

Appendix 4: Sustainability Statement

Economic Sustainability:

Central to the sustainability of this development is that an affordable housing provider has been established as the end user. This ensures that in an era of affordable housing shortage the properties will not only be in demand and occupied, but also maintained.

Providing affordable housing with a secure tenure, fulfils a key aspect of overall economic stability for families in housing need, with the consequent benefit to the overall local and national economy.

Social Sustainability:

As a development specifically built to be affordable, for people in housing need, it contributes directly to building strong sustainable communities. The housing mix has been established to reflect local need and the houses designed using established standards to match the current and future needs of occupants.

By infilling an existing site, the new development will be central to an existing community which has facilities already established, including public transport, schools and retail, and can support and enhance these existing resources.

Environmental Sustainability:

The buildings are constructed in accordance with the end user requirements which ensure a simple building fabric which can be carried out to a high level of competency. In addition, a 'fabric first' approach is used to maximise fabric insulation and airtightness standards to improve thermal performance, but

without resorting to add-ons such as photovoltaic panels. This should deliver comfortable internal environments that are pleasant and inexpensive in use.

Notwithstanding, as a south facing slope the design utilises passive solar gain and also most of the properties are provided with a south facing roof of appropriate construction and pitch for possible future installation of solar photovoltaic or solar thermal panels, to further enhance environmental performance and reduce utility bills.

Appendix 5: Desktop Study / Coal Mining Report

Provided by *Eastwood + Partners*
Consulting Engineers

62 pages inserted

**REPORT ON A DESKTOP STUDY
OF A SITE AT
HAVELOCK STREET
DARFIELD, BARNSLEY
FOR
CODA STUDIOS LIMITED**

Job No 28489

26 September 2005

**REPORT ON A DESKTOP STUDY
OF A SITE AT
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DARFIELD, BARNSELEY
FOR
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Job No. : 28489

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EXECUTIVE SUMMARY

- 1 Eastwood & Partners were instructed by Coda Studios Limited to carry out a Phase 1 desk study of approximately 0.6 hectares of land surrounding Havelock Road, in Darfield, Barnsley, South Yorkshire.
- 2 A historical review indicates the area to have been agricultural in nature during the second half of the 19th Century. A brickworks and residential properties occupied the site throughout most of the Twentieth Century. The surrounding area was mostly residential in nature with limited small scale industrial developments throughout the same period of time. The site was cleared of all buildings prior to 1982.
- 3 Presently the site is used as grazing land for animals, and is covered by grass and sandy topsoil.
- 4 Reference to geological maps indicate the site to be underlain by undifferentiated mudstones of the Middle Coal Measures. Clay is expected at shallow depths.
- 5 Investigation into the shallow mining risk has so far been inconclusive due to the highly faulted nature of the strata surrounding the site. No faults are shown to cross the site.
- 6 Searches carried out have not identified any landfill sites which could be expected to influence the site.
- 7 Basic radon protection is required for new dwellings on the site.
- 8 The site is unlikely to be at risk of flooding.
- 9 The conclusions made in this summary are subject to agreement by the approving bodies, the NHBC, Local Authority and Environment Agency.

1.0 INTRODUCTION

This report presents the findings of a Phase 1 desktop study. All works have been carried out on behalf of Coda Studios Limited.

The report is based on an inspection of geological maps and memoirs, hydrogeological maps, historical ordnance survey maps, and a Coal Authority mining report. The Environment Agency website also provided information. A site walkover was undertaken to assess the current state of the site.

This report presents information on the current condition of the site, based on the above sources of information. The objectives of the investigation were thus:

- To outline the general site conditions and the likely subsurface features of the area surrounding the site.

The recommendations provided in this report are based on the assumption that the site will be redeveloped with a residential end use.

All information, comments and opinions given in this report are based on the information gained from a geological, historical and environmental desk study. However, there may be conditions at the site which have not been taken into account, such as unpredictable soil strata and water conditions.

This report has been prepared for the sole and exclusive use of Coda Studios Limited in response to particular instructions. Any other parties using the information contained in this report do so at their own risk and any duty of care to those parties is excluded.

2.0 THE SITE

2.1 Description

The site comprises approximately 0.6 hectares of land surrounding Havelock Street in the Darfield area of Barnsley, South Yorkshire. This is approximately 3.5 miles south east of Barnsley town centre. The site is centred on National Grid reference SK411042.

The main features of the site are shown on the appended site plan, Drawing Number 28489/001.

The site is roughly triangular in shape. The northern boundary is formed by a residential property which is currently under construction on Hill Street. The land adjacent to this new house is in use as a place of storage for the building materials. Several stockpiles of material, presumably excavated during the construction of the house, are also stored in this area. The western boundary is made by the rear gardens of residential properties on the eastern side of Verona Road. A brick wall not exceeding 2m in height separates the site from the gardens. The site's south-eastern boundary is formed by the two sections of Havelock Street near the eastern and southern extremities, and residential and commercial properties along Snape Hill Road which protrude into the triangle of land. These properties are separated from the site by small access roads. The building immediately to the east of the site is possibly in use as a garage. This building is two storeys high and elongated with a large roller-shutter door in the front wall. There are no signs or other clues as to its use from the outside.

The site is currently used as grazing land for a number of donkeys, and is covered with topsoil and grass. A 1m high wire and wooden post fence contains the animals. A majority of the site slopes towards the south at an angle of approximately 10°. In the northern part of the site, the slope angle increases to form an embankment. This has an angle of approximately 30° which increases to around 40° at the eastern side of the site. Access is provided by a gateway in the east and a stile in the south west.

Two trees are present on the site. Both are located in the south west and are alders. The larger of the trees is approximately 8m in height.

2.2 History

We have reviewed copies of the historical Ordnance Survey maps for the purposes of assessing historical land use at and within the vicinity of the site. Copies of the maps are included in the appendix.

2.2.1 The Site

The first edition map, dated 1854 shows the site to be agricultural in nature. By 1893, a brick works, comprising two main buildings, numerous small outbuildings, two kilns and a storage yard, had been constructed in the centre of the site. Residential properties are shown along the entire length of both the northern and western boundaries. These are terraced houses with small garden areas and outbuildings to the rear. Havelock Street ran along the front of the houses. The brick works are no longer labelled as such on the map of 1906. The buildings remain in position however. Further residential properties have been constructed on the land adjacent to the (former) brick work buildings. By 1931 a majority of the brick work's features have been replaced by terraced housing. The residential properties facing Snape Hill Road are also shown as being in position. One of the large buildings of the brickworks is still shown along with several smaller out buildings and a small yard. A new building is shown to have replaced the second large building. The use of these buildings is not given.

The 'brickworks' buildings were removed at some time prior to 1962, with the exception of one rectangular building in the west of this area. The remainder of the site has generally not changed, the exception to this being a new residential property towards the north east corner of the site.

The map of 1982 shows that the site has been cleared of all buildings apart from those built facing Snape Hill Road on the south east boundary. Havelock Street is still shown, although a majority of the roadway was removed by 1993, leaving the two ends of the road as seen today.

2.2.2 The Surrounding Area

The area surrounding the site was mostly agricultural in nature in the mid-part of the Nineteenth Century. Darfield village is shown 700 m east of the site by 1854. Several

sandstone quarries are also shown surrounding the site. Darfield Main Colliery is shown 1km west on the map of 1894. Limited amounts of residential development had also taken place in the area by this time. The sandstone quarries are also shown to have ceased production.

Further development took place between 1894 and 1938. This was mostly residential in nature, with many terraced houses being built which encompassed the site within Darfield village. Several schools and sports grounds were also constructed in the area and the area to the north west of the site is labelled as recreation ground. Large areas are also used as allotment gardens. Darfield Main Colliery is shown to have expanded in size and has large spoil heaps surrounding it. Further residential development is shown on the map of 1956, along with a circular structure, located approximately 250m north of the site. The nature of this structure is not given. It is labelled as a tank, however, on later maps. It can therefore be assumed that it is more likely to be a water tower, rather than a gas store.

A small factory is shown on the 1962 map, located on the south side of Snape Hill Road directly opposite the site, and a small garage is shown 200m east of the site. The factory was changed to a metal works prior to 1971. Various other small industrial buildings are shown throughout the area, although none of these are in close proximity to the site. Darfield Main Colliery closed in the mid 1980's and the surface features were removed prior to 2000. Further residential development also took place. The metal works opposite the site was also removed recently.

2.3 Geology and Groundwater Vulnerability

The geological maps, Sheet 87 (1:50,000 scale) and 275 SW (1:10,560 scale) show the solid geology underlying the site to be undifferentiated mudstones of the Middle Coal Measures series of the Carboniferous period. No glacial or recent deposits are shown to overlay the site. No faults are shown to run across the site.

The groundwater vulnerability map for the area, Sheet 12, shows the site to lie on a minor aquifer with overlying soils assumed to be of high leaching potential. This is due to their location within an urban area, and fewer observations are available.

2.4 Mining

Reference to the geological maps and memoirs indicates that many seams of coal may be expected to lie below the site. None of these, however are shown to, or conjectured to outcrop in close proximity to the site. Darfield Main Colliery encountered at least eleven seams of coal, namely the Newhill, Wathwood, Two Foot, Abdy, Kent's Thin, Kent's Thick, Barnsley, Dunsil, Swallow Wood, Fenton and the Parkgate seams in descending order. The Swinton Pottery Coal is not recorded as being encountered in the colliery shafts, but is shown to outcrop to the south of the site, above the Newhill seam. There is therefore a chance that this seam may be present beneath the site.

The seams expected below the site are summarised in the below:

Seam Name	Approximate Depth Below Ground Level (BGL)	Approximate Seam Thickness
Swinton Pottery Coal	30m	0.5m
Newhill Coal	65m	1.1m
Wathwood Coal	130m	1.35m
Two Foot Coal	135m	0.6m
Abdy Coal	150m	0.9m
Kent's Thin Coal	190m	0.8m
Kent's Thick Coal	220m	1.5m
Barnsley Coal	280m	2.4m
Dunsil Coal	300m	1.1m
Swallow Wood Coal	330m	1.6m
Fenton Coal	505m	-
Parkgate Coal	525m	-

Thicknesses relevant to this site could not be found for the Fenton and Parkgate seams. The depths to each coal seam was taken from the shaft records of the Darfield Main Colliery with the exception of the Swinton Pottery Coal, which was interpolated from records of the average separation of this seam and the Newhill Coal below it. Information provided by the

geological memoir suggests that the Two Foot and the Abdy Coal seams were rarely worked in this area of Barnsley.

The information provided by the geological maps and the highly faulted nature of the Coal Measures strata in the area surrounding the site means that it is difficult to say for sure which coal seams will be present beneath the site and at what depth, and therefore the information provided by the above table should not be relied upon as being definitive. Further investigation will be required before development of the site takes place.

The Coal Authority Mining Report confirms that the site is within the zone of likely influence at surface from workings in nine seams of coal at depths of between 180m and 680m, with the last date of working given as 1988. The report states that all ground movement associated with these workings should by now have ceased. Additionally, the report states that the site is in an area where coal is believed to exist at or close to surface which may have been worked at some time in the past. This may relate to the Swinton Pottery Coal which may be located beneath the site at shallow depth. The Coal Authority states that there is one known mine entry within 20m of the site boundary. This comprises a shaft located to the north west of the site, beneath a parking bay adjacent to Verona Road.

The site does not lie within the zone of likely influence on surface of any present underground workings, and there are currently no licenses to extract coal by either underground or opencast methods in place or awaiting determination by the Coal Authority. There are presently no plans to begin extraction in the area. Reserves of coal exist in the locality, however, with the demise of the UK coal industry, and the fact that the site is in a highly developed area, future working is unlikely.

2.5 Gases

2.5.1 Radon

The site lies in an area where, according to current Building Research Establishment Report BR211 “Radon: guidance on protective measures for new dwellings”, 1999, a radon report is required. A report has been obtained and reviewed, and this states that basic radon precautions are required for new residential buildings on this site.

2.5.2 Landfills

Information provided by the Environment Agency website indicates that there are no currently licensed landfill sites lying within 500m of the site. Therefore, it is not considered that the migration of landfill gas to the site will be a problem.

2.5.3 Mine Gases

If mine workings are present beneath the site, these have the potential to produce gases such as methane, which have the potential to migrate upwards and enter buildings. The likelihood of workings to be present beneath the site is somewhat unclear at present, and further investigation is required. If the results of this investigation were to show that workings are present below the site, a gas monitoring program may need to be installed.

2.6 Flooding

The site does not lie on an Environment Agency indicative floodplain. Therefore the site is unlikely to be at risk of flooding from rivers.

2.7 Miscellaneous

The sloping embankment in the north of the site may have been built during the demolition of the residential properties which formerly occupied that part of the site. The buildings to the east of the site which remain today have had the ground beneath then levelled and a retaining wall constructed at their rear, and so it may be assumed that the residential properties were sited in a similar way. The embankment therefore has the potential to be formed using coarse material arising from the demolition works. A retaining wall may still be present within this fill material. A new wall will need to be constructed if new buildings require the embankment to be re-engineered in any way.

The footings and cellars of the former buildings may also still be present on the site, as well as service trenches to the buildings.

2.8 Conclusions and Recommendations

1. The coal mining section within this desktop report should be regarded as being preliminary pending further investigation. There is a likelihood that coal will be encountered at shallow depths below the site, although information made available for the purposes of this report make it impossible to say with any certainty the names, thickness and depth below surface of any of these coal seams. Further investigation may include the inspection of a recent geological map which may reveal more useful information. Borehole information may also be available from the British Geological Survey. It is known that a well is located to the north west of the site. The records of the sinking of this well may give a good idea of the depths and thicknesses of all of the coal seams below the site. Mine abandonment records may be available from The Coal Authority, which may indicate the thicknesses of the seams as well as naming them. This will also show whether the seams have been worked. A program of rotary open-hole drilling may be required to determine whether workings are present beneath the site if the above sources of information are inconclusive.
2. If workings are identified below the site, it will be necessary to undertake gas monitoring to determine the risk from the generation of mine gases. If drilling is to be utilised, the installation of gas monitoring equipment may be integrated into this program. If drilling is not required, gas spike testing may be a suitable alternative.
3. An intrusive investigation will need to be carried out in order to assess the strata underlying the site and to confirm its suitability for use beneath buildings. This will include the excavation of trial pits and the in-situ testing of the materials encountered. For the steeply sloped embankment in the north of the site it may be necessary to adopt a handheld window sampling method in order to limit the disturbance of the slope.

4. A program of chemical testing will also be required to prove the suitability of the material on the site for re use. Such a program would include tests for a range of both naturally occurring and man-made contaminants, given the sites former partly industrial use. There are no specific risks from chemical compounds associated with brick works. However, as with any industrial premises, there is the potential for local areas of the site to be contaminated with hydrocarbon compounds (diesel and other fuels, oils etc). Also, as the brick works had kilns, there is the potential for ash and burnt brick to have been spread across the site.
5. Approval to the conclusions and recommendations made in this report should be obtained from the Local Authority, Environment Agency and NHBC at an early stage and well before any works are commenced on site.

APPENDIX 1

Historical Maps

Coal Authority Mining Report

British Geological Survey Radon Report

Envirocheck[®] Report:

Historical Map List

Report on:

Havelock Street
Darfield
Barnsley
South Yorkshire

National Grid Reference :

441130, 404200

Prepared For :

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11163
St Andrews House
23 Kingfield Road
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Your Reference

Mr J Wood, GMS28489

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Ordnance Survey County Series Published 1893

(1)

County	Mapsheet	Scale	Year
Yorkshire	275_14	1:2,500	1893

Ordnance Survey County Series Published 1906

(2)

County	Mapsheet	Scale	Year
Yorkshire	275_14	1:2,500	1906

Ordnance Survey County Series Published 1931

(3)

County	Mapsheet	Scale	Year
Yorkshire	275_14	1:2,500	1931

Ordnance Survey Plan Published 1962

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003	1:2,500	1962
Ordnance Survey Plan	SE4004	1:2,500	1962
Ordnance Survey Plan	SE4103	1:2,500	1962
Ordnance Survey Plan	SE4104	1:2,500	1962

Ordnance Survey Plan Published 1971

(2)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4004	1:2,500	1971
Ordnance Survey Plan	SE4104	1:2,500	1971

Ordnance Survey Plan Published 1977

(3)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4004	1:2,500	1977

Ordnance Survey Plan Published 1982

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003NE	1:1,250	1982
Ordnance Survey Plan	SE4004NE	1:1,250	1982
Ordnance Survey Plan	SE4004SE	1:1,250	1982
Ordnance Survey Plan	SE4104NW	1:1,250	1982
Ordnance Survey Plan	SE4104SW	1:1,250	1982

Additional SIMs Published 1991

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003NE	1:1,250	1991

Supply of Unpublished Survey Information Published 1974

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4004	1:2,500	1974

Large-Scale National Grid Data Published 1993

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4103	1:2,500	1993

Large-Scale National Grid Data Published 1993

(2)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4103	1:2,500	1993

Large-Scale National Grid Data Published 1993

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003NE	1:1,250	1993
Ordnance Survey Plan	SE4004NE	1:1,250	1993
Ordnance Survey Plan	SE4004SE	1:1,250	1993
Ordnance Survey Plan	SE4104NW	1:1,250	1993
Ordnance Survey Plan	SE4104SW	1:1,250	1993

Large-Scale National Grid Data Published 1993 to 1995

(2)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003NE	1:1,250	1993
Ordnance Survey Plan	SE4104SW	1:1,250	1995

Large-Scale National Grid Data Published 1994

(3)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE4003NE	1:1,250	1994

Ordnance Survey County Series Published 1854 to 1855

(1)

County	Mapsheet	Scale	Year
Yorkshire	275_00	1:10,560	1854
Yorkshire	283_00	1:10,560	1855

Ordnance Survey County Series Published 1893 to 1894

(2)

County	Mapsheet	Scale	Year
Yorkshire	275_SE	1:10,560	1894
Yorkshire	275_SW	1:10,560	1894
Yorkshire	283_NE	1:10,560	1893
Yorkshire	283_NW	1:10,560	1893

Ordnance Survey County Series Published 1905 to 1907

(3)

County	Mapsheet	Scale	Year
Yorkshire	275_SE	1:10,560	1906
Yorkshire	275_SW	1:10,560	1907
Yorkshire	283_NE	1:10,560	1905
Yorkshire	283_NW	1:10,560	1905

Ordnance Survey County Series Published 1938

(4)

County	Mapsheet	Scale	Year
Yorkshire	275_SE	1:10,560	1938
Yorkshire	275_SW	1:10,560	1938
Yorkshire	283_NE	1:10,560	1938
Yorkshire	283_NW	1:10,560	1938

Ordnance Survey Plan Published 1955 to 1956

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,560	1955
Ordnance Survey Plan	SE30SE	1:10,560	1956
Ordnance Survey Plan	SE40NW	1:10,560	1955
Ordnance Survey Plan	SE40SW	1:10,560	1956

Ordnance Survey Plan Published 1966 to 1967

(2)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,560	1966
Ordnance Survey Plan	SE30SE	1:10,560	1966
Ordnance Survey Plan	SE40NW	1:10,560	1967
Ordnance Survey Plan	SE40SW	1:10,560	1967

Ordnance Survey Plan Published 1974 to 1983

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,000	1974
Ordnance Survey Plan	SE30SE	1:10,000	1980
Ordnance Survey Plan	SE40NW	1:10,000	1983
Ordnance Survey Plan	SE40SW	1:10,000	1980

Ordnance Survey Plan Published 1984

(2)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,000	1984

Ordnance Survey Plan Published 1989 to 1993

(3)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,000	1993
Ordnance Survey Plan	SE30SE	1:10,000	1989
Ordnance Survey Plan	SE40NW	1:10,000	1989
Ordnance Survey Plan	SE40SW	1:10,000	1989

10K Raster Mapping Published 2000

(1)

National Grid Series	Mapsheet	Scale	Year
Ordnance Survey Plan	SE30NE	1:10,000	2000
Ordnance Survey Plan	SE30SE	1:10,000	2000
Ordnance Survey Plan	SE40NW	1:10,000	2000
Ordnance Survey Plan	SE40SW	1:10,000	2000

Currently we do not have agreement with Ordnance Survey to provide Large Scale National Grid Data from 1996 onwards.

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 - any person who acts for You in a professional or commercial capacity.

Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.

- Each of those persons referred to in Clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in Clause 6 shall apply.
- The Report is to be used solely for the benefit of You and Your Client and such persons as are set out in Clause 3.b, and Landmark excludes all liability to all other persons unless Landmark has expressly agreed in writing to the assignment of the benefit of the Report and has been paid Landmark's reasonable fees for so doing.
- All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark:-
 - effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
 - copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Reports, Content or Website; or
 - remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
 - You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.
 - You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in

whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

- You hereby agree to fully indemnify Landmark against any claim losses or other damages suffered by Landmark as a result any breach by any recipient of the Services of these Terms.
- You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You, Your Client or the persons set out in Clause 3.b.
- The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.

4. Charges

- Landmark may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.
- You are fully responsible for all charges that accumulate on Your Account.
- VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- An individual or a monthly invoice showing all Orders created will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of Landmark Fees may, at Our sole discretion result in Landmark terminating or limiting the use of Your Account and its provision of Services to You. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.
- We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of National Westminster Bank plc.
- Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You

5. Termination

- Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-
 - You fail to make any payment due in accordance with Clause 4;
 - You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
 - You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so Landmark may remedy the breach and recover the costs thereof from You; or
 - You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

If Your rights are terminated under this Clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.

- We may suspend the Agreement between You and Landmark for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

6. Liability

- We provide warranties and accept liability only to the extent stated in this Clause 6.
- Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's

negligence or willful default.

- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, subject to clause 6b, Landmark will only be liable to You for any loss or damage caused by its negligence or willful default and neither Landmark nor any person providing information contained in any Services shall in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.
- e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark except in so far as Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within one year of the date of the Report if the complaint is in relation to a Report on residential property and within six years of the date of the Report in respect of any other Report or Service. Where any claim relates to either a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Landmark's liability shall be limited to £1,000.
- f. No person may rely on the Report more than 12 months after its original date.
- g. You acknowledge that:-
- i. You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
- ii. Landmark's only obligation is to exercise the reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;
- iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and as such We do not warrant that all land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection;
- iv. You should carefully inspect the Property Site, and take any other advice that would be reasonably prudent to do prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other Landmark Services in terms of valuing the Property Site;
- v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered;

- vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
- vii. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;
- viii. You must observe and comply with all applicable regulations and legislation;
- ix. We offer no warranty for the performance of any linked internet service not operated by Us;
- x. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
- xi. without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Website, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;
- xii. any support or assistance provided to You in connection with these Terms is at Your risk;
- xiii. the information contained in the Services has been extracted from various Crown Copyright and other published sources, and accordingly, Landmark does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these Services;
- h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
- i. If Landmark provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You or Your Client. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited. Copies of their terms and conditions are available on request from Landmark.
- j. Landmark has undertaken the Services for use only by the persons referred to at clause 3b and for no other purpose whatsoever and the Services should not be relied upon by any other third party. Landmark can accept no responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the Services. Any third party relying on the Services does so entirely at its own risk, including without limitation any insurers referred to in this clause 6. Recipients of the Services are to rely on their own skill and judgment in determining the suitability of the Services for their own purpose and use and are advised to use the Services with caution and not base important business decisions solely on the same. Landmark Services are merely one of the tools available for the assessment of environmental, geological or other property or land-related risks and should be used in conjunction with other recognised methods of evaluation.

- k. Time shall not be of the essence with respect to the provision of the Services.

7. Events Beyond Our Control

You acknowledge that Landmark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.

8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

9. Governing Law

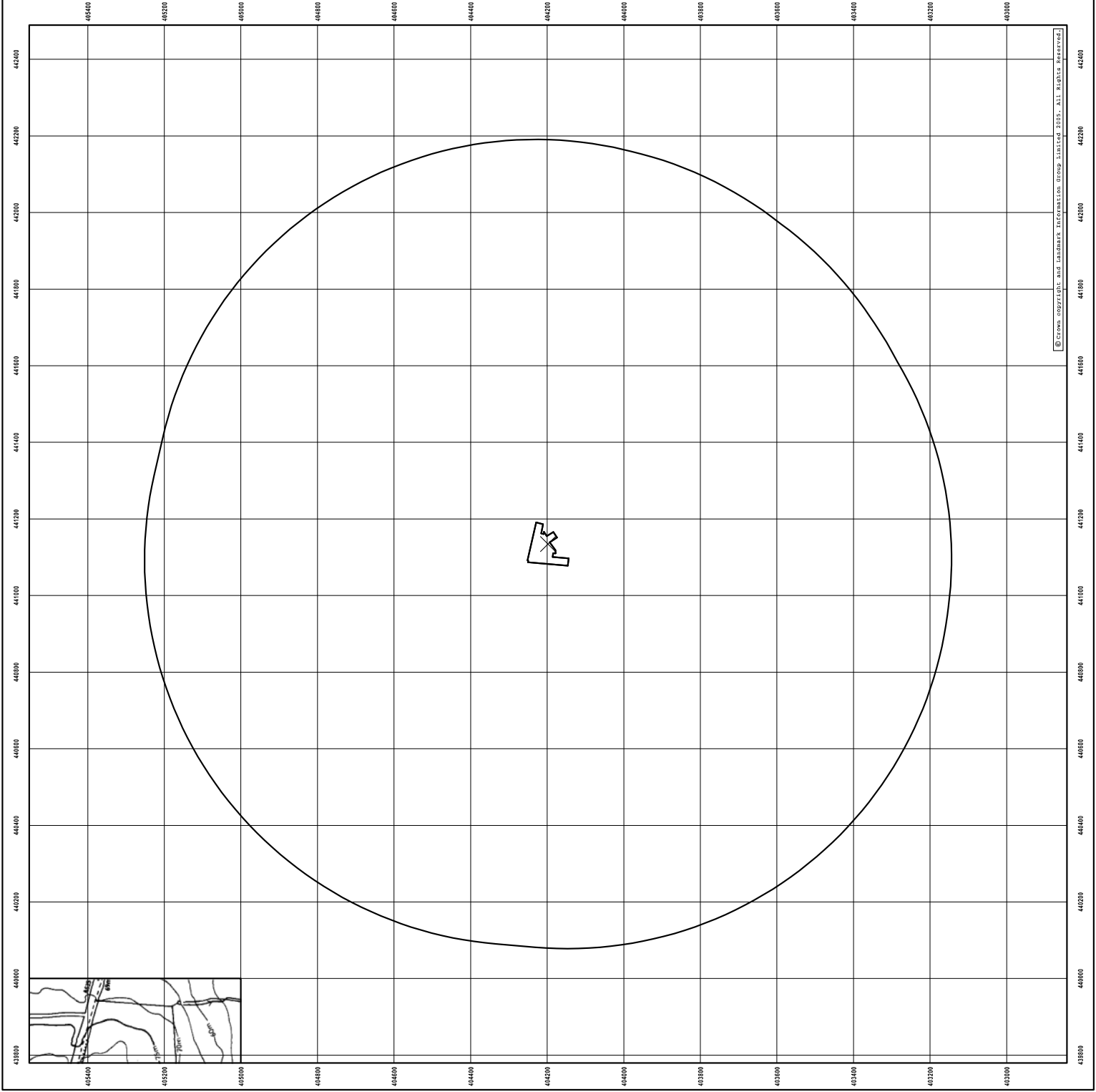
This Agreement shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Agreement. If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

10. Entire Agreement

- a. These Terms, together with the prices and delivery details set out on our Websites and Your Order comprise the whole of our agreement relating to the supply of Services to You by Landmark. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any Services offered for sale by us. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.
- b. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

11. General

- a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms save as provided by Clause 3.b. Your right to use the Services, operate Your Account or to designate users is not transferable
- b. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
- c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.
- d. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- e. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.
- f. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and all notices from Us to You will be displayed on our Websites from time to time.
- g. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.
- h. Landmark reserves the right to monitor or record telephone calls for training purposes.





Envirocheck®
A Landmark product

CLIENT DETAILS

Envirocheck Order No. EC13979001_1_1
Customer Ref: Mr. J. Wood, GMS28489
Eastwood & Partners
St Andrews House 23 Kingfield Road
Sheffield
S11 9AS

SITE DETAILS

Grid Reference 441130 404200
Hawlock Street
Darfield
Barnsley
South Yorkshire

Chalk Pit,
Clay Pit,
or Quarry

Gravel Pit

Sand Pit

Disused Pit
or Quarry

Refuse or
Slag Heap

Direction of Flow of Water

Cuttings

Embankment

Road
Under

Level
Over

Foot
Crossing

Bridge

Standard Gauge
Multiple Track

Standard Gauge
Single Track

Siding, Tramway
or Mineral Line

Narrow Gauge

Non-coniferous
Trees

Coniferous
Trees

Scrub

Lake, Loch
or Pond

Pylon

Pole

Electricity
Transmission
Line

Marsh

Bracken

Heath

Rough
Grassland

Reeds

Saltings

Historical Map Legend

Chalk Pit,
Clay Pit,
or Quarry

Gravel Pit

Sand Pit

Disused Pit
or Quarry

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Slag Heap

Direction of Flow of Water

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2

Ordinance Survey Plan

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Northern Ireland by the Ordnance Survey. The maps were produced by the Ordnance Survey in the 19th and 20th centuries. The first 1:10,000 map was produced in 1884. The published data shown on the right hand side of the map was derived from the 1:10,000 map. The published data shown on the left hand side of the map was derived from the 1:10,000 map. The published data shown on the right hand side of the map was derived from the 1:10,000 map. The published data shown on the left hand side of the map was derived from the 1:10,000 map.

ORDNANCE SURVEY PLAN

Published 1984

Source map scale - 1:10,000

1984

Date(s) of Publication 12 of 24

OS Ordnance Survey
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LANDMARK®
Information Group

Produced by Landmark Information Group Limited. Tel: 0870 850 6570 Fax: 0870 850 6671

CLIENT DETAILS Envirocheck Order No. EC13979001_1_1
Customer Ref: Mr. J. Wood, GMS28489
Eastwood & Partners
St Andrews House 23 Kingfield Road
Sheffield
S11 9AS

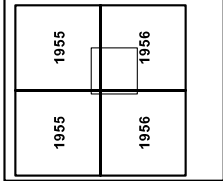
SITE DETAILS Grid Reference 441130 404200
Hawlock Street
Darfield
Barnsley
South Yorkshire

Historical Map Legend

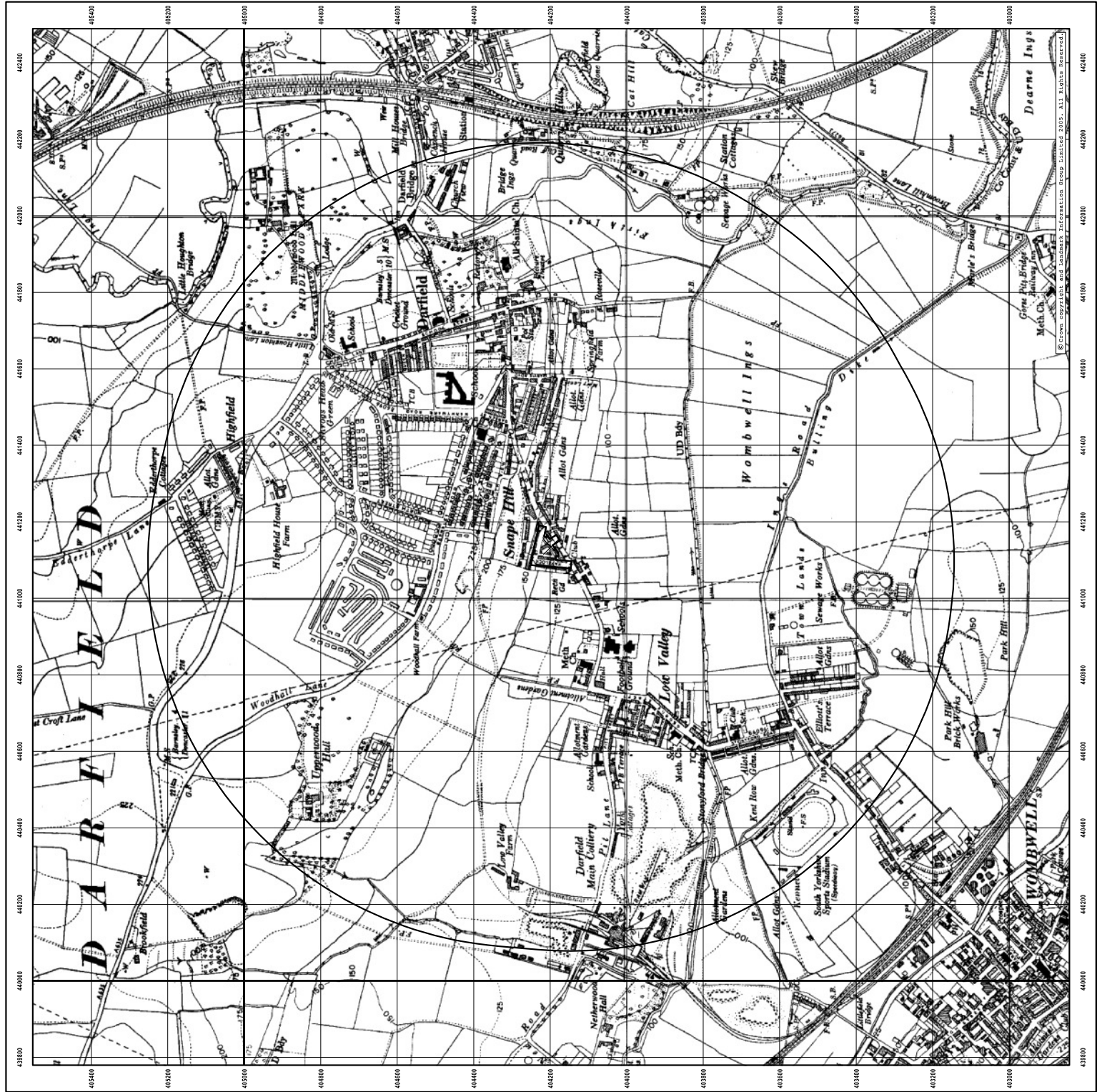
Chalk Pit,	Non-coniferous Trees	Bracken
Clay Pit, or Quarry	Gravel Pit	Coniferous Trees
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Disused Pit or Quarry	Pylon	Electricity
Refuse or Slag Heap	Transmission Line	Saltings
Direction of Flow of Water	Shingle	Marsh
Cutting	Embankment	Standard Gauge Multiple Track
Road Over	Foot Crossing	Single Track
Under	Siding, Tramway or Mineral Line	Narrow Gauge

Ordnance Survey Plan
The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Northern Ireland. The maps were produced by the Ordnance Survey, which has been responsible for the production of the 1:10,560 maps. The published data shown on the right hand side of the map were taken from the original data. Before 1988, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in cutting areas.
In the late 1980s, a Provisional Edition was produced, which updated the data from a number of sources, including the National Grid, in 1970, the first 1:10,560 maps were produced using the Transverse Mercator projection. The revision process continued until recently, with new editions appearing every 10 years or so.

ORDNANCE SURVEY PLAN
Published 1955 to 1956
Source map scale - 1:10,560



Date(s) of Publication 19 24 24



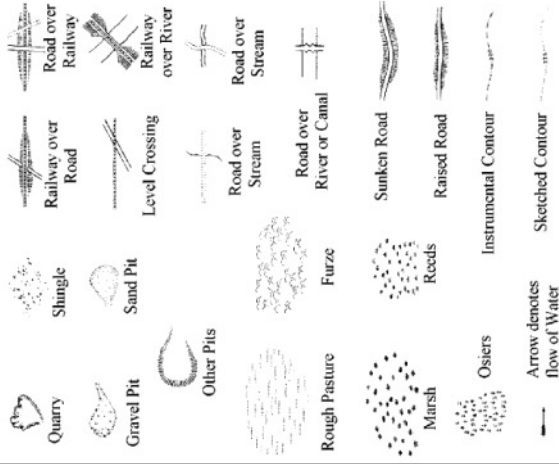
CLIENT DETAILS Envirocheck Order No. EC13979001_1_1
(www.envirocheck.co.uk)

Customer Ref: Mr. C. Wood GMS28489
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Sheffield
S11 9AS

SITE DETAILS Grid Reference 441130 404200

Hawthorn Street
Darfield
Barnsley
South Yorkshire

Historical Map Legend



Ordnance Survey County Series

2
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Before 1888, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in cutting areas. In the late 1880s, a Provisional Edition was produced, which updated the maps to the new Transverse Mercator projection. The first 1:10,000 maps were produced using the Transverse Mercator projection. The revision process continued until recently, with new editions appearing every 10 years or so.

YORKSHIRE
Published 1893 to 1894
Source map scale - 1:10,560

1894	1894
1893	1893

Date(s) of Publication 16 of 24

