The Coal Authority

The Coal Authority
Property Search Services
200 Lichfield Lane, Berry Hill,
Mansfield, Nottinghamshire, **NG18 4RG**
Phone: 0345 7626 848 - DX 716176 MANSFIELD 5

Groundsure Reference:	51000892197001
Our Reference:	51000892197001
Your Reference:	24-26 Greenfoot Lane Barnsley
RRUID:	000000000454010983
Report Date	Jun 5, 2015

Enviro All-in-One

Address: 26 GREENFOOT LANE, BARNSLEY, S75 2SY

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

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

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

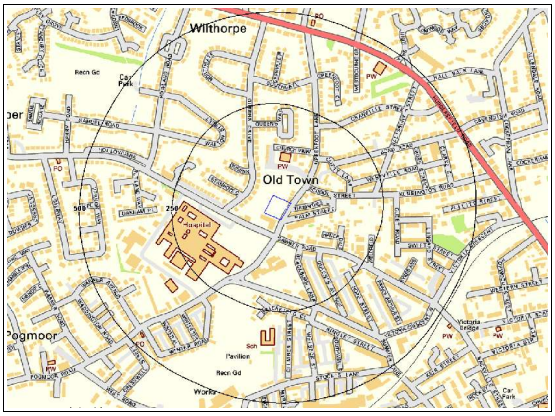
Coal Mining	yes
Brine Compensation Area	no

If you need any further assistance, please do not hesitate to contact our helpline on 0345 762 6848 quoting the above report reference number.

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

Groundsure
LOCATION INTELLIGENCE

Groundsure Homebuyers



Address: 26 GREENFOOT LANE, BARNSLEY, S75 2SY

Date: Jun 5, 2015

Groundsure Reference: 51000892197001

Your Reference: 24-26 Greenfoot Lane Barnsley

Grid Reference: 433461,407098

Professional Assessment on Contaminated Land

Passed

Groundsure considers that there is not a "High Potential Risk"* that the property will be identified as "Contaminated Land" within the meaning set out in Part 2A of the Environmental Protection Act 1990. Therefore, Groundsure consider that Contaminated Land issues are unlikely to have a significant impact on the security of the property in normal lending scenarios.

Coal Authority Assessment

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

Coal Mining: yes

Brine Compensation Area: no

Professional Assessment on Flood Risk

A Very Low risk of tidal/fluvial flooding and a Significant risk of surface water (pluvial) flooding has been identified within 25m of the search polygon.

The property has been assessed by JBA to have an AMBER rating with regard to potential insurability. Please see the flood recommendations for further information.

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

COPSO EXECUTIVE MEMBER

iema corporate member

SearchCode™

Other Environmental Findings

Groundwater Flooding: The site or an area in close proximity is considered to have limited potential for groundwater flooding to occur. Please refer to the Detailed Findings in Section 5.6 for further information.

Natural Ground Subsidence: The study site is not located in an area where properties are considered to be affected by Natural Ground Subsidence.

Radon: The study site is located in an area where some properties are Radon Affected. Please refer to the Environmental Overview and Section 5.8 for further information.

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

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

HS2 and Crossrail 1: The property has been identified to lie within 5km of the proposed High Speed 2 (HS2) train route. For further information and to check accurate distances, track types and potential speed of the trains in proximity to the property, you may wish to purchase a Groundsure HS2 report.

Energy: The property has been identified to lie within 5km of one or more of the following:

- Existing or proposed oil/gas/shale gas/coalbed methane wells
- Existing or proposed wind turbines
- Existing or proposed power stations or nuclear installations.
- Existing or proposed solar farms.

For further information, you may wish to purchase a Groundsure Energy report.

Please note that no physical inspection of the property has been carried out in the preparation of this report. If you would like any further assistance regarding this report, please contact The Coal Authority on 0345 762 6848.

Groundsure Ltd

Groundsure

Recommendations – Contaminated Land

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

Recommendations - Flood

Environment Agency River/ Coastal flooding

As the site lies within or in close proximity to an area with a Very Low risk rating in the RoFRaS database, no further recommendations are required.

Historic Flood Events

The site is not recorded to have been subject to historic flooding. However, the absence of data does not provide a definitive conclusion that the search polygon has never flooded, only that the Environment Agency hold no record of any flooding at the site.

JBA surface water (pluvial) flooding

The search polygon lies within or in close proximity to an area considered to be at Significant risk of surface water flooding, with a predicted depth of flooding of between 0.3 and 1m in a 1 in 75 year rainfall event.

Is my property at risk?

Please be aware that this is an automated assessment based upon the highest surface water flood risk found within 25m of the centre of the property. Therefore a purchaser may wish to check the maps provided within this report to confirm whether the flood risk area lies on or in close proximity to the property. If you would like Groundsure to manually assess the property a £35 + VAT fee may be applicable. This manual assessment consists of a further assessment of desktop information, and does not include a site visit. Additionally, please be aware that if your property is within a new or recent development, the digital terrain model (DTM) used to produce the flood map may not be based on current ground levels. Additional information regarding flood risk assessments and works to alleviate flood risk undertaken during the development may be available from the developer.

What can I do if my property is at risk?

If the property itself has been assessed to be at risk of flooding, a prudent purchaser may wish to undertake further flood risk assessments, including but not limited to vendor enquiries, a review of any flood resistance and resilience measures within the property, and enquiries of the relevant department within the local authority. Since the implementation of the Flood and Water Management Act 2010, local authorities have acquired responsibilities for managing surface water flood risk, and as such should have identified areas at risk within their boundaries and proposed means of dealing with surface water flood risk. Some insurers may choose to not provide insurance cover for properties with a significant risk of surface water flooding. We would recommend that comparative quotes are sought to confirm the presence of competitive cover. Alternatively, further bespoke professional flood risk assessments may be available. Please contact Groundsure if you would like some further information regarding such assessments.

JBA Insurability

The property has been rated as Amber within JBA's insurability index. Amber indicates a level of flood hazard such that (subject to terms, applicant's status and individual insurers' approach to risk and any other factors which may be relevant) insurance covering flood risk may be available but may be subject to increased premiums and non-standard and/or additional terms. This rating is calculated by JBA and is based entirely on JBA's modelled fluvial, coastal and pluvial flood risk data. This data is used by a large number of top insurance companies in order to assess flood risk, though individual insurers may also have recourse to further information not used in this assessment such as claim history, and is indicative rather than definitive.

The JBA Insurability Index is categorised on a fivefold scale (subject to terms, applicant's status and individual insurers' approach to risk, and any other factors which may be relevant):

- Green indicates a level of flood hazard such that insurance covering flood risk may be obtainable relatively easily as part of a standard household insurance contract.
- Amber indicates a level of flood hazard such that insurance covering flood risk may be available but may be subject to increased premiums and non-standard and/or additional terms.
- Red indicates a level of flood hazard such that insurance covering flood risk may be more difficult to obtain.
- Black 1 indicates a level of flood hazard such that insurance covering flood risk may be significantly more difficult to obtain.
- Black 2 indicates a level of flood hazard such that insurance covering flood risk may be extremely difficult to obtain.

As this index is indicative we recommend a number of insurers are contacted in order to obtain a comparative quote.

Flood Resistance Measures from Watertight

Watertight International provide a fully comprehensive Flood Protection System, covering all aspects of domestic property flooding. In areas where insurance was previously unavailable, Watertight can enable insurance cover.

Watertight's patented system is based on a simple premise: if all means by which water can enter the property are blocked effectively, your house and contents will be simply safe and dry.

Based on this premise, Watertight has collaborated with insurers, builders and surveyors to provide products which exceed current flood safety standards and recommendations.

Homeowners are often left with the responsibility and financial burden of providing protection for their property; in lieu of extensive civil defence projects or the costly upgrading of our archaic, Victorian-era sewerage system, **Watertight** can relieve these burdens.

Watertight's systems are flexible in the face of the enormous range of buildings and building materials common - and not-so-common - to the UK; moreover, **Watertight**'s services are comprehensive enough to enable insurance cover in situations where insurance has been tough to come by.

Watertight is an environmentally responsible company, using recycled materials - from old double-glazing to old yoghurt and milk cartons – so 95% of their barriers are sourced from recycled material. Further, all manufacturing is UK-based, meaning distribution distances and carbon footprints are at a bare minimum.

Below is an example list of the sort of flood-prevention materials and techniques **Watertight** can provide to assist in increasing the possibility of insurance for flood-prone properties:

Item	Notes	Guide Price
Sewage Backflow Prevention	Around 50% of flooding events in the UK are caused by backflow flooding; installation of sewage backflow prevention devices can drastically reduce the potentially ravaging effects of backflow flooding.	£150-450
Watertight's Smart Airbricks	A single airbrick – porous bricks in the fabric of a building which allow it to breathe – can allow so much as 50,000 litres of water to pass through it in a single hour. Watertight's Smart Airbricks can provide a modern, intelligent solution to this potentially catastrophic problem.	£250-750
Repointing of damaged brickwork	Houses can easily generate multiple potential ingress points for water; simple modifications such as holes created for satellite dishes can severely exacerbate water intake to a property. Watertight's repointing of damaged brickwork and application of waterproof coating ensures the building's integrity in a flood event and guarantees that all your building's invisible pores are filled.	£500-1000
Demountable flood barriers	Any door is a potential weak spot in flooding, and once breached will allow in the majority of water. Demountable flood barriers provide the most robust protection for any property at risk from flooding, with peace of mind for no extra cost.	£1,500-3,000
Total Protection	A combination of all of the above – ensuring that the entirety of your property is the safest it can possibly be from flood damage.	£2,500-5,000

If you would like to discuss flood protection measures for your property, please contact Groundsure on: 08444 159000, quoting the report reference.

Overview of Findings

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

Factor	Assessment	Section
Past Land Use		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]		
Potentially Contaminative Historical Land Uses	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
Landfill and Waste Sites		
Landfill Sites	Passed	2.1
Landfills from Local Authority and Historical Mapping Records	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
Industrial Sites and Processes		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A Authorised Processes	Passed	3.3
Part A (2) and Part B Authorised Processes and Enforcements.	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
Hazardous Substance Consents and Enforcements	Passed	3.9
EPA1990 Sites	Passed	3.10
Environment Agency Recorded Pollution Incidents	Passed	3.11
Environmental Setting		
Sites of Special Scientific Interest (SSSI)	No	4.1
Ramsar Sites	No	4.1
National Nature Reserves (NNR)	No	4.1
Special Areas of Conservation (SAC)	No	4.1
Special Protection Areas (SPA)	No	4.1
Local Nature Reserves (LNR)	No	4.1
World Heritage Sites	No	4.1
Areas of Outstanding Natural Beauty (AONB)	No	4.1
National Parks (NP)	No	4.1
Natural Hazards & Additional Factors		
What is the maximum Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating within 25m of the search polygon?	Very Low	5.1
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.2
Are there any Areas Used for Flood Storage within 250m?	No	5.3
Has the site or an area within 25m of the search polygon been subject to past flooding as recorded by the Environment Agency?	No	5.4
What is the maximum Surface Water flood risk identified within 25m of the search polygon of the property?	Significant	5.5
What is the maximum susceptibility to Groundwater Flooding in proximity to the study site?	Limited potential	5.6
Natural Ground Subsidence	Negligible - Very Low	5.7

Radon	The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level	5.8
Radon Protective Measures	None	5.9
Mining		
Coal Mining	Yes	6.1
BGS Non-Coal Mining Hazards	Highly Unlikely	6.2
Mining Cavities	No	6.3
Natural Cavities	No	6.4
Historical Mining	Yes	6.5
Historical Underground Workings	Yes	6.6
Additional Information		
Ofcom Sitefinder Mobile Phone Mast Records	Yes	7.1
Mobile Phone Mast Planning Records	Yes	7.2
Overhead Electricity Transmission Lines and Pylons	No	7.3
Guide to Our Professional Assessment		8
Contact Details		9
The Coal Authority Con29M Coal and Brine Report		Appendix 1

Aerial Photograph

NW N NE

W E



SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: 26 GREENFOOT LANE, BARNSLEY, S75 2SY

Grid Reference: 433461,407098

Notes on Professional Assessments

Professional Assessment of Contaminated Land

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

Our risk assessments assume that the Site will be used for residential accommodation. The report is not suitable for non-domestic properties or for identifying risks for developments at the planning stage in accordance with National Planning Policy Framework (NPPF).

Professional Assessment of Flood Risk

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

JBA Insurability

Please note that this assessment is produced by JBA Risk Management and is based entirely on their own modelled data for river flooding, coastal flooding and surface water flooding. As JBA have modelled this data in-house, there may be times when JBA's assessment of river and coastal flood risk will differ from that modelled by the Environment Agency. If you require further explanation of the insurability data, please contact Groundsure.

Introduction to Detailed Findings

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

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

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas.

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

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

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

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

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

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

Section 5.1 – The answer to this question is based upon a 50m search radius from the centre of the search location.

Sections 5.2 to 5.5 – The answers to these questions are based upon a 250m search radius from the centre of the search location.

Sections 5.6-5.10 – The answers to these questions are based upon a 50m search radius from the centre of the search location.

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

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

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

Section 7.1 and 7.2 – Provides information on records of Ofcom-registered mobile phone masts and mobile mast planning records up to 250m.

Section 7.3 – Please be aware that the findings contained within the overhead power transmission lines section is based upon information found within Ordnance Survey OpenData

Detailed Findings

1. Past Land Use

1.1 Potentially Contaminative Uses

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

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

Risk Assessment **Passed**

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

Distance [m]	Direction	Use	Date
21.0	NE	Boiler Works	1890
37.0	NE	Unspecified Pit	1948
37.0	NE	Unspecified Pit	1904
38.0	NE	Unspecified Ground Workings	1938
38.0	NE	Unspecified Ground Workings	1938
40.0	NE	Unspecified Pit	1890
41.0	NE	Unspecified Pit	1951
53.0	SW	Hospital	1982
53.0	SW	Hospital	1993
60.0	NE	Unspecified Old Shaft	1904
89.0	W	Hospital	1951
89.0	W	Hospital	1966
103.0	W	Unspecified Workhouse	1904
103.0	W	Infirmary	1948
103.0	W	Unspecified Workhouse	1890
123.0	SW	Sandstone Quarry	1850
163.0	SW	Hospital	1973
213.0	SW	Infirmary	1938
216.0	SW	Sandstone Quarry	1850

1.2 Potentially Infilled Land

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

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

Risk Assessment **Passed**

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

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

Distance (m)	Direction	Use	Date
37.0	NE	Unspecified Pit	1948
37.0	NE	Unspecified Pit	1904
40.0	NE	Unspecified Pit	1890
41.0	NE	Unspecified Pit	1951
95.0	SE	Disused Reservoir	1951
96.0	SE	Reservoir	1948
96.0	SE	Pond	1904
96.0	SE	Pond	1890

1.3 Additional Information – Historical Tank Database

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

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

Risk Assessment **Passed**

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

1.4 Additional Information – Historical Energy Features Database

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

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

Risk Assessment **Passed**

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

1.5 Additional Information – Historical Petrol Station Database

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

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

Risk Assessment **Passed**

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

1.6 Additional Information – Historical Garage and Motor Vehicle Repair Database

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

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

Risk Assessment **Passed**

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

1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

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

Risk Assessment **Passed**

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

Detailed Findings

2. Landfill and Waste Sites

NW N NE

W E

SW S SE



Landfill & Waste Sites Legend

Mapping sourced from Ordnance Survey

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- Site Outline
- 250 / 500 Search Buffers (m)
- E.A. Active Landfill
- E.A. Historic Landfill
- BGS / DoE Survey Landfill
- Historic and Planned Waste Sites
- E.A. Licensed Waste Site
- Local Authority/Historical Mapping Landfill Records

2.1 Landfill Sites

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

Risk Assessment **Passed**

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

Environment Agency Active Landfill Sites

Database searched and no data found.

Environment Agency Historic Landfill Sites

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

ID	Distance [m]	Direction		Details	
1	423.0	SW	Site Address: Allotment Gardens, Pogmoor Waste Licence: - Site Reference: - Waste Type: - Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Lcence Holder Address: -	First Input: Last Input:

British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

2.2 Landfills from Local Authority and Historical Mapping Records

Are there any additional records of Landfills from Local Authority and Historical Mapping Records within 500m of the search site? **No**

Risk Assessment **Passed**

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

2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 500m of the search site? **No**

Risk Assessment **Passed**

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

2.4 Environment Agency Licensed Waste Sites

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

Risk Assessment **Passed**

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

Detailed Findings

3. Industrial Sites and Processes

NW N NE

W E

SW S SE



Industrial Sites & Processes Legend

Mapping sourced from Ordnance Survey

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

3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search site? **Yes**

Risk Assessment **Passed**

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

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

ID	Distance [m]	Direction	Company	Address	Activity	Category
1	153.0	SW	Electricity Sub Station	S75	Electrical Features	Infrastructure and Facilities
2	202.0	SE	Electricity Sub Station	S75	Electrical Features	Infrastructure and Facilities
3A	214.0	SW	Barnsley Hospital	Pogmoor Road, Barnsley, S75 2EP	Accident and Emergency Hospitals	Health Practitioners and Establishments
4A	214.0	SW	Barnsley Hospital	Pogmoor Road, Barnsley, S75 2EP	Hospitals	Health Practitioners and Establishments
5	217.0	NW	Electricity Sub Station	S75	Electrical Features	Infrastructure and Facilities
6	242.0	S	Bennies Roadshow	45, Brierfield Close, Barnsley, S75 2DA	Electronic Equipment	Industrial Products

3.2 Petrol and Fuel Sites

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

Risk Assessment **Passed**

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

3.3 Part A(1) Authorised Processes

Are there any Part A(1) Authorised Processes within 500m of the search site? **Yes**

Risk Assessment **Passed**

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

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

ID	Distance [m]	Direction	Address	Description	Approved Date	Type	Positional Accuracy
7B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing From Raw Materials By Metallurgical Activities Etc	28/3/2002	IPPC	Position provided by supplier
8B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing Etc Lead And Alloys > 23 Percent Lead (with Copper) Or 2 Percent Lead (without)	13/2/2009	IPPC	Position provided by supplier
9B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing Etc Lead And Alloys > 23 Percent Lead (with Copper) Or 2 Percent Lead (without)	28/3/2002	IPPC	Position provided by supplier

10 B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing From Raw Materials By Metallurgical Activities Etc	13/2/2009	IPPC	Position provided by supplier
11 B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing Etc Lead And Alloys With Release To Air	28/3/2002	IPPC	Position provided by supplier
12 B	495.0	S	Royston Lead Limited, Stocks Lane, Barnsley, Barnsley, South Yorkshire, S75 2DS	Non-ferrous Metals; Producing Etc Lead And Alloys With Release To Air	13/2/2009	IPPC	Position provided by supplier

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

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search site? **Yes**

Risk Assessment **Passed**

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

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

ID	Distance [m]	Direction	Address	Local Authority	Processes Undertaken	Permit Type	Details of Enforcement Action
13	20.0	SW	Barnsley District General Hospital, Gawber Road, Barnsley, S75 2EP	Barnsley Metropolitan Borough Council	Incineration (not crematoria):::	Part B	Enforcement: No Enforcements Notified Date of Enforcement: No Enforcements Notified Comment: No Enforcements Notified

3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search site? **Yes**

Risk Assessment **Passed**

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

The following category 3 and 4 Radioactive Substance Authorisations are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	Address	Operator	EA Region	Permission Number
14 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	BW5276
15 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	CC2798
16 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	BI7534
17 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	BI7542
18 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	BG6138
19 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	CC2771
20 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	CA4102
21 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	AO2582

22 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	AB7191
23 C	293.0	SW	Gawber Road, Barnsley, South Yorkshire, S75 2EP	Barnsley Hospital Nhs Foundation Trust	North East	AI6762

3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search site? **No**

Risk Assessment **Passed**

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

3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search site? **No**

Risk Assessment **Passed**

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

3.8 Dangerous or Hazardous Sites

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

Risk Assessment **Passed**

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

3.9 Hazardous Substance Consents and Enforcements

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

Risk Assessment **Passed**

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

3.10 Sites Determined as Contaminated Land under Part 2A EPA 1990

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

Risk Assessment **Passed**

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

3.11 Environment Agency Recorded Pollution Incidents

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

Risk Assessment **Passed**

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

Detailed Findings

4. Environmental Setting

4.1 Designated Sites

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

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

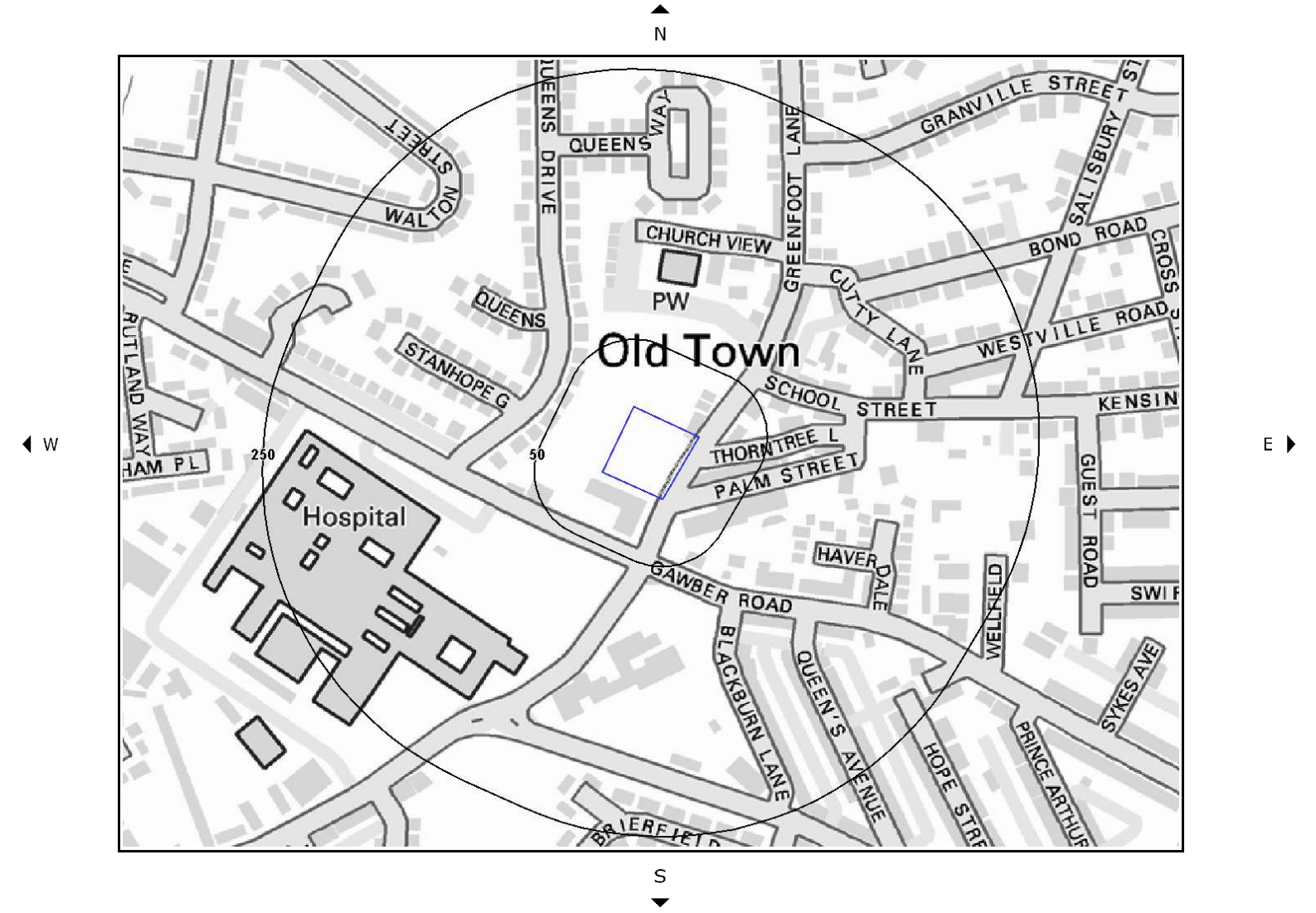
Records of Areas of Outstanding Natural Beauty (AONB)/National Scenic Areas within 250m of the study site: **0**

Database searched and no data found.

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

Database searched and no data found.

5. Natural Hazards and Additional Factors: Environment Agency River and Coastal Flood Risk



Environment Agency River and Coastal (RoFRaS) Flood Risk Legend

Mapping sourced from Ordnance Survey

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Site Centre

100 250 Search Buffers (m)

RoFRaS Rating

- Very Low
- Low
- Medium
- High

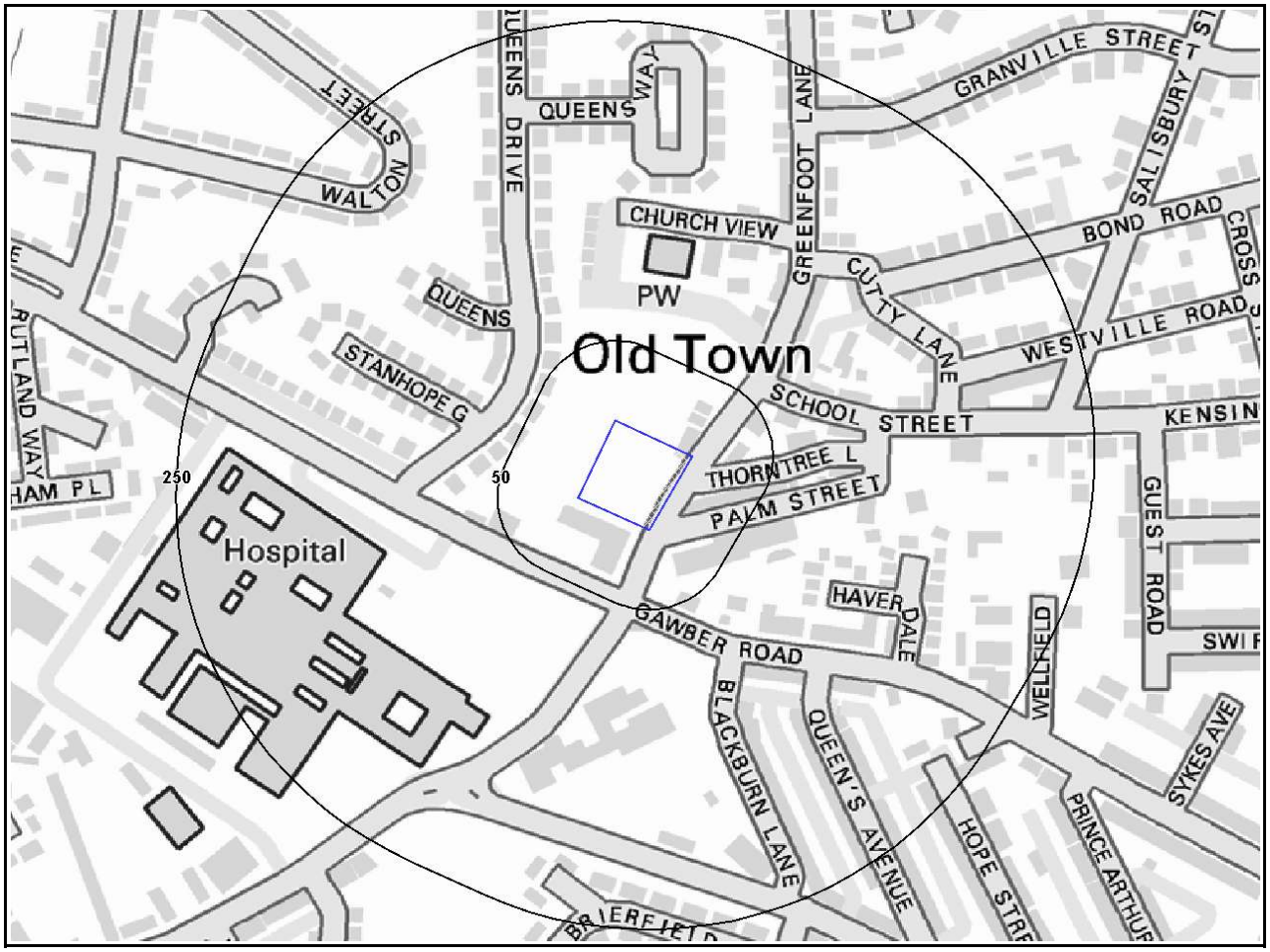
Flood Defences

- Areas used for Flood Storage
- Areas Benefiting from Flood Defences

Environment Agency Historic Flooding Events

N

W



E

S

Environement Agency Historic Flooding Legend

Mapping sourced from Ordnance Survey

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Site Outline

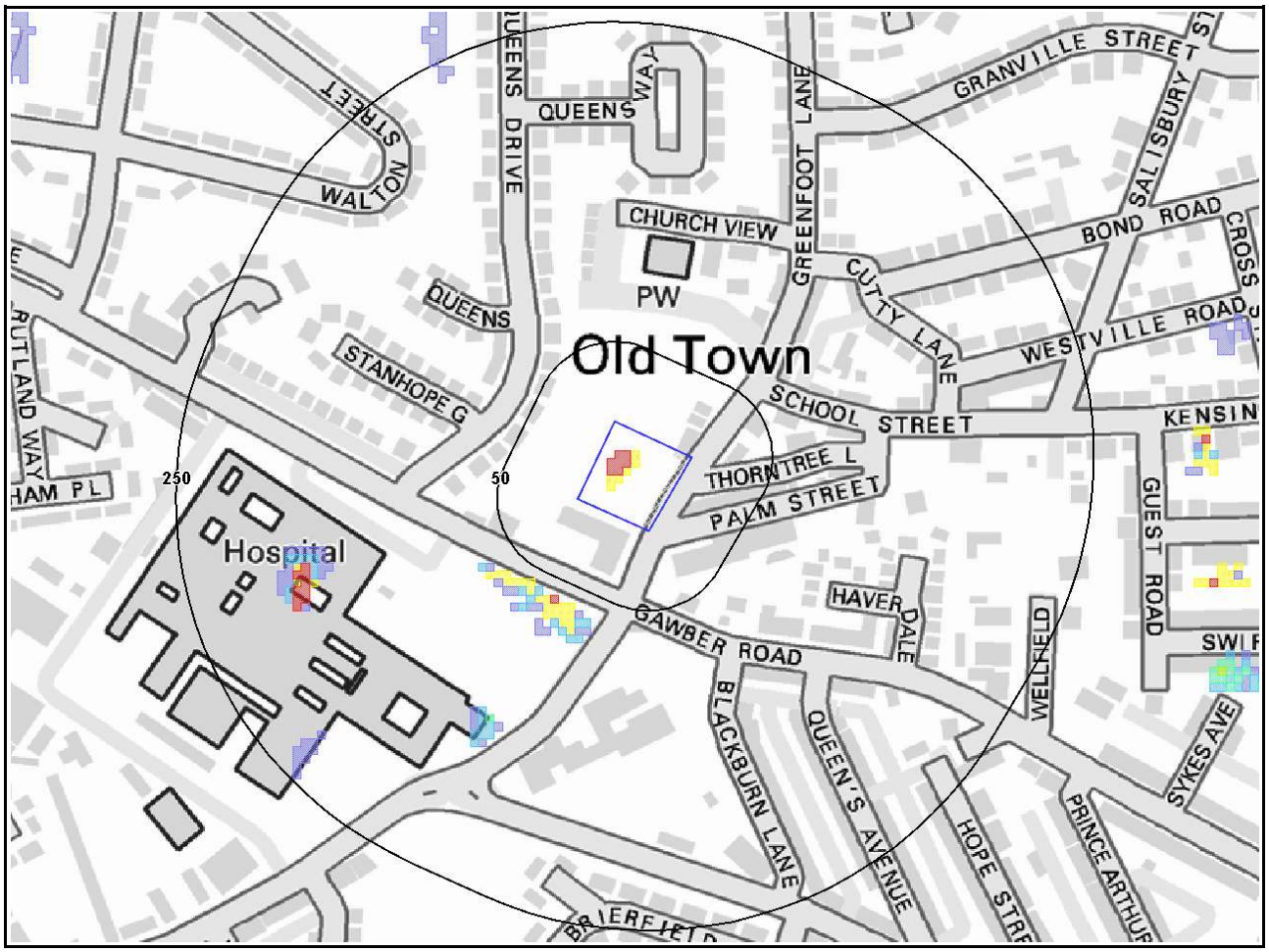
125
250
Search Buffers (m)

Historic Flood Events

JBA Surface Water (Pluvial) Flood Map

N

W



E

S

JBA Surface Water Flood Legend

Mapping sourced from Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

Highly Significant
Significant
High
Moderate to High
Moderate
Low to Moderate
Low

5. Natural Hazards and Additional Factors

5.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the risk of flooding at the centre of the study site? **Very Low**

What is the highest risk of flooding within 25m of the search polygon? **Very Low**

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid as used by many of the insurance companies. RoFRaS data is based on a 50m grid system, with the flood rating at the centre of the grid calculated and given below. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

RoFRaS data for the study site indicates the property has a Very Low (less than 1 in 1000) chance of flooding in any given year.

5.2 Areas Benefiting from Flood Defences

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

5.3 Areas used for Flood Storage

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

5.4 Historic Flooding Events

Has the site or any area within 250m of the site been subject to historic flooding as recorded by the Environment Agency? **No**

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that the Environment Agency do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

Historic flooding events: Database searched and no data found.

5.5 JBA Surface (Pluvial) Water Flooding

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

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

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

What is the highest risk of pluvial flooding within 25m of the search polygon? **Significant**

Guidance: The site or an area in close proximity has been assessed to be at Significant Risk of surface water (pluvial) flooding. This indicates that this area would be expected to be affected by surface water flooding in a 1 in 75 year rainfall event to a depth of between 0.3m to 1m.

This data is provided by JBA Risk Management, © Jeremy Benn Associates Limited 2008-2015

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

Distance	Direction	Risk
0.0	On Site	High
0.0	On Site	High
0.0	On Site	High
0.0	On Site	Significant

5.6 Groundwater Flooding Susceptibility

What is the susceptibility to Groundwater Flooding in the search area based on the underlying geological conditions? **Limited potential for groundwater flooding**

Guidance: Where limited potential for groundwater flooding to occur is indicated, this means that although given the geological conditions there may be a groundwater flooding hazard, unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area, you need take no further action in relation to groundwater flooding hazard.

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 BGS Susceptibility to Groundwater Flooding hazard dataset identifies areas where geological conditions could enable groundwater flooding to occur and where groundwater may come close to the ground surface. The susceptibility data is suitable for use for regional or national planning purposes where the groundwater flooding information will be used along with a range of other relevant information to inform land-use planning decisions. It might also be used in conjunction with a large number of other factors, e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information, to establish relative, but not absolute, risk of groundwater flooding at a resolution of greater than a few hundred metres. The susceptibility data should not be used on its own to make planning decisions at any scale, and, in particular, should not be used to inform planning decisions at the site scale. The susceptibility data cannot be used on its own to indicate risk of groundwater flooding.

5.7 Natural Ground Subsidence

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

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

Where negligible - very low potential is indicated, this means that you need take no further action in relation to natural ground subsidence in this area.
*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

5.8 Radon Affected Areas

Is the property in a radon Affected Area as defined by the Public Health England (PHE) and if so what percentage of homes are above the Action Level?

The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level

5.9 Radon Protective Measures

Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

Combined Radon Guidance
Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by Public Health England (PHE) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As 1-3% of properties in the area may be radon affected, PHE recommend carrying out a site-specific radon assessment. This costs £49.80 including VAT and the results are confidential to the client. Please contact PHE (020 7654 8000) for further information and advice.

If planning on building an extension or a new build property, no radon protection measures are required.

Detailed Findings

6. Non CON29M Mining Information

6.1 Coal Mining

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

Guidance: A mining search is provided in Appendix 1 at the end of this report.

6.2 BGS Non-Coal Mining Hazards

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

Highly Unlikely

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

Distance (m)	Direction	Name	Commodity	Assessment of likelihood
0.0	On Site	Not available	Iron Ore (Bedded)	Rare and localised small scale mining may have occurred.

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

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

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

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

6.3 Mining Cavities

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

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

6.4 Natural Cavities

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

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

6.5 Historical Mining Features from Detailed Mapping

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

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

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

The following Historical Mining information provided by Groundsure:

	Distance (m)	Direction	Details	Date
10	60.0	NE	Unspecified Old Shaft	1904
11	414.0	SW	Unspecified Old Shaft	1904

6.6 Historical Underground Workings Features from Detailed Mapping

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

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

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

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

Distance (m)	Direction	Use	Date
60.0	NE	Unspecified Old Shaft	1904

7. Additional Information

7.1 Ofcom Sitefinder Mobile Phone Mast Records

Have any mobile phone transmitters registered with Ofcom been identified within 250m of the study site? Yes

The following records within 250m have been found within this search:

Distance [m]	Direction	Operator	Type	Antenna Height (m)	Band	Power (dBW)
57.0	SW	O2	UMTS	14.5	2100.0	27.0
57.0	SW	O2	GSM	14.0	900.0	19.0
153.0	W	Three	UMTS	12.0	2100.0	25.65

This database is taken from Ofcom's Sitefinder database, the Government's database of mobile phone base stations. The last update to this database was applied in May 2012, although some operators ceased providing updates some years before then. Neither Ofcom nor Groundsure can accept any liability for any inaccuracies or omissions in the data provided within Sitefinder.

The most recent update is based on the following datasets received at the specified times by Ofcom: O2 (May 2012), Network Rail (April 2012), Hutchison (February 2012), Vodafone (October 2011), Airwave (February 2010), Orange (February 2010) and T-Mobile (August 2005). Sites added since these dates will not appear in the database.

7.2 Mobile Phone Mast Planning Records

Have any planning records relating to telecommunication masts been identified within 250m of the study site? Yes

The following records within 250m have been found within this search:

Distance (m)	Direction	Application Number	Application Date	Applicant	Details
13.0	SW	No Details	Mar 12 2007	T-Mobile UK Ltd	Scheme comprises installation of 12m high telecomunications tower (prior approval).

This database is taken from Glenigan's collection of planning records dating back to 2006 and relates to sites which have applied for planning permission involving mobile phone masts. The database is normally updated quarterly.

7.3 Pylons and Electricity Transmission Lines

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

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

8. Guide to Our Professional Assessment

Introduction

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

Purpose of this Assessment

As part of this report Groundsure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part 2A of the Environmental Protection Act 1990. This assessment is based on the following data:

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

From this information Groundsure provide a statement regarding the likely designation of the property under Part 2A of EPA 1990 and the level of risk associated with the property is either Passed or In Need of Further Assessment. If the site is In Need of Further Assessment it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is In Need of Further Assessment then the practitioner may, if required, discuss the case with one of the Groundsure consultants. Where a site is 'In Need of Further Assessment' Groundsure will, on request, attempt to arrange appropriate environmental insurance.

Method Statement

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

Limitations of the Study

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

Remediation

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

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

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

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

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

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

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

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

9. Contact Details

The Coal Authority Property Search Services
200 Lichfield Lane, Berry Hill,
Mansfield, Nottinghamshire, NG18 4RG
Phone: 0345 7626 848 - DX 716176 MANSFIELD 5
Email:groundstability@coal.gov.uk
Web: www.groundstability.com

Environment Agency
Tel: 08708 506 506
Yorkshire
Lateral - 8 City Walk, Leeds, LS11 9AT
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Local Authority - Barnsley Metropolitan Borough Council. Address: PO Box 634, Barnsley, South Yorkshir, S70 9GG. Web: http://www.barnsley.gov.uk/. Tel: 01226 770770

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

JBA Risk Management
South Barn,
Broughton Hall,
Skipton
BD23 3AE

Public Health England
Public information access office, Public Health England
Wellington House, 133-155 Waterloo Road, London, SE1 8UG
http://www.gov.uk/phe
Email: enquiries@phe.gov.uk
Main switchboard: 020 7654 8000

Ordnance Survey
Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505

Getmapping PLC
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Hampshire RG27 8NW
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Tel: 0871 4237191
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This report is produced by Groundsure Ltd, whose correspondence address is Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ (Tel: 08444 159 000, Fax: 01273 763569, Email: info@4c.groundsure.com).Groundsure's registered address is Groundsure Ltd, c/o Top Right Group Limited, The Prow, 1 Wilder Walk, London W1B 5AP. United Kingdom. Registration Number: 3421028. VAT Number 486 4004 42.
Acknowledgements

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This report has been prepared in accordance with the Groundsure Ltd standard Terms and Conditions of business for work of this nature.

Search Code

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@4C.groundsure.com which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.
The Search Code:

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

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

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

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

·display the Search Code logo prominently on their search reports
·act with integrity and carry out work with due skill, care and diligence
·at all times maintain adequate and appropriate insurance to protect consumers
·conduct business in an honest, fair and professional manner
·handle complaints speedily and fairly
·ensure that products and services comply with industry registration rules and standards and relevant laws
·monitor their compliance with the Code

COMPLAINTS

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

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

TPOs Contact Details:

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

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

COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: info@4C.groundsure.com
If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.
We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

"Beneficiary" means the person or entity for whose benefit the Client has obtained the Services.

"Client" means the party or parties entering into a Contract with Groundsure.

"Commercial" means any building or property which is not Residential.

"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

(i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

"Support Services" means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

"Third Party Data Provider" means any third party providing Third Party Content to Groundsure.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Fees" has the meaning set out in clause 5.1.

"Groundsure" means Groundsure Limited, a company registered in England and Wales under number 03421028.

"Groundsure Materials" means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.

"Order" means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

"Order Website" means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.

"Residential" means any building or property used as or intended to be used as a single dwelling.

"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

"Services" means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

"Site" means the area of land in respect of which the Client has requested Groundsure to provide the Services.

"Third Party Content" means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

"User Guide" means the user guide, as amended from time to time, available upon request from Groundsure and on the website (www.groundsure.com) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotations

2.1 Groundsure agrees to provide the Services in accordance with the Contract.

2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 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 writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure's acceptance of an Order shall be binding only when made in writing and signed by Groundsure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website.

4 Reliance

4.1The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(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, and

(v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

5.1Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. 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 (together "Fees").

5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure's invoice or such other period as may be agreed in writing between Groundsure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

(i) full payment of all relevant Fees and

(ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.

6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:

(i) not remove, suppress or modify any trade mark, 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 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;

(v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person 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: Particular Attention Should Be Paid To This Clause

7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

(i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or subcontractors;

(ii) any use made of the Reports, Services, Materials or any part of them; and

(iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) business interruption;

(x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;

(xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;

(xiii) loss or damage to a computer, software, modem, telephone or other property; and

(xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

8 Groundsure's right to suspend or terminate

8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services,

Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or

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

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

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

9. Client's Right to Terminate and Suspend

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) 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 and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and

(ii) 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 or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.

12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, 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.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 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 Third Party Data Providers;

(viii) changes in law; or

(ix) any other reason beyond Groundsure's reasonable control.

In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 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.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 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.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

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

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.

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Appendix 1
The Coal Authority CON29M Coal Mining and Brine Subsidence Claim report

The Coal Authority

Issued by:
The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0345 762 6848 DX 716176 MANSFIELD 5

EARTH TECH CONSULTING LTD
5 FERNLEA CLOSE
CROFTON
WAKEFIELD
WF4 1HY

Our reference:	**51000892197001**
Your reference:	**24-26 Greenfoot Lane**
Date of your enquiry:	**04 June 2015**
Date we received your enquiry:	**04 June 2015**
Date of issue:	**11 June 2015**

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

Residential Enviro All-in-One - On Coalfield

26 GREENFOOT LANE, BARNSLEY, S75 2SY

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

Coal mining	See comments below
Brine Compensation District	No

Information from the Coal Authority

Underground coal mining

Past

The property is in the likely zone of influence from workings in 4 seams of coal at 130m to 380m depth, and last worked in 1977.

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

In addition the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past. The potential presence of coal workings at or close to the surface should be considered prior to any site works or future development activity. Your attention is drawn to the Comments on Coal Authority Information section of the report.

Present

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

Future

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

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

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

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

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

Mine entries

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

Coal mining geology

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

Opencast coal mining

Past

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

Present

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

Future

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

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

Coal mining subsidence

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

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

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

Mine gas

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

Hazards related to coal mining

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

Comments on Coal Authority information

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

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

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public safety implications of any development in these circumstances.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Additional Remarks

Information provided by the Coal Authority in this report is compiled in response to the Law Society's Con29M Coal Mining and Brine Subsidence Claim enquiries. The said enquiries are protected by copyright owned by the Law Society of 113 Chancery Lane, London WC2A 1PL. Please note that Brine Subsidence Claim enquiries are only relevant for England and Wales. This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions applicable at the time the report was produced.

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

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

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	04 June 2015
Issued to:	EARTH TECH CONSULTING LTD 5 FERNLEA CLOSE CROFTON WAKEFIELD WF4 1HY
Property Search for:	26 GREENFOOT LANE, BARNSLEY, S75 2SY
Reference Number:	51000892197001
Date of Issue:	11 June 2015
Cost:	£66.00
VAT @ 20%:	£13.20
Total Received:	£79.20
VAT Registration	598 5850 68

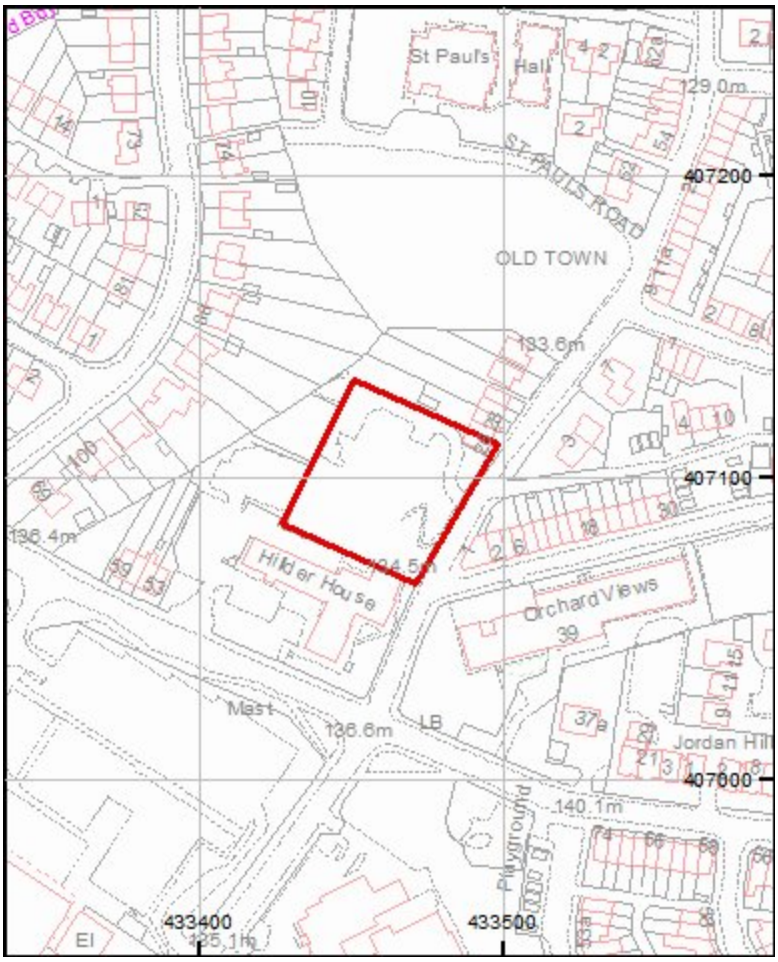
Location map

Approximate position of property



Enquiry boundary

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Key

Approximate position of enquiry boundary shown

Mapping sourced from Ordnance Survey

Policy Summary – Coal & Brine Search Report Insurance

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

Name of the Insurer

The insurer is Aviva Insurance Limited. Registered in Scotland No. 2116. Registered Office: Pitheavlis Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Coal Authority

The Coal Authority, a NDPB (non-departmental public body) sponsored by DECC (Department for Energy and Climate Change) 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG is responsible for producing the coal & brine search report, issuing the policy, collecting the premium and declaring the existence of the policy to Aviva Insurance Limited.

Type of Insurance and Cover

a. The policy is evidenced by the policy that is attached to the coal & brine search report provided by The Coal Authority in respect of a search in form CON29M (2006).

b. Where a coal & brine search report has been obtained in connection with a sale of the property, cover is provided for the benefit of a purchaser and their lender; in the case of a re-mortgage or where the existing owner chooses to obtain a coal & brine search report, cover is provided for the benefit of the owner and their lender.

c. The policy offers protection against loss sustained by the owner of the property if any new problems or adverse entries are revealed in a subsequent coal & brine search report which were not revealed by the original report to which the policy was attached.

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

a. Cover is provided for loss that you suffer up to an amount of £50,000.00.

b. For the purposes of the policy loss includes:-

   (i) any reduction in the market value of the property directly attributable to changes in the information revealed in the coal & brine search report compiled against the property; and

   (ii) all other costs and expenses incurred which we have agreed, in writing, to cover.

c. A single premium has been paid in respect of the cover provided under the policy; the policy remains in effect until you sell the property, or if you are the lender, the debt secured by the mortgage has been repaid.

d. You cannot transfer the benefits of the policy to anyone else. However, if you die whilst you still have the benefit of the cover provided by the policy, the benefit will pass to your estate and beneficiaries.

Significant or unusual Exclusions or Conditions under the policy

a. Full details can be found in the Cover and Exclusions sections of the policy.

b. The policy does not cover your costs in relation to the loss of a transaction for the sale or purchase of the property.

c. The property must be an existing (i.e. it must have been lived in) single residential house, flat or maisonette in the United Kingdom.

d. The policy does not cover loss relating to structural or other physical damage caused to the property by subsidence, flooding or otherwise.

e. The policy does not cover you for any loss in relation to any matter revealed in the coal & brine search report to which the policy is attached nor in relation to any matter that you were otherwise aware of on or before the policy was issued.

Cancellation Rights

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

How to claim

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

Telephone Call Recording

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

If You Have a Complaint

We hope that you will be very happy with the service that we provide. However, if for any reason you are unhappy with it, we would like to hear from you. In the first instance, please contact The Legal Indemnity Manager. You can write to Aviva Legal Indemnities at, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, or telephone 0800 158 2236, whichever suits you. We are covered by the Financial Ombudsman Service. If you have complained to us and we have been unable to resolve your complaint, you may refer it to this independent body. Following the complaints procedure does not affect your right to take legal action. The full complaints procedure is set out in the policy.

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

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Coal & Brine Search Report Insurance Policy

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

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

Property: 26 GREENFOOT LANE, BARNSLEY, S75 2SY

Definitions

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

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

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

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

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

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

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

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

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

Period of Insurance means the period from the Effective Date until

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

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

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

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

Cover

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

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

© The Coal Authority

Exclusions

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

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

Conditions

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

Cancellation Rights (Statutory Cooling Off Period)

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

Customers with Disabilities

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

Data Protection Act – Information Uses

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

Insurance Administration

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

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

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

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

Fraud Prevention and Detection

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

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

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

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

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

Use of Language

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

How to claim

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

Please be aware of the Conditions of this Policy.

Telephone Call Recording

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

Choice of Law

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

Our Promise of Service

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

What will happen if you complain

- We will acknowledge your complaint promptly.
- We aim to resolve all complaints as quickly as possible.

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

What to do if you are unhappy

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

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0800 023 4567 (free from landlines) or 0300 123 9123. Or simply log on to their website at www.financial-ombudsman.org.uk.

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

Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.