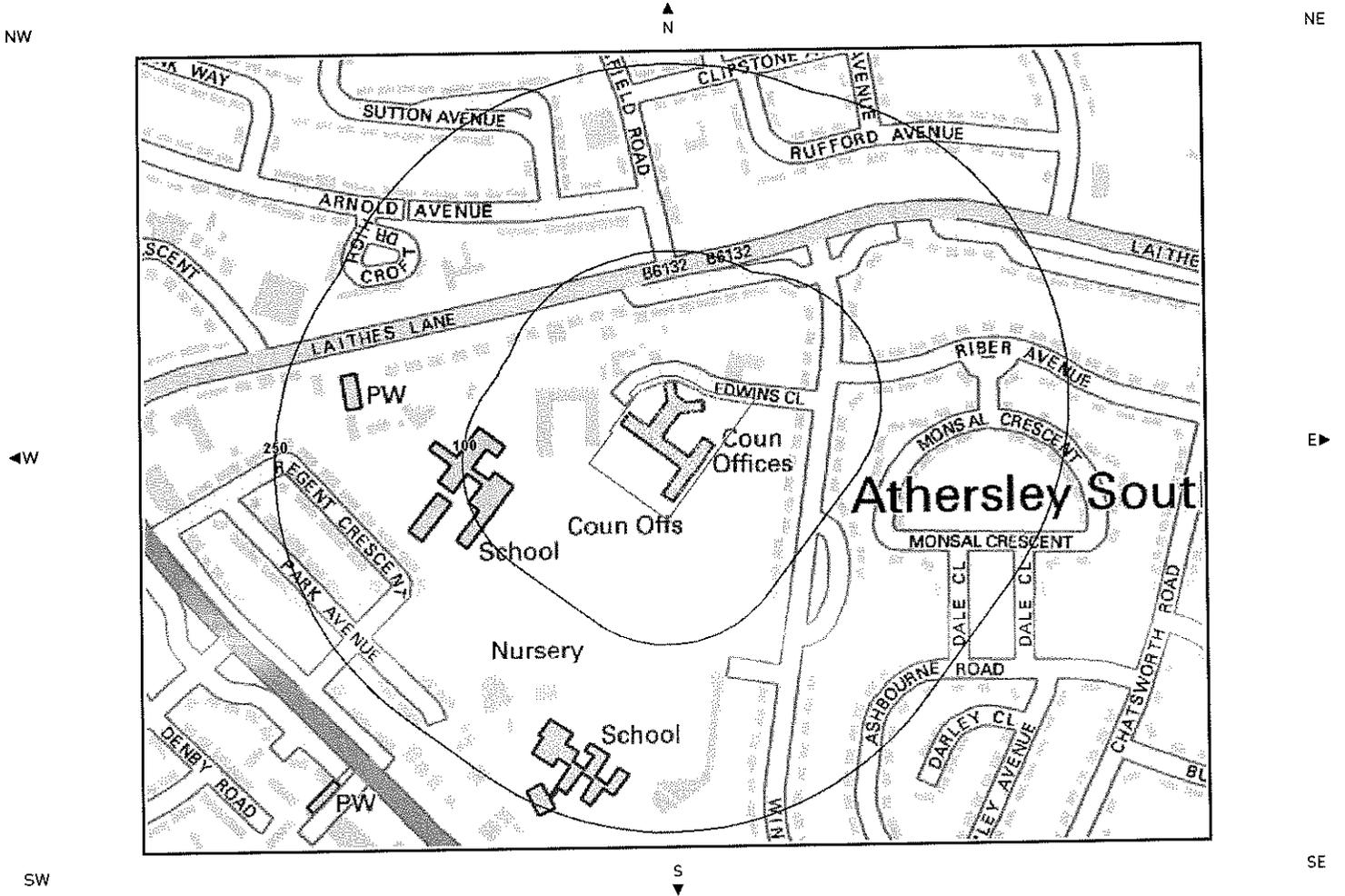
Distance (m)*	Direction	Hazard Rating	Details
0	On site	Null-Negligible	No Indicators for collapsible deposits identified. No Special actions required to avoid problems due to collapsible deposit.

## 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	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.
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.
3	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.
4	12.0	S	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.

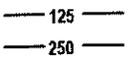
# 5. Borehole Records Map



**Borehole Records Legend**

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-  Site Outline
-  Borehole Locations
-  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.

---

## Contacts

**GroundSure Helpline**  
Telephone: 01273 819700  
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.bpb.com



### The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG  
Tel: 0845 762 6848  
DX 716176 Mansfield 5 www.coal-authority.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.
- "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.
- "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 therefor.
- 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, 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 use the information contained in the Report, Mapping or in a report prepared by GroundSure in respect of or arising out of the 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 judgement) 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.

Report Reference: HMD-326-512780

Brought to you by GroundSure

If you would like any further assistance regarding this report then please contact GroundSure on (T) 01273 819700, (F) 01273 377902, email: info@groundsure.com

## 7. Liability

- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful 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 the Contract for £5 million 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 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.

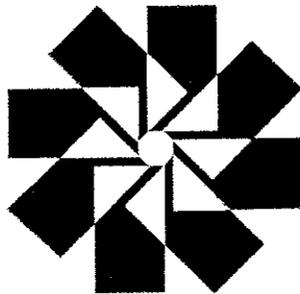
## 11 General

- 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.

**APPENDIX 5:  
Mining Report**

CoalSearchPlus+  
8, Morningside Terrace  
Harrogate  
North Yorkshire  
HG1 5DH

Tel : 01423 529911  
Fax : 01423 529922  
DX 720352 Harrogate



COAL SEARCH PLUS +  
*Protecting your investment*

By

David Bellis  
CONSULTING SURVEYORS

# Coal Mining Search Report

Incorporating Cheshire Brine Enquiries



[WWW.COALSEARCHPLUS.COM](http://WWW.COALSEARCHPLUS.COM)

**Serial Number 233314**

**Client detail :**

Solmek  
( Site Investigations) Ltd  
12 Yarm Road  
Stockton on Tees  
Cleveland  
TS18 3NA

CoalSearchPlus+ by David Bellis Consulting  
Surveyors  
8 Morningson Terrace  
Harrogate  
North Yorkshire  
HG1 5DH  
(DX 720352 Harrogate)

Tel 01423 529911  
Fax 01423 529922

Practice Principal M JPeace BSc PgDip FGS

**Property details:**

Site at  
Edwins Close  
Barnsley

**Your ref :** Stephen Fisk

**Purchaser :**

**Vendor :**

In accordance with your instructions received 14 Aug 2009 we have inspected plans and records of coal mine workings and have made enquiries with respect to Cheshire brine extraction in relation to the above property and can report as follows :

1. **SEAM DETAILS FOR PAST UNDERGROUND COAL MINING** : In relation to the property the undermentioned seam(s) have been worked within the likely zone of physical influence on the surface.

Seam	Depth (m)	Sect (cm)	Date	Remarks
Two Foot	45	95	1937	Subjacent
Kents Thick	117	71	1958	Subjacent
Barnsley	187	180	pre 1947	Adjacent
Top Haigh Moor	253	113	1925	Subjacent
Lidgett	284	78	1932	Subjacent
Fenton	381	93	1958	Adjacent

2. **SEAM DETAILS FOR CURRENT AND FUTURE UNDERGROUND COAL MINING** : The undermentioned seam(s) are currently being worked, or licenses to work are being determined, or have been granted to work, within the likely zone of physical influence on the surface in relation to the property.

Seam	Depth (m)	Sect (cm)	Date	Remarks
				Coal in reserve - no workings currently planned.

3. **UNDERLYING GEOLOGY :**

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The property is situated in an area of Boulder Clay over Woolley Edge Rock over Middle Coal Measures, shales and mudstones.

There are no faults or abnormal features relevant to the property.

**4. OPENCAST COAL MINING :**

**Past Opencast Workings :** The property is not situated within the boundary of a former opencast coal mining site.

**Present Opencast Workings :** The property is not situated within 200m of the boundary of a currently operating opencast coal mining site.

**Future Opencast Workings :** The property is not situated within 800m of the boundary of an opencast site for which a license to extract coal by opencast methods has been granted or a license to do so is currently being determined.

**5. SHAFTS, ADITS (MINE ENTRIES) AND ADDITIONAL INFORMATION :**

We have no knowledge of any shafts or adits within 20 metres of the property or the boundary of the property.

There are no tips or lagoons in the vicinity of the property.

**6. NOTICES IN RELATION TO FUTURE COAL MINING ACTIVITY :**

We have no knowledge of any intention to work coal by underground methods, within influencing distance on the surface in the vicinity of the property, for which notices have been issued under the Coal Mining Subsidence Act 1991.

**7. PAST COAL MINING RELATED SUBSIDENCE :**

Our investigations have shown no evidence of coal mining related subsidence claims in relation to the property in the past 10 years.

**8. CONCLUSION (COAL MINING) : In the light of the above facts we conclude that in relation to coal mining :**

Old workings are present but all settlement is likely to have completed long ago. In our opinion it is unlikely that coal will be worked in the foreseeable future.

**COAL MINING RISK LEVEL : We recommend that the transaction is treated as :**

Where this report is to be used for development purposes particular attention is drawn to the paragraphs below concerning the ownership of in situ coal, coal workings and the risks from mine gases.

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Please note that the overall coal mining risk level above is based upon an assessment of the detailed information contained in the body of the report. The risk assessment must be used in conjunction with the detailed report.

If development of the property is being considered then all necessary enquiries and investigations should be completed prior to the commencement of works to ensure that proposals follow good engineering practice for development in mining areas. The Coal Authority has ownership of in situ coal, coal mines (both current and disused) and coal mine shafts and adits. Activities that intersect, enter or disturb any of the Coal Authority's interests require the written permission of the Authority.

Any development proposals should consider risks to the development, or adjacent property, of generating or displacing underground gases where coal seams or former mining works are disturbed. The need for effective measures to prevent gasses entering public properties should be assessed and properly addressed. These actions are necessary due to the public safety implications of development in these circumstances.

#### CHESHIRE BRINE EXTRACTION INFORMATION :

The property lies outside the Cheshire Brine Compensation District as prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952.

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With respect to coal mining there is nothing to prevent a claim being made under the provisions of the Coal Mining Subsidence Act 1991 and subsequent legislation, but it must not be inferred that the Coal Authority or their licensees will necessarily accept that any damage has been caused as a result of mining subsidence.

If you require any further information or amplification please contact CoalSearchPlus+ on 01423 529911 or via our website [www.coalsearch.plus.com](http://www.coalsearch.plus.com).

This report is prepared in accordance with the CoalSearchPlus+ terms and conditions as published on the CoalSearchPlus+ website ([www.coalsearch.plus.com](http://www.coalsearch.plus.com)) on the date of issue of this report.

This is a Coal Mining Search Report and is not to be interpreted as being part of an Environmental Assessment of the property.

We cannot be held responsible for the accuracy of the information provided to us by third party organisations.

The information and/or material supplied is composed from data based in many cases on measurements and records of various standards of reliability and age. We cannot be held responsible for the accuracy of such information.

This search report is based upon the privately owned CoalSearchPlus+ mining record database and plans and records publicly available at the time of inspection from the Coal Authority, including British Geological Survey and Ordnance Survey data. Organisations reserve the right to vary their proposals and intentions as to their future mining operations without prior notice save as provided in the Coal Mining (subsidence) Act 1991 and the Coal Industry Act 1994.

Coal Authority Address : The Coal Authority, 200 Lichfield Lane Berry Hill, Mansfield, Nottinghamshire, HG18 4RG  
British Geological Survey Address : British Geological Survey, Kingsley Dunham Centre, Keyworth, Nottingham NG12 5GG

The information contained in this report relates to the property address given by the individual or organisation ordering the report. Where a plan indicating the property location and boundary is supplied with the instruction the report is based on that information. Where no plan is supplied the report is based on the property location as defined in publicly available mapping data. At all times it remains the responsibility of the instructing organisation or individual to define the boundary of the property.

**Serial Number 233314****Additional notes applicable to Residential Coal Mining Reports only :**

This report is compliant with Home Information Pack requirements.

David Bellis Consulting Surveyors is not aware of any personal or business relationship between the person conducting or preparing the search and any person involved in the sale of the property.

This report is a desk study of existing published geological and coal mining records and the CoalSearchPlus+ coal mining database. In order to compile this report enquiries have been made relating to the following :

Past Coal Mining – the existence of any previously worked seams of coal within influencing distance on the surface in relation to the property including an indication of the location, depth and age of the workings.

Present Coal Mining - the existence of any currently worked seams of coal within influencing distance on the surface in relation to the property including an indication of the location, depth and age of the workings. The existence of coal that could be worked at some time in the future will be enquired into and detail of any relevant licenses disclosed where available.

Underlying Geology - the underlying geology of the property will be reviewed and briefly described in relation to coal mining.

Opencast Coal Mining - the existence of past present and future opencast coal mining, specifically :

- if the property is situated within the boundary of a former opencast site. In the case of old opencast workings it must be understood that records are often unclear regarding the site boundary and/or worked areas. Published records will be reviewed to give our opinion of the existence of relevant former opencast coal workings.
- if the property is situated within 200m of the boundary of a currently operating opencast site.
- if the property is situated within 800m of the boundary of an opencast for which either a license to extract coal by opencast methods has been granted or a license to do so is currently being determined.

Shafts, Adits (Mine Entries) and Additional Information – the existence of any mine entries within 20m of the property or the boundary of the property and its associated land and buildings (the definition of the boundary of the property is the responsibility of the individual or organisation ordering this report). Where a mine entry is found to exist the approximate location of the mine entry will be indicated on a plan to be provided by the instructing organisation or individual. The existence of unworked coal will be enquired into and our opinion regarding the likelihood of it being worked at some time in the past will be given where relevant. Any other relevant coal mining related features discovered will be noted.

Notices in relation to future coal mining activity – the existence of notices indicating an intention to work coal by underground methods in the future.

Past coal mining related subsidence – if any publicly available records indicate coal mining related subsidence affecting the property in the past 10 years.

Coal Mining Risk Level – the opinion of David Bellis Consulting Surveyors of the risk posed to the property from coal mining given all the information contained in the report. The risk to the property is given in relation to the majority of the housing stock in the immediate area.

Cheshire Brine – the location of the property in relation to the Cheshire Brine Compensation District and any relevant information to the property regarding brine extraction.

Any queries or complaints, with respect to the attached report, should be addressed to:

M J Peace, Practice Principal  
David Bellis Consulting Surveyors, 8 Mornington Terrace, Harrogate, North Yorkshire HG1 5DH (DX 720352 Harrogate)  
Tel 01423 529911 Fax 01423 529922

Additional information, including answers to many frequently asked questions, can be found on the CoalSearchPlus+ website, [www.coalsearch-plus.com](http://www.coalsearch-plus.com)

If you wish to make a complaint, it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt.
- A complaint will normally be dealt with fully within 4 weeks of the date of its receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.

If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

14 Aug 09

**Coal Mining Search Report**  
Incorporating Cheshire Brine Enquiries

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IPCAS can be contacted at:

IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT  
Phone : 020 7520 3800 Fax 020 7520 3829 E-mail : info@idrs.ltd.uk

Date : 14 Aug 2009

Signed : *M. J. Peace*

© copyright M. J. Peace – May 2009

Serial Number 233314



#### **Important Consumer Protection Information**

This search has been produced by David Bellis Consulting Surveyors which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

#### **The Code's main commitments**

The Search Code's key commitments say that search organisations will:

Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.

- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.
- Keeping to the Search Code.

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

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

IPCAS Contact Details: Telephone: 020 7520 3800 Email: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

You can also get more information about the Property Codes Compliance Board from our website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

**PLEASE ASK YOUR SEARCH ORGANISATION IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE**

**Appendix 6:  
Notes on Limitations**

□Solmek conditions of offer, notes on limitations & basis for contract (ref: version2/2009)

These conditions accompany our tender and supercede any previous conditions issued. Solmek will prepare a report solely for the use of the Client (the party invoiced) and its agent(s). No reliance should be placed on the contents of this report, in whole or in part by 3<sup>rd</sup> parties. The report, its content and format and associated data are copyright, and the property of Solmek. Photocopying of part or all of the contents, transfer or reproduction of any kind is forbidden without written permission from Solmek. A charge may be levied against such approval, the same to be made at the discretion of Solmek. Solmek was a trading name of Hymas Geoenvironmental Ltd.

Solmek cannot be held liable and do not warrant, or otherwise guarantee the validity of information provided by third parties and subsequently used in our reports. Solmek are not responsible for the action negligent of otherwise of subcontractors or third parties.

Site investigation is a process of sampling. The scope and size of an investigation may be considered proportional to levels of confidence regarding the ground and groundwater conditions. The exploratory holes undertaken investigate only a small volume of the ground in relation to the overall size of the site, and can only provide a general indication of site conditions. The opinions provided and recommendations given in this report are based on the ground conditions as encountered within each of the exploratory holes. There may be different ground conditions elsewhere on the site which have not been identified by this investigation and which therefore have not been taken into account in this report. Reports are generally subject to the comments of the local authority and Environment Agency. The comments made on groundwater conditions are based on observations made at the time that site work was carried out. It should be noted that mobile contamination, ground gas levels and groundwater levels may vary owing to seasonal, tidal and/or weather related effects. Solmek cannot be held liable for any unrecorded or unforeseen obstructions between exploratory boreholes and trial pits. This includes instances where previous structures on the site (buried man made structures) or the presence of boulder clay (cobbles and/or boulder obstructions) have been anticipated. All types of piling operations should make allowance for obstructions within the construction budget to accommodate this. Unrecorded ancient mining may occur anywhere where seams that have been worked and influence the rock and soil above. Dissolution cavities can occur where gypsum or chalk is present. Rotary drilling is the recommended technique to prove the integrity of the rock.

Where the scope of the investigation is limited via access to information, time constraints, equipment limitations, testing, interpretation or by the client or his agents budgetary constraints, elements not set out in the proposal and excluded from the report are deemed to be omitted from the scope of the investigation.

Desk studies are generally prepared in accordance with RICS guidelines. Environmental site investigations are generally undertaken as 'exploratory investigations' in accordance with the definitions provided in paragraph 5.4 of BS 10175:2001 in order to confirm the conceptual assumptions. You are advised to familiarize yourself with the typical scope of such an investigation. No pumping of water will be undertaken unless a licence or facilities/equipment have been arranged by others.

Where the type, number or/and depth of exploratory hole is specified by others, Solmek cannot and will not be responsible for any subsequent shortfall or inadequacy in data, and any consequent shortfall in interpretation of environmental and geotechnical aspects which may be required at a later date in order to facilitate the design of permanent or temporary works.

All information acquired by Solmek in the course of investigation is the property of Solmek, and, only also becomes the joint property of the Client only on the complete settlement of all invoices relating to the project. Solmek reserve the right to use the information in commercial tendering and marketing, unless the Client expressly wishes otherwise in writing. The quoted rates do not include VAT, and payment terms are 30 days from dispatch of invoice from our offices. Quotes are subject to a site visit.

We have allowed for 1 mobilisation and normal working hours unless otherwise stated. The scope of the investigation may be reviewed following the desk study and/or fieldwork. The presence or otherwise of Japanese Knotweed or other invasive plants can be difficult to identify especially during winter months. If Japanese Knotweed or other invasive species are suspect, it should be confirmed by an ecologist. We have not allowed for acquiring services information, and cannot be responsible for damage to underground services or pipes not shown to us or not clearly shown on plans. Costs incurred will be passed on to you, and in commissioning Solmek you understand and accept that you/your agent have a contractual relationship with Solmek & you accept this. Our rates assume unobstructed, reasonably level and firm access to the exploratory positions and adequate clear working areas and headroom. We have priced on the basis that you or your client have the necessary permissions, wayleaves and approvals to access land. All boreholes and pits are backfilled with arisings except where gas monitoring pipes are installed with stopcock covers. Solmek are not responsible for any uneven surfaces as a result of siteworks and rutting and backfilled excavations may require re-levelling and/or making good by others after fieldwork is complete, and Solmek has not allowed for this. No price has been provided or requested for a return visit to remove pipework and covers. Hourly rates apply to consultancy only and do not include expenses unless otherwise shown. If warranties are required, legal costs incurred will be passed on to you assuming Solmek agree to complete such warranties, modified or otherwise and you understand and agree to pay all costs.

We reserve the right to pursue full payment of the invoice prior to release of any information including reports. We advise you/your client that we may elect to pursue our statutory rights under late payment legislation, and will apply 8% to the base rate for unreasonably late payments. Solmek are exempt from the CIS Scheme. Solmek offer to undertake work only in strict accordance with conditions covered by our current insurances, which are available for inspection. Solmek are not responsible for acts, negligent or otherwise of subcontractors and as a matter of policy cannot indemnify any other parties. Professional indemnity insurance is limited to ten times the invoice net total except where stated otherwise by Solmek. Solmek give notice that consequential loss as a direct or indirect result of Solmek's activities or omission of the same are excluded.