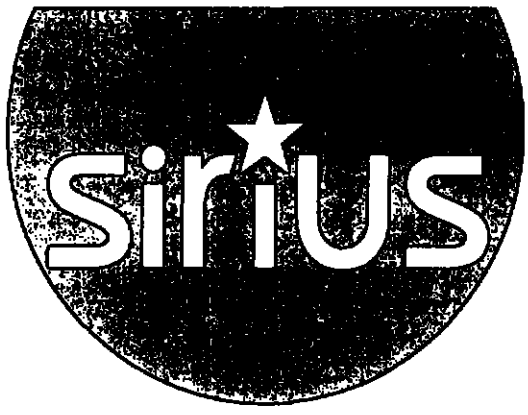


APPENDIX A

DRAWINGS

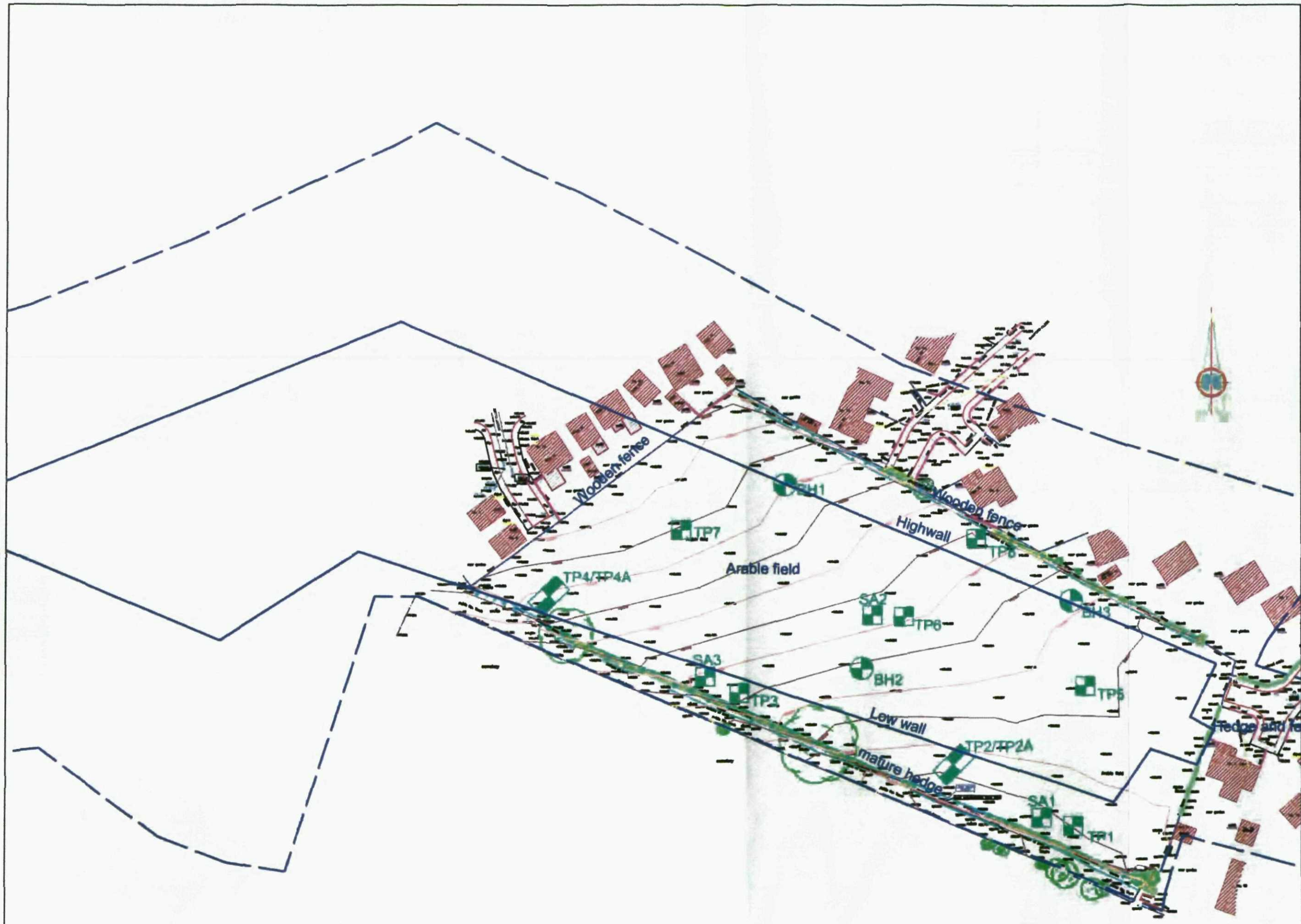
Site Location Plan

Contract Number	C3902
Contract	Champany Fields Dodworth
Client	JS Bloor Homes (Measham) Ltd



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Licence No. 100042005

Scale	1:50,000		
Drawn by	JC	Approved	SA
Drawing Number	C3902/01		



Key

- Borehole location
- Trial pit location
- Extent of Base of Coal Extraction
- Extent of Opencast Works Boundary

REVISION	
0	>>
A	>>
B	>>
C	>>
D	>>

SIRIUS GEOTECHNICAL & ENVIRONMENTAL
4245 Park Approach,
Thorpe Park,
Leeds
LS15 8GB
www.siriusgeo.com
TEL: 0113 264 9660
FAX: 0113 264 9662

CLIENT

JS BLOOR HOMES (MEASHAM) LTD

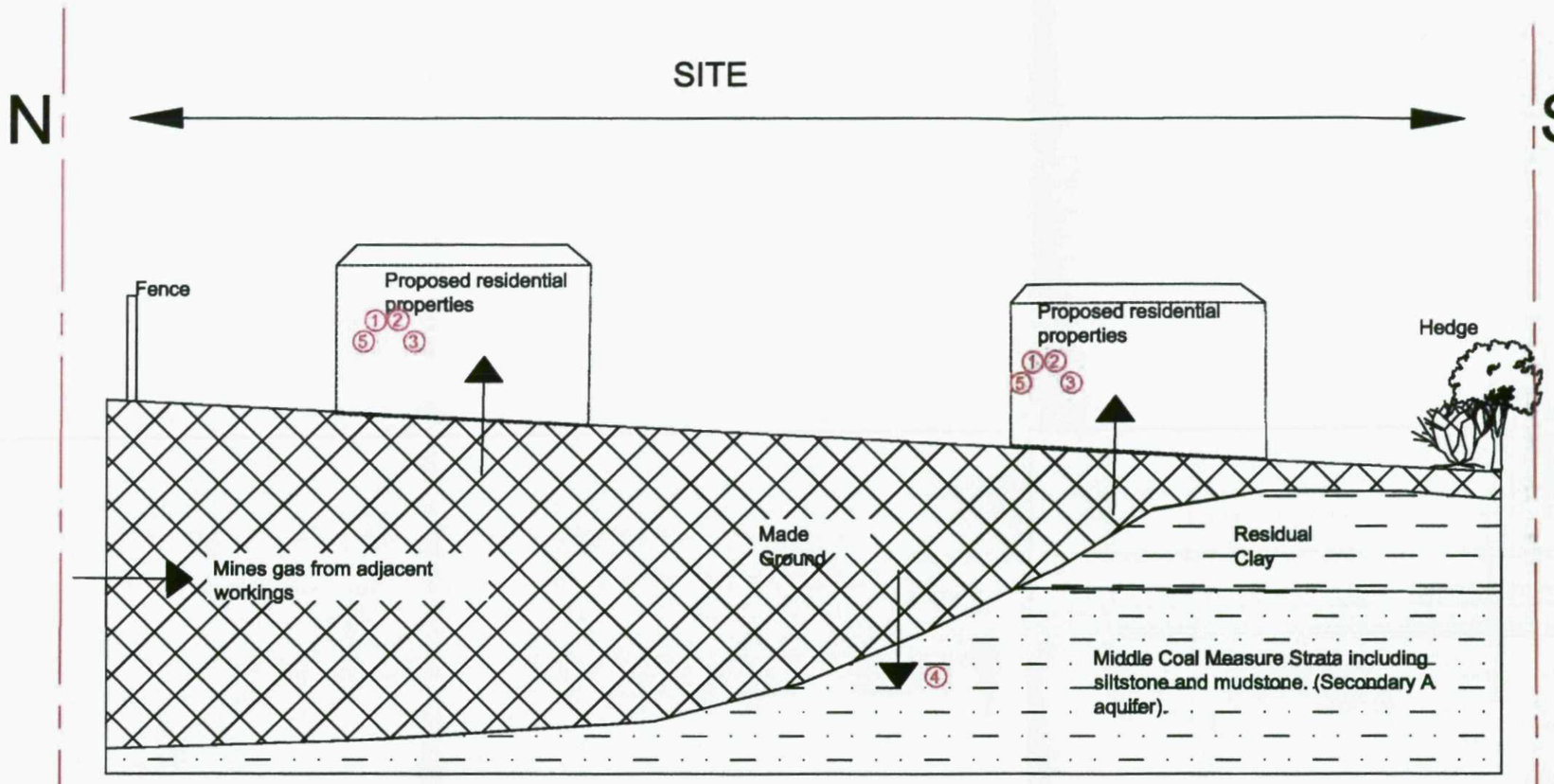
SITE

CHAMPANY FIELDS, DODWORTH

DRAWING TITLE

SITE FEATURES/ EXPLORATORY HOLE LOCATION PLAN

DRAWING NO.	REVISION NO.
C3962/02	0
DRAWN BY	APPROVED BY
SA	SMB
DATE	SCALE	PAPER SIZE
October 2010	1:1000	A3



Contamination Sources	Contamination Pathways	Potential receptors	Risk of significant pollutant linkage
Possible heavy metals within made ground.	(1) Direct and indirect ingestion (2) Inhalation of contaminated particles/dust (3) Dermal contact (4) Leaching to controlled waters	End users/adjacent site users/construction workers End users/adjacent site users/construction workers End users/adjacent site users/construction workers Controlled waters (Secondary A aquifer)	Low to Moderate Low to Moderate Low to Moderate Low to Moderate
Hazardous ground gas (including mines gas)	(5) Migration and accumulation of vapours in indoor air	End-users/adjacent site users/built development	Moderate

NOTES

REVISION

0	>>
A	>>
B	>>
C	>>
D	>>

SIRIUS GEOTECHNICAL & ENVIRONMENTAL
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Mill Lane,
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Durham DH7 8HJ
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CLIENT

JS BLOOR HOMES (MEASHAM) Ltd

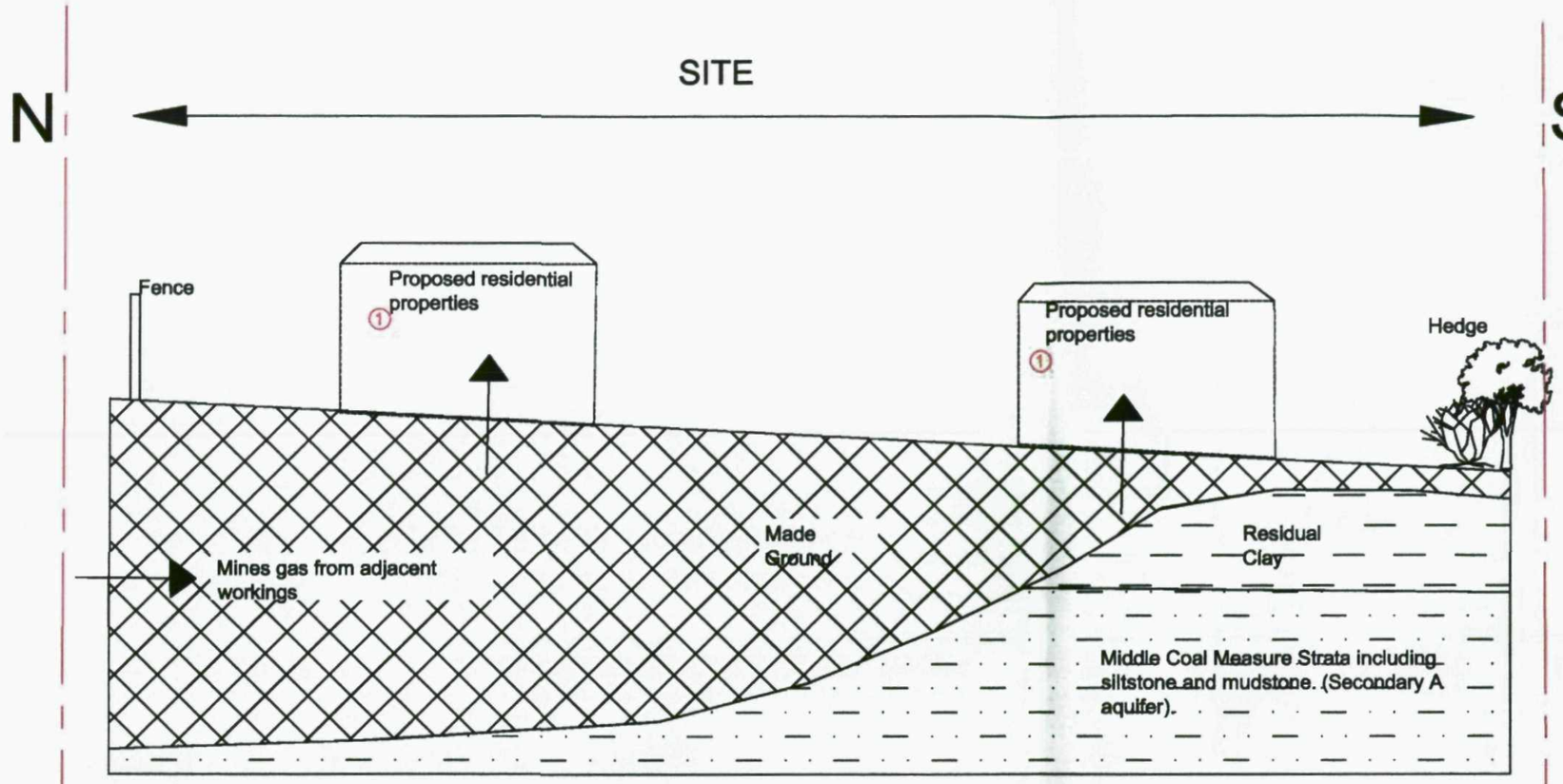
SITE

CHAMPANY FIELDS, DODWORTH

DRAWING TITLE

PRELIMINARY CONCEPTUAL SITE MODEL

DRAWING NO.	REVISION NO.
C3982/03	0
DRAWN BY	APPROVED BY
SA	SMB
DATE	SCALE	PAPER SIZE
October 2010	NTS	A3



Contamination Sources	Contamination Pathways	Potential receptors	Risk of significant pollutant linkage
Hazardous ground gas (including mines gas)	(1) Migration and accumulation of vapours in indoor air	End-users/adjacent site users/built development	Moderate

NOTES

REVISION	
0	>>
A	>>
B	>>
C	>>
D	>>

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CLIENT

JS BLOOR HOMES (MEASHAM) Ltd

SITE

CHAMPANY FIELDS, DODWORTH

DRAWING TITLE

REVISED CONCEPTUAL SITE MODEL

DRAWING NO.	REVISION NO.
C3962/64	0
DRAWN BY	APPROVED BY
SA	SMB
DATE	SCALE	PAPER SIZE
October 2010	NTS	A3

GroundSure

GroundSure EnviroInsight

Address: Land off Champany Fields, Dodworth, Barnsley, S75 3SQ

Date: Jul 27, 2010

GroundSure Reference: HMD-283-917193

Your Reference: C3902/SA/2697

Client: Sirius Geotechnical & Environmental Limited



Brought to you by GroundSure

Aerial Photograph of Study Site

NW N NE



◄W E►

SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: Land off Champany Fields, Dodworth, Barnsley, S75 3SQ
Grid Reference: 431056,405146
Size of Site: 1.40 ha

Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary					
1. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of historic IPC Authorisations	0	0	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	*0*	*0*	*0*	*1*	-	-
Records of Part A(2) and Part B Activities and Enforcements	0	0	0	1	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	0	0	1	1	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	0	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
2. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Landfill Sites						
Environment Agency Registered Landfill Sites	0	0	0	0	0	-
Landfill Data - Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	4	1
Landfill Data - Non-Operational Landfill Sites	0	0	0	0	2	-
BGS/DoE Landfill Site Survey	0	0	0	0	1	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency Licensed Waste Sites	0	0	0	0	0	0

3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	0	1	15	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	0	0	-	-
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

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

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

5. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
5.1 Environment Agency Groundwater Vulnerability and Soil Classification						
Is a Minor Aquifer present on site?	Yes	-	-	-	-	-
Is a Major Aquifer present on site?	No	-	-	-	-	-
Are there any Soil Classification records present on site?	Yes	-	-	-	-	-
5.2 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	1	-
5.3 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.4 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
5.5 Are there any Source Protection Zones within 500m of the study site?			No			

5.6 River Quality	on-site	0-50	51-250	251-500	501-1000	1001-1500
Is there any Environment Agency information on river quality within 500m of the study site?	No	No	No	No	No	No
5.7 Detailed River Network entries within 500m of the site	0	1	5	14	-	-
5.8 Surface water features within 250m of the study site	No	Yes	Yes	-	-	-

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

7. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251-500	501-1000	1001-1500
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	1	0	0	0	-	-

8. Natural Hazards

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

9. Mining

9.1 Are there any coal mining areas within 75m of the study site?	Yes
9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site?	Low-Moderate
9.3 Are there any brine affected areas within 75m of the study site?	No

Using this Report

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

1. Environmental Permits, Incidents and Registers

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

2. Landfills and Other Waste Sites

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

3. Current Land Uses

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

4. Geology

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

5. Hydrogeology and Hydrology

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

6. Flooding

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

7. Designated Environmentally Sensitive Sites

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

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (08444 159000) for further information and guidance.

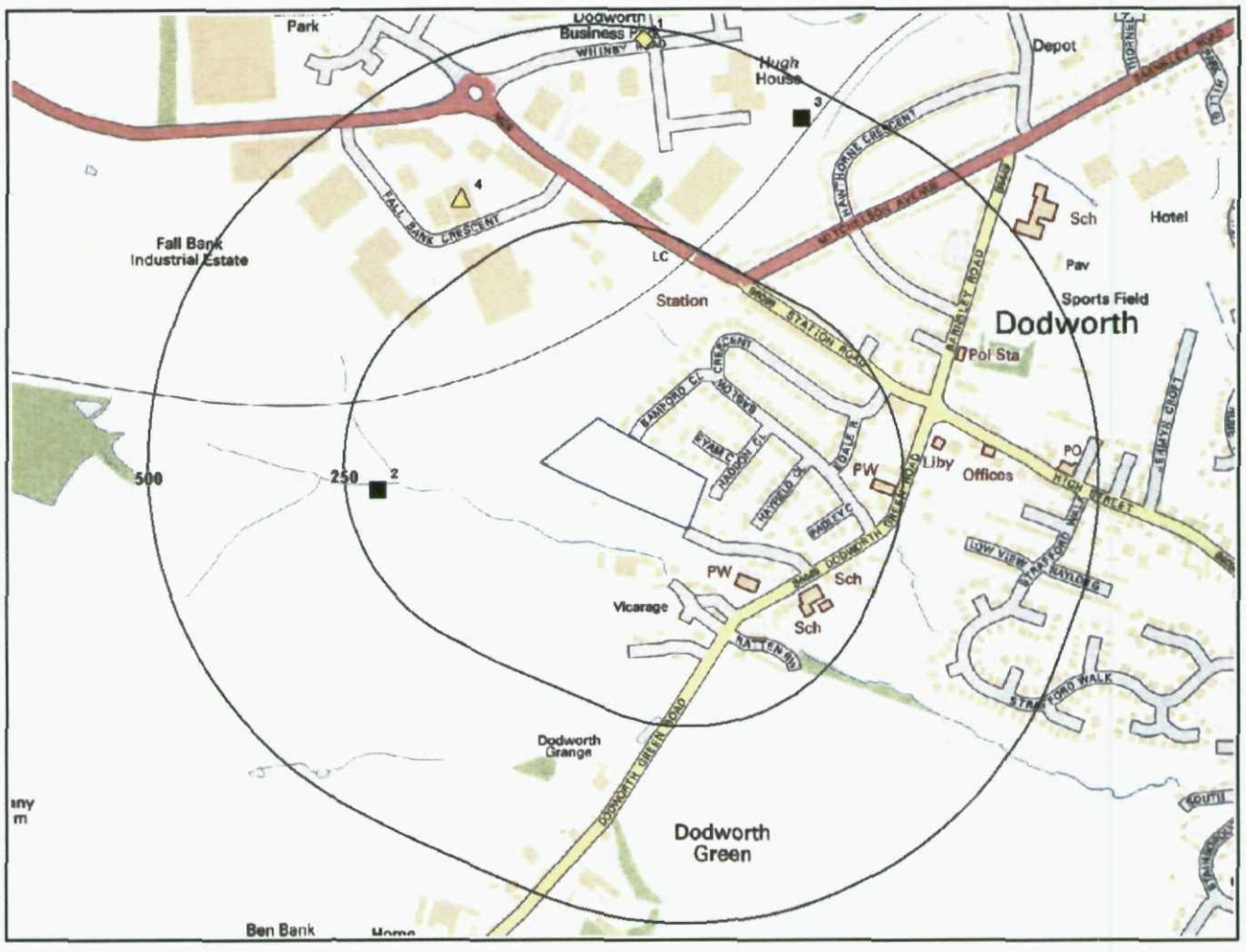
Note: Maps

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

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

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

1. Environmental Permits, Incidents and Registers Map



Authorisations,Incidents and Registers Legend

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- Site Outline
- Search Buffers (m) — 250 — 500
- Recorded Pollution Incident
- Dangerous Substances (List 1)
- Dangerous Substances (List 2)
- Water Industry Referrals
- Licenced Discharge Consents
- Red List Discharge Consents
- RAS 3 & 4 Authorisations
- Part A(1) Authorised Processes and Historic IPC Authorisations
- Part A(2) and Part B Authorised Processes
- COMAH / NIHHS Sites
- Sites Determined as Contaminated Land
- Hazardous Substance Consents and Enforcements

1.Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

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

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

Database searched and no data found.

Records of Part A(1) and IPPC Authorised Activities within 500m of the study site: **0**

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: **1**

The following List 2 Dangerous Substance Inventory Site records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
1	485.0	N	431100, 405700	Name: Magna Colours, Dodworth Business Park Status: Active Receiving Water: -	Authorised Substances: , Copper, Zinc,

---

Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site: **1**

The following Part A(2) and Part B Activities are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details

4	328.0	NW	430866, 405497	Address: Remploy Limited, Unit15 Fall Bank Industrial Estate,dodworth, Barnsley,s75 3ls Process: Timber Process Status: Current Permit Type: Part B	Enforcement: Data requested, not received. Date of Enforcement: Data requested, not received. Comment: Data requested, not received.

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

Database searched and no data found.

Records of Licensed Discharge Consents within 500m of the study site: **2**

The following Licensed Discharge Consents records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
2	210.0	W	430760, 405130	Address: Yorkshire Water Champaney Hill Serv, Ice Reservoir Effluent Type: Trade Discharges - Unspecified Permit Number: C5033 Permit Version: 1	Receiving Water: Tib Of Silstone Beck Status: Revoked (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 25/3/1988 Effective Date: 25/3/1988 Revocation Date: 23/3/2004
3	458.0	NE	431300, 405600	Address: Dodworth Colliery-tailings Lagoon, Dodworth, Barnsley, South Yorkshire Effluent Type: Trade Discharges - Unspecified Permit Number: E544 Permit Version: 1	Receiving Water: - Status: Revoked - Unspecified Issue date: 9/9/1983 Effective Date: 9/9/1983 Revocation Date: -

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

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

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

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

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

Database searched and no data found.

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

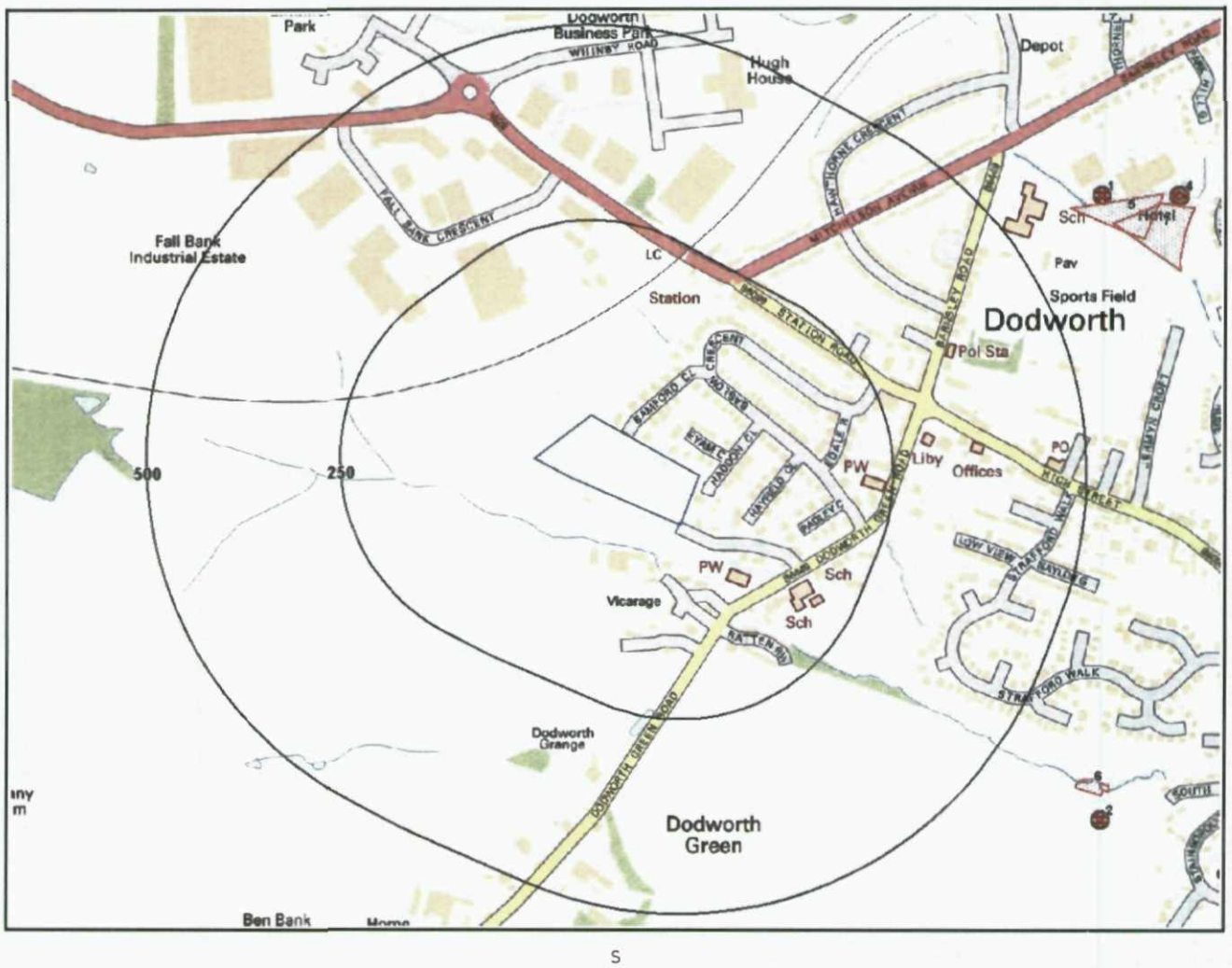
Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990

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

Database searched and no data found.

2. Landfill and Other Waste Sites Map



Landfill & Other Waste Sites Legend

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

2. Landfill and Other Waste Sites

2.1 Landfill Sites

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

Database searched and no data found.

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

Database searched and no data found.

Records of Environment Agency historic landfill sites within 1500m of the study site: **5**

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

ID	Distance	Direction	NGR	Details	
5	588.0	NE	431700, 405400	Site Address: Jermyn Croft, Dodworth, Barnsley Waste Licence: - Site Reference: - Waste Type: Commercial, Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Dodworth Urban District Council
6	611.0	SE	431600, 404700	Site Address: South Street Allotments, South Street, Dodworth, Barnsley Waste Licence: Yes Site Reference: WD20 920 Waste Type: - Regis Reference: -	Licence Issue: 17-Dec-1992 Licence Surrendered: Licence Hold Address: 24 Intake Crescent, Dodworth, Barnsley Operator: Mr M Dawson
7	623.0	NE	431700, 405400	Site Address: Dodworth Miners Welfare, Sports Ground, Dodworth, Barnsley Waste Licence: Yes Site Reference: WD20 B789, 20B789 (113), 4400/B789 Waste Type: Inert, Commercial Regis Reference: -	Licence Issue: 02-Aug-1990 Licence Surrendered: 13-Nov-1992 Licence Hold Address: 42 High Street, Boston-Spa, Wetherby Operator: -
Not shown	953.0	NW	430400, 406100	Site Address: Silkstone Golf Club, Elmhirst Lane, Dodworth, Barnsley Waste Licence: Yes Site Reference: WD20 B716, 4400/B716, 20B716(126) Waste Type: Inert, Commercial Regis Reference: -	Licence Issue: 26-Feb-1990 Licence Surrendered: 02-Nov-1992 Licence Hold Address: 42 High Street, Boston-Spa, Wetherby Operator: A Monk, Civil Engineering Limited
Not shown	1491.0	SE	432200, 404000	Site Address: Land Adjacent to the former Strafford Colliery, Gilroyd Lane, Dodworth, Barnsley Waste Licence: Yes Site Reference: WD20 B537, 4400/B537, 200, 20B537(47) Waste Type: Inert, Household Regis Reference: -	Licence Issue: 04-Aug-1987 Licence Surrendered: Licence Hold Address: High Cross Bank Farm, Moor Lane, Addingham Operator: J W Boylin and Company Limited

---

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site: **2**

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

ID	Distance	Direction	NGR	Details

1	630.0	NE	431700, 405500	Site Address: Dodworth Miners Welfare, Sports Ground, Dodworth, BARNSLEY, South Yorkshire, Landfill Licence: 37ABAFAL Agency Reference: Waste Type: Inert Waste Description: Inert Landfill Known Restrictions: No known restriction on source of waste	Record Date: 01-Aug-1990 Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: EA - North East Region - Ridings Area (Rotherham) Size: Large (< 250,000 tonnes/year)
2	663.0	SE	431700, 404700	Site Address: South Street Allotments, Dodworth, BARNSLEY, South Yorkshire Landfill Licence: 37ABDTAL Agency Reference: Waste Type: Inert Waste Description: Inert Landfill Known Restrictions: No known restriction on source of waste	Record Date: 01-Dec-1992 Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: EA - North East Region - Ridings Area (Rotherham) Size: Medium (< 75,000 tonnes/year)

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

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

ID	Distance	Direction	NGR		Details
4	715.0	NE	431800, 405500	Address: Jermyn Croft, Dodworth, Barnsley, Yorks BGS Number: 2880.0	Risk: No risk to aquifer Waste Type: N/A

Records of Local Authority landfill sites within 1500m of the study site: **0**

Database searched and no data found.

2.2 Other Waste Sites

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

Database searched and no data found.

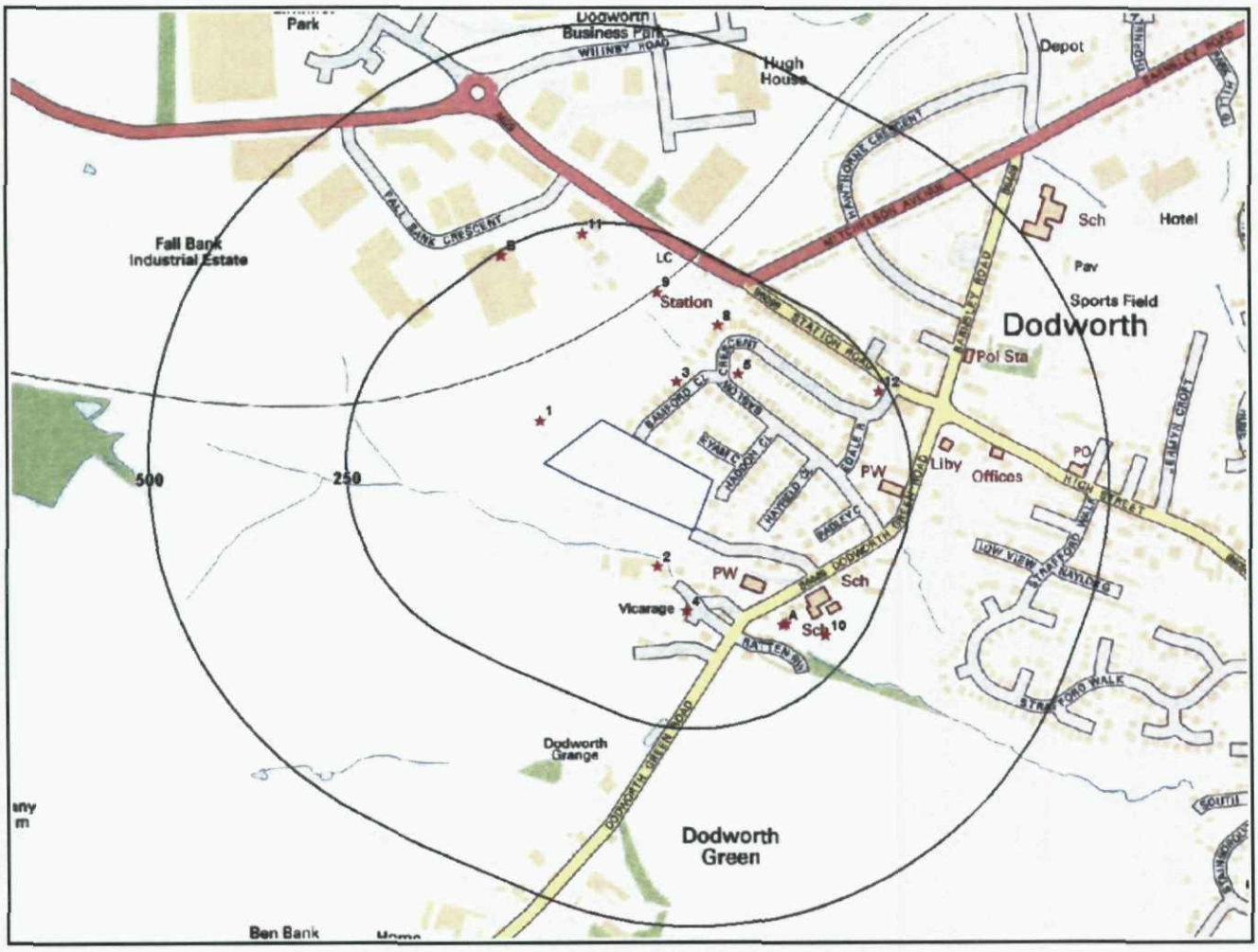
Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: **0**

Database searched and no data found.

Records of Environment Agency licensed waste sites within 1500m of the study site: **0**

Database searched and no data found.

3. Current Land Use Map



Current Land Use Legend

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Site Outline

Search Buffers (m)

Current Industrial Sites

Petrol & Fuel Sites

Underground High Pressure Oil & Fuel Pipelines

3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site: **16**

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

ID	Distance	Direction	Company	Address	Activity	Category
1	46.0	NW	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
2	59.0	SW	Silo	-	Hoppers and Silos	Farming
3	87.0	NE	M P C Transport Yorkshire Ltd	4, Bamford Close, Dodworth, Barnsley, S75 3SL	Distribution and Haulage	Transport, Storage And Delivery
4	102.0	S	J C White & Son	9, Tanyard, Dodworth, Barnsley, S75 3SA	Agricultural Contractors	Hiring And Contract Services
5	133.0	NE	Ryan Batty Farrier	34, Baslow Crescent, Dodworth, Barnsley, S75 3SG	Metalworkers Including Blacksmiths	Construction Services
6A	163.0	SE	Dodworth Motor Bodies	Green Road, Dodworth, Barnsley, S75 3RS	Vehicle Repair and Servicing	Repair And Servicing
7A	165.0	SE	Works	-	Unspecified Works Or Factories	Industrial Features
8	175.0	NE	M & R	37, Baslow Crescent, Dodworth, Barnsley, S75 3SG	Airlines and Airline Services	Transport, Storage And Delivery
9	176.0	NE	Dodworth Station	-	Railway Stations, Junctions and Halts	Transport Access Points
10	212.0	SE	Constance Carter	8, Chantry Orchards, Dodworth, Barnsley, S75 3HX	Curtains and Blinds	Consumer Products
11	237.0	N	Tank	-	Tanks (Generic)	Industrial Features
12	238.0	NE	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
13 B	245.0	NW	Truswell Haulage Ltd	Fall Bank Industrial Estate, Dodworth, Barnsley, South Yorkshire, S75 3LS	Distribution and Haulage	Transport, Storage And Delivery
14 B	245.0	NW	John Truswell & Sons Garages Ltd	Fall Bank Industrial Estate, Dodworth, Barnsley, S75 3LS	Distribution and Haulage	Transport, Storage And Delivery
15 B	245.0	NW	Sapoflow Ltd	Fall Bank Industrial Estate, Dodworth, Barnsley, S75 3LS	Civil Engineers	Engineering Services
16 B	245.0	NW	Albion Distribution Ltd	9a, Fall Bank Industrial Estate, Dodworth, Barnsley, S75 3LS	Distribution and Haulage	Transport, Storage And Delivery

3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site: **0**

Database searched and no data found.

3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site: **0**

4. Geology

4.1 Artificial Ground and Made Ground

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

LEX Code	Description	Rock Type
WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT

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

4.2 Superficial Ground and Drift Geology

Database searched and no data found.
The database has been searched on site, including a 50m buffer.

4.3 Bedrock and Solid Geology

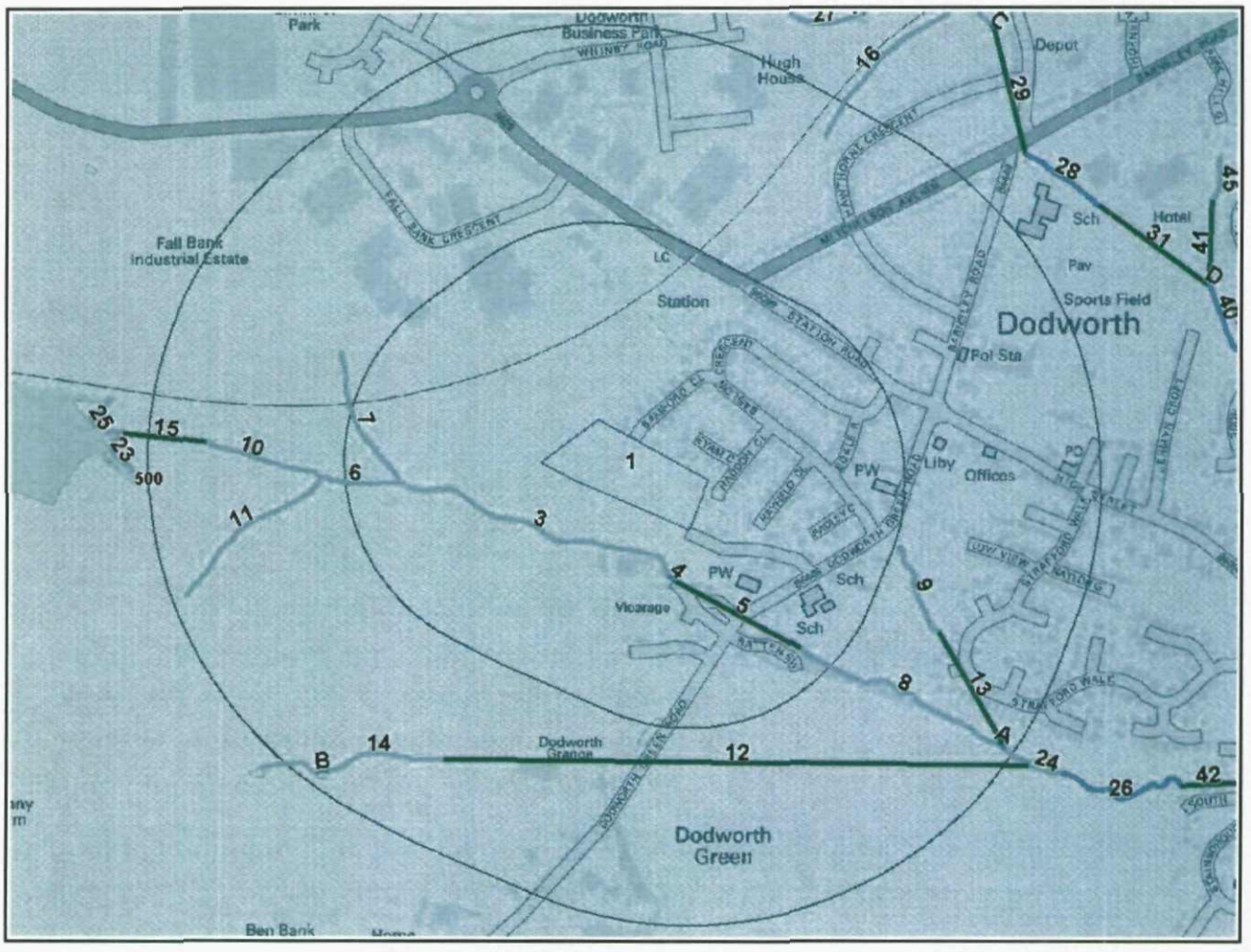
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
PLCM-MDSS	PENNINE LOWER COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE
PLCM-SDST	PENNINE LOWER COAL MEASURES FORMATION	SANDSTONE

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

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

5. Hydrogeology and Hydrology - Aquifer and Abstraction Licence Map



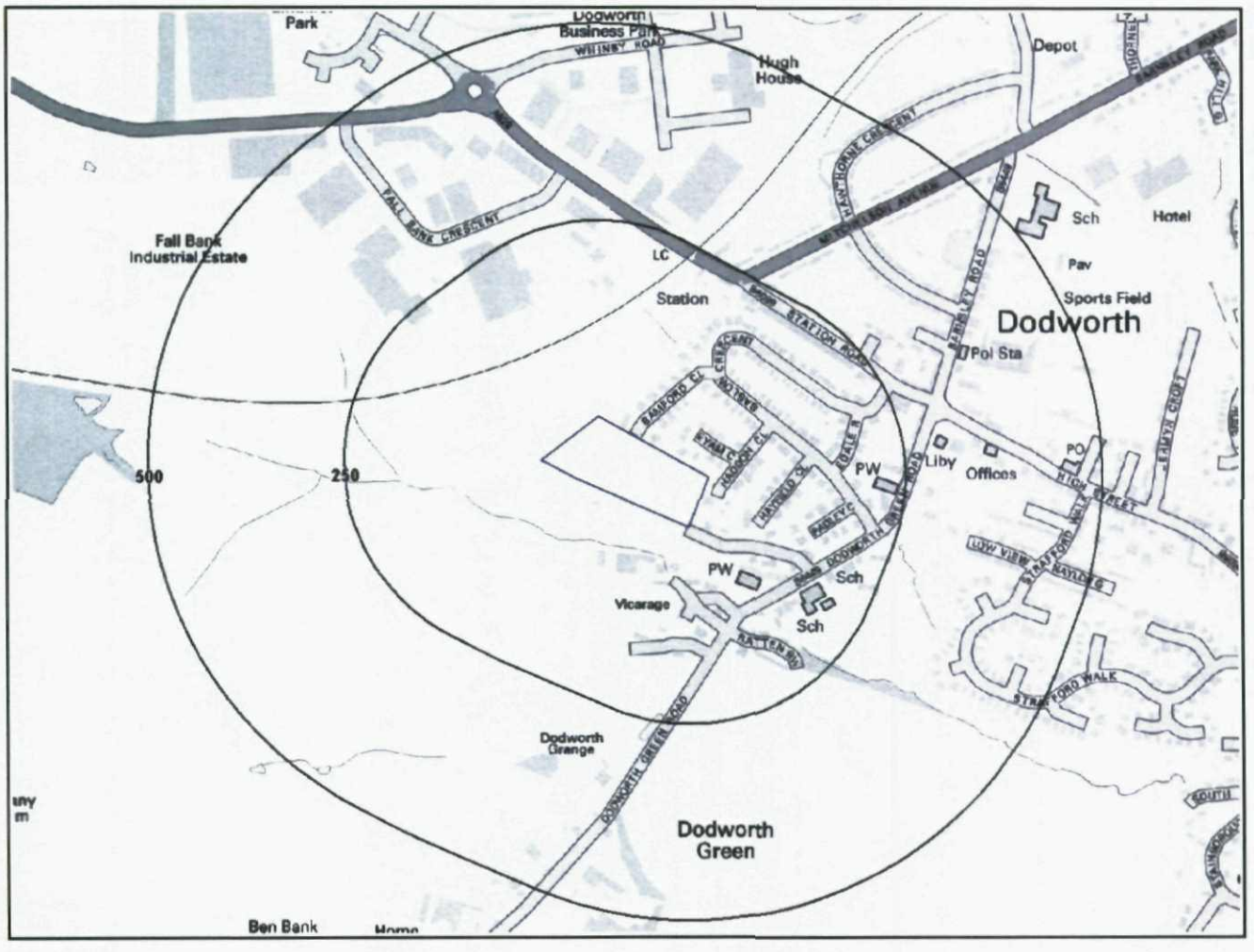
Hydrogeology and Hydrology Legend

Enabled by Ordnance Survey

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- Site Outline
- Search Buffers (m)
- Minor Aquifer - Low Leaching Potential
- Minor Aquifer - Intermediate Leaching Potential
- Minor Aquifer - High Leaching Potential
- Major Aquifer - Low Leaching Potential
- Major Aquifer - Intermediate Leaching Potential
- Major Aquifer - High Leaching Potential
- Groundwater Abstraction Licence
- Surface Water Abstraction Licence
- Primary River
- Secondary River
- Tertiary River
- Lake/Reservoir
- Underground River (inferred)
- Canal
- Canal Tunnel
- Extended Culvert (greater than 50m)
- D/S of High Water Mark
- D/S seaward extension

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



Hydrogeology and Hydrology Legend

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- Site Outline
- Search Buffers (m): 250, 500
- Source Protection Zone 1 - Inner Catchment
- Source Protection Zone 2 - Outer Catchment
- Source Protection Zone 3 - Total Catchment
- Source Protection Zone 4 - Zone of Special Interest
- Potable Water Abstraction Licence
- General Quality Assessment: Chemistry
- General Quality Assessment: Biology

5. Hydrogeology and Hydrology

5.1 Groundwater Vulnerability and Soil Classification

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

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

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

5.2 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m of the study site? **Yes**

The following Abstraction Licences records are represented as points, lines and regions on the Aquifer and Abstraction Licence Map:

ID	Distance	Direction	NGR		Details
Not shown	983.0	NW	430430, 405990	Licence No: 2/27/08/138 Details: Spray Irrigation - Direct Direct Source: Groundwaters Point: Borehole - Coal Measures - Barnsley Data Type: Point	Annual Volume (m³): 6000 Max Daily Volume (m³): 60 Original Application No: 8154 Original Start Date: 5/10/2005 Expiry Date: 31/3/2017 Issue No: 1 Version Start Date: 5/10/2005 Version End Date: -

5.3 Surface Water Abstraction Licences

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

Database searched and no data found.

5.4 Potable Water Abstraction Licences

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

Database searched and no data found.

5.5 Source Protection Zones

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

Database searched and no data found.

5.6 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site? **No**

Biological Quality:

Database searched and no data found.

Chemical Quality:

Database searched and no data found.

5.7 Detailed River Network

Are there any Detailed River Network entries within 500m of the study site? **Yes**

The following Detailed River Network records are represented on the Aquifer and Abstractions Map:

ID	Distance	Direction		Details
3	47.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
4	63.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
5	66.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
6	181.0	W	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
7	181.0	W	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined
8	207.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
9	256.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
10	281.0	W	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
11	281.0	W	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined
12	293.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
13	343.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
14	389.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
15	427.0	W	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: YES Main River Status: Currently Undefined
16	450.0	NE	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined

17B	473.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
18A	475.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
19A	483.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
20B	484.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
21A	484.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
22A	489.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined

5.8 Surface Water Features

Are there any surface water features within 250m of the study site? **Yes**

The following surface water records are not represented on mapping:

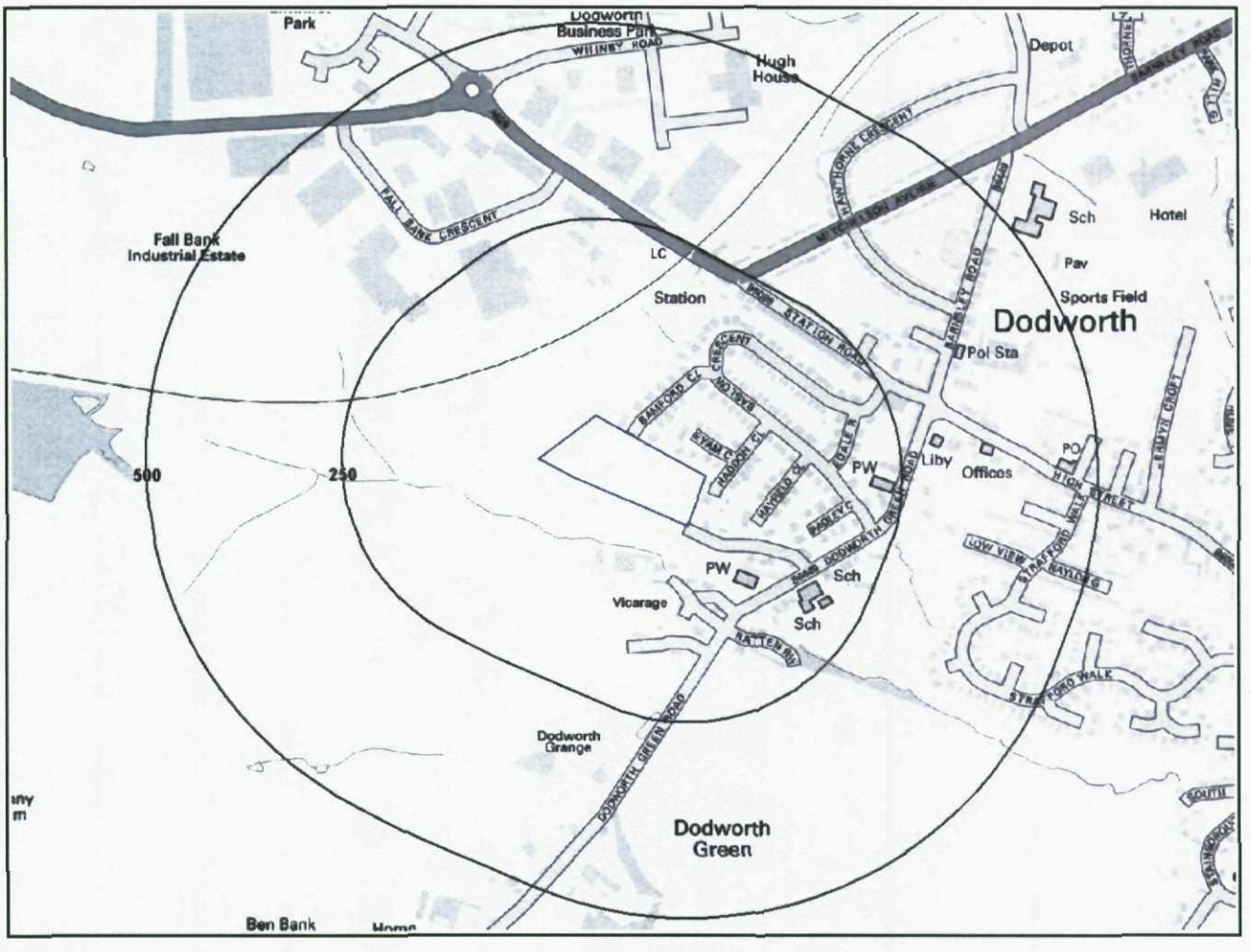
Distance to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	No	Yes	Yes

6. Environment Agency Flood Map

NW N NE

W E

SW S SE



Environment Agency Flood Legend

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Site Outline

Search Buffers (m)

250

500

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

6. Flooding

6.1 Zone 2 Flooding

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

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

Database searched and no data found.

6.2 Zone 3 Flooding

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

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

Database searched and no data found.

6.3 Flood Defences

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

6.4 Areas benefiting from Flood Defences

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

6.5 Areas used for Flood Storage

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

6.6 Groundwater Flooding Susceptibility Areas

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

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

6.7 Groundwater Flooding Confidence Areas

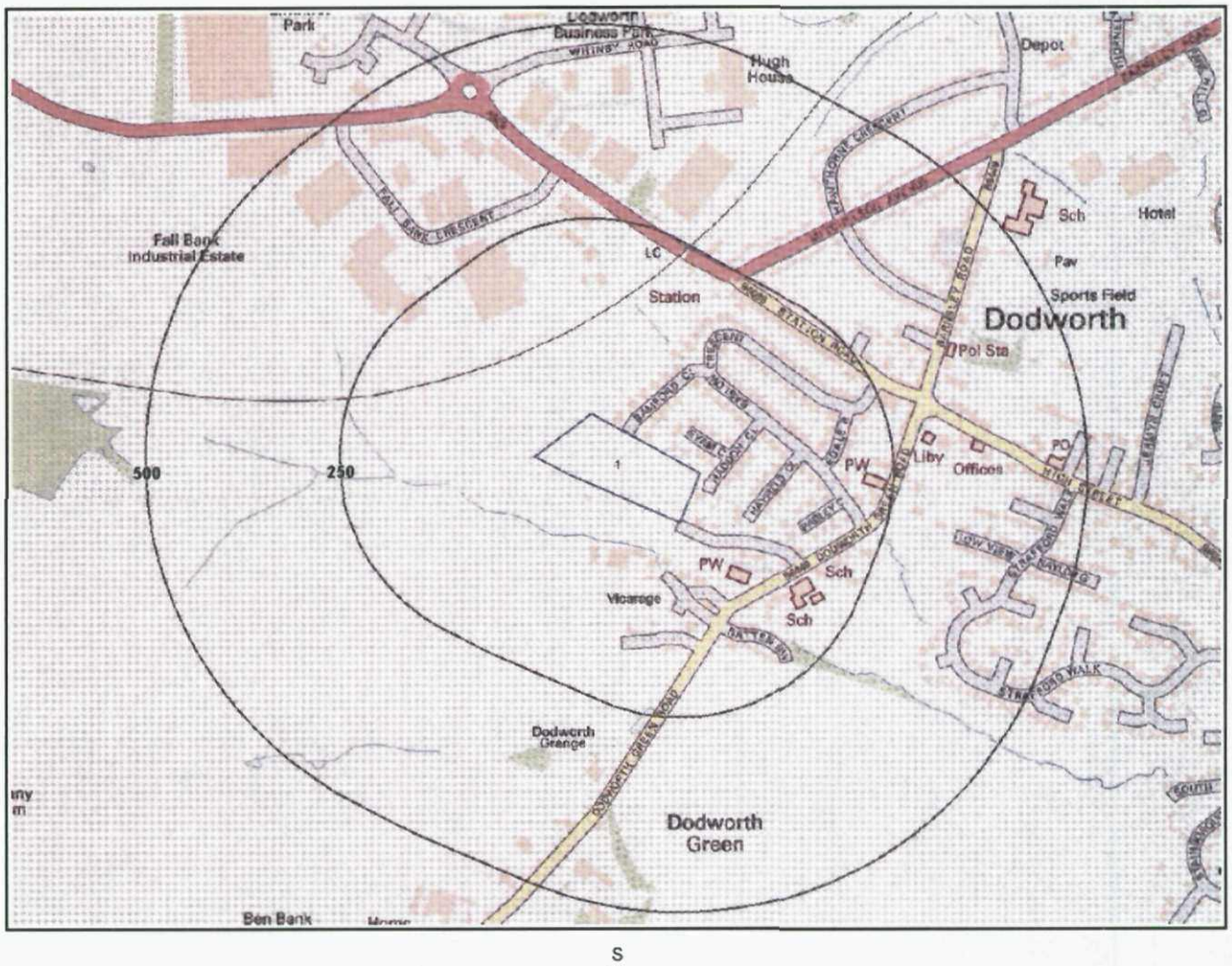
What is the British Geological Survey confidence rating in this result? **Moderately Low**

Notes:

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

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

7.Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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

7.Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? **Yes**

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: **0**

Database searched and no data found.

Records of World Heritage Sites within 500m of the study site: **0**

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: **0**

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Vulnerable Zones within 500m of the study site: **1**

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

ID	Distance	Direction	NVZ Name	Data Source
1	0.0	On Site	No place name provided	DEFRA

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a GroundSure GeoInsight, available from our website. The following information has been found:

8.1.1 Shrink Swell

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

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

Hazard
Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.

8.1.2 Landslides

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

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

Hazard
Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property no significant increase in insurance risk due to natural slope instability problems.

8.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site? **Null - Negligible**

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

8.1.4 Compressible Ground

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

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

Hazard
Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property poss ible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.

8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? **Null - Negligible**

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

8.1.6Running Sand

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

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

Hazard
Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

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

9.Mining

9.1 Coal Mining

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

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

Distance	Direction	Details
0.0	On Site	The study site is located within the specified search distance of an identified mining area. Further details concerning this can be obtained from the Coal Authority Helpline on 0845 762 6848.

9.2 Shallow Mining

What is the subsidence hazard relating to shallow mining on-site*? **Low-Moderate**

*Please note this data is searched with a 150m buffer.

9.3 Brine Affected Areas

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

Database searched and no data found.

10.Contacts

GroundSure Helpline
Telephone: 08444 159 000
info @ groundsure.com

British Geological Survey (England & Wales)
Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143. Fax: 0115 936 3276. Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk
BGS Geological Hazards Reports and general geological enquiries

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

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

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

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

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

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

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Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, English Nature who retain the Copyright and Intellectual Property Rights for the data.

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Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"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.

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

"Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with condition 11.

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

"Data Provider" means any third party providing Content to GroundSure.

"Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.

"Home Information Pack" means a combination of reports required when selling a residential property.

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

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

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

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

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

"Residential" means any building used as an individual dwelling.

"Risk Screening Report" means one of GroundSure's risk screening reports such as GroundSure Homebuyers, GroundSure Home Environmental GroundSure SiteGuard, GroundSure Screening, GroundSure Review, GroundSure Developer Review, or any other risk screening report available from GroundSure.

"Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.

"Site" means the landsite in respect of which GroundSure provides the Services.

"User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.

2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.

2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.

2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.

2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.

2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

3.1 The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.

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

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

3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure.For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party 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 condition 4.,

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

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to 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 conditions 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. For the avoidance of doubt, such persons shall include any entity necessary under the Housing Act 2004 (as amended). Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in condition 7 shall apply.

4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.

4.4 Save as set out in conditions 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.

4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report shall not except as permitted herein or by separate agreement with GroundSure: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.

4.6 Notwithstanding condition 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

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

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

6.1 Subject to the provisions of condition 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.

6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.

6.3 Data Providers may enforce any breach of condition 6.1 against the Client or Beneficiary.

6.4 The Client and/or any Beneficiary 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 condition 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 and each of the parties set out in condition 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.

6.6 The Client shall (and shall procure that any recipients of the Report as permitted under condition 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 condition 6.7(iv) 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.

6.7 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.

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.

7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.

7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.

7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.

7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.

7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.

7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.

7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.

7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.

7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:

(i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and

(ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part IIIA of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.

7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.

7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of:

(i) Consultancy Services, for the amount specified in the Contract and/or on a project of project basis;

(ii) each Commercial Risk Screening Report for £10 million;

(iii) each Residential Risk Screening Report, for £5 million; and

(iv) each Mapping or Data Report, for £5 million,

in each case, in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.

9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.

10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11 General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.

11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.

11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.

11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Data Providers; or

(viii) changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

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

11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

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