The Coal Authority Property Search Services
200 Lichfield Lane, Berry Hill,
Mansfield, Nottinghamshire, **NG18 4RG**
Phone: 0845 762 6848 - DX 716176 MANSFIELD 5

GroundSure Reference:	51000118758001
Our Reference:	51000118758001
Your Reference:	Willenby
RRUID:	000000000058000097
Report Date	Jul 10, 2012

Enviro All-in-One

Address: WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP

Thank you for placing your order with the Coal Authority Property Search Services.

Following a detailed review by an expert in environmental risk screening, the specified property within this report has **Passed in terms of "Contaminated Land"**. Please see the 'Contaminated Land' expert assessment' on Page 2 for further details with the corresponding 'Environmental Overview and Guidance' detailed on page 4. The specific Passed status does not relate to flooding, mining, radon, mobile masts/telecommunication bases or ground stability.

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of the report.

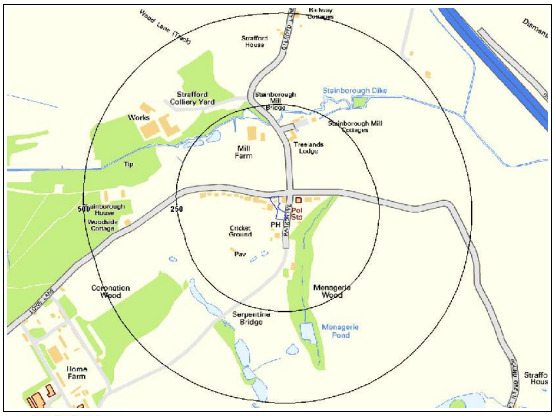
Coal Mining	yes
Brine Compensation Area	no

If you need any further assistance, please do not hesitate to contact our helpline on 0845 762 6848 quoting the above report reference number.

Enc.
GroundSure Homebuyers and the Coal Authority CON29M Coal Mining And Brine Subsidence Claim Report

GroundSure
ENVIRONMENTAL INSIGHT

GroundSure Homebuyers



Address: WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP

Date: Jul 10, 2012

GroundSure Reference: 51000118758001

Your Reference: Willenby

Grid Reference: 432541,403815

Professional Assessment on Contaminated Land

Passed

GroundSure considers that there is not a "High Potential Risk"* that the property will be identified as "Contaminated Land" within the meaning set out in Part 2A of the Environmental Protection Act 1990.

Coal Authority Assessment

This table summarises whether the Coal Authority consider that the following conditions may affect the ground stability at the location above. A fuller explanation of the condition and its potential to result in ground movement are given in Appendix 1 at the back of this report.

Coal Mining: yes

Brine Compensation Area: no

Professional Assessment on Flood Risk

A Negligible risk of tidal/fluvial flooding and a Negligible risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property.

*High Potential Risk" is the level of risk which results in 1% of reports being In Need of Further Assessment.

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GroundSure ENVIRONMENTAL INSIGHT

GroundSure Homebuyers

Other Environmental Findings

Natural Ground Subsidence: The study site is located in an area where some properties may be affected by Natural Ground Subsidence. Please refer to the Environmental Overview and Section 5.8 for further information.

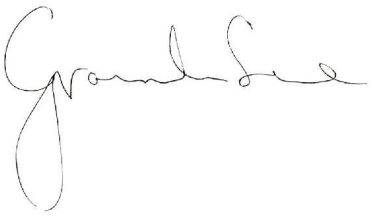
Radon: The study site is not in a radon affected area, as less than 1% of homes are above the action level. Please refer to the Environmental Overview and Section 5.9 for further information.

Historic Infilled Land: We have identified past activities that can cause structural problems on or in proximity to the property. Please refer to the Environmental Overview section for further guidance.

BGS Non-Coal Mining: The British Geological Survey (BGS) have identified that non-coal mining risks are highly unlikely at the property. Please refer to Section 6.2 for further guidance.

Please note that no physical inspection of the property has been carried out in the preparation of this report. If you would like any further assistance regarding this report, please contact The Coal Authority on 0845 762 6848.

GroundSure Ltd



Recommendations – Contaminated Land

In view of the type and location of land use disclosed by this environmental report GroundSure were initially unable to certify this property. However, a GroundSure consultant has obtained and reviewed additional information on the property and presented this for further assessment. Our Risk Assessment Team has considered these findings and has concluded that these concerns are not significant. We therefore recommend that no further action needs to be taken.

Recommendations - Flood

Environment Agency fluvial/tidal flooding

As no Environment Agency Flood Zones have been identified at or in close proximity to the site, no further recommendations are considered necessary.

JBA surface water (pluvial) flooding

The site and areas in close proximity have not been assessed to be at risk from surface water (pluvial) flooding.

Overview of Findings

For further information on each dataset, please refer to the Detailed Findings section of the report. For the 'Expert Assessment and Additional Comments' please refer to Page 2. The 'Environmental Overview and Guidance' can be found on Page 4.

Factor	Assessment	Section
Past Land Use		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]		
Potentially Contaminative Historical Land Uses	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
Landfill and Waste Sites		
Landfill Sites	Passed	2.1
GroundSure Local Authority Landfill Sites Data	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
Industrial Sites and Processes		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A Authorised Processes	Passed	3.3
Part A (2) and Part B Authorised Processes and Enforcements.	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
Hazardous Substance Consents and Enforcements	Passed	3.9
EPA1990 Sites	Passed	3.10
Environment Agency Recorded Pollution Incidents	Passed	3.11
Underground High Pressure Oil & Gas Pipelines	Passed	3.12
Environmental Setting		
Sites of Special Scientific Interest (SSSI)	No	4.1
Ramsar Sites	No	4.1
National Nature Reserves (NNR)	No	4.1
Special Areas of Conservation (SAC)	No	4.1
Special Protection Areas (SPA)	No	4.1
Local Nature Reserves (LNR)	No	4.1
World Heritage Sites	No	4.1
Areas of Outstanding Natural Beauty (AONB)	No	4.1
National Parks (NP)	No	4.1
Natural Hazards & Additional Factors		
Is the site within 50m of a floodplain?	No	5.1/5.2/5.3
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.4
Are there any Areas Used for Flood Storage within 250m?	No	5.5
Are there any Flood Defences within 250m?	No	5.6
What is the maximum Surface Water flood risk identified within 25m of the centre of the property?	Negligible	5.7
Natural Ground Subsidence	Low	5.8
Radon	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level	5.9
Radon Protective Measures	None	5.1

Mining		
Coal Mining	Yes	6.1
BGS Non-Coal Mining Hazards	Highly Unlikely	6.2
Mining Cavities	No	6.3
Natural Cavities	No	6.4
Historical Mining	Yes	6.5
Historical Underground Workings	Yes	6.6
Additional Information		
Mobile Transmitter Locations	No	7.1
OfCom Telecommunication Masts Locations	No	7.2
Overhead Electricity Transmission Lines and Pylons	No	7.3
Guide to Our Professional Assessment		8
Contact Details		9
The Coal Authority Con29M Coal and Brine Report		Appendix 1

Aerial Photograph

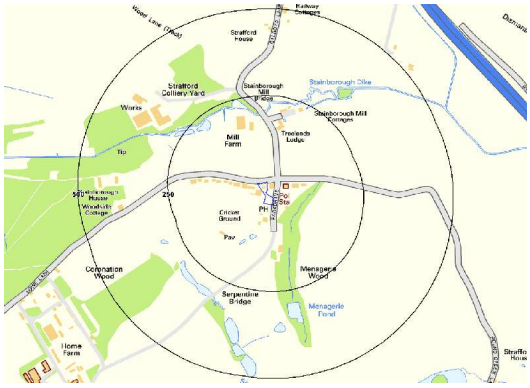
NW N NE

W E



SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP

Grid Reference: 432541,403815

Notes on Professional Assessments

Professional Assessment of Contaminated Land

Please note that this assessment takes account of the following data: historical land use, landfill and waste transfer/treatment or disposal sites, scrap yards, current industrial uses (as defined by PointX data), Part A(1), A(2) and B Processes, COMAH and NIHHS sites, Dangerous Substance releases, RAS consents, Discharge and Red List Discharge consents, EPA 1990 sites and Pollution Incidents. This information is listed in this report. The Professional Assessment of Contaminated Land does not include assessment of the risk presented by natural hazards such as radon, subsidence or flooding or for past or present coal mining activity. No physical inspection of the property has been carried out.

Professional Assessment of Flood Risk

Please note this assessment is based entirely on information provided by the Environment Agency (fluvial/coastal flooding) and JBA Consulting (pluvial/surface water flooding).

Introduction to Detailed Findings

All mapped features within this report are given an identification number. This number identifies the feature on the maps which precede the following data sections. All distances provided are in metres and directions are given as compass headings.

Section 1.1 - Historical maps are a widely recognised source of information for investigating site history. Nevertheless, analysis of mapping at 1:10,560 and 1:10,000 scale will not always provide a complete site history. If you are concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas. In the case of the 1:2,500 scale data relating to areas of London and Bristol 100m^2 areas are referenced. In cases where such information requires further clarification, GroundSure analyse original source mapping and will adjust the assessment of the report accordingly.

Section 1.2 - Systematic analysis of historical maps can highlight areas which, over time, have the potential to have been infilled with various materials. Such areas can relate to such features as ditches, ponds, clay pits, brickfields and quarries. Areas of infill do not always refer to landfill sites, although they may sometimes indicate the presence of such sites. Such areas are normally infilled with inert materials, although in some cases contaminative materials may have been used.

Sections 1.3 to 1.6 – Selected highly contaminative land uses have been extracted from 1:2,500 and 1:1,250 scale historical mapping. This database covers the majority of the UK from the first available map, but where areas of the UK are not covered it is indicated in the report as "No Data Available". This indicates that no assessment of the risk from these features is included in the report. In this instance if you are still concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Section 1.7 – Certain military installations were not noted on historic mapping for security reasons. Whilst not all military land is necessarily of concern, GroundSure has researched and digitised a number of Ordnance Factories and other military industrial features (e.g. Ordnance Depots, Munitions Testing Grounds) which may be of contaminative concern. This research was drawn from a number of different sources, and should not be regarded as a definitive or exhaustive database of potentially contaminative military installations. The boundaries of sites within this database have been estimated from the best evidence available to GroundSure at the time of compilation.

Section 2 - This information is gathered from a wide range of sources including the Environment Agency (Agency) and the British Geological Survey (BGS). Additionally this section includes information supplied by Landmark Information Group Limited®. Data supplied by Environment Agency and Landmark Information Group Limited® refers to waste management licences required by anyone involved in waste disposal under the Environmental Protection Act 1990. A survey by the BGS undertaken in 1972/3 provides data on some older landfill sites, which were not subject to this legislation.

Section 3.1 – The answer to this question is based on searches of current industrial data provided by PointX.

Section 3.6 – The answer to this question is based on searches of Environment Agency databases referencing discharges to controlled waters (Discharge Consents) as well as controlled discharges of more harmful substances to public sewers (Red List Discharge and Water Industry Referrals).

Section 3.12 – The answer to this question is based upon information provided by Linewatch relating to strategic oil and gas pipelines. Please note, this data does not refer to standard domestic/commercial supply infrastructure.

Sections 5.1 to 5.3 – The answer to these questions are based upon 50m search radius from the search location. This is assumed to cover the majority of properties with average sized gardens. The risk to some larger gardens may not be assessed.

Sections 5.4 to 5.6 – The answers to these questions are based upon 250m search radius from the search location.

Sections 5.8 to 5.10 – The answer to these questions is based upon information found within 50m of the search site.

Sections 6.1 to 6.2 – The answer to these questions is based upon information found within 50m of the search site.

Sections 6.3 and 6.4 – These databases provide an indication of "non-coal" mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

Sections 6.5 and 6.6 - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine, and by inference indicate the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g.air shafts for underground railways.

Section 7.1 – Please be aware that the findings contained within the overhead power transmission lines section is based upon information found within Ordnance Survey OpenData.

Detailed Findings

1. Past Land Use

1.1 Potentially Contaminative Uses

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any potentially contaminative past land uses within 250m of the search site? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Distance [m]	Direction	Use	Date
19.0	NE	Police Station	1977
19.0	NE	Police Station	1965
153.0	N	Collieries	1938
153.0	N	Collieries	1904
228.0	NW	Collieries	1929
230.0	NW	Disused Colliery	1951

1.2 Potentially Infilled Land

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there areas of potentially infilled land within 250m of the search site? **Yes**

Risk Assessment **Passed**

Guidance: No further action required.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by GroundSure:

Distance (m)	Direction	Use	Date
86.0	SW	Ponds	1951
120.0	SW	Ponds	1891
120.0	SW	Ponds	1904
121.0	SW	Ponds	1938
153.0	N	Collieries	1938
153.0	N	Collieries	1904
230.0	NW	Disused Colliery	1951
240.0	NW	Reservoir	1938
240.0	NW	Reservoir	1904
244.0	NW	Reservoir	1951

1.3 Additional Information – Historical Tank Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical tanks within 100m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.4 Additional Information – Historical Energy Features Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical energy features within 100m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.5 Additional Information – Historical Petrol Station Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical petrol stations within 100m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

The systematic analysis of data extracted from High Detailed 1:1,250 and 1:2,500 scale historical maps provides the following information.

Are there any historical garage and motor vehicle repair sites within 100m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

Are there any historical military industrial sites known to GroundSure within 100m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Detailed Findings

2. Landfill and Waste Sites

NW N NE

W E

SW S SE



Landfill & Waste Sites Legend

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- Site Centre
- 250 / 500 Search Buffers
- Operational Landfill
- Closed Landfill
- Operational Waste Treatment License
- Closed Waste Treatment License
- Regis Waste Feature
- Environment Agency Active Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Point Data)
- BGS / DoE Survey Landfill
- GroundSure Local Authority Landfill Data (Region Data)
- GroundSure Local Authority Landfill Data (Point Data)

2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search site? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Environment Agency Active Landfill Sites

Database searched and no data found.

Environment Agency Historic Landfill Sites

The following records are represented as points and polygons on the Landfill and Waste Sites map. Only points or polygons within 500m of the property are detailed.

ID	Distance [m]	Direction	Details		
4	37.0	SW	Site Address: Stainborough Cricket Club, Park Drive, Stainborough, Barnsley, Yorkshire Waste Licence: Yes Site Reference: - Waste Type: Inert, Commercial Regis Reference: -	Licence Issue: 30-Aug-1991 Licence Surrendered: Lcence Holder Address: Park Drive, Stainborough, Barnsley	First Input: 01-Jul-1992 Last Input: 31-Dec-1992
5	147.0	N	Site Address: Gilroyd Lane, Stainsborough, Barnsley Waste Licence: Yes Site Reference: 4400/0565 Waste Type: Inert, Commercial Regis Reference: -	Licence Issue: 11-Dec-1981 Licence Surrendered: 23-Mar-1992 Lcence Holder Address: Manor House, Lowe Lane, Stainsborough, Barnsley	First Input: 31-Dec-1987 Last Input: 30-Jun-1988
6	304.0	NW	Site Address: Land Adjacent to the former Strafford Colliery, Gilroyd Lane, Dodworth, Barnsley Waste Licence: Yes Site Reference: 4400/0449 Waste Type: Inert, Household Regis Reference: -	Licence Issue: 04-Aug-1987 Licence Surrendered: Lcence Holder Address: High Cross Bank Farm, Moor Lane, Addingham	First Input: 31-Dec-1988 Last Input: 31-Dec-1990

British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

Landmark Landfill Data

The following records are represented as points on the Landfill and Waste Sites map. Only points within 500m of the property are detailed.

ID	Distance [m]	Direction	Address	Regulator/Number	Status	Waste Type
1	126.0	W	Park Drive, Stainborough, BARNSLEY, South Yorkshire,	EA - North East Region - Ridings Area (Rotherham)	Licence lapsed/cancelled/defunct/not applicable/surrendered	Inert

2	280.0	NW	Gilroyd Lane, Stainborough, BARNSLEY, South Yorkshire,	EA - North East Region - Ridings Area (Rotherham)	Licence lapsed/cancelled/defunct/not applicable/surrendered	Inert
3	479.0	NE	Strafford Colliery, Gilroyd Lane, Dodworth, BARNSLEY, South Yorkshire,	EA - North East Region - Ridings Area (Rotherham)	Licence lapsed/cancelled/defunct/not applicable/surrendered	Inert

2.2 GroundSure Local Authority Landfill Sites Data

Are there any additional Local Authority landfill sites records within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

2.4 Environment Agency Licensed Waste Sites

Are there any Environment Agency Licensed Waste Sites within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Detailed Findings

3. Industrial Sites and Processes



Industrial Sites & Processes Legend

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- Site Centre
- Search Buffers (m): 250, 500
- Potentially Contaminative Industrial Sites
- Petrol & Fuel Sites
- Part A Processes
- Part A(2) and Part B Authorisations
- Radioactive Consents (Lower Risk)
- Discharge Consents
- Red List Discharge Consents
- Water Industry Referrals
- Dangerous Substances (List 1)
- Dangerous Substances (List 2)
- COMAH / NIHHS Sites
- Hazardous Substance Consents
- Sites Determined as Contaminated Land
- Recorded Pollution Incident
- Underground Pipelines

3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.2 Petrol and Fuel Sites

Are there any petrol and fuel sites within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.3 Part A(1) Authorised Processes

Are there any Part A(1) Authorised Processes within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.4 Part A(2) and Part B Authorised Processes and Enforcements

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search site? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

The following licence discharge consents are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	Address	Discharge Site Type	Receiving Water	Effluent Type	Status

1A	193.0	NW	Strafford Shaft Pumping Station, Dodworth, Near Barnsley, South Yorkshire	Trade	-	Trade Discharges - Unspecified	Revoked - Unspecified
2	205.0	N	Agricultural Dwelling, Gilroyd Lane, Stainborough, Barnsley, South Yorkshire	Sewage - not water company	Stainborough Dike	Sewage Discharges - Final/treated Effluent - Not Water Company	Transferred From Water Act 1989

3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search site? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	NGR	Details	
3A	193.0	NW	432400, 404000	Name: British Coal, Strafford Shaft, Minewater Status: Not Active Receiving Water: Deve	Authorised Substances: Iron

3.8 Dangerous or Hazardous Sites

Are there any COMAH & NIHHS sites within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.9 Hazardous Substance Consents and Enforcements

Are there any Hazardous Substance Consents or Enforcements within 500m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.10 Sites Determined as Contaminated Land under Part IIA EPA 1990

Does the Local Authority hold information under Section 78R of the Environmental Protection Act 1990 for any sites within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.11 Environment Agency Recorded Pollution Incidents

Are there any Environment Agency recorded pollution incidents within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.12 Underground High Pressure Oil and Gas Pipelines

Are there any underground high pressure oil and gas pipelines within 250m of the search site? **No**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Detailed Findings

4. Environmental Setting

4.1 Designated Sites

Presence of sites of ecological and environmental value within 250m of the study site? **No**

Guidance:None required.

Records of Sites of Special Scientific Interest (SSSI) within 250m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 250m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 250m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 250m of the study site: **0**

Database searched and no data found.

Records of World Heritage Sites within 250m of the study site: **0**

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB)/National Scenic Areas within 250m of the study site: **0**

Database searched and no data found.

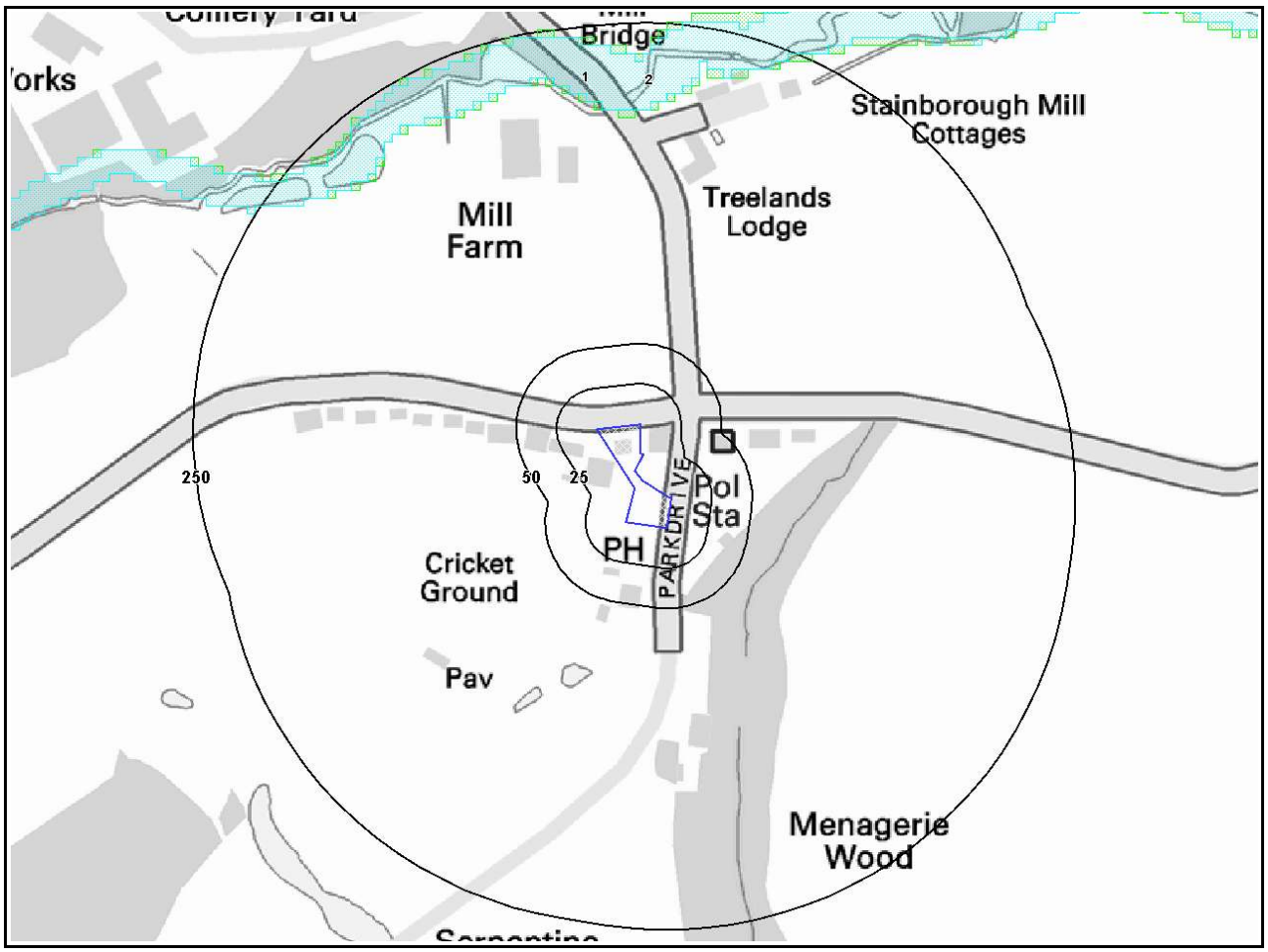
Records of National Parks (NP) within 250m of the study site: **0**

Database searched and no data found.

Detailed Findings

5. Natural Hazards

N



W

E

S

Flood Risk Legend

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Search Centre

Search Buffers (m)

100

250

Zone 2 Floodplain

Zone 3 Floodplain

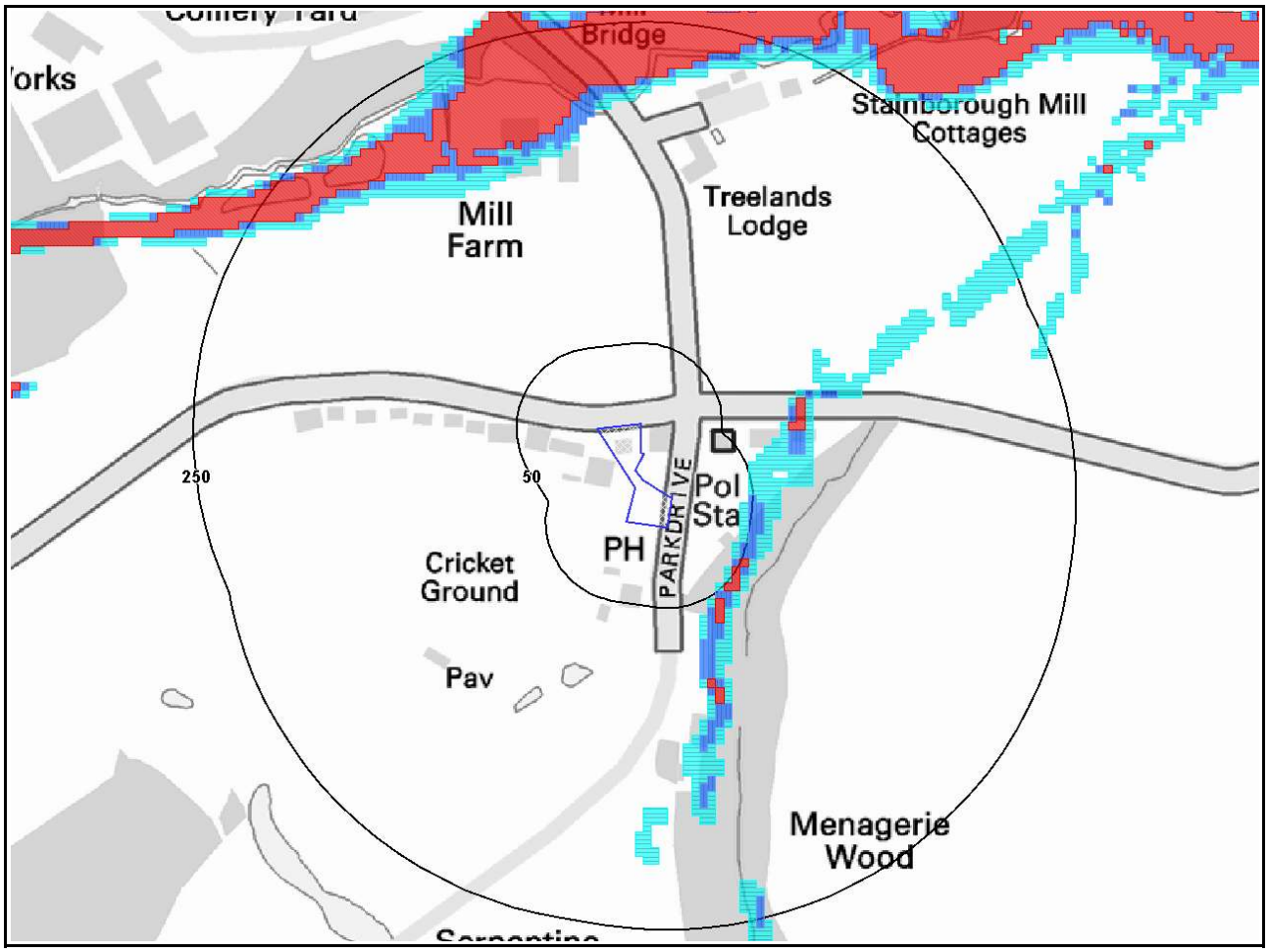
Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

JBA Surface Water Flooding Map

N



W

E

S

Flood Risk Legend

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Site Outline

125
250
Search Buffers (m)

Significant

High

Moderate

Low to Moderate

Low

This data is provided by JBA Consulting, © Jeremy Benn Associates Limited 2008/2009

5.1 Environment Agency River and Tidal Flood Risk

Is the study site located within a floodplain? **No**

Is there a floodplain within 25m of the study site? **No**

Is there a floodplain within 50m of the study site? **No**

5.2 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? **Yes**

The following floodplain records are represented as green shading on the Flood Risk Map:

ID	Distance [m]	Direction	Update	Type
1	191.0	N	04-Jul-2012	Zone 2 - (Fluvial Models)

5.3 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? **Yes**

The following floodplain records are represented as blue shading on the Flood Risk Map:

ID	Distance [m]	Direction	Update	Type
2	196.0	N	04-Jul-2012	Zone 3 - (Fluvial Models)

5.4 Areas Benefiting from Flood Defences

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

5.5 Areas used for Flood Storage

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

5.6 Flood Defences

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

5.7 JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the centre of the study site? **Negligible**

What is the highest risk of pluvial flooding within 25m of the centre of the study site? **Negligible**

Guidance: No guidance required.

This data is provided by JBA Consulting, © Jeremy Benn Associates Limited 2008/2009

The following pluvial (surface water) flood risk records within 50m of the study site are shown on the JBA Surface Water Flooding Map:

Distance	Direction	Risk
41.0	E	Low
42.0	E	Low
42.0	SE	Low
44.0	SE	Low to Moderate
45.0	SE	Low
46.0	E	Low to Moderate
47.0	E	Low
47.0	SE	Significant
49.0	SE	Low to Moderate
49.0	SE	Significant

5.8 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area? **Low**

Guidance
The natural ground subsidence rating is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Many factors may contribute to ground subsidence problems. For instance, significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where low potential is indicated, this means that there is some potential for natural ground movement to occur but that it is only likely to be of concern if significant changes are made to the ground or use of it. For example, this could include planting trees, changing drainage or building work - before doing anything like this we recommend that you seek professional advice.
*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

5.9 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**

5.10 Radon Protective Measures

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

Combined Radon Guidance

Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Health Protection Agency (HPA) and the British Geological Survey (BGS)is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As less than 1% of properties in the area may be radon affected, the HPA do not consider that further action is necessary.

The responses given on the level of radon protective measures required are based on a joint radon potential dataset from the Health Protection Agency (HPA) and the British Geological Survey (BGS). No radon protection measures are required for new builds or extensions.

Detailed Findings

6. Non CON29M Mining Information

6.1 Coal Mining

Is the property within an area which may be affected by past, present or proposed underground coal mining? **Yes**

Guidance: The study site is located in an area which may be affected by surface or sub-surface coal mining. A Coal Mining Search is provided in Appendix 1 at the end of this report.

6.2 BGS Non-Coal Mining Hazards

What is the potential for undermining as a result of underground mineral extraction, excluding coal and minerals extracted as a consequence of coal mining?

Highly Unlikely

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

Distance (m)	Direction	Name	Commodity	Assessment of likelihood
0.0	On Site	Not available	Iron Ore (Bedded)	Highly Unlikely - Localised small scale mining may have occurred but restricted in extent.

Guidance: The study site lies in an area where hazards because of underground mine workings may occur but are highly unlikely. The rock types present in these areas are such that small mineral veins may be present on which it is possible that small scale mining has been undertaken and/or it is possible that limited underground extraction of other materials may have occurred. All such occurrences are likely to be of minor localised extent and infrequent. It should be noted, however, that there is always the possibility of the existence of other sub-surface excavations, such as wells, cess pits, follies, air raid shelters/bunkers and other military structures etc. that could affect surface ground stability but which are outside the scope of this dataset.

The mining hazard data (not including coal) layer draws together a diverse range of material derived from geology, which constrains distribution, supplemented by literature searches for historic locations and expert knowledge to assemble, interpret, and organise this information. Mining of coal is specifically excluded from this data set and information on Coal Mining areas can be found in Section 6.1.

The data provides an assessment of the likelihood that past underground mining may have occurred in the area. It does not consider the depth of the extraction nor whether any remediation has previously been undertaken. Where extraction of such minerals has taken place in workings close to the surface (meaning to approximately 50m depth) the workings can pose a subsidence risk because they sometimes cause surface collapse. Old mine shafts and other mine openings in such areas can also lead to unexpected surface collapse.

The data provided by the British Geological Survey (BGS) are rated on a five point scale ranging from Rare, through Highly unlikely, Unlikely and Likely to Highly Likely that indicate how likely it is that past underground mining activities may have occurred.

6.3 Mining Cavities

Is the site located in an area of mining cavities? **No**

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.4 Natural Cavities

Is the site located in an area of natural cavities? **No**

Guidance: This risk rating is obtained from the natural cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.5 Historical Mining Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Mining features within 500m of the study site boundary? **Yes**

Guidance: The study site has been identified as lying in proximity to areas where historical mining activities have been indicated from Ordnance Survey historical maps. Areas that have undergone mining have the potential to cause ground instability problems such as subsidence, although such events are rare. You may wish to check that any structural surveys performed on the property have taken this into consideration. If such factors have not been considered, you may wish to contact the local Building Regulations Officer, Planning Department and if recently constructed, the site developers. Newer developments may benefit from an NHBC guarantee or other environmental warranty which often covers structural issues.

The following Historical Mining information provided by Groundsure:

	Distance (m)	Direction	Details	Date
14	153.0	N	Collieries	1938
15	153.0	N	Collieries	1904
16	230.0	NW	Disused Colliery	1951
17	275.0	W	Collieries	1891
18	279.0	N	Disused Colliery	1977
19	317.0	NW	Unspecified Mine	1965
20	410.0	NE	Disused Colliery	1977
21	410.0	NE	Colliery	1951

6.6 Historical Underground Workings Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

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

Guidance: No further action required.

The following Historical Underground Working Features from Detailed Mapping information is provided by GroundSure:

Distance (m)	Direction	Use	Date
153.0	N	Collieries	1938
153.0	N	Collieries	1904
230.0	NW	Disused Colliery	1951

7. Additional Information

7.1 Mobile Transmitter Locations

GroundSure's unique mobile phone transmitter database.

Have any mobile phone transmitters been identified within 250m of the study site? **No**

Database searched and no data found.

7.2 Ofcom Mast Site Clearance Locations

Ofcom telecommunication base station and mast site clearance data details the height and location of all sites approved by Ofcom. The data may relate to an existing mast or a proposal site, therefore it does not necessarily mean that a mast currently exists at this site or that it will be built in the future, just that Ofcom have granted their consent. The data includes masts over 30 metres in height and/or with a power level exceeding 17dBW.

Have any OfCom telecommunication masts been identified within 250m of the study site? **No**

Database searched and no data found.

7.3 Pylons and Electricity Transmission Lines

Have any overhead transmission lines been identified within 500m of the study site ? **No**

Guidance:Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network.The exact location of the pylons cannot be identified and it is possible that some features within the search area may not appear in the report.

8. Guide to Our Professional Assessment

Introduction

This report is designed for residential conveyancers and their clients and satisfies standard environmental due diligence enquiries, recommended by the Law Society. This information is not always covered by Standard Con 29 Enquiries made to Local Authorities.

Purpose of this Assessment

As part of this report GroundSure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part IIA of the Environmental Protection Act 1990. This assessment is based on the following data:

1. Historical land use (compiled from 1:10,000 & 1:10:560 maps)
2. Historical land use (compiled from 1:2,500) - London and Bristol Only
3. Additional Information Historical land use (compiled from 1:1,250 & 1:2,500 maps) – for selected areas.
4. Landfill and waste transfer/treatment or disposal sites (including scrap yards)
5. Current industrial uses (as defined by PointX data)
6. Catalist Petrol Station
7. Part A(1), Part A(2) and Part B Authorisations
8. Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS)
9. Dangerous Substances Inventory Releases (DSI)
10. Radioactive Substance Authorisations (RAS)
11. Discharge and Red List Discharge Consent
12. Sites Determined as Contaminated Land under Part IIA EPA 1990
13. Environment Agency Recorded Pollution Incidents
14. Historic Military / Ordnance Sites
15. Planning Hazardous Substance Consents

From this information GroundSure provide a statement regarding the likely designation of the property under Part IIA of EPA 1990 and the level of risk associated with the property is either Passed or In Need of Further Assessment. If the site is In Need of Further Assessment it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is In Need of Further Assessment then the practitioner may, if required, discuss the case with one of the GroundSure consultants. Where a site is 'In Need of Further Assessment' GroundSure will, on request, attempt to arrange appropriate environmental insurance.

Method Statement

In assessing specific site risk, GroundSure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

Limitations of the Study

This screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for London and Bristol and GroundSure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where no assessment has been made "No Data Available" is presented in the report. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to GroundSure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

Remediation

This report is covered by GroundSure's remediation contribution. For the purpose of this condition, '**Claimant'** shall mean one of: (a) the Beneficiary, (b) the purchaser of the site from the Beneficiary or (c) the funder of (a) or (b) as applicable.

This condition shall apply solely to GroundSure Homebuyers and GroundSure Home Environmental with passed rather than failed status.

GroundSure may, at its sole discretion without any admission of liability, make a contribution to the Claimant towards the costs of any clean up works required to be carried out under a notice served on a Claimant in respect of a site under Part II (A) Environmental Protection Act 1990 ("Remediation Notice") on the terms of this condition ("Clean up Award").

The Clean up Award: (a) is only available once in respect of a site and to one Claimant only; (b) shall only apply where the site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, a Clean up Award will not be considered in respect of commercial property or to any site being developed or redeveloped whether for residential purposes or otherwise; and (c) shall only apply to contamination or a pollution occurring as at or prior to the date of GroundSure Homebuyers.

The Clean up Award will not be paid in respect of any of the following, including without limitation: (a) asbestos; (b) radioactive contamination arising directly or indirectly from or in connection with ionising radiations or contamination by radioactivity from any nuclear waste or fuel; from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) naturally occurring materials or their removal except where such materials are present in excess of their natural concentration; (d) any condition caused by acts of war or an act of terrorism;(e) any condition which is known or ought reasonably to have been known to the Claimant prior to the purchase of GroundSure Homebuyers; (f) non-compliance by the Claimant or any other person with respect to the site with any statute, regulation, byelaws complaint, or notice from any regulatory authority; (g) any property belonging to or in the custody or control of the Claimant which does not form a fixed part of the site or the structure; (h)any losses incurred following a material change in use of, alteration or development of the site; or (i) financial loss in respect of loss of rental, profit, revenue, savings, business or any consequential, indirect or economic loss, damages or expenses, including the cost of temporary accommodation or business interruption.

In the event the Claimant wishes to apply for a Clean up Award, it shall notify GroundSure in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all reasonable requirements of GroundSure with regard to the commission and conduct of the clean up works to be carried out under the Remediation Notice. In the event that the Claimant breaches this provision including, without limitation, failing to obtain GroundSure's prior written consent in respect of estimates for such works GroundSure shall not be required to pay a Clean up Award.

GroundSure shall only pay a Clean up Award where a Remediation Notice is served within 36 months of the date of GroundSure Homebuyers. The maximum sum of any Clean up Award shall be £60,000 and shall be paid subject to the Claimant having paid to GroundSure an excess in respect of its claim of £5,000. GroundSure reserves the right at any time to withdraw the offer of payment of a Clean up Award.

The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. GroundSure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

9. Contact Details

The Coal Authority Property Search Services
200 Lichfield Lane, Berry Hill,
Mansfield, Nottinghamshire, NG18 4RG
Phone: 0845 762 6848 - DX 716176 MANSFIELD 5
Email:groundstability@coal.gov.uk
Web: www.groundstability.com

Environment Agency
Tel: 08708 506 506
Yorkshire
Phoenix House - Global Avenue, Leeds, LS11 8PG
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

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

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

JBA Consulting
South Barn,
Broughton Hall,
Skipton
BD23 3AE
01756 799919

Health Protection Agency
CRCE, RPD
Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 (www.hpa.org.uk/radiation)

The Coal Authority
200 Lichfield Lane, Mansfield, Notts NG18 4RG
Tel: 0845 762 6848
DX 716176 Mansfield 5 (www.groundstability.com)

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

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

CoPSO
29 Harley Street, London W1G 9QR
Tel: 020 7927 6836
(www.copso.org.uk)

Linewatch
FisherGerman LLP
Pipeline Office
New Road
Hardley, Hythe
SOUTHAMPTON
SO45 3NW

Tel: (02380) 883150
Fax: (02380) 883155



This report is produced by GroundSure Ltd, whose correspondence address is Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: info@groundsure.com).GroundSure's registered address is Greater London House, Hampstead Road, London NW1 7EJ. Registration Number: 3421028. VAT Number 486 4004 42.
Acknowledgements

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Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by GroundSure Ltd, Lees House, 21 Dyke Road, Brighton, BN1 3FE. Tel: 08444 159 000. Email: info@groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.
The Search Code:

·provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom

·sets out minimum standards which firms compiling and selling search reports have to meet

·promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals

·enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

The Code's core principles

Firms which subscribe to the Search Code will:

·display the Search Code logo prominently on their search reports

·act with integrity and carry out work with due skill, care and diligence

·at all times maintain adequate and appropriate insurance to protect consumers

·conduct business in an honest, fair and professional manner

·handle complaints speedily and fairly

·ensure that products and services comply with industry registration rules and standards and relevant laws

·monitor their compliance with the Code

COMPLAINTS

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

TPOs Contact Details:

The Property Ombudsman scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk
You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to: Operations Director, GroundSure Ltd, Lees House, 21 Dyke Road, Brighton, BN1 3FE. Tel: 08444 159 000. Email: info@groundsure.com
If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.
We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"Commercial" means any building which is not Residential.

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

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

"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 clause 11.

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

"Data Provider" means any third party providing Third Party 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.

"GroundSure Materials" means all materials prepared by GroundSure as a result of the provision of the Services, including but not limited to Data Reports, Mapping and Risk Screening Reports.

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

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

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

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

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

"Residential" means any building used as or suitable for use as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding **"Consultancy Services"**.

"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.

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

"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 If a Client/Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to procure such insurance, but makes no warranty that such insurance shall be available from insurers or offered on reasonable terms. GroundSure does not endorse or recommend any particular insurance product, policy or insurer. Any insurance purchased shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. The Client/Beneficiary should take independent advice to ensure that the insurance policy requested and/or offered is suitable for its requirements.

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 ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that Groundsure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

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

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

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

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

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 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. 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 clauses 7 and 11.6 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 clauses 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, (except as permitted herein or by separate agreement with GroundSure) to,: (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 clause 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

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

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

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

6 Intellectual Property and Confidentiality

6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content 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 **Third Party** Content where such **Third Party** 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 clauses 6.1 and 6.2 against the Client or Beneficiary.

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

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

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

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
(iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
(iv) not combine the Services with or incorporate such Services into any other information data or service; and
(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.5(v) where such reformatting is in the normal course of providing advice based upon the Services),
in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

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

6.8 Save as otherwise set out in these terms and conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential and only used for the purposes of these terms and conditions, except in so far as the Receiving Party is authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7 Liability

THE CLIENT'S ATTENTION IS DRAWN TO THIS PROVISION

7.1Subject to the provisions of this clause 7, GroundSure shall be liable to the Beneficiary only in relation to any direct losses or damages caused by any negligent act or omission of GroundSure in preparing the GroundSure Materials and provided that the Beneficiary has used all reasonable endeavours to mitigate any such losses.

7.2GroundSure shall not be liable for any other losses or damages incurred by the Beneficiary, including but not limited to:
(i) loss of profit, revenue, business or goodwill, losses relating to business interruption, loss of anticipated savings, loss of or corruption to data or for any special, indirect or consequential loss or damage which arise out of or in connection with the GroundSure Materials or otherwise in relation to a Contract;
(ii) any losses or damages that arise as a result of the use of all or part of the GroundSure Materials in breach of these terms and conditions or contrary to the terms of the relevant User Guide;
(iii) any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. The Client accepts, and shall procure that any other Beneficiary shall accept, that it has no claim or recourse to any Data Provider in relation to Third Party Content; and/or
(iv) any loss or damage to a Client's computer, software, modem, telephone or other property caused by a delay or loss of use of GroundSure's internet ordering service.

7.3 GroudSure's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the GroundSure Materials or otherwise in relation to the Contract shall be limited to £10 million in total (i) for any one claim or (ii) for a series of connected claims brought by one or more parties.

7.4 For the duration of the liability periods set out in clauses 7.5 and 7.6 below, GroundSure shall maintain professional indemnity insurance in respect of its liability under these terms and conditions provided such insurance is readily available at commercially viable rates. GroundSure shall produce evidence of such insurance if reasonably requested by the Client. A level of cover greater than GroundSure's current level of cover may be available upon request and agreement with the Client.

7.5 Any claim under the Contract in relation to Data Reports, Mapping and Risk Screening Reports, must be brought within six years from the date when the Beneficiary became aware that it may have a claim and in no event may a claim be brought twelve years or more after completion of such a Contract. For the avoidance of doubt, any claim in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause 7.5 shall survive the expiry of those time periods provided the claim is actually commenced within six months of notification.

7.6 Any claim under the Contract in relation to Consultancy Services, must be brought within six years from the date the Consultancy Services were completed.

7.7 he Client accepts and shall procure that any other Beneficiary shall accept that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of any Data Provider and/or any Third Party Content provided by a Data Provider.

7.8 Nothing in these terms and conditions:
(i) excludes or limits the liability of GroundSure for death or personal injury caused by GroundSure's negligence, or for fraudulent misrepresentation; or
(ii) shall affect the statutory rights of a consumer under the applicable legislation.

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 Payment Date; 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 or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 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 clause 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 clauses 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 clauses 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 clause 6.1 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 can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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Appendix 1

The Coal Authority CON29M Coal Mining and Brine Subsidence Claim report

The COAL AUTHORITY

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

PHILIP ERRINGTON
21 STAINCROSS COMMON
STAINCROSS
BARNSLEY
SOUTH YORKSHIRE
S75 6JD

Our reference:	**51000118758001**
Your reference:	**Willenby**
Date of your enquiry:	**10 July 2012**
Date we received your enquiry:	**10 July 2012**
Date of issue:	**10 July 2012**

This report is for the property described in the address below and the attached plan.

Residential Enviro All-in-One - On Coalfield

WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	See comments below
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 5 seams of coal at shallow to 260m depth, and last worked in 1972.

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.

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.

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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.

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 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 and Cheshire Brine Board's Terms and Conditions 2006.

The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

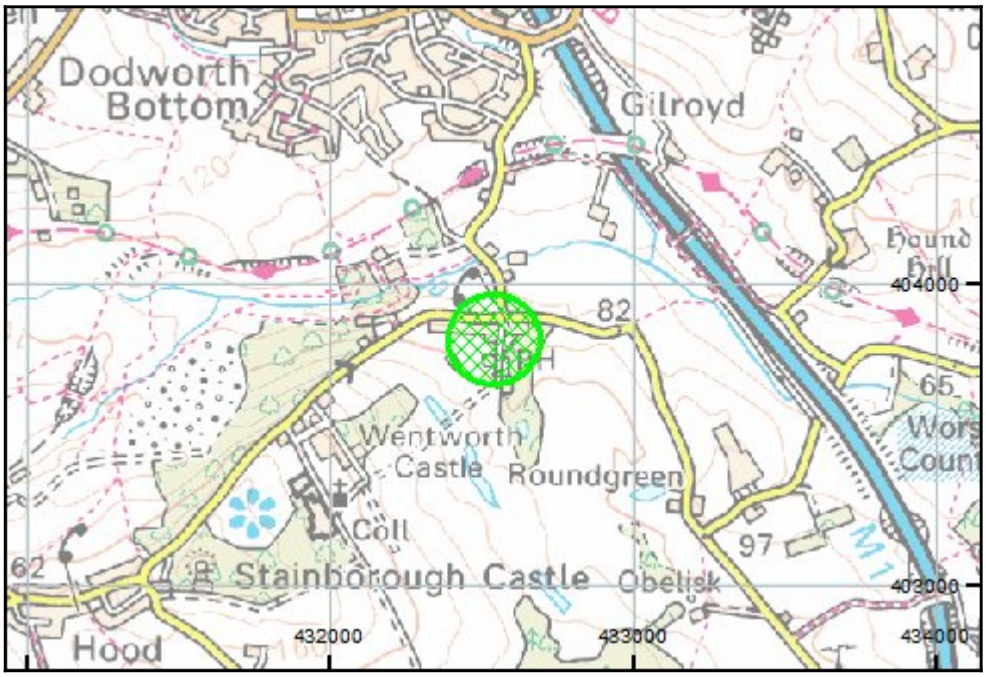
Where this Report is for a residential property, insurance is included to cover any loss in property value caused by any changes in the information contained in this report. Please see the attached certificate of insurance for the terms and conditions of this insurance. The insurance does not cover non-residential property or interpretive reports.

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	10 July 2012
Issued to:	PHILIP ERRINGTON 21 STAINCROSS COMMON STAINCROSS BARNSLEY SOUTH YORKSHIRE S75 6JD
Property Search for:	WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP
Reference Number:	51000118758001
Date of Issue:	10 July 2012
Cost:	£61.70
VAT @ 20%:	£12.34
Total Received:	£74.04
VAT Registration	598 5850 68

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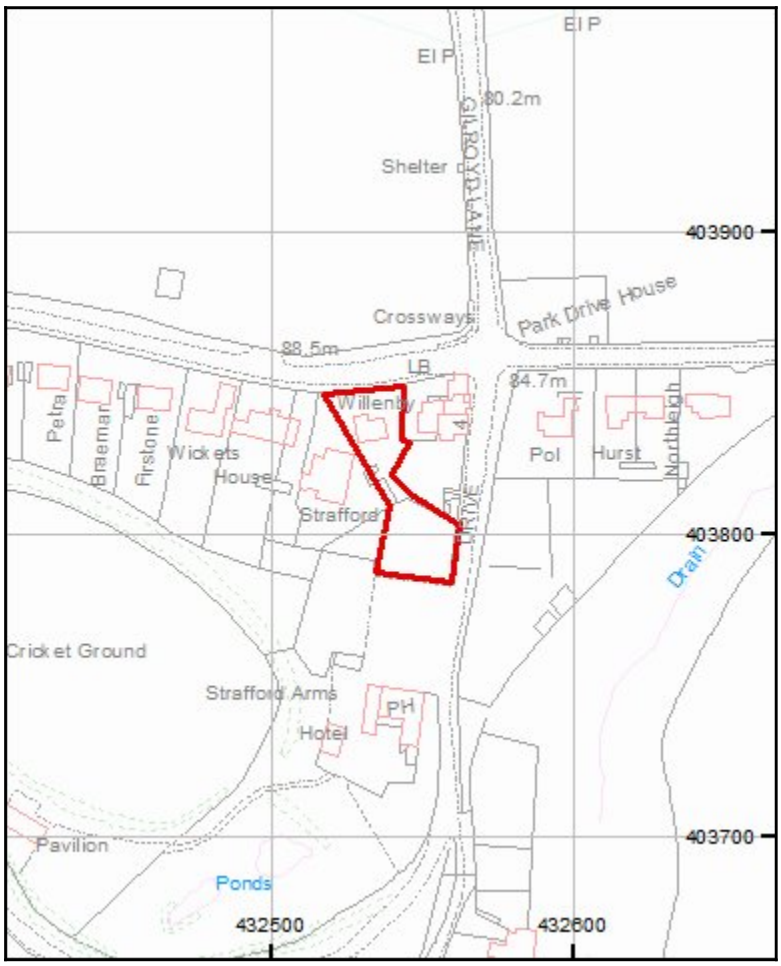
Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

Mapping sourced from Ordnance Survey

Policy Summary – Coal & Brine Search Report Insurance

This is a summary of the policy and does not contain the full terms and conditions of the cover which can be found in the policy document. It is important that you read the policy document carefully when you receive it.

Name of the Insurance Undertaking

The insurer is Aviva Insurance Limited registered in Scotland No. 2116 Registered Office: Pitheavlis Perth PH2 0NH authorised and regulated by the Financial Services Authority.
The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

Type of Insurance and Cover

a. The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).
b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.
c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

Significant features or benefits under the policy and the term/duration of the policy

a. Cover is provided for loss that you suffer up to an amount of £50,000.00.
b. For the purposes of the policy loss includes:-
   (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and
   (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.
c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.
d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

Significant or unusual Exclusions or Conditions under the policy

a. Full details can be found in the Cover and Exclusions sections of the policy.
b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.
c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.
d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.
e. The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

Statutory Cancellation Rights

You have the right to cancel your policy within 14 days either from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the coal & brine search report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Complaints Procedure

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer. The full complaints procedure is set out in the policy.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.
Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

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AVIVA

Policy number: **22404173**
Report reference number: **51000118758001**
Dated: **10 July 2012**

Coal and Brine Search Report Insurance Policy

We welcome you as a Policyholder of Aviva a worldwide organisation offering you a local insurance service for your personal and business requirements.

This Policy is your evidence of insurance and may be required in the event of a claim.

Property: WILLENBY, LOWE LANE, STAINBOROUGH, BARNSLEY, SOUTH YORKSHIRE, S75 3EP

Definitions

You/Your means the person insured by this Policy. You may be

i. The person who asked for the Coal & Brine Search Report in connection with your purchase of the Property (and your mortgagee)
ii. The person who purchased the Property (and your mortgagee) if the person selling the Property has asked for a Coal & Brine Search Report for the benefit of the purchaser as part of a seller's pack or if the Property has been purchased by way of auction
iii. The owner of the Property (and your mortgagee) if you are re-mortgaging the Property or the owner of the Property who has chosen to obtain a Coal & Brine Search Report.

We/Us/Our means the insurer, Aviva Insurance Limited registered in Scotland No. 2116 Registered Office: Pitheavlis Perth PH2 0NH authorised and regulated by the Financial Services Authority.

TCA means The Coal Authority a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG. TCA is responsible for producing the Coal & Brine Search Report, issuing this Policy, collecting the Premium and declaring the existence of this Policy to us.

Coal & Brine Search Report means the attached Coal & Brine Search Report that TCA has prepared for the Property following a Coal Mining & Brine Subsidence Search providing information compiled from

i. TCA's records in relation to past, present and future underground and opencast coal-mining activity, shafts and adits (vertical and horizontal entries to mines), coal-mining geology, coal-mining related hazards, coal-mining subsidence and mine gas and
ii. The records of the Cheshire Brine Subsidence Compensation Board in relation to Cheshire Brine.

Effective Date means the date of the Coal & Brine Search Report attached to this Policy.

Limit of Cover means an amount of £50,000.

Market Value means the value determined by a Surveyor appointed following agreement by you and us (or appointed by an arbitrator in the absence of such agreement).

Period of Insurance means the period from the Effective Date until

i. You sell the property or
ii. The debt secured by the mortgage is repaid if you are a mortgagee.

Premium means the total amount of £0.95p paid in consideration of the cover provided by this Policy which includes Insurance Premium Tax at the appropriate rate.

Property means the property the address of which appears at the top of this Policy and in respect of which TCA has provided the attached Coal & Brine Search Report.

Surveyor means a person approved by us who has one or more of the following qualifications: FRICS or MRICS.

Cover

Subject to the terms and conditions of this policy and provided TCA has collected the Premium we will cover you up to the Limit of Cover for all claims made during the Period of Insurance in respect of

1. The loss in Market Value of the Property directly attributable to any changes in the information revealed in a subsequent coal & brine search report which was not revealed in the Coal & Brine Search Report attached to this Policy which was carried out on the Effective Date, such loss in Market Value to be calculated at the date of the subsequent coal & brine search report, and
2. All other costs and expenses which we have agreed in writing to cover.

© The Coal Authority

Exclusions

1. We will not pay more than the Limit of Cover in total for any loss in Market Value of the Property and costs and expenses covered by this Policy. You cannot claim the benefit of more than one policy provided by us in this form in relation to the Property.
2. We will not be responsible for any loss you might suffer:
   i. if at the date of the claim you are not the legal or beneficial owner of the Property
   ii. if the Property is not a single private home in the United Kingdom which is used only for residential purposes
   iii. in relation to loss of a transaction for the sale or for the purchase of the Property nor for any costs incurred by you in relation to the loss of such transaction
   iv. in respect of structural or other physical damage caused to the Property by subsidence flooding or otherwise
   v. as a result of any change in information in response to questions 3(a) 3(b) 8(a) or 8(b) of a Coal Mining & Brine Subsidence Search (form CON29M (2006)).

   For the avoidance of doubt this Policy does not provide buildings or contents insurance cover.
3. We will not be responsible for any loss which happens as a result of
   i. an entry on any subsequent coal & brine search report after the Effective Date if this entry also appears on the attached Coal & Brine Search Report
   ii. any problem revealed by the first coal & brine search report after the Effective Date if you or your legal representative knew about the problem on or before the Effective Date
   iii. any change to the Coal Mining & Brine Subsidence Search (form CON29M (2006)) made after the Effective Date which affects our responsibility under this Policy if we would not have been responsible for the loss before such change
   iv. any change in the interpretation of data upon which the Coal & Brine Search Report was produced provided such data remains unchanged.
4. We will not be responsible for any loss for which TCA or the Cheshire Brine Subsidence Compensation Board may be required to pay by law.

Conditions

1. You cannot transfer the benefit of this Policy to anyone else. If you die during the Period of Insurance the benefit of the Policy will pass to your estate and beneficiaries.
2. If you receive information about any claim, loss or incident for which we may be responsible under this Policy you must contact us as soon as possible as set out below in the section; How to claim.
3. If there is any claim under this Policy which is also covered by any other insurance we will pay no more than our rateable proportion of the loss and any costs and expenses connected with it.
4. You agree to do and permit to be done all things that we consider necessary to minimise loss under the Policy. We will be responsible for any expense incurred in complying with this Condition.
5. You must not make any offer promise or payment or incur any costs or expenses unless we have agreed in writing to cover such costs and expenses.
6. If there is a claim under this Policy we have the right to instruct a Surveyor to assess the Market Value of the Property.
7. Where we have accepted a claim and there is disagreement over the amount to be paid the dispute can be referred to an agreed arbitrator (or in the absence of an agreement an arbitrator appointed by the President of the Chartered Institute of Arbitrators) in accordance with the law at the time.

Cancellation Rights (Statutory Cooling Off Period)

You have the right to cancel your policy within 14 days from the day of purchase of the policy or the day on which you receive your policy, whichever is the later. If you wish to cancel and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data you supply are Aviva Insurance Limited and The Coal Authority.

Insurance Administration

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agents by reinsurers and TCA. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.

If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us and for us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.

In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

Fraud Prevention and Detection

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this.

We can supply on request further details of the databases we access or contribute to.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

How to claim

If you need to make a claim please write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number. Telephone 0800 158 2236. Please enclose your policy and the Coal & Brine Search Report attached to it together with the subsequent coal & brine search report giving rise to the claim.

Please be aware of the Conditions of this Policy.

Telephone Call Recording

For your and our joint protection telephone calls may be recorded and/or monitored.

Choice of Law

The law of England and Wales will apply to this contract unless at the date of the contract you are a resident of Scotland or Northern Ireland in which case the law of that country will apply.

Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally.
We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

What will happen if you complain?

We will acknowledge your complaint within 2 working days.
We aim to resolve complaints following assessment and investigation, as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

What to do should you be dissatisfied

Step 1 Seek resolution by your insurance adviser or usual Aviva point of contact.

If you are dissatisfied with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you and ask your contact to review the problem.

Step 2 Refer your complaint to our Chief Executive

If you remain unhappy with the decision you receive, you may write to the Chief Executive, Aviva Insurance Limited, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS.
If you are dissatisfied with our final decision (from the Chief Executive Officer), you can refer the matter to the Financial Ombudsman Service (FOS).
Full contact details of the FOS will be provided when we write in response to your complaint.

Step 3 Refer your complaint to the Financial Ombudsman Service

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London, E1 8BN.

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