

Black Rock Environmental Associates Ltd

16, Buckingham Crescent, Bradford, BD14 6EJ

GroundSure Reference:

HMD-1195699

Your Reference:

Kirkthorpe

Report Date

28 Nov 2013

Report Delivery

Method:

Email - pdf

GroundSure Envirolnsight

Address: Warmfield Lane Kirkthorpe Normanton, WF15TH

Dear Sir/ Madam,

Thank you for placing your order with GroundSure. Please find enclosed the GroundSure Enviroinsight as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

Managing Director **Groundsure Limited**

Enc.

GroundSure EnviroInsight



GroundSure EnviroInsight

Address: Warmfield Lane Kirkthorpe Normanton, WF1 5TH

Date: 28 Nov 2013

Reference: HMD-1195699

Client: Black Rock Environmental Associates Ltd



SW

SE

Aerial Photograph Capture date: 26-Mar-2012 Site Size: 8.59ha

Contents Page

Contents Page	3
Overview of Findings	5
Using this report	8
1 Environmental Permits, Incidents and Registers Map	9
1 Environmental Permits, Incidents and Registers	10
1.1 Industrial Sites Holding Licences and/or Authorisations	
1.1.1 Records of historic IPC Authorisations within 500m of the study site:	10
1.1.2 Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	
1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site:	
1.1.5 Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:	
1.1.6 Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:	
1.1.7 Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site:	
1.1.8 Records of Category 3 or 4 Radioactive Substances Authorisations:	
1.1.10 Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site:	
1.2 Dangerous or Hazardous Sites	
1.3 Environment Agency Recorded Pollution Incidents	
1.3.1 Records of National Incidents Recording System, List 2 within 500m of the study site:	
1.3.2 Records of National Incidents Recording System, List 1 within 500m of the study site:	
2 Landfill and Other Waste Sites Map	
2 Landfill and Other Waste Sites	
2.1 Landfill Sites	
2.1.1 Records from Environment Agency landfill data within 1000m of the study site:	
2.1.2 Records of Environment Agency historic landing sites within 1500m of the study site:	
2.1.4 Records of Local Authority landfill sites within 1500m of the study site:	
2.2 Other Waste Sites	
2.2.1 Records of waste treatment, transfer or disposal sites within 500m of the study site:	
2.2.2 Records of Environment Agency licensed waste sites within 1500m of the study site:	
·	
3 Current Land Uses	
3.1 Current Industrial Data	
3.2 Petrol and Fuel Sites	
4 Geology	
4.1 Artificial Ground and Made Ground4.2 Superficial Ground and Drift Geology	
4.3 Bedrock and Solid Geology	
5 Hydrogeology and Hydrology	
5a Aquifer Within Superficial Geology	
5b Aquifer Within Bedrock Geology and Abstraction Licenses	
•	
5c Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses	
5d Hydrology - Detailed River Network and River Quality	
5 Hydrogeology and Hydrology	
5.1 Aquifer within Superficial Deposits	
5.2 Aquifer within Bedrock Deposits5.3 Groundwater Abstraction Licences	
5.4 Surface Water Abstraction Licences	

5.5 Potable Water Abstraction Licences	
5.6 Source Protection Zones	
5.7 River Quality	
5.7.1 Biological Quality:	
5.7.2 Chemical Quality:5.8 Detailed River Network	
5.9 Surface Water Features	
6 Environment Agency Flood Map	
6 Flooding	
6.1 Zone 2 Flooding	
6.2 Zone 3 Flooding	
6.3 Flood Defences	
6.4 Areas benefiting from Flood Defences	
6.5 Areas benefiting from Flood Storage	
6.6 Groundwater Flooding Susceptibility Areas	
6.6.1 Are there any British Geological Survey groundwater flooding susceptibility areas within 50m of the boundary of the study s	
6.6.2 What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions?.	
6.7 Groundwater Flooding Confidence Areas	
7 Designated Environmentally Sensitive Sites Map	
7Designated Environmentally Sensitive Sites	
7.1 Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:	
7.2 Records of National Nature Reserves (NNR) within 2000m of the study site:	
7.3 Records of Special Areas of Conservation (SAC) within 2000m of the study site:	
7.4 Records of Special Protection Areas (SPA) within 2000m of the study site:	
7.5 Records of Ramsar sites within 2000m of the study site:	
7.6 Records of Ancient Woodland within 2000m of the study site:	
7.7 Records of Local Nature Reserves (LNR) within 2000m of the study site:	
7.8 Records of World Heritage Sites within 2000m of the study site:	
7.9 Records of Environmentally Sensitive Areas within 2000m of the study site:	
7.10 Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:	
7.11 Records of National Parks (NP) within 2000m of the study site:	
7.12 Records of Nitrate Sensitive Areas within 2000m of the study site:	
7.13 Records of Nitrate Vulnerable Zones within 2000m of the study site:	41
8Natural	Hazards
Findings	42
8.1 Detailed BGS GeoSure Data	
8.1.1 Shrink Swell	
8.1.2 Landslides	
8.1.3 Soluble Rocks	
8.1.4 Compressible Ground	
8.1.5 Collapsible Rocks	
8.1.6 Running Sand	
-	
9 Mining	
9.1 Coal Mining	
9.2 Shallow Mining	
9.3 Brine Affected Areas	
Contact Details	45
Standard Terms and Conditions	46

Overview of Findings

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

Section 1: Environmental Permits, Incidents and Registers	On-sit	e	0-50m	51-25	0 29	51-500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
1.1.1 Records of historic IPC Authorisations	0		0	0		0
1.1.2 Records of Part A(1) and IPPC Authorised Activities	0		0	0		0
1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0		0	0		0
1.1.4 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0		0	0		0
1.1.5 Records of List 1 Dangerous Substances Inventory sites	0		0	0		0
1.1.6 Records of List 2 Dangerous Substances Inventory sites	0		0	0		0
1.1.7 Records of Part A(2) and Part B Activities and Enforcements	0		0	0		0
1.1.8 Records of Category 3 or 4 Radioactive Substances Authorisations	0		0	0		0
1.1.9 Records of Licensed Discharge Consents	0		0	0		6
1.1.10 Records of Planning Hazardous Substance Consents and Enforcements	0		0	0		0
1.2 Records of COMAH and NIHHS sites	0		0	0		0
1.3 Environment Agency Recorded Pollution Incidents						
1.3.1 National Incidents Recording System, List 2	0		0	1		0
1.3.2 National Incidents Recording System, List 1	0		0	0		1
1.4 Sites Determined as Contaminated Land under Part 2A EPA 1990	0		0	0		0
Section 2: Landfill and Other Waste Sites	On-site	0-50m	51-250	251-500	501-1000	1000- 5000
2.1 Landfill Sites						
2.1.1 Environment Agency Registered Landfill Sites	0	0	0	1	0	Not searched
2.1.2 Environment Agency Historic Landfill Sites	0	0	0	1	3	4
2.1.3 BGS/DoE Landfill Site Survey	0	0	0	0	0	1
2.1.4 GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	2
2.2 Landfill and Other Waste Sites Findings						
2.2.1 Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	1	0	0	2	Not searched	Not searched
2.2.2 Environment Agency Licensed Waste Sites	0	0	0	0	10	2

Section 3: Current Land Use	On-site	0-50m	51-250	251-500
3.1 Current Industrial Sites Data	0	0	2	Not searched
3.2 Records of Petrol and Fuel Sites	0	0	0	0
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0

Section 4: Geology	
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site?	Yes
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site?	None
4.3 For records of Bedrock and Solid Geology beneath the study site see the detailed findings section.	

Section 5: Hydrogeology and Hydrology	0-500m						
5.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site?	Yes						
5.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site?	Yes						
	On-site 0-50m 51-250 251-500 501-1000				1000- 2000		
5.3 Groundwater Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	0	
5.4 Surface Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	2	0	
5.5 Potable Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	0	
5.6 Source Protection Zones (within 500m of the study site)	0	0	0	0	Not searched	Not searched	
	On-site	0-50m	51-250	251-500	501-1000	1000- 1500	
5.7 Is there any Environment Agency information on river quality within 1500m of the study site?	No	No	No	No	No	No	
5.8 Detailed River Network entries within 500m of the site	0	1	8	11	Not searched	Not searched	
5.9 Surface water features within 250m of the study site	Yes	Yes	Yes	Not searched	Not searched	Not searched	

Section 6: Flooding 6.1 Are there any Environment Agency indicative Zone 2 floodplains No within 250m of the study site? $6.2\,$ Are there any Environment Agency indicative Zone 3 floodplains No within 250m of the study site? 6.3 Are there any Flood Defences within 250m of the study site? No 6.4 Are there any areas benefiting from Flood Defences within 250m No of the study site? 6.5 Are there any areas used for Flood Storage within 250m of the No study site? 6.6 What is the maximum BGS Groundwater Flooding susceptibility Very High within 50m of the study site? 6.7 What is the BGS confidence rating for the Groundwater Flooding High susceptibility areas?

Section 7: Designated Environmentally Sensitive Sites	On-site	0-50m	51-250	251-500	501-1000	1000- 2000
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0
7.3 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
7.4 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
7.5 Records of Ramsar sites	0	0	0	0	0	0
7.6 Records of Ancient Woodlands	0	0	0	0	1	0
7.7 Records of Local Nature Reserves (LNR)	0	0	0	0	0	1
7.8 Records of World Heritage Sites	0	0	0	0	0	0
7.9 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
7.10 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
7.11 Records of National Parks	0	0	0	0	0	0
7.12 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
7.13 Records of Nitrate Vulnerable Zones	0	1	0	0	1	0

Section 8: Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?

Very Low

Section 9: Mining	
9.1 Are there any coal mining areas within 75m of the study site?	No
9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site?	Low-Moderate
9.3 Are there any brine affected areas within 75m of the study site?	No

Using this report

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

1. Environmental Permits, Incidents and Registers

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

2. Landfills and Other Waste Sites

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

3. Current Land Uses

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

4. Geology

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

5. Hydrogeology and Hydrology

Provides information on productive strata within the bedrock and superficial geological layers, abstraction licenses, Source Protection Zones (SPZs) and river quality. These searches are conducted using radii of up to 2000m.

6. Flooding

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

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites and Scheduled Ancient Woodland. These searches are conducted using radii of up to 2000m.

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

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

Note: Maps

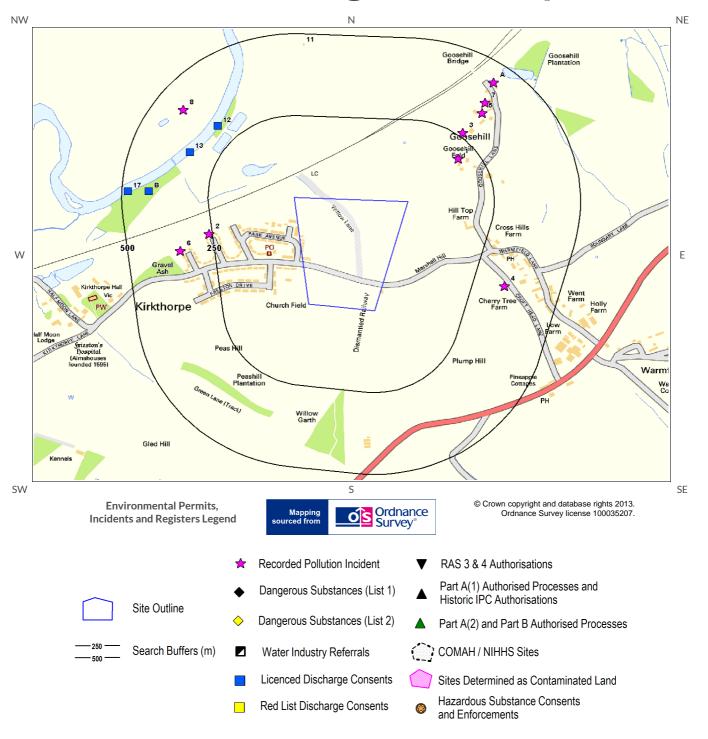
Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes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

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

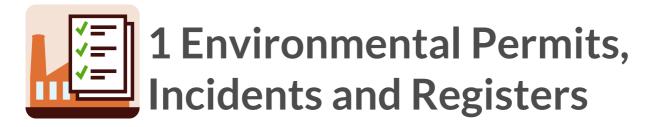
All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.



1 Environmental Permits, Incidents and Registers Map







1.1 Industrial Sites Holding Licences and/or Authorisations

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

1.1.1 Records of historic IPC Authorisations within 500m of the study site: Database searched and no data found.	C
Database searched and no data found.	
1.1.2 Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	0
Database searched and no data found.	
1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site:	of C
Database searched and no data found.	
1.1.4 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site:	C
Database searched and no data found.	
1.1.5 Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:	С
Database searched and no data found.	



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

0

Database searched and no data found.

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

0

Database searched and no data found.

1.1.8 Records of Category 3 or 4 Radioactive Substances Authorisations:

0

Database searched and no data found.

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

6

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

ID	Distance	Direction	NGR	Det	ails
12	312.0	NW	436500 421500	Address: St.johns Occs, Off New Land Lane, Normanton, Wakefield, West Yorkshire Effluent Type: Trade Discharges - Unspecified Permit Number: WA5837 Permit Version: 1	Receiving Water: River Calder Status: Revoked (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 7/12/1989 Effective Date: 7/12/1989 Revocation Date: 14/6/1995
13	333.0	NW	436420 421420	Address: C.e.g.b.wakefield Power Station,(as, H Ponds),doncaster Road,wakefiel, D. Effluent Type: Trade Discharges - Process Effluent - Not Water Company Permit Number: 963 Permit Version: 1	Receiving Water: Ash Ponds.*to River Calder. Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: 1/4/1983 Effective Date: 1/4/1983 Revocation Date: 16/8/1990
14 B	423.0	W	436300 421300	Address: Kirkthorpe Stw (ceased) Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: E737(SS) Permit Version: 3	Receiving Water: - Status: Revoked - Unspecified Issue date: 1/9/1989 Effective Date: 1/9/1989 Revocation Date: 7/4/1994
15 B	423.0	W	436300 421300	Address: Kirkthorpe Stw (ceased) Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: E737(SS) Permit Version: 1	Receiving Water: - Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: 1/1/1982 Effective Date: 1/1/1982 Revocation Date: -
16 B	423.0	W	436300 421300	Address: Kirkthorpe Stw (ceased) Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: E737(SS) Permit Version: 2	Receiving Water: - Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: - Effective Date: - Revocation Date: 31/8/1989



ID	Distance	Direction	NGR	Det	tails
17	483.0	W	436240 421300	Address: St.johns Occs, Normanton, Wakefield, West Yorkshire Effluent Type: Trade Discharges - Unspecified Permit Number: C4335 Permit Version: 2	Receiving Water: R.calder Status: Consent Revoked - Discharge Ceased (wra 91, Sched 10 & 6) Issue date: 12/7/1986 Effective Date: 12/7/1986 Revocation Date: 3/6/1998

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

0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

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

0

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

1.3.1 Records of National Incidents Recording System, List 2 within 500m of the study site:

10

The following NIRS List 2 records are represented as points on the Authorisations, Incidents and Registers Map:

ID	Distance	Direction	NGR	De	tails
1	195.0	NE	437197 421400	Incident Date: 25/09/2002 Incident Identification: 110439 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Fumes	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 2 (Significant)
2	260.0	W	436475 421171	Incident Date: 06/06/2002 Incident Identification: 83180 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Other Atmospheric Pollutant or Effect	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 3 (Minor)
3	264.0	NE	437210 421480	Incident Date: 09/08/2001 Incident Identification: 22969 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Other Atmospheric Pollutant or Effect	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 3 (Minor)
4	339.0	Е	437330 421010	Incident Date: 08/02/2002 Incident Identification: 57155 Pollutant: Inert Materials and Wastes Pollutant Description: Other Inert Material or Waste	Water Impact: Category 4 (No Impact) Land Impact: Category 3 (Minor) Air Impact: Category 4 (No Impact)



ID	Distance	Direction	NGR	Def	tails
5	345.0	NE	437265 421540	Incident Date: 25/09/2002 Incident Identification: 110426 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Fumes	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 2 (Significant)
6	349.0	W	436392 421118	Incident Date: 01/09/2003 Incident Identification: 186440 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Landfill Odour	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 3 (Minor)
7	375.0	NE	437274 421571	Incident Date: 09/09/2003 Incident Identification: 188694 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Dust	Water Impact: Category 4 (No Impact) Land Impact: Category 3 (Minor) Air Impact: Category 3 (Minor)
8	420.0	NW	436400 421550	Incident Date: 19/02/2002 Incident Identification: 59312 Pollutant: Inert Materials and Wastes Pollutant Description: Other Inert Material or Waste	Water Impact: Category 4 (No Impact) Land Impact: Category 3 (Minor) Air Impact: Category 4 (No Impact)
9A	441.0	NE	437299 421634	Incident Date: 23/09/2003 Incident Identification: 191964 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Other Atmospheric Pollutant or Effect	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 3 (Minor)
10A	441.0	NE	437299 421634	Incident Date: 07/10/2003 Incident Identification: 194767 Pollutant: Atmospheric Pollutants and Effects Pollutant Description: Other Atmospheric Pollutant or Effect	Water Impact: Category 4 (No Impact) Land Impact: Category 4 (No Impact) Air Impact: Category 3 (Minor)

1.3.2 Records of National Incidents Recording System, List 1 within 500m of the study site:

1

The following NIRS List 1 records are represented as points on the Authorisations, Incidents and Registers Map:

ID	Distance	Direction	NGR	De	etails
11	469.0	N	436750 421750	Incident Date: 03-Aug-2000 Incident Identification: 11930.0 Catchments Name: CALDER AND TRIBS Water Description: RIVER STRETCH (FRESHWATER) Water Course: RIVER AIRE Incident Substantiated: Yes	Priority Description: 1 Day (24 Hours) Waste Description: Not Available Water Impact: Significant Impact Land Impact: No Impact Air Impact: No Impact Pollutant:



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

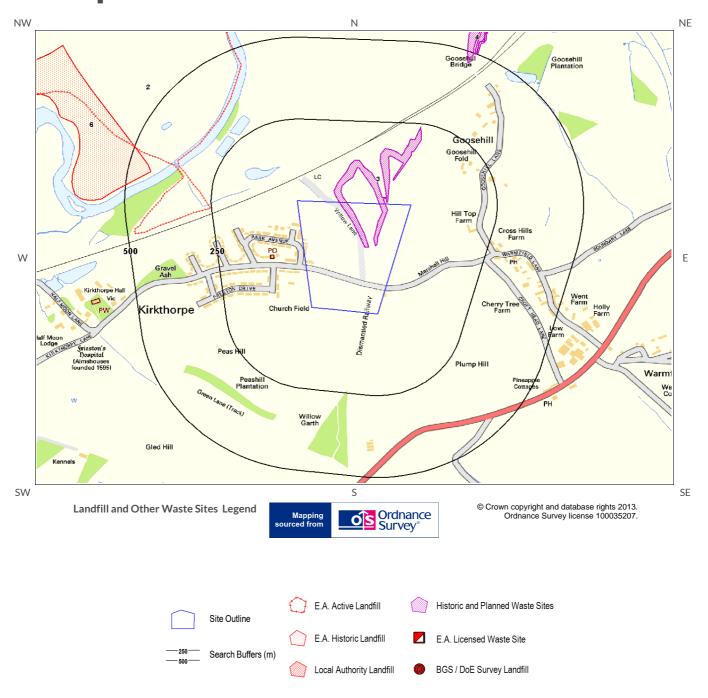
How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?

0

Database searched and no data found.



2 Landfill and Other Waste Sites Map







2 Landfill and Other Waste Sites

2.1 Landfill Sites

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

1

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

ID	Distance (m)	Direction	NGR	De	tails
2	252.0	W	436140 422090	Address: Welbeck Landfill SiteBoundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Landfill Reference: -9999.0 Environmental Permitting Regulations (Waste) Reference: - Landfill Type: WASTE LANDFILLING; >10 T/D WITH CAPACITY >25,000T EXCLUDING INERT WASTE	Operator: Welbeck Waste Management Ltd Status: Effective IPPC Reference: EPR Reference:

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

8

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

ID	Distance (m)	Direction	NGR	Details	
6	434.0	W	435900 421800	Site Address: Gravel Pits, Welbeck Quarries, Wakefield Waste Licence: Yes Site Reference: 4700/0278 Waste Type: Industrial, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 09-Oct-1981 Licence Surrendered: 08-Apr-1992 Licence Hold Address: Beckwith Knowle, Otley Road, Harrorgate Operator: -
Not shown	914.0	NW	435700 421600	Site Address: Welbeck Quarry, Welbeck Lane, Eastmoor, Wakefield Waste Licence: Yes Site Reference: 4700/0534 Waste Type: Inert, Commercial, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 22-Jan-1986 Licence Surrendered: 31-May-1986 Licence Hold Address: Black Bull Street, Leeds Operator: -
Not shown	924.0	SE	437700 420300	Site Address: Land Adjacent to Crossley Street, New Sharlston, Wakefield Waste Licence: Yes Site Reference: 4700/0627, 4700/0691 Waste Type: Inert, Commercial Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 23-Nov-1988 Licence Surrendered: 16-Mar-1993 Licence Hold Address: Low Farm, Warmfield, Wakefield Operator: Mr E Smith



ID	Distance (m)	Direction	NGR	Details	
Not shown	936.0	NW	435600 421700	Site Address: Welbeck Quarry, Welbeck Lane, Eastmoor, Wakefield Waste Licence: Yes Site Reference: 4700/0318 Waste Type: Inert, Industrial, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 02-Apr-1982 Licence Surrendered: 30-Jul-1987 Licence Hold Address: Black Bull Street, Lee Operator: -
Not shown	1151.0	NE	437600 422400	Site Address: Normanton Brickworks, Normanton, Wakefield Waste Licence: Yes Site Reference: 679, 4700/WY057, 4700/WY103 Waste Type: Inert, Industrial, Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 03-Aug-1981 Licence Surrendered: Licence Hold Address: - Operator: West Yorkshire Metropolitan County Council
Not shown	1169.0	NE	438000 422100	Site Address: Normanton Uuban District Council, Normanton, West Yorkshire Waste Licence: - Site Reference: 4700/WY041 Waste Type: Commercial, Household, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Normanton Urban District Counc
Not shown	1177.0	W	435300 420500	Site Address: Disused Workings - Wakefield Power Station, Doncaster Road, Low Wood, Wakefield Waste Licence: Yes Site Reference: 4700/0369 Waste Type: Inert, Industrial, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: 16-Aug-1983 Licence Surrendered: 20-Aug-1991 Licence Hold Address: Beckwith Knowle, Otley Road, Harrogate Operator: -
Not shown	1417.0	W	435300 420500	Site Address: Wakefield 'B', Wakefield, West Yorkshire Waste Licence: - Site Reference: - Waste Type: - Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Central Electricity Generating Board

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

1

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

ID	Distance (m)	Direction	NGR		Details
Not shown	1261.0	NE	43800 0.0 42210 0.0	Address: Newland Lane Tip, Normanton, West Yorks BGS Number: 109.0	Risk: Risk to minor aquifer Waste Type: N/A



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

2

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

ID	Distance (m)	Direction	NGR Site Address	Source	Data Type
Not show	n 1250.0	NE	Refuse Tip	1973 mapping	Polygon
Not show	n 1252.0	NE	Refuse Tip	1968 mapping	Polygon

2.2 Other Waste Sites

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

3

The following waste treatment, transfer or disposal sites records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance (m)	e Direction	NGR			Details
3	0.0	On Site	436841 421304	Type of Site: Ground Workings and Refuse Heap Site Address: N/A	Planning Application Reference: N/A Date: 1893	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon
4	466.0	N	437237 421800	Type of Site: Ground Workings and Refuse Heap Site Address: N/A	Planning Application Reference: N/A Date: 1922	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon
5	499.0	NE	437271 421811	Type of Site: Ground Workings and Refuse Heap Site Address: N/A	Planning Application Reference: N/A Date: 1952	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon



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

12

The following waste treatment, transfer or disposal sites records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance (m)	Direction	NGR	Details		
Not shown	669.0	NW	436300 421800	Site Address: Off Boundary Lane, Normanton, Wakefield, WF6 2JA Type: Household, Commercial & Industrial Waste Landfill Size: >= 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WEL004 EPR reference: - Operator: Welbeck Waste Management Ltd Waste Management licence No: 61907 Annual Tonnage: 0.0	Issue Date: 30/01/1998 Effective Date: - Modified: 23/05/2002 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Modified Site Name: Welbeck Landfill Site Correspondence Address: -, 2, The Embankment, Sovereign Street, Leeds, LS1 4BG	
Not shown	669.0	NW	436300 421800	Site Address: Off Boundary Lane, Normanton, Wakefield, WF6 2JA Type: Co-Disposal Landfill Site Size: >= 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WEL004 EPR reference: - Operator: Welbeck Waste Management Ltd Waste Management licence No: 61907 Annual Tonnage: 0.0	Issue Date: 30/01/1998 Effective Date: - Modified: 23/05/2002 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Modified Site Name: Welbeck Landfill Site Correspondence Address: -, 2, The Embankment, Sovereign Street, Leeds, LS1 4BG	
Not shown	669.0	NW	436300 421800	Site Address: Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Household, Commercial & Industrial Waste Landfill Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WEL004 EPR reference: EA/EPR/NP3798ZH/V002 Operator: Welbeck Waste Management Ltd Waste Management licence No: 61907 Annual Tonnage: 1000000.0	Issue Date: 30/01/1998 Effective Date: - Modified: 22/04/2005 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: IPPC Site Name: Welbeck Landfill Site Correspondence Address: -, -	
Not shown	749.0	NW	436300 421900	Site Address: H W S, Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Composting Facility Size: >= 25000 tonnes < 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES003 EPR reference: EA/EPR/EP3998ZU/V002 Operator: Welbeck Waste Management Ltd Waste Management licence No: 61915 Annual Tonnage: 52000.0	Issue Date: 08/03/1996 Effective Date: - Modified: 31/08/2001 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Modified Site Name: Welbeck Composting Correspondence Address: -, -	
Not shown	749.0	NW	436300 421900	Site Address: H W S, Off Boundary Lane, Normanton, Wakefield, WF6 2JA Type: Biological Treatment Facility Size: >= 25000 tonnes < 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES003 EPR reference: - Operator: Welbeck Waste Management Limited Waste Management licence No: 61915 Annual Tonnage: 0.0	Issue Date: 08/03/1996 Effective Date: - Modified: 31/08/2001 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Modified Site Name: Welbeck Composting Correspondence Address: -, 3 Sidings Court, White Rose Way, Doncaster, DN4 5NU	



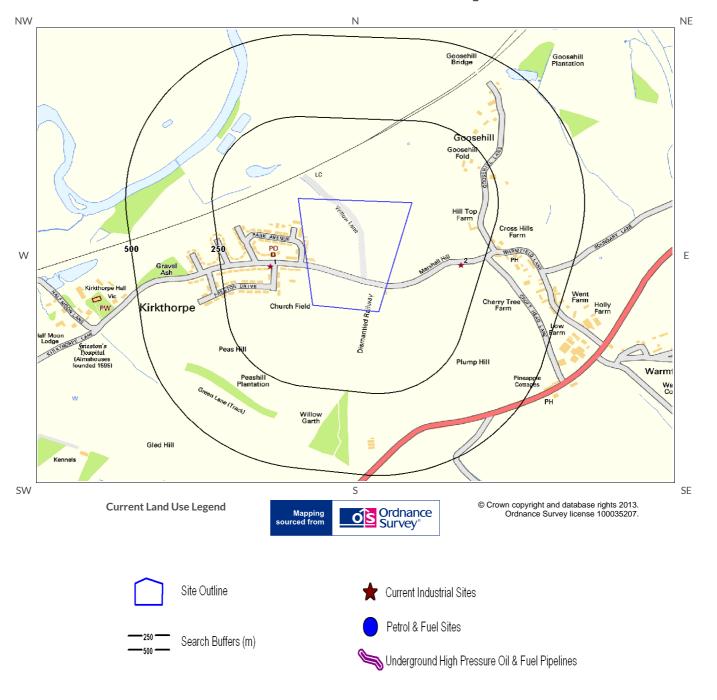
ID	Distance (m)	Direction	NGR	De	tails
Not shown	749.0	NW	436300 421900	Site Address: H W S, Off Boundary Lane, Normanton, Wakefield, WF6 2JA Type: Composting Facility Size: >= 25000 tonnes < 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES003 EPR reference: - Operator: Welbeck Waste Management Limited Waste Management licence No: 61915 Annual Tonnage: 0.0	Issue Date: 08/03/1996 Effective Date: - Modified: 31/08/2001 Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Modified Site Name: Welbeck Composting Correspondence Address: -, 3 Sidings Court, White Rose Way, Doncaster, DN4 5NU
Not shown	896.0	N	437280 422135	Site Address: Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Household Waste Amenity Site Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES002 EPR reference: - Operator: The Council Of The City Of Wakefield Waste Management licence No: 61916 Annual Tonnage: 7499.0	Issue Date: 08/03/1996 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Welbeck Household Waste Recycling Centre Correspondence Address: -, Wakefield Transfer Loading Station, Denby Dale Road, Wakefield, West Yorkshire, WF2 7AH
Not shown	896.0	N	437280 422135	Site Address: Land/premises At, Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Household Waste Amenity Site Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES002 EPR reference: EA/EPR/BP3299SG/A001 Operator: Wakefield Council Waste Management licence No: 61916 Annual Tonnage: 7499.0	Issue Date: 08/03/1996 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Welbeck Household Waste Recycling Centre Correspondence Address: -, -
Not shown	896.0	N	437280 422135	Site Address: Wellbeck H W S, Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Household Waste Amenity Site Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: SHA122 EPR reference: EA/EPR/EB3139AM/T001 Operator: Shanks Waste Management Ltd Waste Management licence No: 61916 Annual Tonnage: 7499.0	Issue Date: 08/03/1996 Effective Date: 25/02/2013 Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Transferred Site Name: Welbeck Household Waste Site Correspondence Address: -, -
Not shown	896.0	N	437280 422135	Site Address: Off Boundary Lane, Normanton, Wakefield, West Yorkshire, WF6 2JA Type: Household Waste Amenity Site Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WES002 EPR reference: - Operator: The Council Of The City Of Wakefield Waste Management licence No: 61916 Annual Tonnage: 0.0	Issue Date: 08/03/1996 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Welbeck H W S Correspondence Address: -
Not shown	1028.0	NW	436100 422100	Site Address: Welbeck, Boundary Lane, Normanton, Wakefield, Yorkshire, WF6 2JA Type: Composting in open windrows Size: < 25000 tonnes Environmental Permitting Regulations (Waste) Licence Number: WEL077 EPR reference: EA/EPR/CB3634RR/A001 Operator: Welbeck Waste Management Ltd Waste Management licence No: 103463 Annual Tonnage: 74999.0	Issue Date: 16/11/2011 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Welbeck Correspondence Address: -, -



D	Distance (m)	Direction	NGR	De	etails
Not shown	1209.0	N	437414 422423	Site Address: Rudd Quarry, Newland Lane, Altofts, Normanton, West Yorkshire, WF6 2JD Type: Inert LF Size: >= 25000 tonnes < 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: NAY009 EPR reference: EA/EPR/AP3497LQ/A001 Operator: Naylor Industries Plc Waste Management licence No: 100480 Annual Tonnage: 49999.0	Issue Date: 21/07/2010 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Rudd Quarry Correspondence Address: -, -



3 Current Land Use Map







3 Current Land Uses

3.1 Current Industrial Data

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

2

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

ID	Distance (m)	Direction	Company	NGR	Address	Activity	Category
1	108.0	W	Electricity Sub Station	436641 421073	WF1	Electrical Features	Infrastructure and Facilities
2	190.0	Е	Tank	437194 421077	WF1	Tanks (Generic)	Industrial Features

3.2 Petrol and Fuel Sites

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

0

Database searched and no data found.

3.3 Underground High Pressure Oil and Gas Pipelines

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

0

Database searched and no data found.





4.1 Artificial Ground and Made Ground

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

Lex Code	Description	Rock Type
MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT

4.2 Superficial Ground and Drift Geology

Database searched and no data found.

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

4.3 Bedrock and Solid Geology

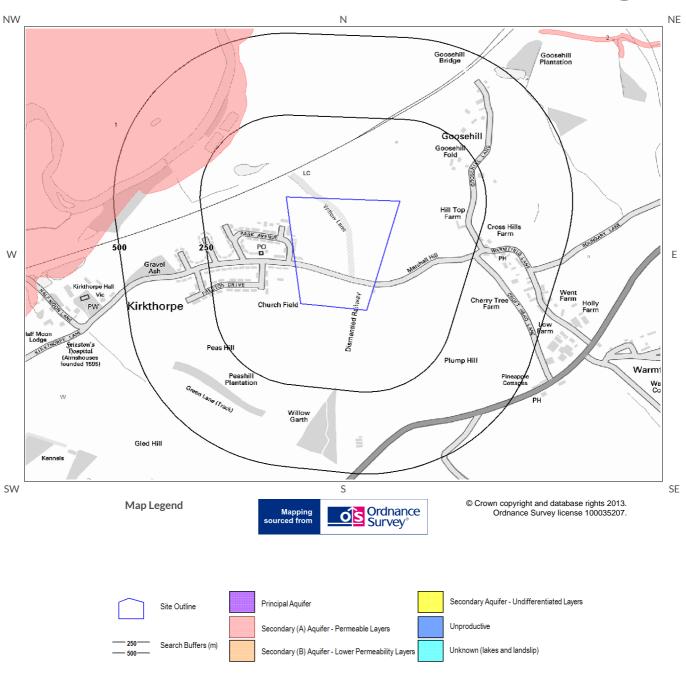
The database has been searched on site, including a 50m buffer.

Lex Code	Description	Rock Type
OR-SDST	OAKS ROCK	SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE

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

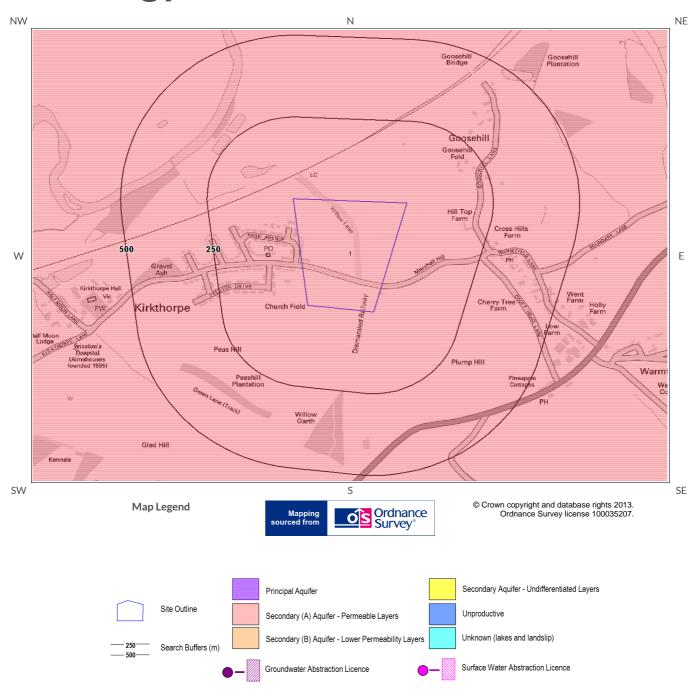


5 Hydrogeology and Hydrology 5a Aquifer Within Superficial Geology



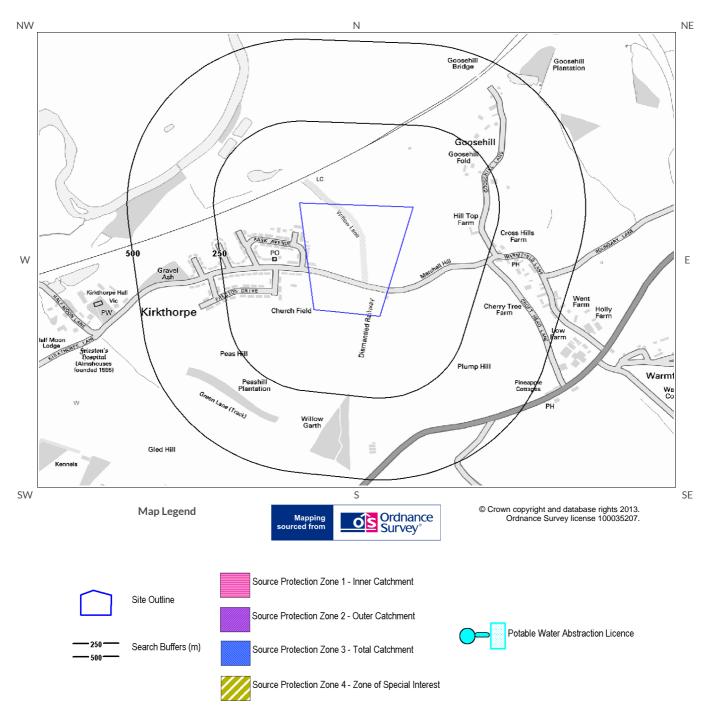


5b Aquifer Within Bedrock Geology and Abstraction Licenses



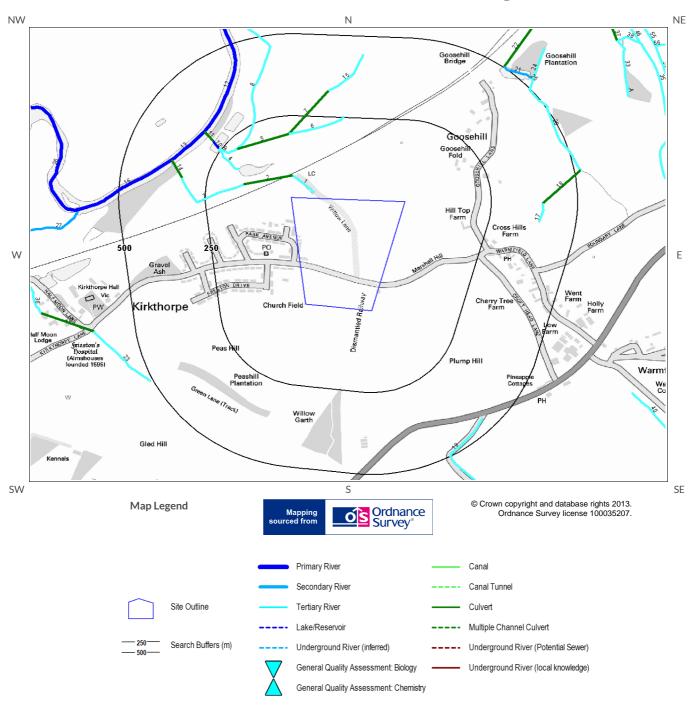


5c Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses





5d Hydrology – Detailed River Network and River Quality







5.1 Aquifer within Superficial Deposits

Are there records of productive strata within the superficial geology at or in proximity to the property?

Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Superficial Geology Map (5a):

ID	Distance (m)	Direction	Designation	Description
1	231.0	NW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.2 Aguifer within Bedrock Deposits

Are there records of productive strata within the bedrock geology at or in proximity to the property?

Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Bedrock Geology Map (5b):

ID	Distance (m)	Direction	Designation	Description
1	0.0	On Site	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 2000m of the study site?

No

Database searched and no data found.



5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 2000m of the study site?

Yes

The following Surface Water Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance (m)	Direction	NGR	Details	
Not shown	903.0	W	435820 421260	Licence No: 2/27/13/208 Details: Hydroelectric Power Generation Direct Source: Surface Water Point: River Calder Data Type: Point	Annual Volume (m³): 480000000 Max Daily Volume (m³): 1730000 Application No: 6998 Original Start Date: 13/3/2002 Expiry Date: 31/3/2015 Issue No: 2 Version Start Date: 16/6/2005 Version End Date:
Not shown	903.0	W	435820 421260	Licence No: 2/27/13/208 Details: Hydroelectric Power Generation Direct Source: Surface Water Point: River Calder - Kirkthorpe Weir Data Type: Point	Annual Volume (m³): 480000000 Max Daily Volume (m³): 1730000 Application No: 6998 Original Start Date: 13/3/2002 Expiry Date: 31/3/2015 Issue No: 3 Version Start Date: 21/1/2008 Version End Date:

5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site?

No

Database searched and no data found.

5.6 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site?

No

Database searched and no data found.

5.7 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site?

No



5.7.1 Biological Quality:	
	Database searched and no data found.
5.7.2 Chemical Quality:	
	Database searched and no data found.



5.8 Detailed River Network

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

Yes

The following Detailed River Network records are represented on the Hydrology Map (5d):



ID Distance (m)		Direction	Details		
1	17.0	N	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
2	65.0	N	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
3	144.0	W	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
4	176.0	NW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
5	188.0	N	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
6	194.0	N	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
7	194.0	N	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
8	215.0	NW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
9	217.0	NW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
10	257.0	NW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Lake/Resivoir Main River Status: Currently Undefined	
11	283.0	NW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
12	323.0	NW	River Name: River Calder Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined	
13	323.0	NW	River Name: River Calder Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined	
14	323.0	W	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
15	330.0	N	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
16	365.0	W	River Name: River Calder Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined	
17	393.0	E	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
18	399.0	E	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined	
19	460.0	SE	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	
20	486.0	NE	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined	



5.9 Surface Water Features

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

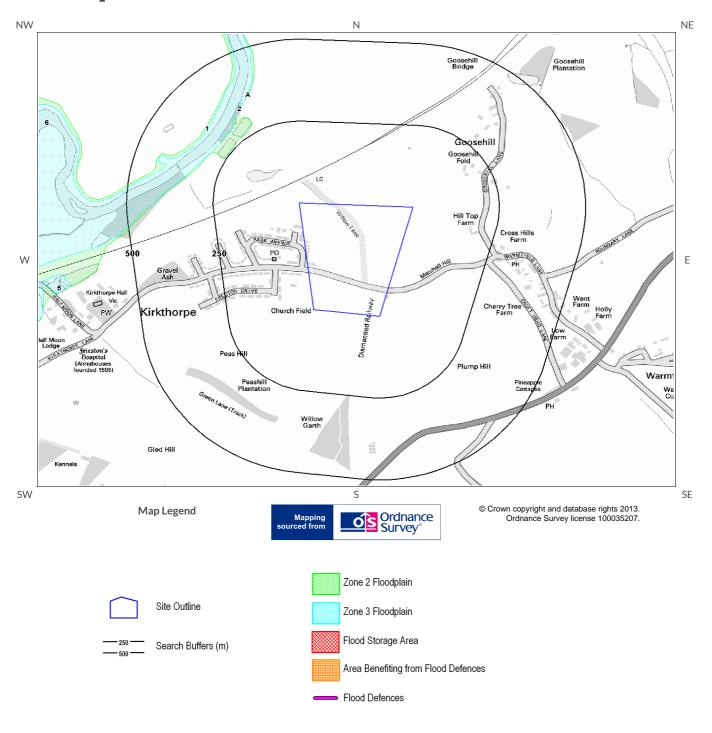
Yes

The following surface water records are not represented on mapping:

Distance (m)	Direction
0.0	On Site
0.0	On Site
115.0	NW
0.0	On Site
0.0	On Site
17.0	N
115.0	NW
144.0	W
176.0	NW
194.0	N
215.0	NW
237.0	NW



6 Environment Agency Flood Map







6.1 Zone 2 Flooding

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

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain?
Database searched and no data found.
6.2 Zone 3 Flooding
Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.
Is the site within 250m of an Environment Agency indicative Zone 3 floodplain?
Database searched and no data found.
6.3 Flood Defences
Are there any Flood Defences within 250m of the study site?
Database searched and no data found.
6.4 Areas benefiting from Flood Defences
Are there any areas benefiting from Flood Defences within 250m of the study site?
6.5 Areas benefiting from Flood Storage
Are there any areas used for Flood Storage within 250m of the study site?



6.6 Groundwater Flooding Susceptibility Areas

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

Yes

6.6.2 What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions?

Very High

6.7 Groundwater Flooding Confidence Areas

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

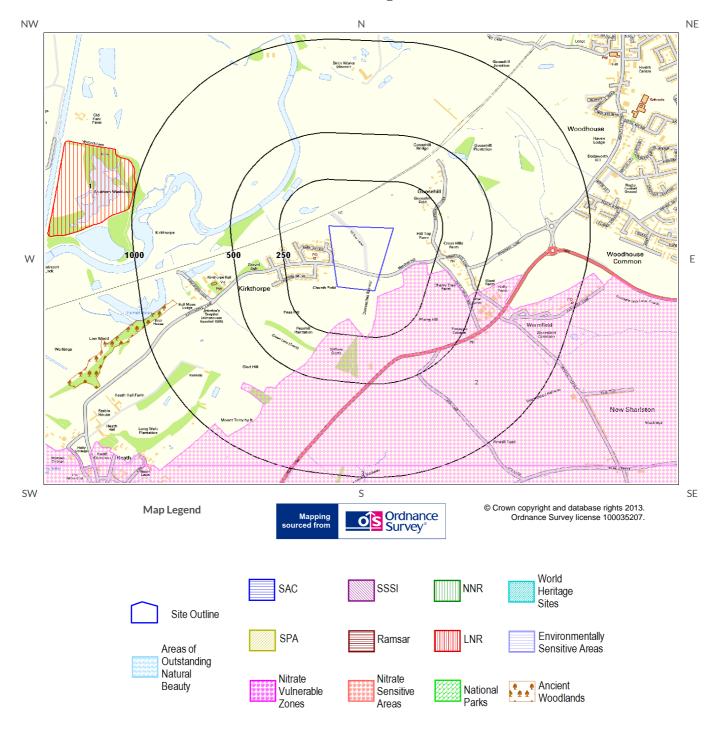
High

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

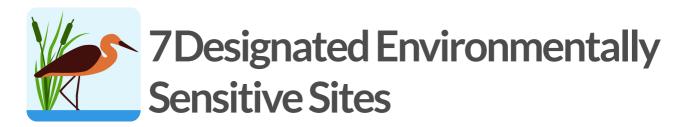
The confidence rating is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a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



7 Designated Environmentally Sensitive Sites Map







Presence of Designated Environmentally Sensitive Sites within 2000m of the study site?	Ye
7.1 Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:	_
Database searched and no data found.	
7.2 Records of National Nature Reserves (NNR) within 2000m of the study site:	_
Database searched and no data found.	
7.3 Records of Special Areas of Conservation (SAC) within 2000m of the study site:	_
Database searched and no data found.	
7.4 Records of Special Protection Areas (SPA) within 2000m of the study site:	_
Database searched and no data found.	
7.5 Records of Ramsar sites within 2000m of the study site:	_
Database searched and no data found.	



7.6 Records of Ancient Woodland within 2000m of the study site:

1

The following Ancient Woodland records are supplied by English Nature/Scottish Natural Heritage/Countryside Council for Wales and are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	Ancient Woodland Name	Data Source
4	819.0	W	LOW WOOD	Ancient and Semi-Natural Woodland

7.7 Records of Local Nature Reserves (LNR) within 2000m of the study site:

1

The following Local Nature Reserve (LNR) records provided by Natural England/Countryside Council for Wales and Scottish Natural Heritage are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	LNR Name	Data Source
1	1004.0	W	Southern Washlands	Natural England

 $7.8\ Records\ of\ World\ Heritage\ Sites\ within\ 2000m\ of\ the\ study\ site:$

0

Database searched and no data found.

7.9 Records of Environmentally Sensitive Areas within 2000m of the study site:

0

Database searched and no data found.

7.10 Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:

0

Database searched and no data found.



7.11 Records of National Parks (NP) within 2000m of the study site:

0

Database searched and no data found.

7.12 Records of Nitrate Sensitive Areas within 2000m of the study site:

0

Database searched and no data found.

7.13 Records of Nitrate Vulnerable Zones within 2000m of the study site:

2

The following Nitrate Vulnerable Zone records produced by DEFRA are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	NVZ Name	Data Source
2	35.0	SE	NVZ Area	DEFRA
3	935.0	S	NVZ Area	DEFRA





8.1 Detailed BGS GeoSure Data

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

8.1.1 Shrink Swell

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

Very Low

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

Hazard

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

8.1.2 Landslides

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

Low

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

Hazard

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

8.1.3 Soluble Rocks

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

Null - Negligible

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

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



8.1.4 Compressible Ground

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

Very Low

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

Hazard

Very low potential for compressible deposits to be present. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

8.1.5 Collapsible Rocks

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

Very Low

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

Hazard

Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

8.1.6 Running Sand

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

Very Low

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

Hazard

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

Report Reference: HMD-1195699 Client Reference: Kirkthorpe

43

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





9.1 Coal Mining

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

Yes

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

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

9.2 Shallow Mining

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

Low-Moderate

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

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site?

No

Guidance: No Guidance Required.



Contact Details

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



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



National Customer Contact Centre, PO Box 544 Rotherham, S60 1BY Tel: 08708 506 506

Web:www.environment-agency.gov.uk Email:enquiries@environment-agency.gov.uk



Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG

https://www.gov.uk/government/organisations/public-healthengland

Email:enquiries@phe.gov.uk Main switchboard: 020 7654 8000

The Coal Authority

200 Lichfield Lane Mansfield Notts NG18 4RG Tel: 0845 762 6848 DX 716176 Mansfield 5 www.coal.gov.uk

Ordnance Survey

Romsey Road Southampton SO16 4GU Tel: 08456 050505

Local Authority
Authority: City of Wakefield Metropolitan District Council
Phone: 01924 306090
Web: www.wakefield.gov.uk
Address: Town Hall, Wood Street, Wakefield, WF1 2HQ

Gemapping PLC

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















Acknowledgements: Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, English Nature who retain the Copyright and Intellectual Property Rights for the data. PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

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

 $\mbox{(v)}$ 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.
- $6.4\ \mbox{The Client shall,}$ 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);
- (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
 - (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;
- $\mbox{(xiii)} \qquad \mbox{loss or damage to a computer, software, modem, telephone or other property; and} \\$
- (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.
- $12.10\,\mathrm{The}$ 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. © GroundSure Limited June 2013



Black Rock Environmental Associates Ltd

16, Buckingham Crescent, Bradford, BD14 6EJ

GroundSure Reference:

HMD-1195700

Your Reference: Kin

Kirkthorpe

Report Date

28 Nov 2013

Report Delivery

Method:

Email - pdf

GroundSure Geoinsight

Address: Warmfield Lane Kirkthorpe Normanton, WF15TH

Dear Sir/ Madam,

Thank you for placing your order with GroundSure. Please find enclosed the **GroundSure GeoInsight** as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

Managing Director Groundsure Limited

Enc.

GroundSure GeoInsight



GroundSure Geolnsight

Address: Warmfield Lane Kirkthorpe Normanton, WF1 5TH

Date: 28 Nov 2013

Reference: HMD-1195700

Client: Black Rock Environmental Associates Ltd

NW NE



SW SE

Aerial Photograph Capture date: 26-Mar-2012 Site Size: 8.59ha

Contents Page

Contents Page	3
Overview of Findings	
1 Geology	
1.1 Artificial Ground Map	
1.1 Artificial Ground	
1.1.1Artificial/ Made Ground	
1.1.2 Permeability of Artificial Ground	
1.2 Superficial Deposits and Landslips Map	
1.2 Superficial Deposits and Landslips	
1.2.2 Permeability of Superficial Ground	
1.2.3 Landslip	9
1.2.4 Landslip Permeability	
1.3 Bedrock and Faults Map	
1.3 Bedrock, Solid Geology & Faults	
1.3.2 Permeability of Bedrock Ground	
1.3.3 Faults	12
1.3.4 Radon Affected Areas	
2 Ground Workings Map	
2 Ground Workings	
2.1 Historical Surface Ground Working Features derived from Historical Mapping	
2.2 Historical Underground Working Features derived from Historical Mapping	
2.3 Current Ground Workings	
3 Mining, Extraction & Natural Cavities Map	
3 Mining, Extraction & Natural Cavities	
3.1 Historical Mining	
3.2 Coal Mining	
3.3 Johnson Poole and Bloomer	
3.4 Non-Coal Mining	
3.5 Non-Coal Mining Cavities	
3.6 Natural Cavities	
3.8 Gypsum Extraction	
3.9 Tin Mining	
3.10 Clay Mining	
4 Natural Ground Subsidence	
4.1 Shrink-Swell Clay Map	
4.1 Shrink-Swell Clay Map	
4.3 Ground Dissolution Soluble Rocks Map	
4.4 Compressible Deposits Map	
4.5 Collapsible Deposits Map	
4.6 Running Sand Map	
4 Natural Ground Subsidence	
4.1 Shrink-Swell Clays	
4.2 Landslides	
4.3 Ground Dissolution of Soluble Rocks	
4.4 Compressible Deposits	
4.5 Collapsible Deposits	
4.6 Running Sands	
5 Borehole Records Map	
5 Borehole Records	
6 Estimated Background Soil Chemistry	



Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

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

Section 1:Geology						
1.1 Artificial Ground	$1.1.1\mathrm{ls}$ there any Artificial Ground/ Made Grostudy site?	$1.1.1\mathrm{ls}$ there any Artificial Ground/ Made Ground present beneath the study site?				
	1.1.2 Are there any records relating to permea within the study site boundary?	bility of artifici	al ground	Yes		
1.2 Superficial Geology and Landslips	$1.2.1\mathrm{Is}$ there any Superficial Ground/Drift Geothe study site?	ology present b	eneath	No		
	1.2.2 Are there any records relating to permea geology within the study site boundary?	bility of superf	icial	No		
	1.2.3 Are there any records of landslip within 500m of the study site boundary?			No		
	1.2.4 Are there any records relating to permea the study site boundary?	bility of landsli	ps within	No		
1.3 Bedrock, Solid Geology & Faults	$1.3.1\mathrm{Are}$ there any records of Bedrock/ Solid Geology within 500m of the study site boundary			No		
	1.3.2 Are there any records relating to permeability of bedrock within the study site boundary?			Yes		
	1.3.3 Are there any records of faults within 500m of the study site boundary?			Yes		
	1.3.4 Is the property in a Radon Affected Area Protection Agency (HPA) and if so what percerthe Action Level?	•			is in a Radon Af and 10% of pro ion Level	
	1.3.5 Is the property in an area where Radon P required for new properties or extensions to e in publication BR211 by the Building Research	xisting ones as	described	Basic radon pr necessary	rotective meas	ures are
Section 2:Ground	Workings	On-site	0-50m	51-250	251-500	501-1000
2.1 Historical Surface Mapping	Ground Working Features from Small Scale	18	6	19	Not Searched	Not Searched
2.2 Historical Underg	round Workings from Small Scale Mapping	0	0	1	3	1

0

0

0

2

2.3 Current Ground Workings

9

 $^{^{}st}$ This includes an automatically generated 50m buffer zone around the site



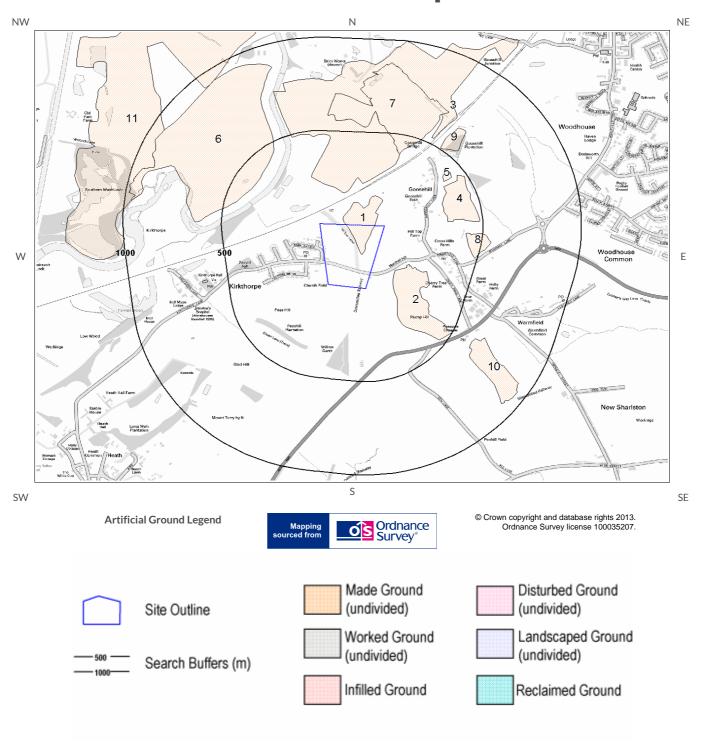
Section 3:Mining, Extraction & Natural Cavities	On-site	0-50m	51-250	251-500	501-1000
3.1 Historical Mining	0	0	1	3	1
3.2 Coal Mining	1	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining	0	0	0	0	0
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0

Section 4:Natural Ground Subsidence	On-si	te		
4.1 Shrink Swell Clay	Very Lo	OW		
4.2 Landslides	Low			
4.3 Ground Dissolution of Soluble Rocks	Null			
4.4 Compressible Deposits	Very Lo	OW		
4.5 Collapsible Deposits	Very Lo	OW		
4.6 Running Sand	Very Lo	OW		
Section 5:Borehole Records	On-site	0-50m	51-250	
5 BGS Recorded Boreholes	2	0	6	
Section 6:Estimated Background Soil Chemistry	On-site	0-50m	51-250	
6 Records of Background Soil Chemistry	10	2	7	



1 Geology

1.1 Artificial Ground Map







1 Geology1.1 Artificial Ground

1.1.1Artificial/ Made Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:078

Are there any records of Artificial/Made Ground within 500m of the study site boundary?

Yes

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT
2	116.0	Е	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
3	172.0	N	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT
4	312.0	Е	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
5	386.0	NE	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
6	389.0	NW	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT
7	396.0	N	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
8	416.0	Е	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT

1.1.2 Permeability of Artificial Ground

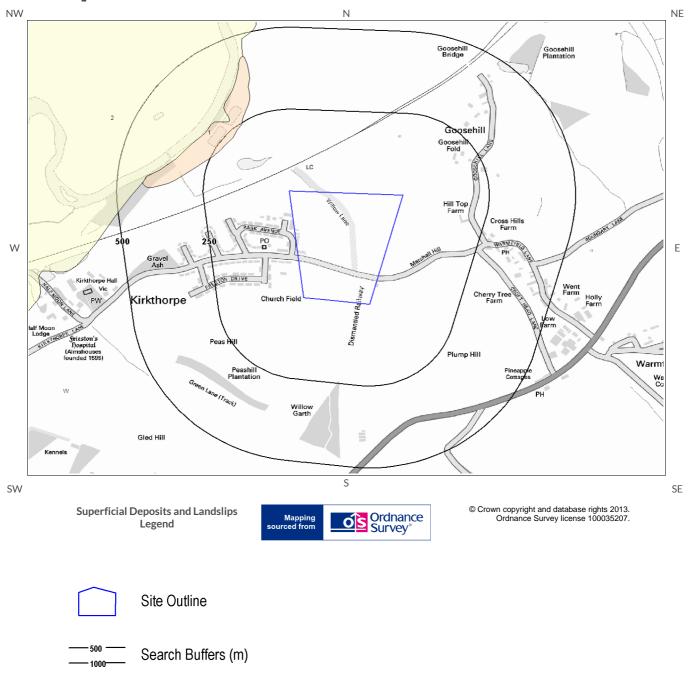
Are there any records relating to permeability of artificial ground within the study site boundary?

Yes

Distance (m)	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Intergranular	Very High	Very Low



1.2 Superficial Deposits and Landslips Map





1.2 Superficial Deposits and Landslips

1.2.1 Superficial Deposits/ Drift Geology

Are there any records of Superficial Deposits/ Drift Geology within 500m of the study site boundary?

Yes

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	231.0	NW	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
2	276.0	NW	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site boundary?

No

Database searched and no data found.

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary?

No

Database searched and no data found.

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site** boundary?

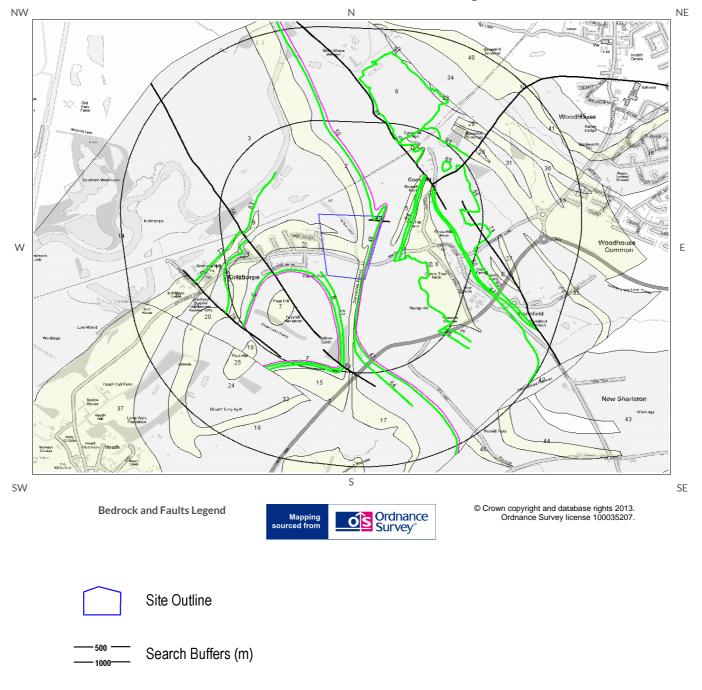
No

Database searched and no data found.

^{*} This includes an automatically generated 50m buffer zone around the site



1.3 Bedrock and Faults Map





1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:078

1.3.1 Bedrock/Solid Geology

Records of Bedrock/ Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Description	Rock Age
1	0.0	On Site	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
2	0.0	On Site	OR-SDST	Oaks Rock - Sandstone	Duckmantian (westphalian B)
3	0.0	On Site	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
4	0.0	On Site	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
5	72.0	Е	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
6	150.0	E	ACR-SDST	Ackton Rock - Sandstone	Bolsovian (westphalian C)
7	223.0	SW	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
8	300.0	NE	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
9	303.0	W	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
10	311.0	W	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
11D	323.0	NE	ACR-SDST	Ackton Rock - Sandstone	Bolsovian (westphalian C)
12	368.0	W	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
13	383.0	W	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
14	395.0	W	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
15	482.0	S	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
16	493.0	S	PMCM- MDSS	Pennine Middle Coal Measures Formation - Mudstone, Siltstone And Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)
17	500.0	S	PMCM- SDST	Pennine Middle Coal Measures Formation - Sandstone	Bolsovian (westphalian C) / Duckmantian (westphalian B)

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site boundary?

Yes

Distance (m)	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Fracture	High	Moderate
0.0	On Site	Fracture	Moderate	Low
0.0	On Site	Fracture	Moderate	Low

^{*} This includes an automatically generated 50m buffer zone around the site



1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary?

Yes

ID	Distance (m)	Direction	Category Description	Feature Description
47	0.0	On Site	FOSSIL_HORIZON	Fossil horizon, marine band
48	0.0	On Site	ROCK	Coal seam, inferred
49	0.0	On Site	FAULT	Normal fault, inferred
50	2.0	Е	FOSSIL_HORIZON	Fossil horizon, marine band
51	14.0	SW	ROCK	Coal seam, inferred
52B	45.0	SW	ROCK	Coal seam, inferred
53B	57.0	SW	FOSSIL_HORIZON	Fossil horizon, marine band
54	116.0	Е	ROCK	Coal seam, inferred
55	138.0	Е	ROCK	Coal seam, inferred
56	223.0	SW	FAULT	Normal fault, inferred
57	262.0	Е	ROCK	Coal seam, inferred
58C	262.0	W	FOSSIL_HORIZON	Fossil horizon, marine band
59C	270.0	W	ROCK	Coal seam, inferred
60	272.0	Е	ROCK	Coal seam, inferred
61	296.0	NE	FAULT	Normal fault, inferred
62	300.0	NE	FAULT	Normal fault, inferred
63	301.0	NW	ROCK	Coal seam, inferred
64	321.0	S	ROCK	Coal seam, inferred
65D	327.0	NE	ROCK	Coal seam, inferred
66	368.0	NE	ROCK	Coal seam, inferred
67	374.0	W	ROCK	Coal seam, inferred
68	386.0	NE	ROCK	Coal seam, inferred
69	394.0	S	FAULT	Normal fault, inferred
70	396.0	N	ROCK	Coal seam, inferred
71	396.0	N	ROCK	Coal seam, inferred
72	400.0	W	ROCK	Coal seam, inferred
73E	403.0	Е	FAULT	Normal fault, inferred
74	416.0	Е	ROCK	Coal seam, inferred
75F	464.0	S	FOSSIL_HORIZON	Fossil horizon, marine band
76	465.0	SE	ROCK	Coal seam, inferred
77F	469.0	S	ROCK	Coal seam, inferred
78F	476.0	S	ROCK	Coal seam, inferred
79	482.0	SW	FAULT	Normal fault, inferred
80	485.0	E	ROCK	Coal seam, inferred
81	500.0	NE	ROCK	Coal seam, inferred



The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 Radon Affected Areas

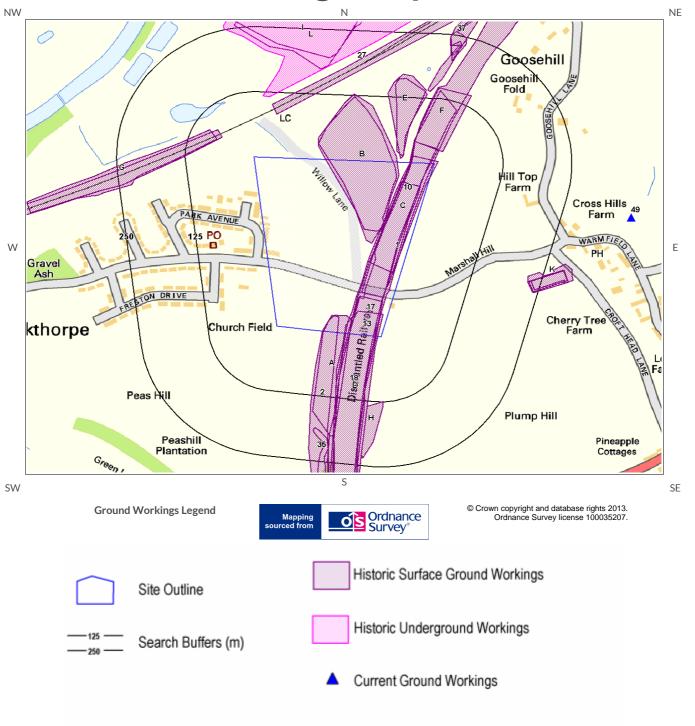
Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? The property is in a Radon Affected Area, as between 5 and 10% of properties are above the Action Level

1.3.5 Radon Protection

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



2 Ground Workings Map







2 Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

Are there any Historical Surface Ground Working Features within 250m of the study site boundary?

Yes

The following Historical Surface Ground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
1	0.0	On Site	436898 420826	Cuttings	1956
2	0.0	On Site	436850 420724		
3A	0.0	On Site	436865 420861	Unspecified Heap	1990
4A	0.0	On Site	436865 420861	Unspecified Heap	1983
5A	0.0	On Site	436865 420861	Unspecified Heap	1976
6B	0.0	On Site	436914 421259	Unspecified Heap	1976
7B	0.0	On Site	436914 421259	Unspecified Heap	1956
8B	0.0	On Site	436914 421259	Unspecified Heap	1983
9B	0.0	On Site	436912 421268	Unspecified Heap	1890
10	0.0	On Site	437006 421210	Cuttings	1890
11C	0.0	On Site	436997 421171	Cuttings	1983
12C	0.0	On Site	436997 421171	Cuttings	1976
13	0.0	On Site	436900 420829	Cuttings	1905
14D	0.0	On Site	436913 420819	Cuttings	1976
15D	0.0	On Site	436913 420819	Cuttings	1983
16D	0.0	On Site	436913 420819	Cuttings	1990
17	0.0	On Site	436884 420510	Cuttings	1948
18	0.0	On Site	436912 420719	Cuttings	1890
19E	8.0	N	437002 421360	Unspecified Heap	1983
20E	8.0	N	437002 421360	Unspecified Heap	1976
21E	8.0	N	437002 421360	Unspecified Heap	1956



ID	Distance (m)	Direction	NGR	Use	Date
22E	12.0	N	437010 421358	Unspecified Ground Workings	1890
23F	27.0	N	437068 421353	Cuttings	1983
24F	27.0	N	437068 421353	Cuttings	1976
25G	68.0	NW	436476 421249	Cuttings	1890
26G	75.0	NW	436482 421254	Cuttings	1948
27	84.0	N	436922 421468	Cuttings	1890
28L	117.0	N	436972 421834	Colliery	1948
29H	124.0	S	436938 420756	Unspecified Heap	1983
30H	124.0	S	436938 420756	Unspecified Heap	1956
31H	124.0	S	436938 420756	Unspecified Heap	1976
32H	124.0	S	436938 420756	Unspecified Heap	1990
33J	138.0	N	437101 421492	Unspecified Ground Workings	1956
341	173.0	N	436785 421763	Refuse Heap	1983
35	186.0	S	436845 420620	Unspecified Ground Workings	1956
361	196.0	N	436770 421776	Refuse Heap	1976
37	200.0	N	437098 421514	Refuse Heap	1890
38J	211.0	N	437092 421491	Unspecified Pit	1948
39J	211.0	N	437092 421491	437092 Unspecified Pit	
40K	224.0	Е	437263 421051 Disused Reservoir		1956
41K	226.0	Е	437258 421042	Reservoir	1905
42K	226.0	E	437258 421042	Reservoir	1948
43K	229.0	E	437260 421042	Reservoir	1890



2.2 Historical Underground Working Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary?

Yes

The following Historical Underground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
44L	117.0	N	436972 421834	Colliery	1948
Not shown	305.0	N	437093 421920	Colliery	1956
Not shown	446.0	NE	437407 422002	Colliery	1948
Not shown	446.0	NE	437407 422002	Colliery	1905
Not shown	678.0	N	437361 422047	Colliery	1890

2.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

Are there any BGS Current Ground Workings within 1000m of the study site boundary?

Yes

The following Current Ground Workings information is provided by British Geological Survey:

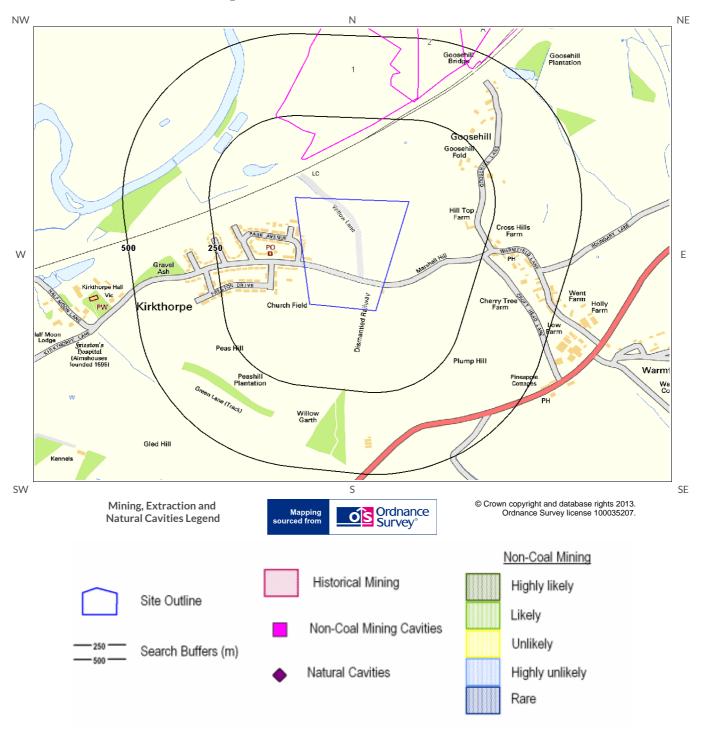
ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
49	373.0	E	437410 421165	Coal, Deep	St John's Colliery	Working is wholly underground, access by shaft, adit or drift. Working may be termed Colliery, Mine, Drift Mine, Slant, Level, Adit or Ingoing Eye (Ingaun Ee - Scots)	Ceased
Not shown	461.0	N	437055 421730	Coal, Deep	St John's Colliery No 2 Pit	Working is wholly underground, access by shaft, adit or drift. Working may be termed Colliery, Mine, Drift Mine, Slant, Level, Adit or Ingoing Eye (Ingaun Ee - Scots)	Ceased
Not shown	598.0	N	436583 421863	Coal, Deep	Newland Cottage	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	725.0	NW	436353 421906	Coal, Deep	Welbeck	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	834.0	Е	437885 421300	Sandstone	Woodhouse Moor	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	860.0	N	436744 422142	Clay & Shale	Newlands Lane Brickworks	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased



ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
Not shown	899.0	NW	436090 421920	Coal, Surface Mined	St Johns OCCS	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	920.0	E	437972 421273	Sandstone	Woodhouse Common	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	939.0	N	436900 422215	Clay & Shale	Newlands Lane Brickworks	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	943.0	N	437200 422200	Coal, Surface Mined	St Johns 2 OCCS	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	998.0	N	437044 422268	Clay & Shale	Newlands Lane Brickworks	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased



3 Mining, Extraction & Natural Cavities Map







3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary?

Yes

The following Historical Mining information is provided by GroundSure:

ID	Distance (m)	Direction	NGR	Details	Date
1	117.0	N	436972 421834	Colliery	1948
2	305.0	N	437093 421920	Colliery	1956
3A	446.0	NE	437407 422002	Colliery	1948
4A	446.0	NE	437407 422002	Colliery	1905
Not shown	678.0	N	437361 422047	Colliery	1890

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary?

Yes

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

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

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary?

No

The following information provided by JPB is not represented on mapping: Database searched and no data found.



3.4 Non-Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.5 Non-Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary?

No

Database searched and no data found.

3.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary?

No

Database searched and no data found.

3.7 Brine Extraction

This dataset provides information from the Brine Compensation Board which has been discontinued and is now covered by the Coal Authority.

Are there any Brine Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.



3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.4 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

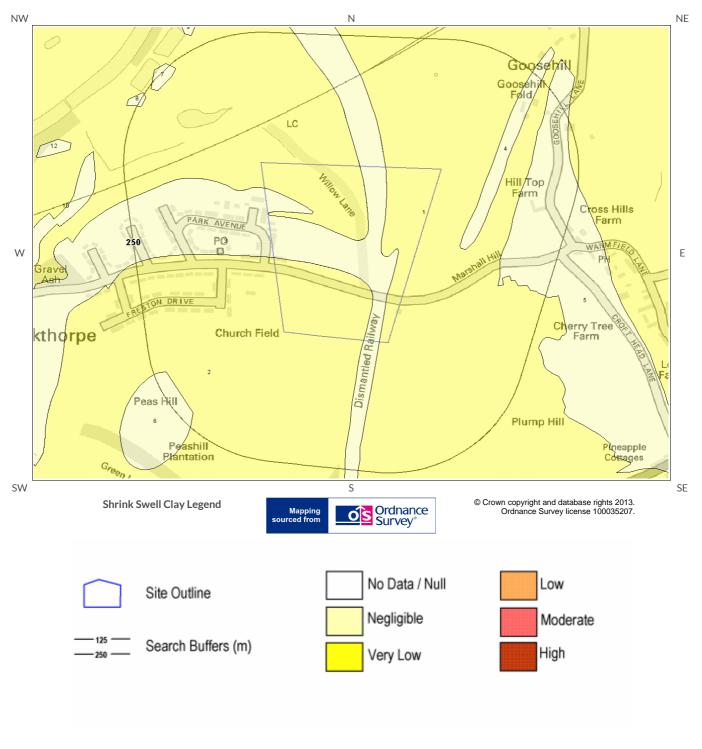
Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

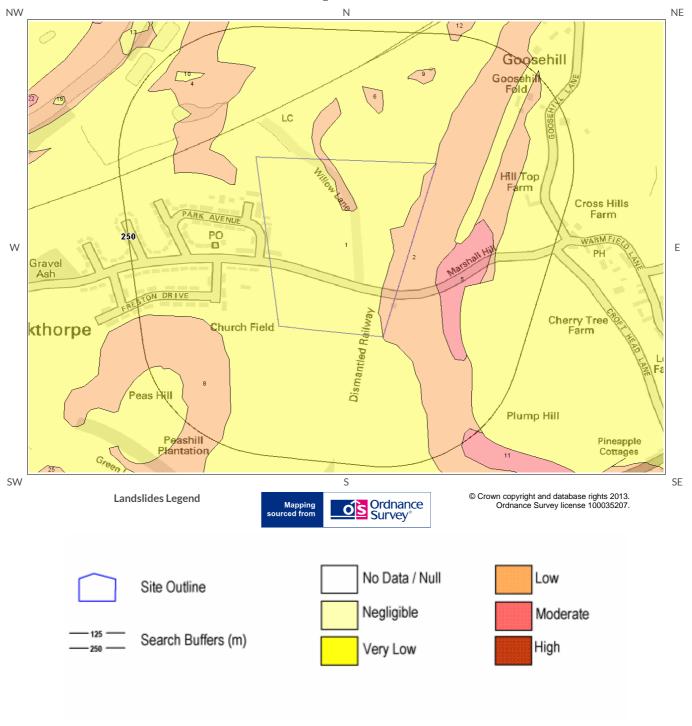


4 Natural Ground Subsidence 4.1 Shrink-Swell Clay Map



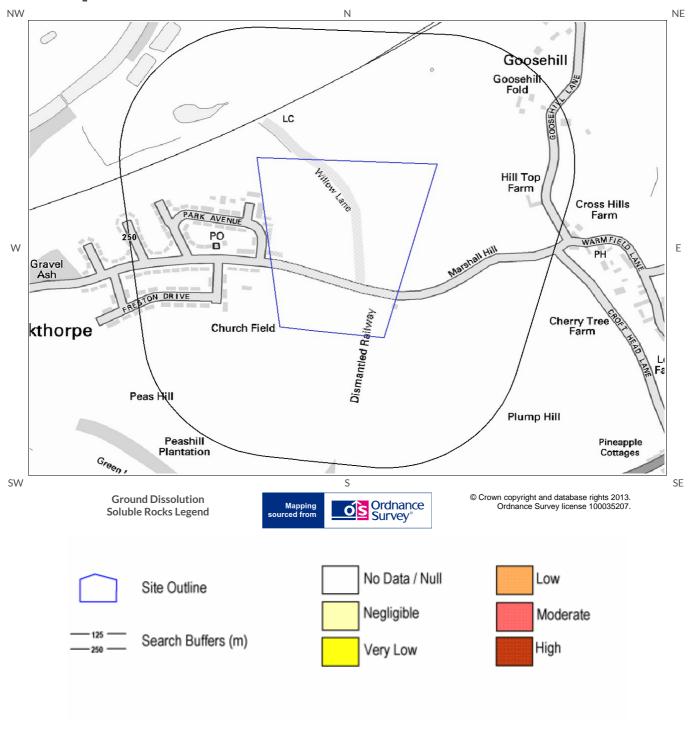


4.2 Landslides Map



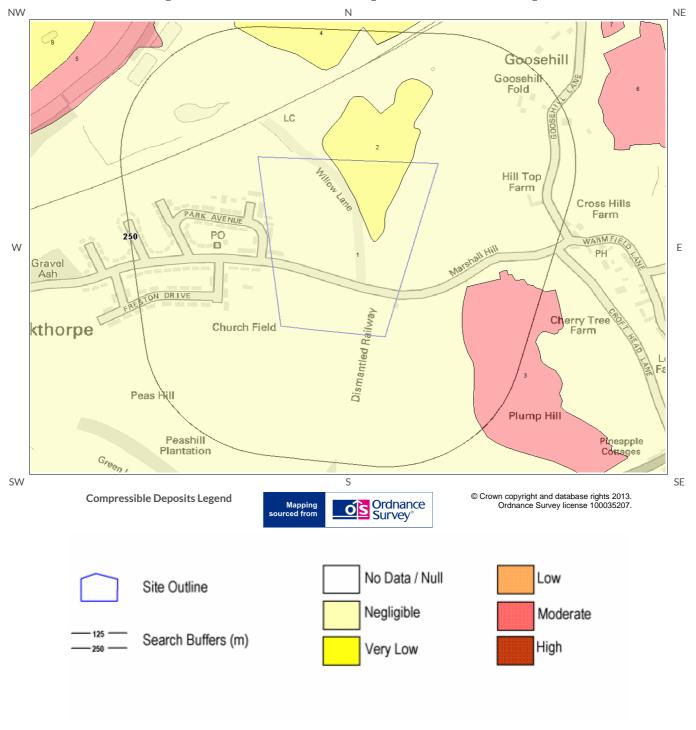


4.3 Ground Dissolution Soluble Rocks Map



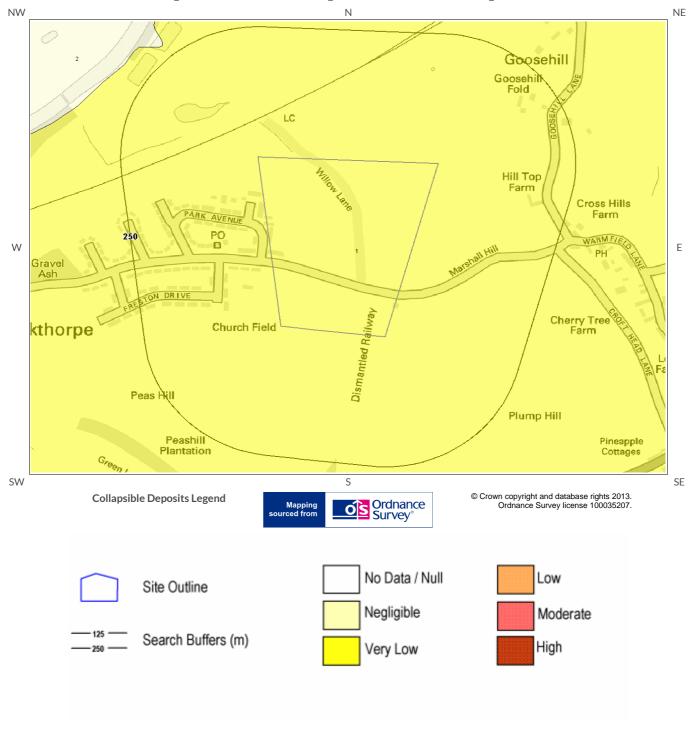


4.4 Compressible Deposits Map



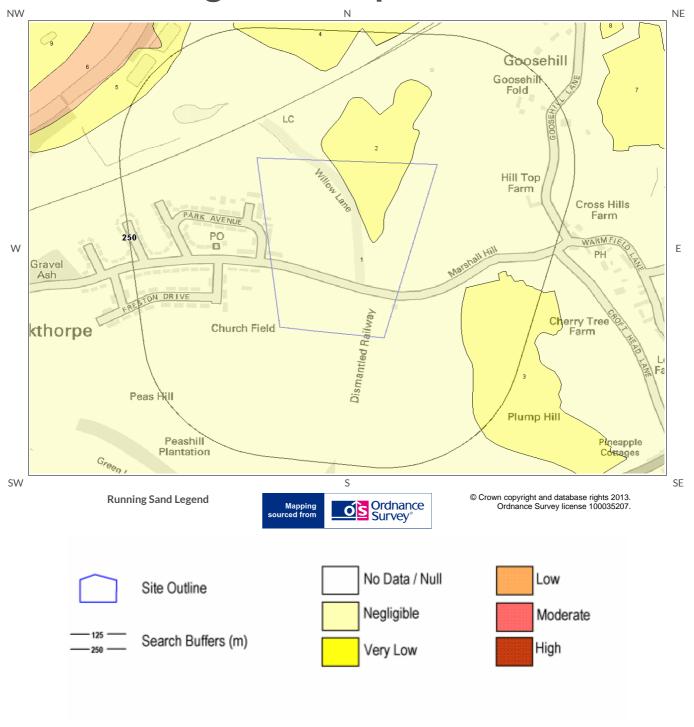


4.5 Collapsible Deposits Map





4.6 Running Sand Map







4 Natural Ground Subsidence

The National Ground Subsidence rating is obtained through the 6 natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS).

The following GeoSure data represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

What is the maximum hazard rating of natural subsidence within the study site* boundary?

Low

4.1 Shrink-Swell Clays

The following Shrink Swell information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
2	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
3	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
2	0.0	On Site	Low	Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property - no significant increase in insurance risk due to natural slope instability problems.

^{*} This includes an automatically generated 50m buffer zone around the site



ID	Distance (m)	Direction	Hazard Rating	Details
3	0.0	On Site	Low	Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property - no significant increase in insurance risk due to natural slope instability problems.
4	38.0	W	Low	Possibility of slope instability problems after major changes in ground conditions. Consideration should be given to stability if changes to drainage or excavations take place. Possible increase in construction cost to reduce potential slope stability problems. Existing property - no significant increase in insurance risk due to natural slope instability problems.

4.3 Ground Dissolution of Soluble Rocks

The following Landslides information provided by the British Geological Survey:

Distance (m)	Direction	Hazard Rating	Details
0	On site	Null-Negligible	Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

4.4 Compressible Deposits

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
2	0.0	On Site	Very Low	Very low potential for compressible deposits to be present. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

4.5 Collapsible Deposits

The following Collapsible Rocks information provided by the British Geological Survey:

ID	Distance (m)	^e Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.



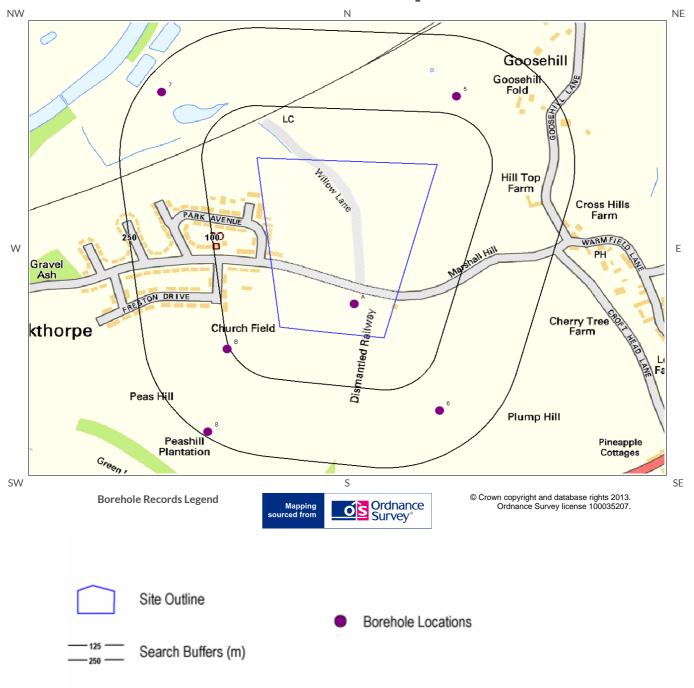
4.6 Running Sands

The following Running Sands Rocks information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
2	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.



5 Borehole Records Map







5 Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

Records of boreholes within 250m of the study site boundary:

8

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length	Borehole Name
1A	0.0	On Site	436900 421000	SE32SE3/A	6.55	MARSHALLS BRIDGE 1
2A	0.0	On Site	436900 421000	SE32SE3/B	8.43	MARSHALLS BRIDGE 2
3B	105.0	SW	436669 420913	SE32SE14	106.68	PARK HILL COLLIERY NO.1
4B	105.0	SW	436669 420913	SE32SE15	85.04	PARK HILL COLLIERY NO.1A
5	135.0	N	437086 421400	SE32SE49	138.51	PARK HILL COLLIERY UGBH 55 YRL 13296ADING
6	173.0	SE	437056 420795	SE32SE48	273.0	PARK HILL COLLIERY 8'S TRIAL GATE HEADING
7	215.0	NW	436549 421408	SE32SE35	221.5	LADY GORDON BRIDGE BH
8	241.0	SW	436633 420754	SE32SE44	39.62	PARK HILL NO.33 UGBH

Additional online information is available for the following boreholes listed above:

#1A: scans.bgs.ac.uk/sobi_scans/boreholes/88138

#2A: scans.bgs.ac.uk/sobi_scans/boreholes/88139

#3B: scans.bgs.ac.uk/sobi_scans/boreholes/88154

#4B: scans.bgs.ac.uk/sobi_scans/boreholes/88155

#5: scans.bgs.ac.uk/sobi_scans/boreholes/88197

#6: scans.bgs.ac.uk/sobi_scans/boreholes/88196

#7: scans.bgs.ac.uk/sobi_scans/boreholes/88178

#8: scans.bgs.ac.uk/sobi_scans/boreholes/88192





6 Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary:

19

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

Distance (m)	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
4.0	Е	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
25.0	Е	RuralSoil	15 - 25 mg/kg	< 1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
72.0	Е	RuralSoil	25 - 35 mg/kg	<1.8 mg/kg	90 - 120 mg/kg	30 - 45 mg/kg	<150 mg/kg
120.0	W	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
150.0	Е	RuralSoil	25 - 35 mg/kg	<1.8 mg/kg	90 - 120 mg/kg	30 - 45 mg/kg	<150 mg/kg
221.0	Е	RuralSoil	15 - 25 mg/kg	< 1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
223.0	SW	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
231.0	NW	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
234.0	Е	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kgc

^{*}As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.

Contact Details



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



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



British Gypsum

British Gypsum Ltd East Leake Loughborough Leicestershire LE12 6HX



The Coal Authority

200 Lichfield Lane Mansfield Notts NG18 4RG Tel: 0845 762 6848 DX 716176 Mansfield 5 www.coal.gov.uk



Public Health England

Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG

https://www.gov.uk/government/organisations/public-health-england

Email: enquiries@phe.gov.uk Main switchboard: 020 7654 8000



Johnson Poole & Bloomer Limited

Harris and Pearson Building, Brettel Lane Brierley Hill, West Midlands DY5 3LH Tel: +44 (0) 1384 262 000 Email:enquiries.gs@jpb.co.uk Website: www.jpb.co.uk



Ordnance Survey

Romsey Road Southampton SO16 4GU Tel: 08456 050505

Website: http://www.ordnancesurvey.co.uk/





Getmapping PLC

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

Website:http://www1.getmapping.com/



Peter Brett Associates

Caversham Bridge House
Waterman Place
Reading
Berkshire RG1 8DN
Tel: +44 (0)118 950 0761 E-mail:reading@pba.co.uk
Website:http://www.peterbrett.com/home



Acknowledgements: Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

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

 $2.1\,Ground Sure\,agrees\,to\,provide\,the\,Services\,in\,accordance\,with\,the\,Contract.$

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

 $\mbox{(v)}$ 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

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.

- $6.4\ {\rm The}\ {\rm Client}\ {\rm shall},$ 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;
- $\mbox{(xiii)} \mbox{ loss or damage to a computer, software, modem, telephone or other property; and }$
- (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:
 - $\hbox{(ii)} \hspace{1cm} \hbox{fire, storm, flood, tempest or epidemic;} \\$
 - (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.

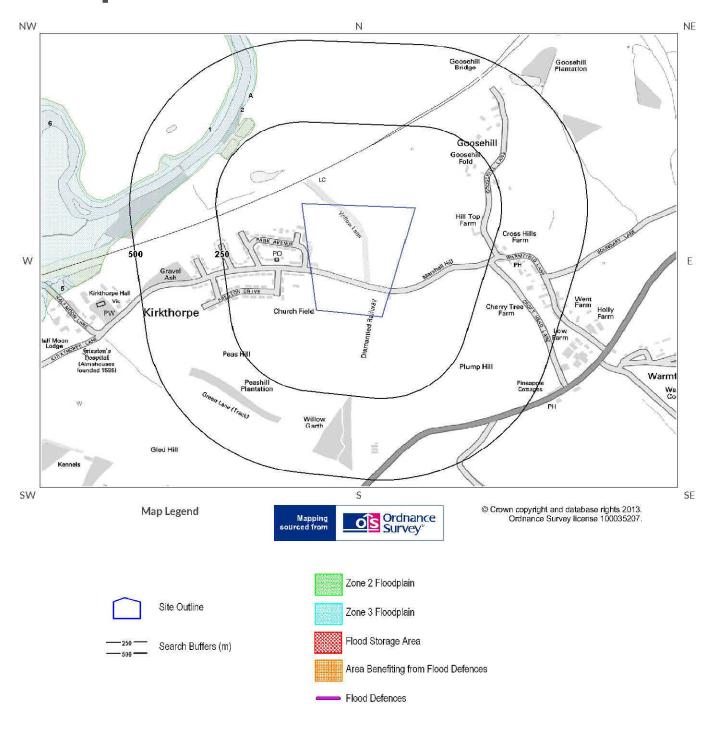
12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.

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

© GroundSure Limited June 2013



6 Environment Agency Flood Map





Goosehill Plantation

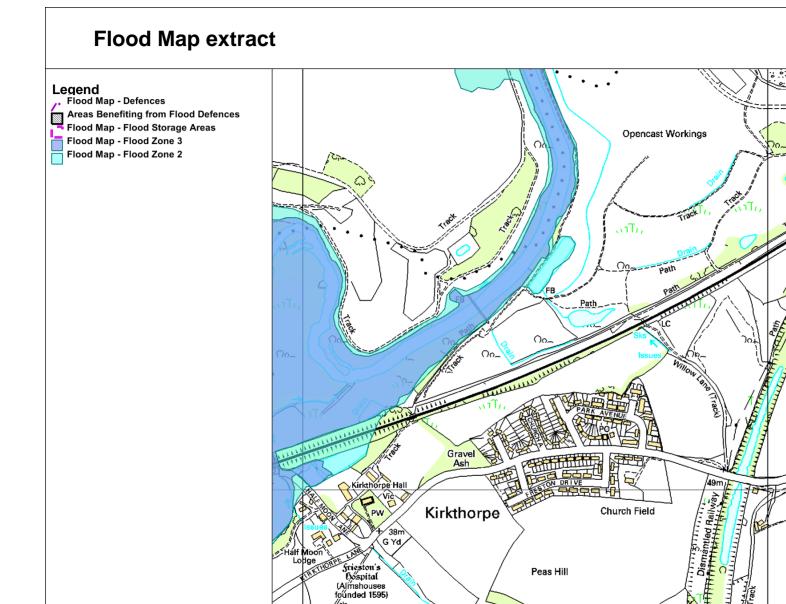
Goosehill

Cherry Tree[®] Farm

> Pineapple Cottages

Δ

Plump Hill



© Environment Agency copyright and / or database rights 2013. All rights reserved. © Crown Copyright and database right 2013. Ordnance Survey licence number 100024198.

Willow

Peashill Plantation