The COAL AUTHORITY

British Geological Survey
NATURAL ENVIRONMENT RESEARCH COUNCIL

Issued by:
The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0845 762 6848 DX 716176 MANSFIELD 5

JENNINGS DESIGN ASSOCIATES
THE WAREHOUSE
SAXON STREET
DENTON
MANCHESTER
M34 3DS

Our reference:	**51000090735001**
Your reference:	**630/KE0176**
Date of your enquiry:	**10 May 2012**
Date we received your enquiry:	**10 May 2012**
Date of issue:	**10 May 2012**

This report is for the property described in the address below and the attached plan. The report is issued subject to the terms and conditions attached, which you are strongly advised to read.

Non-Residential Ground Stability Report - On Coalfield

CLIFFE HOUSE BUNGALOW, MORTIMER ROAD, PENISTONE, SHEFFIELD, S36 9FR

This report is based on and limited to the records in the possession of the Coal Authority; the records and geological interpretation of The British Geological Survey (BGS) and the records of the Cheshire Brine Subsidence Compensation Board, at the time the search is answered.

Coal mining	See comments below
Shrinkable clay	See comments below
Running sand	No
Compressible deposits	No
Collapsible deposits	No
Landslide potential	See comments below
Soluble rocks	No
Brine Compensation District	No

Information from the Coal Authority

Underground coal mining

Past

The property is in the likely zone of influence from workings in 1 seam of coal at 280m to 300m depth, and last worked in 1939.

Any ground movement from these coal workings should have stopped by now.

In addition the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove or otherwise work coal using underground methods.

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The property is not in an area that is likely to be affected at the surface from any planned future workings.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

Coal mining geology

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

Opencast coal mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres, since 31st October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of support

The property is not in an area for which a notice of entitlement to withdraw support has been published.

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

Working facilities orders

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

Payments to owners of former copyhold land

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

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Comments on Coal Authority information

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Information from the British Geological Survey on potential for natural ground movement

Shrinkable clay

The property is in an area underlain by clay. Clay can swell or shrink if the moisture content changes.

However, the clay deposits in this area are considered to be mainly of "low plasticity". This means it is unlikely that they will cause ground movement.

Running sand

The property is not in an area underlain by running sand.

Deposits which could compress

The property is not in an area underlain by deposits which could compress and cause ground movement.

Deposits which could collapse

The property is not in an area underlain by deposits which could collapse and cause ground movement.

Natural landslide activity

The property is in an area where the local geology and steepness of slope could combine to create the likelihood of landslide activity.

However, landslide activity is unlikely to occur.

Soluble rocks

The property is not in an area underlain by soluble rocks.

Comments on the British Geolological Survey information

These features should not necessarily give cause for concern.

Whether or not a property is affected by ground movement can depend on a number of factors such as its age, type of construction, and on its surroundings and such matters as drainage and nearby trees.

Since 1992 buildings should have been designed and constructed according to buildings regulations to ensure natural ground movement will not cause damage to a building.

However, you should consider the possible consequences before you:

- carry out any building or excavation work;
- alter the ground surface or drainage of surface or ground water; or
- plant or remove large shrubs or trees

Ground movement can cause uneven damage or subsidence to a property.

Developers should always carry out an appropriate risk assessment before starting any work on, or around, a property.

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If you own the property and it is damaged by ground movement: You should contact your insurance company and anyone else who has an interest in the property, for example, the mortgage lender.

If you are considering buying the property and BGS has identified that ground movement could occur you should tell your professional advisers.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Additional Remarks

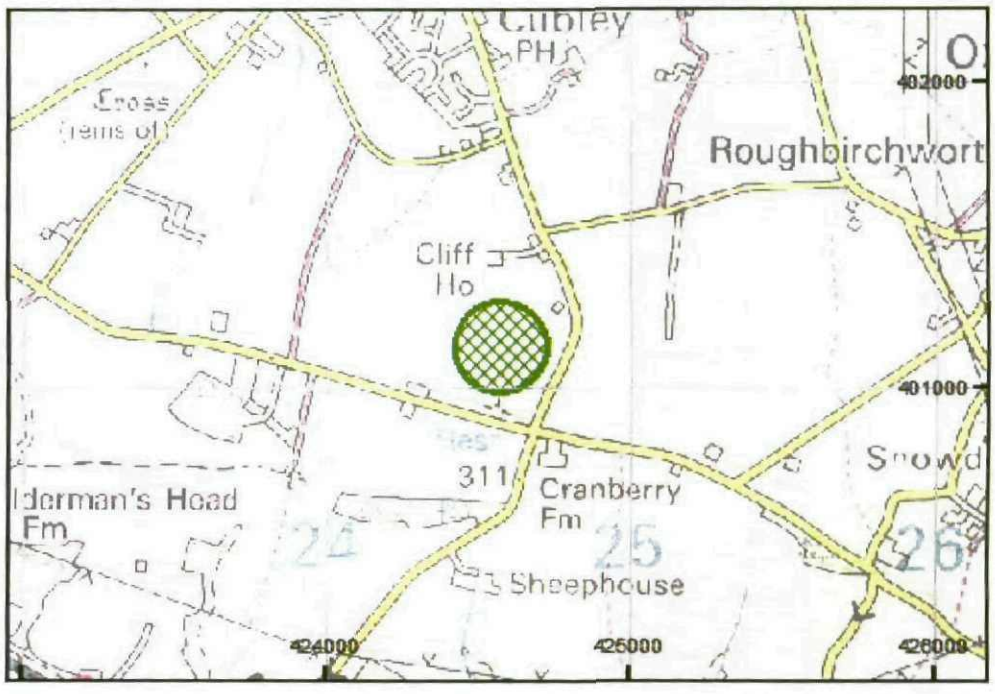
This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority, British Geological Survey and the Cheshire Brine Subsidence Compensation Board's Terms and Conditions 2006. These are available to view at www.groundstability.com or by contacting the Coal Authority's customer service team on 0845 762 6848 or by email to groundstability@coal.gov.uk. These terms and conditions apply regardless of the method used to order and receive reports.

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Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	10 May 2012
Issued to:	JENNINGS DESIGN ASSOCIATES THE WAREHOUSE SAXON STREET DENTON MANCHESTER M34 3DS
Property Search for:	CLIFFE HOUSE BUNGALOW, MORTIMER ROAD, PENISTONE, SHEFFIELD, S36 9FR
Reference Number:	51000090735001
Date of Issue:	10 May 2012
Cost:	£89.00
VAT @ 20%:	£17.80
Total Received:	£106.80
VAT Registration	598 5850 68

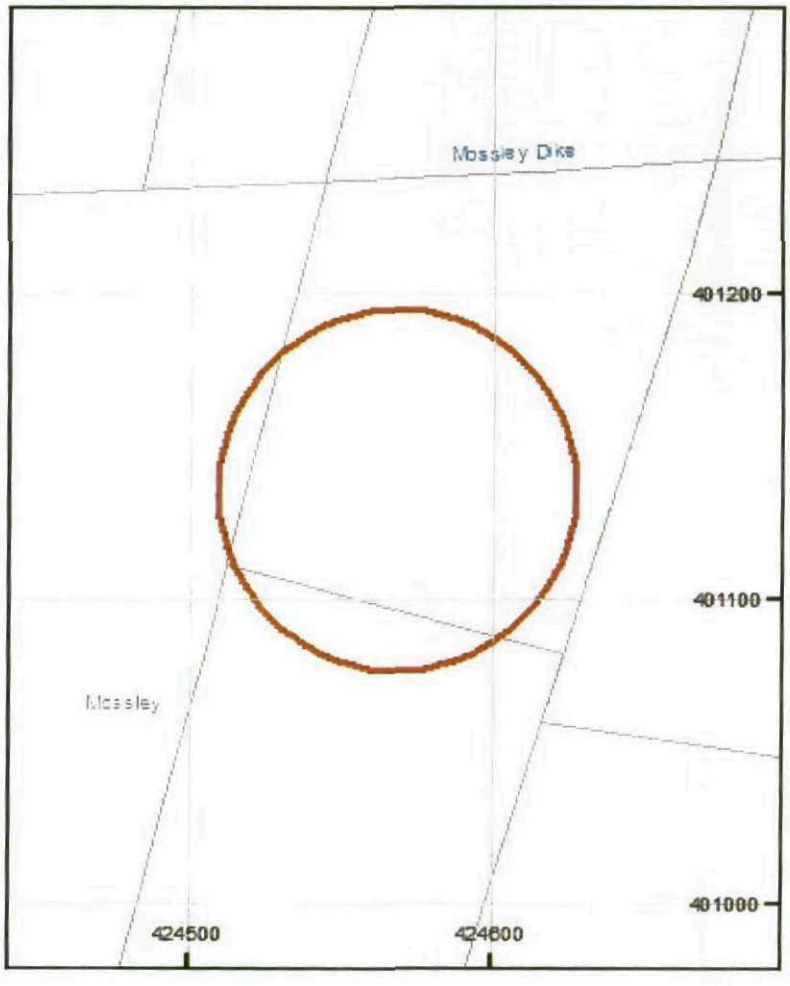
Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

Mapping sourced from Ordnance Survey

TERMS

DEFINITIONS

In these Terms the following words have the following meanings:

"BGS" means the British Geological Survey of Kingsley Dunham Centre, Keyworth, Nottingham, NG12 5GG, a component organisation of the Natural Environment Research Council;
"CA" means the Coal Authority of 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG;
"Cheshire Brine" means the Cheshire Brine Subsidence Compensation Board of Sir Henry Doulton House, Forge Lane, Etruria, Stoke on Trent, ST1 5BD;
"Customer" means the person, firm or company placing the Order, either on its own behalf as User or as agent for a User;
"Guidance" means the relevant current version of the Guidance Notes and User Guide for the Report, available on request and displayed on the Website;
"Order" means any request for a Report made by the Customer;
"Property" means the address or location specified by the Customer in the Order;
"Report" means a ground stability report (in printed, electronic or any other form) which combines information on coal mining, brine subsidence claims and natural ground movement which has been prepared by CA in respect of the Property using data from, amongst others, the Suppliers and to which these Terms apply;
"Supplier(s)" means all or any of CA, BGS and/or Cheshire Brine;
"these Terms" means these terms and conditions, incorporating the Guidance (if and to the extent of any conflict between these Terms and the Guidance, the provisions of these Terms will prevail);
"User(s)" means the person or persons so described in Clause 15; and
"Website" means CA's website for the provision of the Reports service (currently www.groundstability.com).

TERMS

1. These Terms apply to the provision of Reports by CA to the Customer and/or the User.
2. The Customer and the User agree that the placing of an Order indicates their acceptance of these Terms.
3. These Terms shall apply to the exclusion of all other terms and conditions.
4. CA reserves the right to change these Terms from time to time with immediate effect and without prior notice. Any changes to these Terms will be displayed on the Website. Placement of Orders after any such variation will be deemed to be an acceptance of these Terms as amended in respect of Reports which are provided in response to Orders placed after the variation is made.
5. Where the Customer is acting as an agent for a User, the Customer will provide a copy of the Report and these Terms to the User.

LIMITATIONS OF THE REPORT

General

6. The Report is prepared with due skill and care, but has a number of limitations which are set out in these Terms which the Customer and the User acknowledge and accept when relying on it.

Sources of information

7. The Report has been prepared by CA using information held by CA, together with information supplied to it by BGS and Cheshire Brine. The Report is based on, and is limited to:
a) the specific features identified in the Report, as more particularly described in the Guidance; and
b) each Supplier's interpretation of the records it holds relating to the particular features for which the Report states that the Supplier is responsible (and, in the case of information from BGS and Cheshire Brine, as provided to CA) at the time the Report is prepared.
The Customer and the User therefore acknowledge and agree that the records used to prepare the Report do not represent an exhaustive or comprehensive list of all records that may exist or may be available for the Property (see further Clause 8). The Customer and the User also acknowledge that no physical inspection of the Property has or will be carried out in the preparation of the Report.
8. Without prejudice to the generality of Clause 7:
a) information from CA is based on records in its possession relating to coal mining activity. There may be information held by others on historical coal mining, and information on other types of mining, which is not searched as part of the Report;
b) information from BGS relates solely to the following six natural ground stability hazards: shrinkable clay; running sand; compressible deposits; collapsible deposits; landslide activity; and soluble rocks. It does not cover any other geological hazards, or man-made hazards (such as contaminated land). BGS may hold data on other geological hazards and features that may affect the Property which are not searched as part of the Report and consequently the Report should not be taken as a guarantee that there are no other geological hazards or other issues affecting the Property; and
c) information from BGS is prepared using the BGS GeoSure database which is based on 1:10,000 scale geological mapping reduced to 1:50,000 scale. The Customer and the User therefore acknowledge that BGS may be able to provide a more specific and detailed interpretation relating to the geological conditions and ground stability at the Property than that which is included in the Report. A more detailed interpretation is available via the BGS GeoReports service on BGS's website www.bgs.ac.uk.
9. The information from the Suppliers may be derived from records from a number of disparate sources which vary in age, quantity and quality. Such records may include material donated to the Suppliers by third parties, which may not have been subject to any verification or other quality control process.
10. Raw data used to prepare the Reports may have been transcribed from analogue to digital format, or may have been acquired by means of automated measuring techniques. Although such processes are subjected, where possible, to quality control to ensure reliability, some raw data may have been processed without human intervention and may in consequence contain undetected errors.

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11. The records available to the Suppliers are constantly being updated. The Suppliers cannot be responsible to the Customer or Users for any changes in the information on which the Report is based which occur after the date on which the Report is prepared. Where this Report is for a residential property, insurance is included to cover loss in property value caused and arising from these circumstances. The Report includes a policy and key facts summary which outlines the significant features, benefits and limitations of the cover provided. The full terms, conditions and exclusions are shown in the policy document.

Maps

12. The Customer and the User must take all reasonable steps to check that the details in the Order are correct and that the Report provided by CA has been prepared for the correct location and property type, and that the boundaries of the Property as shown in the Report's plan correspond with those of the Property. Any discrepancies between the Order and the Report must be notified to the CA within 28 days after the issue date of the Report and CA will, in the case of error by CA, issue a revised Report free of charge; otherwise a new Report should be ordered with payment of the appropriate fee.
13. The Property has been located using Ordnance Survey ("OS") mapping. The Suppliers do not warrant that the OS information is complete or accurate and accept no liability for the plotted position of the Property as shown on OS maps. Further, the relative position between surface features and coal mining and other geological features may differ between OS maps and the Suppliers' maps used to prepare the Report, depending upon when the Suppliers' maps were prepared.
14. The plan or plans accompanying the Report must not be enlarged otherwise the accuracy will be affected.

RELIANCE ON THE REPORT

Who may rely on the Report

15. Only the following persons ("Users") may rely on the Report:
a) the owner of the Property at the time the Report is prepared;
b) any purchaser of the whole of the Property from the owner described in a above; and
c) any person who provides funding to the persons in a or b above which is secured on the whole of the Property.
Such reliance will be subject to the provisions of Clauses 17 and 24 to 28 (inclusive).

Extent of Reliance

16. The Report has been prepared for use by the Users only and the Report should not be relied upon by any other third party.
17. Customers or Users may not act in reliance upon the Report (either by purchasing the Property, providing funding secured on the Property or carrying out any works on or affecting the Property) more than ninety (90) days after its date of issue.
18. The Report gives an indication of whether ground movement could occur at the Property. This does not necessarily mean that the Property is or will be affected by ground instability. Such an assessment can only be made by inspection of the Property by a qualified professional, such as a surveyor or engineer. The Report DOES NOT therefore:
a) include any information or warranty relating to the actual state, or the structural or other condition, of the Property;
b) determine the saleability or value, or the safety, of the Property;
c) indicate the suitability of the Property for any particular purpose (including, without limitation, its suitability for development (within the meaning of section 55 of the Town and Country Planning Act 1990 as amended) or any building, excavation or landscaping work); or
d) act as a substitute for any physical inspection, specialist interpretations and/or professional advice.
19. No representations, warranties or terms (whether express or implied by statute, common law, custom, trade usage, course of dealing or otherwise) are given in relation to the Report unless they are expressly set out in these Terms, save to the extent that such terms cannot be excluded by law.

USE OF THE REPORT

20. The Customer and the User acknowledge that the Report is confidential and that it is intended for the purposes of the User only. Accordingly the Customer and the User agree that they are permitted to use and copy the Report for these purposes only.
21. The Customer and the User (or any person who is provided with a copy of the Report) will not:
a) remove, obliterate or alter any trade mark or any copyright or other proprietary notice which is contained in the Report;
b) reformat or otherwise change, add to or enhance the Report, or combine it with or incorporate it into any other information, data or materials; or
c) create any product which is derived directly or indirectly from the data contained in the Report; or
d) resell the Report (other than in the case of a bona fide legal adviser recharging the cost of the Report as a disbursement) unless this has been specifically authorised in writing by CA.
22. The copyright and all other intellectual property rights in the Report will remain the property of the Suppliers or other third parties (as appropriate). Neither the Customer nor the User will acquire any rights in respect of the Report other than as expressly provided in these Terms.

EVENTS BEYOND THE SUPPLIERS' CONTROL

23. A Supplier will not be liable to the Customer or the User for any delay or failure in performance of its obligations which result from circumstances beyond its reasonable control (including, without limitation, fire, explosion, flood, tempest, unusually adverse weather conditions, war, hostilities, riot, acts of terrorism, failure or shortage of power supplies, telecommunications or processing failure or computer malfunction) or the acts or omissions of any person for which a Supplier is not legally responsible.

LIABILITY

24. The Report has been prepared for the Property on the basis of information on the Property's location and type provided by the Customer and/or the User, and consequently the Suppliers exclude all liability which may arise from any errors or omissions in the information so provided or from any failure to check for discrepancies pursuant to Clause 12.
25. The Report has been prepared specifically for the Property, and on the basis of the property type specified in the Order. Under no circumstances will the Suppliers be liable if a Report is relied on for any other property, or if a Report on a residential property is used for a non-residential or commercial property or for the development of the Property, and vice versa.

26. Except in the circumstances described in Clause 28 the total liability of the Suppliers to the Customer and the User arising from an error in the Report caused by negligence, breach of contract or in any other way will be limited to:
a) the reasonable costs of carrying out necessary remedial work on the Property reasonably promptly; or
b) the difference between the true market value of the Property and the market value of the Property on the basis of the Report at the time of reliance on the Report in accordance with these Terms.
27. Except in the circumstances described in Clause 28 or to the extent that a Supplier is found to be liable for the losses described in Clause 26 (a) or (b) arising from an error in the Report, the Supplier will not be liable to the Customer or the User for: loss of business, goodwill, profits or savings, loss of use or opportunity, lost or wasted staff time or for any indirect or consequential loss (whether arising from negligence, breach of contract or in

GENERAL

29. The headings in these Terms are for ease of reference only and do not affect their interpretation or construction.
30. Use of the singular includes the plural and vice versa, and use of any gender includes the other genders.
31. The benefit of these Terms cannot be assigned or transferred by the Customer or the User without the Suppliers' prior written consent. The Suppliers may assign any or all of their rights and obligations under these Terms without prior notice.
32. These Terms (together with the Order and the Guidance) represent the entire agreement relating to the supply of the Report and th relationship which that supply creates between the Suppliers and Customers and Users. No prior statement, representation or arrangement of any nature (whether written or oral) will add to, vary or waive terms of this agreement and the Customer and the User acknowledge that they have not relied on any statement or representation made by or on behalf of CA or any other Supplier in agreeing to enter into this agreement. Nothing in this Clause 32 will operate to limit or exclude liability for fraud.
33. The illegality or invalidity of any part of these Terms will not affect the legality or validity of the remainder of these Terms.
34. Except to the extent that these Terms confer benefits on the Suppliers and the Users, no third party is entitled to the benefit of these Terms under the Contracts (Rights of Third Parties) Act 1999.
35. These Terms are governed by English law. The English courts (where the Property is situated in England or Wales) and the Scottish courts (where the Property is situated in Scotland) have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with them.

THESE TERMS ARE AVAILABLE IN LARGER PRINT FOR THOSE WITH IMPAIRED VISION OR AT WWW.COAL.GOV.UK

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