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PHASE I

GEO-ENVIRONMENTAL DESK STUDY REPORT

**MYRESCOUGH SMITHY ROAD,
MELLOR BROOK, BB2 7PD**

Prepared By

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QUALITY ASSURANCE

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Signature				
Authorised by	David Goodger			
Signature				
Project Number	2010/94/06			

EXECUTIVE SUMMARY

Current Site Use

At the time of the study the site was undeveloped. Two (2) metal storage containers were present on the northern portion of the site.

Historical Development

A review of the available archive information relating to the site indicated that the site has remained undeveloped, although it is understood the area was used as a works compound in the recent past.

Environmental Setting

A review of the available geological maps indicated that the site and the immediate surrounding area would be underlain by superficial deposits comprising of Glaciofluvial Deposits comprising of sandy, silty clay with gravel underlain by the Pendle Grit Member comprising of medium to coarse grained feldspathic sandstone with subordinate interbedded siltstones and mudstones. The depth of the superficial deposits is not known but is expected to be in excess of 10.0m. The site was considered to be minerally stable.

Consultations

Regulatory information including that made available by the local authority and the Environment Agency was reviewed as part of this study and did not highlight any immediate geotechnical or environmental concerns with regards to the site.

Conceptual Site Model

Based on the findings of the report and the historical development on the site, it was considered that the potential risk of contamination would be very low and that the risk would reside with any made or disturbed ground present on the site. Such made ground was most likely to consist of reworked native soils associated with local road improvements.

Conclusion

The site has remained undeveloped. The potential for contamination on the site is therefore considered to be very low, and if present will be associated with made / disturbed ground present on the site.

Recommendations

It terms of the redevelopment of the site it may be prudent to undertake some limited geotechnical investigations to determine for foundation design and to determine the presence, nature and extent of made / disturbed ground and natural superficial deposits beneath the site. Should these works encounter made ground then selected samples of the made ground should be collected and submitted for laboratory testing. An environmental assessment of the shallow soils should be included in the interpretative report.

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QUALITY ASSURANCE

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1 INTRODUCTION

1.1 Background

DG-A Ltd were appointed by Leehand Properties Ltd, to carry out a non-intrusive Phase I Geo-environmental assessment of a site to the north of Myrescough Smithy Road, Mellor Brook, Lancashire BB2 7PD. It is the understanding of DG-A Ltd that the site is designated for commercial office development with associated car parking. The site which is currently undeveloped is shown on Figure 1, Appendix I. A topographical survey of the site is enclosed as Figure 2, Appendix I, while Figure 3, Appendix I shows the proposed development layout.

The scope of work undertaken comprised the procurement and review of historical documents, reviewing environmental database information held by the Environment Agency (EA), British Geological Survey (BGS) and South Ribble Borough Council (SRBC) and completing a site walkover.

1.2 Terms of Reference

The investigation was generally undertaken in accordance with:

- Environment Agency's (2004) CLR11 - *Model Procedures for the Management of Land Contamination*
- British Standard BS 10175:2001 - *Investigation of potentially contaminated sites (Code of Practice)*
- Environment Agency, NHBC, CIEH (2008) *Guidance for the Safe Development of Housing on Land Affected by Contamination - Technical Report R&D66*
- ODPM (2004) *Planning Policy Statement 23: Annexe 2 – Development on Land Affected by Contamination*

1.3 Objectives

The objectives of the Phase I Site Assessment were to:

- Provide a desk-based study of the environmental setting, historical development, geology, hydrogeology and hydrology;
- Assess the presence and likely extent of any potential environmental hazards associated with historical land uses on the site and in the surrounding area; and
- Assess the implications of any environmental risks and liabilities associated with the site in relation to the future use of the site with regard to the potential risks to human health, property including buildings, crops, livestock, pets, woodlands and existing and potential service or pipes.
- Ecological risk and ground waters and surface waters on and off-site receptors will also be considered.
- All the above to be in accordance with DEFRA and the environment agency's Model Procedures for the Management of Land Contamination CLR 11

1.1 Sources of Information

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Background information was sought from the following sources:

- The British Geological Survey.
- GroundSure Report Ref No's HMD-166-199012, 199013 & 199014
- Information made available by South Ribble Borough Council & Environment Agency
- Radon: Guidance on Protective Measures for New Buildings (Health Protection Agency).

1.5 Limitations of the Study

This report and its findings should be considered in relation to the terms of reference and objectives agreed between DG-A Ltd and the Client as indicated in Section 1.1.

For the work, reliance has been placed on publicly available data obtained from the sources identified. The information is not necessarily exhaustive and further information relevant to the site may be available from other sources. When using the information it has been assumed it is correct. No attempt has been made to verify the information.

During the site walkover reasonable effort has been made to obtain an overview of the site conditions. However, during the site walkover no attempt has been made to enter areas of the site that were unsafe or presented a risk to health and safety, were locked, barricaded, overgrown, or the location of the area has not been made known or accessible.

Where mention has been made to the identification of Japanese Knotweed and other invasive plant species and asbestos or asbestos containing materials this is for indicative purposes only and does not constitute or replace full and proper surveys.

The executive summary, conclusions and recommendations sections of the report provide an overview and guidance only and should not be specifically relied upon without considering the context of the report in full. DG-A Ltd cannot be held responsible for any use of the report or its contents for any purpose other than that for which it was prepared.

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2 SITE LOCATION AND DESCRIPTION

2.1 Site Details

	Land to the north of Myrescough Smithy Road, Mellor Brook, BB2 7PD.
	NGR E363874, N431276
	Approx. 1,580m ²

The site location layout plan is presented as Figure 1, Appendix I and the topographical survey of the site is included as Figure 2, Appendix I.

2.2 Current Site Use

A walk over survey of the site was carried out on November 7th, 2011 and a photographic record of the site is included in Appendix II. The following key observations were made during the walk over survey.

Site Description

The site was irregular in shape and extended to approximately 0.15Ha in area. At the time of the visit the site was generally undeveloped however two (2) metal storage containers were situated on the northern portion of the site.

The site topography was generally level and in keeping with the surroundings with a very slight slope down to the north. The central and southern portion of the site comprised of grazing pasture while the northern portion of the site was overgrown and comprised of dense trees and shrubs as detailed on the topographical survey, Figure 2, Appendix I.

The site boundary was defined by an approximately 1.30m high stone wall and access to the site was via a gate on the eastern site boundary.

The site was described by the A59 Myrescough Road and a roundabout to the north with undeveloped agricultural land beyond, residential development to the east, Myrescough Smithy Road to the south with further undeveloped agricultural land beyond and by commercial / industrial development (Thurstons) to the west.

Vegetation within the site appeared healthy. No invasive species were noted on the site, however it should be noted that the inspection was carried out in November and due to the effects of seasonal die back invasive species such as Japanese Knotweed are significantly more difficult to find and identify during the winter months.

Hazardous Materials Storage

No underground fuel storage tanks (UFSTs) or above ground fuel storage tanks (AFSTs) were noted during the walkover survey.

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Polychlorinated Biphenyls (PCBs)

No equipment that may potentially contain PCB's was observed at the site. Therefore it is considered unlikely that the site will have been affected by PCBs.

Waste Storage

No potentially contaminative waste streams were being produced or were noted present on the site.

Drainage Issues

No drainage survey or drainage plans were available for review during the site visit. Buried drainage services were observed on and in close proximity to the site. The foul drainage status of the site is therefore unknown.

Asbestos Containing Materials (ACMs)

No visual evidence of asbestos was noted on the site at the time of the walkover.

2.3 Surrounding Area

The surrounding land uses are summarised below:

North	Myrescough Road (A59) & agricultural land beyond.
East	Residential development.
South	Myrescough Smithy Road & agricultural land beyond.
West	Commercial / Industrial land use.

2.4 Visual and Olfactory Evidence of Contamination

No visual or olfactory evidence of contamination was noted during the site walkover.

2.5 Statutory Services

No services were observed on the site during the site visit, however street lightening and other buried services including water and drainage were observed around the perimeter of the site.

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3 SITE HISTORY

3.1 Historical Development

A review of historical Ordnance Survey maps and information pertinent to the site is summarised below in Table 3.1. The historical mapping indicated that the site has remained undeveloped and presumably in agricultural use, although it is understood the site was used as a works compound area at some time in the recent past. A copy of the historical mapping (GroundSure Report HMD-166-199012, 1:2500, 1:10,000 and 1:10,560 scale mapping) is included in Appendix III.

Table 3.1 Summary of Potentially Contaminative Historical Land Uses

1892 (1:2,500)	The site was undeveloped and formed part of a larger enclosure presumably in agricultural use.	The site was described by undeveloped and presumably agricultural land to the north, east and west and by an unnamed road and further undeveloped agricultural land to the south. Buildings referred to as Thurstons were present immediately to the south-west of the site. Old Clay Pits were shown some 125m to the south-west, 200m to the south and 215m to the south-east respectively. The Mellor Brook was shown flowing in a general north-westerly direction some 145m to the north, while a pond was shown some 45m to the east.
1910 (1:10,560)	There were no significant changes to land use on the site.	There were no significant changes to land use in the immediate vicinity of the site.
1911 (1:2,500)	There were no significant changes to land use on the site.	A field drain or drainage ditch was shown flowing in a generally northerly direction some 30m to the south-west of the site.
1932 (1:2,500)	There were no significant changes to land use on the site.	There were no significant changes to land use in the immediate vicinity of the site.
1951 (1:10,560)	There were no significant changes to land use on the site.	Two (2) semi-detached properties had been established some 45m to the east of the site.
1967 (1:2,500)	There were no significant changes to land use on the site.	Further commercial / industrial buildings had been established to the west of the site. The Old Clay Pits to the south-west were no longer shown to be present and a large commercial / industrial building was present some 100m to the south-west.

1969-1974 (1:10,000)	There were no significant changes to land use on the site.	There were no significant changes to land use in the immediate vicinity of the site.
1976 (1:2,500)	There were no significant changes to land use on the site.	There were no significant changes to land use in the immediate vicinity of the site.
1992-1995 (1:2,500)	There were no significant changes to land use on the site.	A new road layout and roundabout had been constructed to the north and east of the site. Some of the buildings to the immediate west of the site had been removed while the large commercial / industrial building to the south-west had been enlarged.
2002 (1:10,000)	There were no significant changes to land use on the site.	The road to the south of the site was referred to as Myrescough Smithy Road, while the road to the north was referred to as the A59 trunk road.
2011 (1:2,500 and 1:10,000)	There were no significant changes to land use on the site.	There were no significant changes to land use in the immediate vicinity of the site.

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4 ENVIRONMENTAL SETTING

4.1 Geology and Hydrogeology

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4.1.1 Drift

The 1:50,000 scale BGS mapping indicated that the superficial deposits immediately underlying the site were expected to comprise of Glaciofluvial Deposits of Devensian age typically comprising of sandy, silty clay with gravel. Based on a review of numerous borehole logs for boreholes advanced along the road to the north of the site, the superficial deposits in the vicinity of the site were anticipated to extend to depths of in excess of 10m below ground surface (bgs).

The GroundSure GeolInsight Report does not identify the presence of any artificial ground on or in close proximity to the site.

The superficial deposits are summarised in the following table:

Drift	Glaciofluvial Deposits, Devensian	Sandy silty clay with gravel.	Unproductive

In terms of natural occurring ground subsidence the site risk from shrink-swell clays, landslides, ground dissolution soluble rocks, compressible deposits, collapsible deposits and running sands is recorded as negligible to very low.

The estimated background soil chemistry for the area is described as comprising of <15mg/kg arsenic, <1.8mg/kg cadmium, 60-90mg/kg chromium, 15-30mg/kg nickel and <150mg/kg lead.

4.1.2 Solid

The geological mapping indicated that the site was expected to be underlain by strata of the Pendle Grit Member which comprises of medium to coarse grained feldspathic sandstones with subordinate interbedded siltstones and mudstones.

There are two (2) north-west to south-east trending faults indicated some 310m to the west and 550m to the east respectively. In addition, a south-westerly to north-easterly trending fault was shown to be present some 625m to the south of the site.

The bedrock strata is summarised in the following table:

Solid	Pendle Grit Member	Sandstone with subordinate interbedded siltstones and mudstones.	Secondary (A) Aquifer with permeable layers.

4.2 Mineral Conditions

The historical mapping did not show evidence of the presence of any historic underground or mineral workings on or in close proximity to the site.

- There are historical surface ground working features indicated some 110m to the south-west, 200m to the south-south-west, 215m and 250m to the south and 235m to the east.
- There are no current ground workings on or in close proximity to the site.
- There are no historical mining areas on or in close proximity to the site.
- The presence of non-coal mining on or in the vicinity of the site was identified as being rare, although some minor mining of a vein mineral may have occurred but is considered restricted in extent.
- There are no recorded non-coal mining cavities, natural cavities, brine extraction, gypsum extraction, tin mining or clay mining activities on or in close proximity to the site.

4.3 Hydrology and Hydrogeology

The closest open water course to the site was the generally north-westerly flowing Mellor Brook situated some 145m to the north-east at its closest point to the site. At this point the Mellor Brook is classified as a secondary river. In addition a pond was shown some 210m to the south of the site. The Environment Agency (EA) currently hold no biological and chemical quality data for either the aforementioned Mellor Brook or the surface water pond.

The superficial deposits underlying the site are identified as having low permeability with negligible significance for water supplies or river base flow. The solid strata deposits underlying the site are identified as having 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. The bedrock deposits underlying the site are identified as a minor aquifer.

There are no recorded groundwater abstraction licenses on or within 500m of the site.

4.4 Flooding

The site is not identified by the EA as being at risk of Zone 2 and / or Zone 3 flooding. There are no flood defences or flood storage areas identified within 250m of the site. However the site was identified as being within 50m of a groundwater flooding susceptibility area with a BGS moderate confidence rating.

4.5 Radon Risk Potential

The site was indicated to be in an area where less than 1.0% of homes are above the Radon Action Level and therefore radon protective measures are not considered necessary in new / refurbished buildings.

4.6 Sensitive Land Uses

The presence of Designated Environmentally Sensitive Sites as determined from the EnviroInsight Report can be summarised as follows:

-
- There are no sites of Special Scientific Interest (SSSI) within 500m of the study site.
 - There are no National Nature Reserves (NNR) within 500m of the site.
 - There are no Special Areas of Conservation (SAC) within 500m of the study site.
 - There are no Special Protection Areas (SPA) within 500m of the site.
 - There are no Ramsar sites within 500m of the study site.
 - There are no Local Nature Reserves (LNR) within 500m of the study site.
 - There are no World Heritage Sites within 500m of the site.
 - There are no Environmentally Sensitive Areas within 500m of the site.
 - There are no Areas of Outstanding Natural Beauty (AONB) within 500m of the site.
 - There are no National Parks (NP) within 500m of the site.
 - The site is situated within a Nitrate Vulnerable Zone (NVZ).

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5 ENVIRONMENTAL SEARCHES

A search of the GroundSure EnviroInsight Report (HMD-166-199013) including information provided by the EA and local authorities with respect to environmental aspects which could affect the site has been undertaken. A copy of the EnviroInsight Report is included in Appendix III.

5.1 Environmental Permits, Incidents and Registers

A search of information provided by the EA and local authorities has identified the following within 250m of the site boundary:

- No record of historic IPC Authorisations.
- No record of Part A (1) and IPPC Authorised Activities.
- No record of any potentially harmful discharges to the public sewer.
- No Red List Discharge Consents for potentially harmful discharges to controlled waters.
- No List 1 or List 2 Dangerous Substance Inventory sites.
- No record of Part A (2) and Part B Activities and Enforcements.
- No record of Category 3 or 4 Radioactive Substances Authorisations.
- There are no Licensed Discharge Consents registered within 250m of the site.
- No record of Planning Hazardous Substance Consents and Enforcements.
- No record of COMAH or NIHHS dangerous or hazardous sites.
- There are EA recorded List 2 pollution incidents recorded within 250m of the study site. A significant land category 2 incident dated June 18th, 2010 occurred some 170m to the north-east of the site which involved inert materials comprising of soils, clay, construction and demolition materials and wastes, rocks and gravel. In addition a minor category 3 water incident occurred some 180m to the south-west of the site which involved cutting oils.
- No recorded sites determined as Contaminated Land under Part IIA of the EPA, 1990.

5.2 Landfill and Other Waste Sites

A search of information provided by the EA and local authorities has identified the following within 250m of the site boundary. The important and relevant information can be summarised as follows:

- No record of EA Registered Landfill Sites
- No record of any Operational Landfill Sites
- There are two (2) recorded EA historical inert Landfill Sites situated some 80m to the north and 250m to the south-west.
- No record of non-operational Landfill Sites
- No record of BGS / DoE non-operational Landfill Sites
- No record of GroundSure Local Authority Landfill Sites Data
- No record of Operational or Non-Operational Waste Treatment, Transfer or Disposal Sites
- No record of EA licensed Waste Sites

5.3 Current Land Use

- There are nine (9) recorded current industrial land uses within 250m of the site, comprising of Infrastructure and facilities (gas valve compound, electricity sub-station, telephone

exchange & mast) industrial features (generic tanks) and transport, storage and delivery (distribution & haulage).

- No record of Petrol or Fuel Sites
- No record of underground high pressure oil and gas pipelines

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6 RISK IDENTIFICATION AND CONCEPTUAL SITE MODEL

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6.1 Initial CSM

The identification of potential risks associated with the site was based on the information reviewed as part of the Phase I investigation. Potential environmental issues affecting the property and proposed redevelopment of the site for commercial office use with associated car parking are dependent on a number of factors, which will include: the nature and extent of made / disturbed ground deposits present beneath the site and the levels of inorganic and / or organic contamination present in made / disturbed ground. Given the historical development of the site, it was considered that any made or disturbed ground present on the site was likely to consist of reworked native soils associated with local road improvements. The following Conceptual Site Model identifies the potential sources of risk in terms of the property and the potential exposure pathways and potential receptors based on a review of the Phase I investigation.

6.2 Contaminant Sources

Based on a review of the aforementioned the following potential sources of contamination have been identified:

- Possible made / disturbed ground beneath the site associated with adjacent land development, road construction and site profiling.
- Inorganic and organic contaminants may potentially be present in made / disturbed ground beneath the site arising from adjacent site activities.
- Asbestos or Asbestos Containing Materials (ACM) which may be present within deposits of made / disturbed ground.
- Depending upon its composition, made / disturbed ground and natural soils containing biodegradable material and / or hydrocarbon contamination could potentially generate methane and / or carbon dioxide as well as hydrocarbon vapours.
- Elevated levels of inorganic and organic contaminants in groundwater as a result of any leaching of any on site contaminants associated with made / disturbed ground.

6.3 Potential Pathways

With respect to the proposed redevelopment of the site for commercial office use with associated car parking the following possible pathways have been identified:

- Direct ingestion of impacted soils and groundwater or inhalation of contaminated dust and / or asbestos fibres by site users, site staff, construction and maintenance personnel.
- Direct dermal contact with impacted soils and groundwater beneath the site.
- Leaching of soluble contaminants and / or mobile organic contaminants into groundwater beneath the site and subsequent flow of impacted groundwater towards surface waters (i.e. Mellor Brook).

- Generation / migration of soil gas from any biodegradable materials associated with deposits of made / disturbed ground.
- Direct contact of contaminated soils and / or groundwater with any future foundation structures and buried services.

6.4 Potential Receptors

DG-A Ltd has identified the following possible receptors:

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- Future site users.
- Construction personnel and site staff working on the site.
- Service and utility personnel carrying out future maintenance.
- Groundwater underlying the site.
- Groundwater and surface water outwith the site boundary (i.e. Mellor Brook).

6.5 Discussion of Potential Environmental Liabilities / Risks

Based on a review of the available archive information, the potential geo-environmental liabilities / risks associated with the site and the proposed redevelopment of the site for commercial office use was considered to be very low. The potential contamination issues that may exist and the potential risks are outlined below:

1. *Made / Disturbed Ground.* Made / disturbed ground of unknown depth and composition may be present on the site. It is anticipated that any made ground present will consist primarily of shallow deposits of reworked natural soils. Slightly more deleterious material including organic rich soil, timber and rubble cannot be discounted.

RISK: It is considered unlikely that deposits of made / disturbed ground present across the site, would contain significant elevated levels of inorganic and organic contaminants. However, it would be prudent prior to site redevelopment during any geotechnical investigations to carryout limited intrusive environmental investigations should any made ground be encountered on the site, especially where future development is proposed.

2. *Groundwater Contamination.* It is considered that groundwater quality in the vicinity of the site is unlikely to have been significantly impacted by current or former site activities.

RISK: The potential impact of soil leachate from the site on groundwater and identified surface water receptors in the vicinity of the property was considered to be low given the anticipated nature of the underlying superficial deposits and nature of previous site activities. If however, deposits of deleterious made / disturbed ground are encountered then the potential risk of contaminated soil impact on groundwater should be further assessed during any intrusive investigations on the site. It is considered that groundwater quality beneath the site will be representative of groundwater of the local area and of relatively good quality.

3. *Asbestos:* Given the absence of previous development on the site the potential risk from asbestos and ACM was considered to be very low.

RISK: Inhalation of asbestos fibres can cause asbestosis. The potential risk to identified receptors due to the potential presence of asbestos on the site was considered to be very low.

4. *Soil Gas Generation.* The potential for methane and carbon dioxide gas generation would depend on the nature, chemical composition and biodegradability of materials in made / disturbed ground and native deposits.

RISK: Where present, elevated soil gas ingress into new buildings and service ducts can pose a potential risk to site users and service personnel. The risk of soil and landfill gas on the site was considered to be very low. However the potential risk of soil gas should be further assessed should a potential source of soil gas be identified or a significant depth of made / disturbed ground be encountered.

5. *Geotechnical Aspects.* Deposits of made / disturbed ground may exist on the site and could require special consideration with respect to foundation design. The natural superficial deposits should also be subject to geotechnical assessment to determine suitability for foundation design.

RISK: The presence of any made / disturbed ground or benching and platforming can increase site development costs and therefore their presence or otherwise should be confirmed by intrusive investigation where structures are to be built.

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7 CONCLUSIONS & RECOMMENDATIONS

Conclusions & Recommendations

The potential health and environmental risks as well as environmental liabilities associated with the site are considered to be very low on the basis that the site has remained undeveloped and has not undergone significant change. No potential significant sources of contamination have been identified on or in close proximity to the site, however any previous use as a site compounds may have resulted in localised contamination of the shallow soils.

Made / disturbed ground may be present on the site associated with local road improvements. It would be prudent to carry out initial geotechnical investigations for foundation design to determine the presence and nature of both made / disturbed ground and natural superficial deposits on the site, especially where future development is proposed. During these investigations should any made ground encountered then selected samples of the made ground should be collected and submitted for laboratory analysis.

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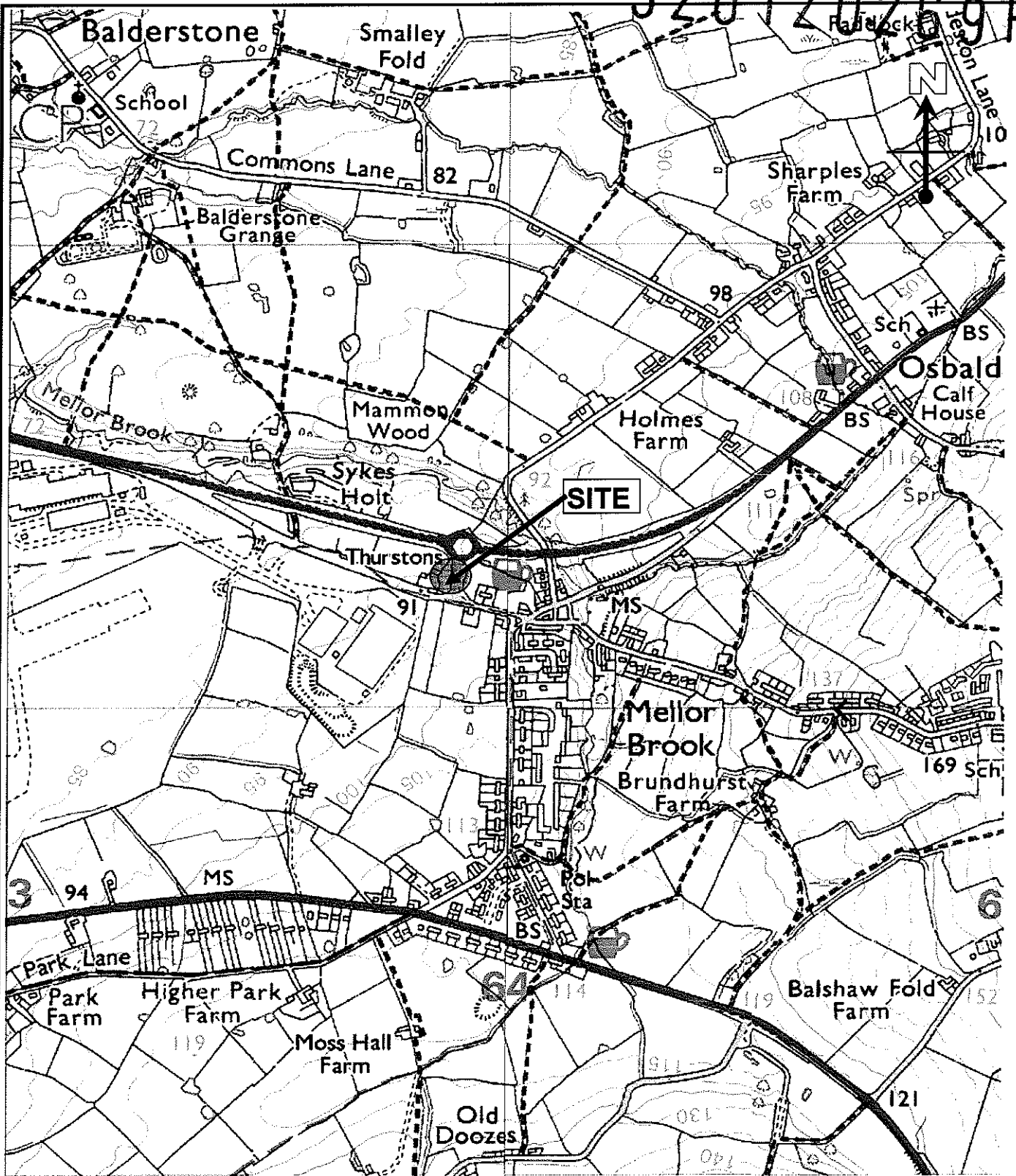
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APPENDIX I

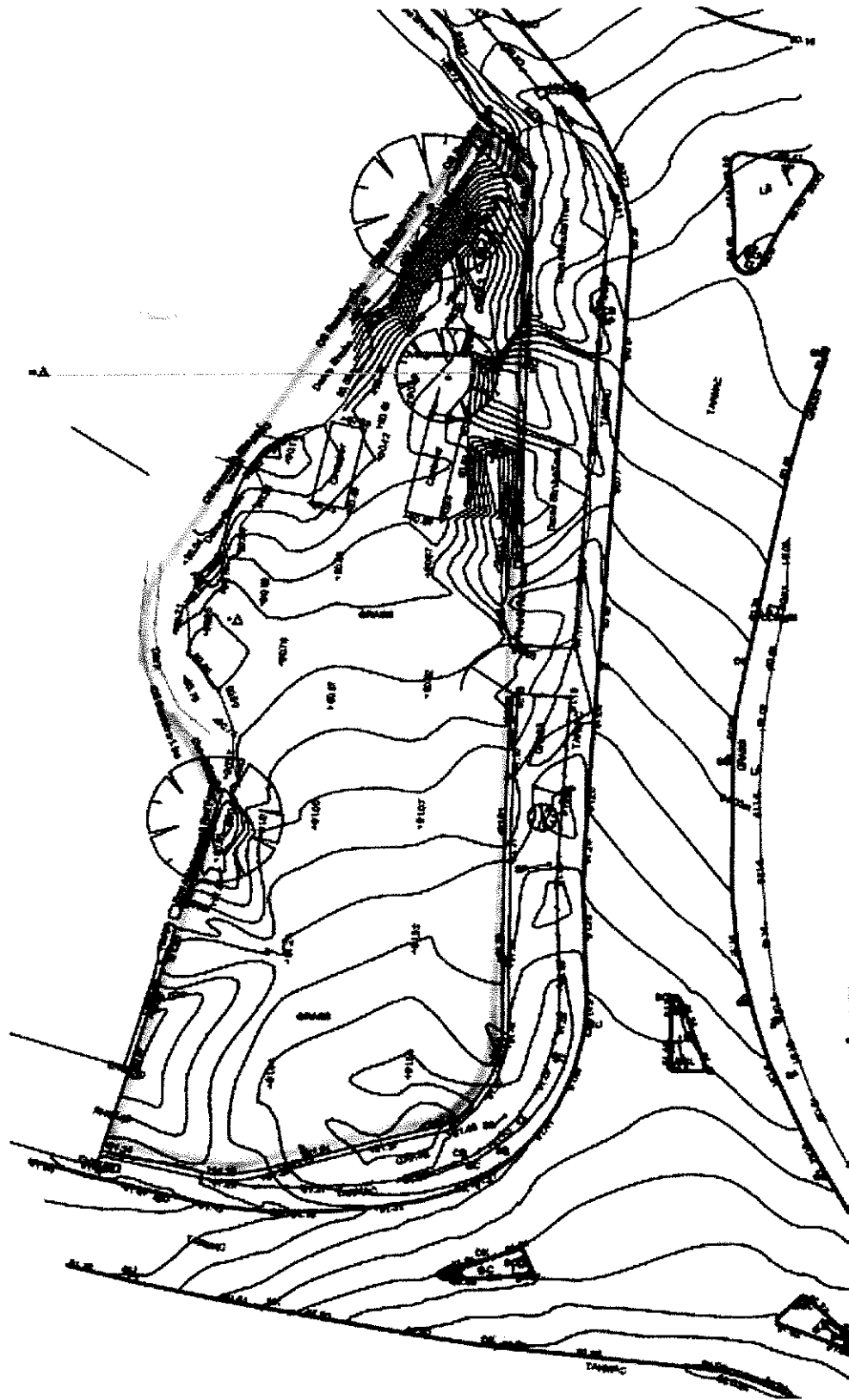
FIGURES 1 to 3

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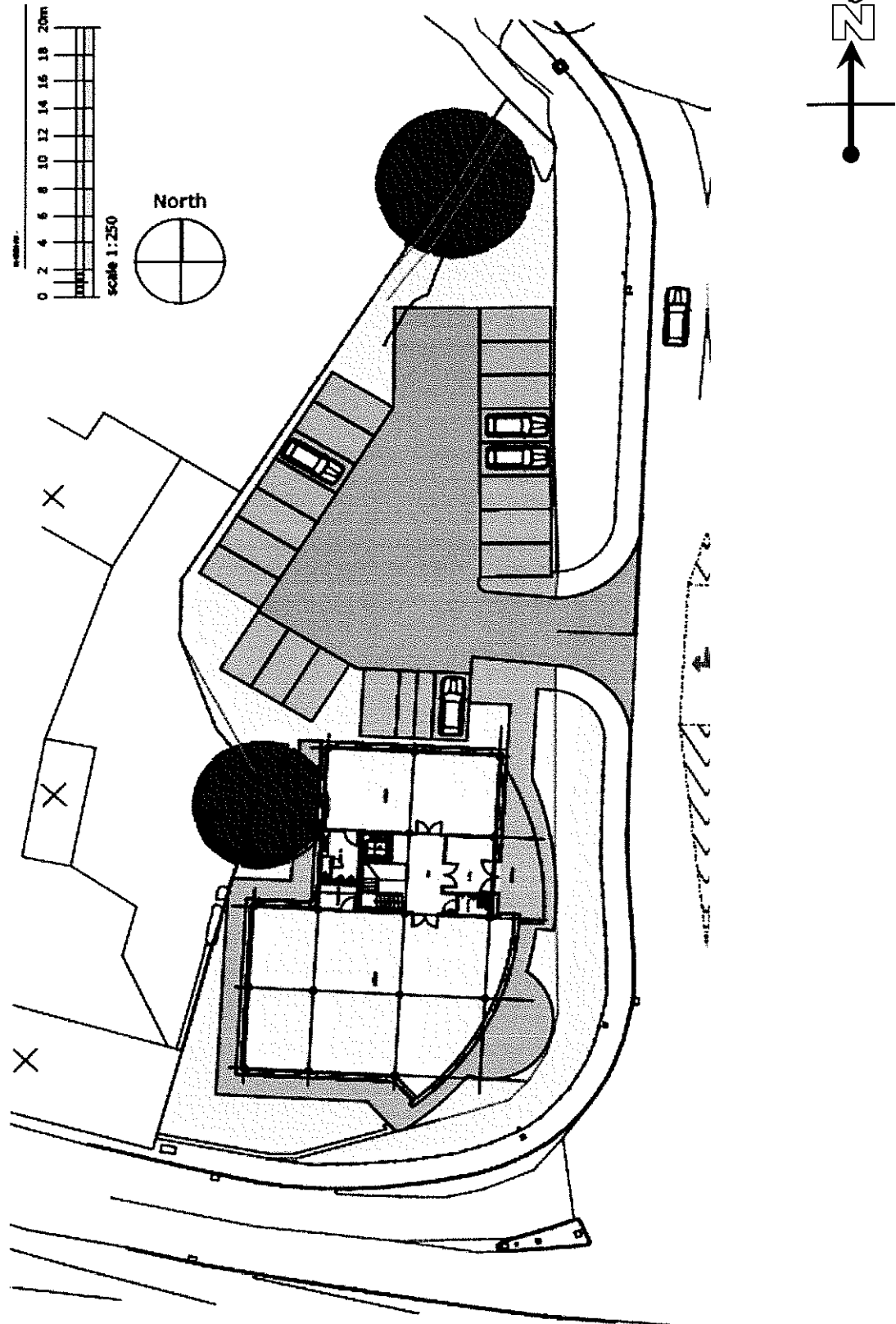
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		Drawn By DJM	Fig. No. 1

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Title	Job No:	Scale	Date
		NTS	30/01/2012
Site Location Plan Myrescough Smithy Road, Topographical Survey.		Drawn By	Fig. No.
		DJM	2

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Title	Job No:	Scale	Date
		NTS	30/01/2012
Site Location Plan Myrescough Smithy Road, Proposed Development Layout.		Drawn By	Fig. No.
		DJM	3

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APPENDIX II

SITE PHOTOGRAPHS

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Plate 1: View of the site from the south-west corner looking north.



Plate 2: View of the site from the north-east corner looking south.

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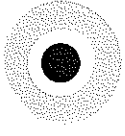
Plate 3: View of the storage containers on the northern portion of the site.



Plate 4: View of the site from the south-east looking north-west.

APPENDIX III

GROUNDSURE REPORTS



GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-19012
Grid Ref: 364025, 431170

Map Name: County Series

Map date: 1992

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1992
Revised 1992
Edition NA
Copyright NA
Levelled NA

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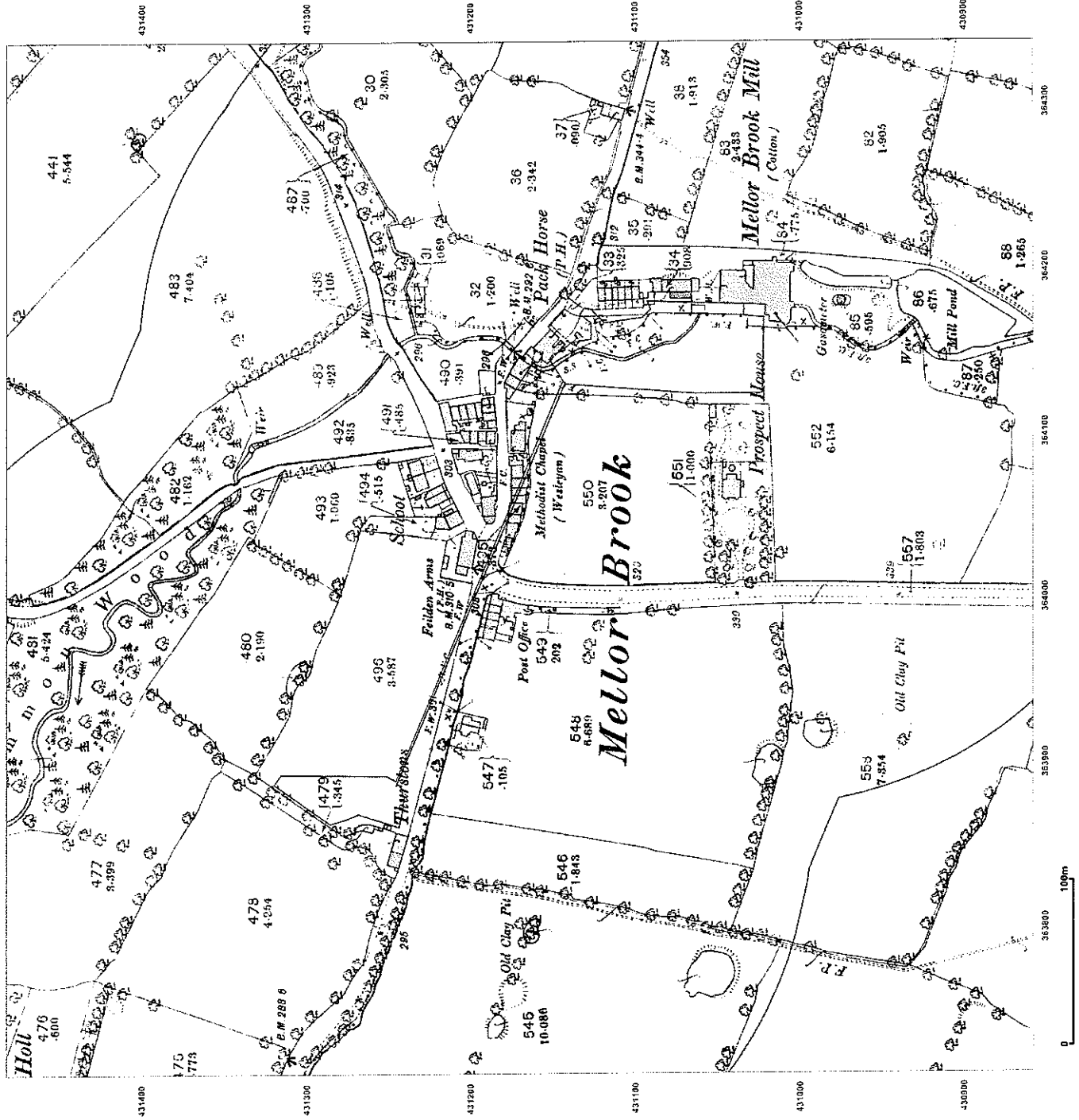


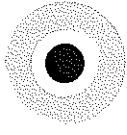
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ENVIRONMENTAL INSIGHT

Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: County Series

Map date: 1911

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1911
Revised 1911
Edition NA
Copyright NA
Levelled NA

320120269P

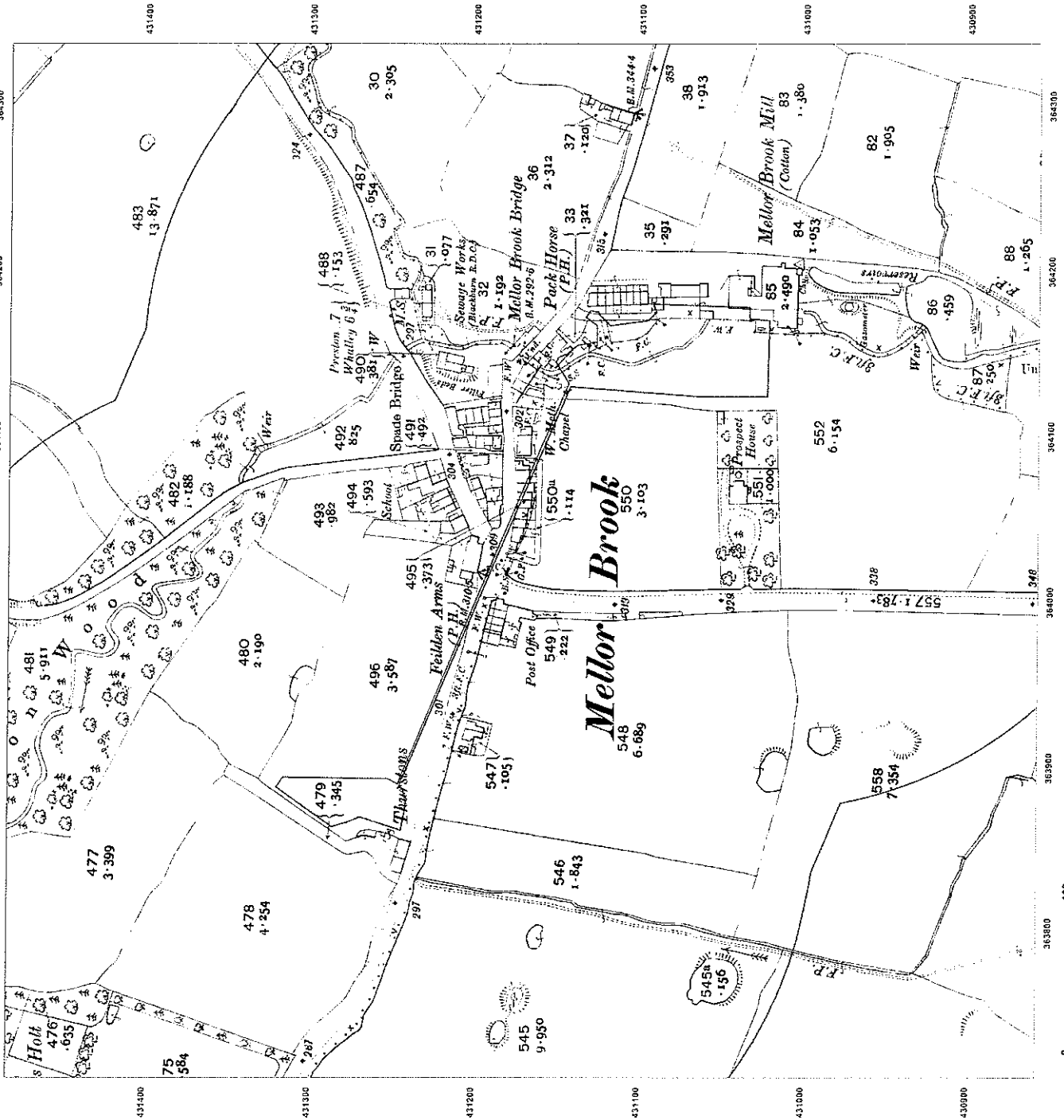


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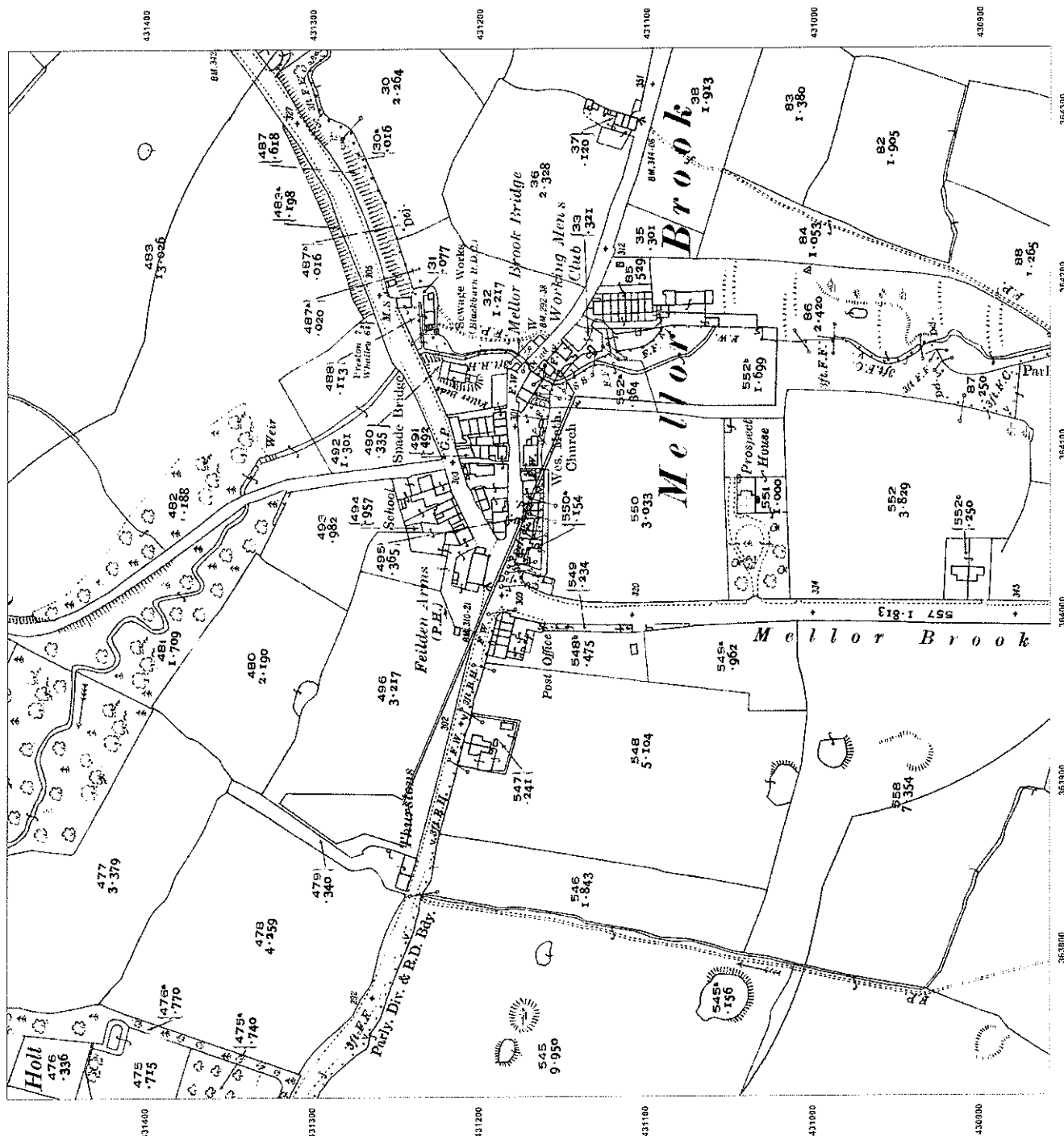
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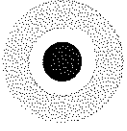
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ENVIRONMENTAL INSIGHT

Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: National Grid

Map date: 1967

Scale: 1:2,500

Printed at: 1:2,500



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Levelled 1961

Surveyed 1967
Revised 1967
Edition N/A
Copyright 1968
Levelled 1961

Surveyed 1967
Revised 1967
Edition N/A
Copyright 1968
Levelled 1961

Surveyed 1967
Revised 1967
Edition N/A
Copyright 1968
Levelled 1961

3 2 0 1 2 0 2 6 9 R

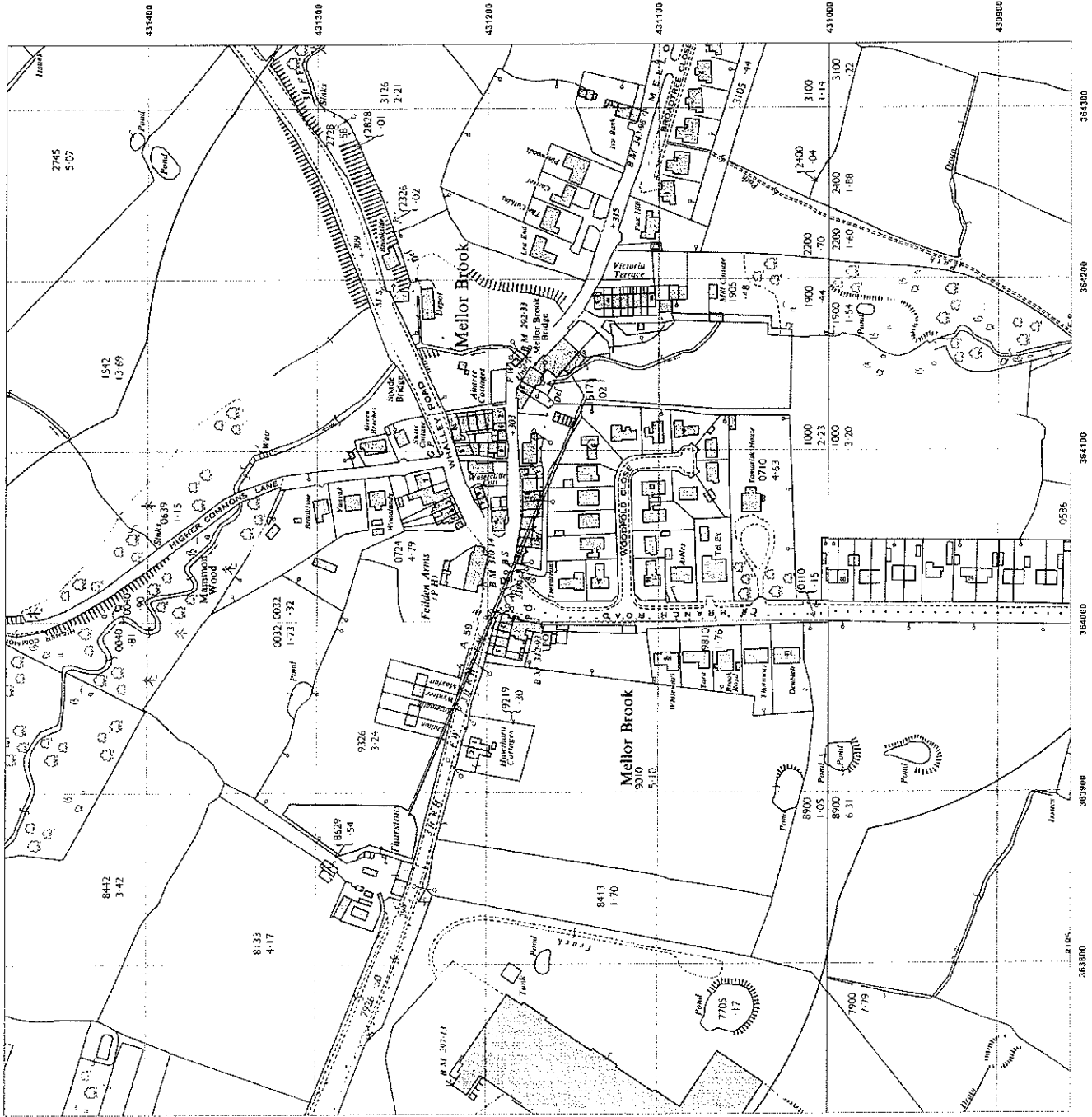
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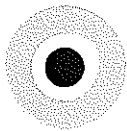
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: National Grid

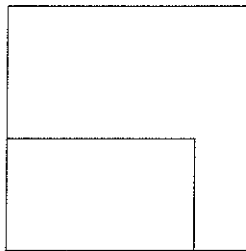
Map date: 1976

Scale: 1:2,500

Printed at: 1:2,500



Surveyed N/A
Revised N/A
Edition N/A
Copyright N/A
Levelled 1976



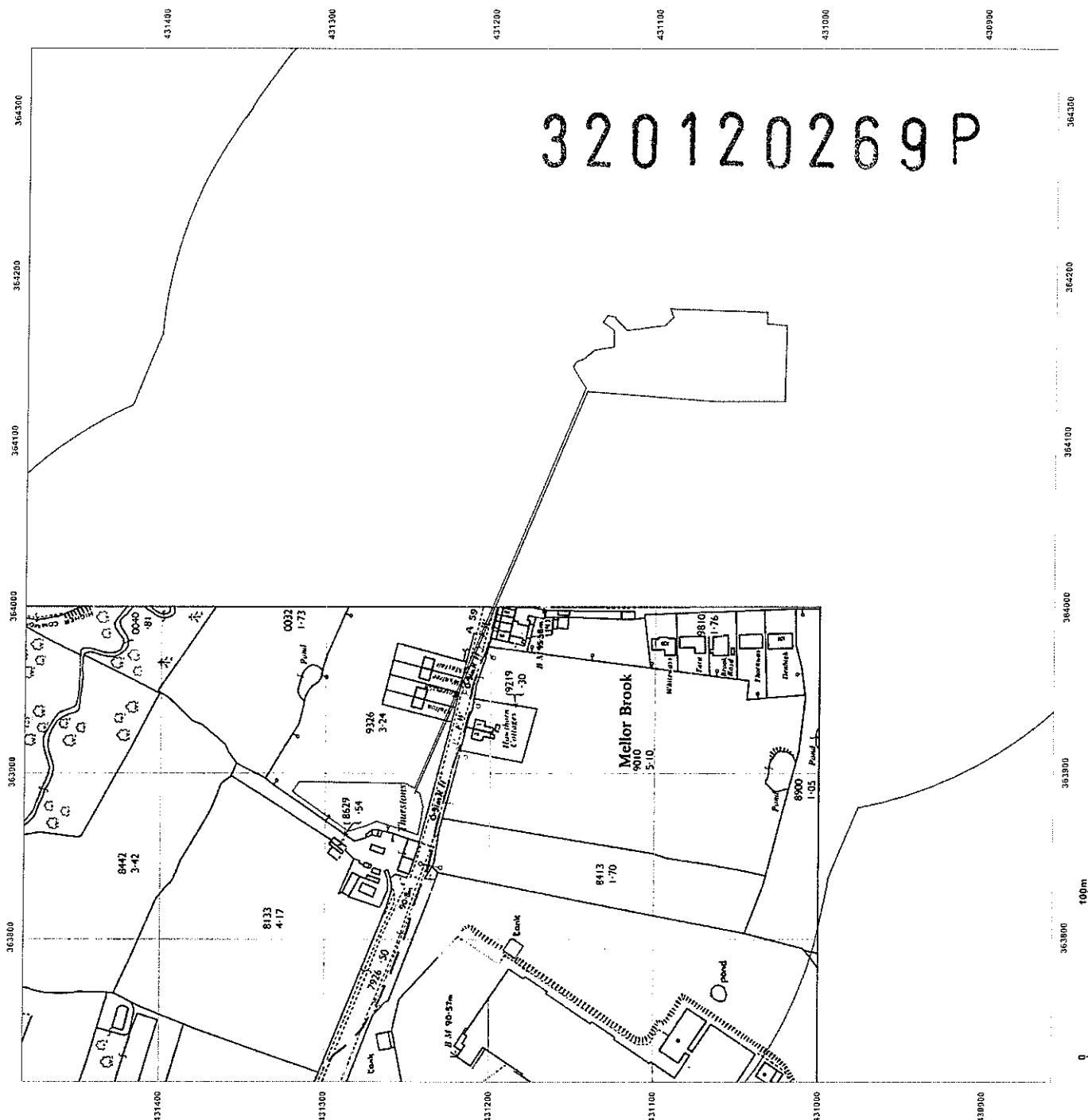
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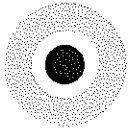
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: National Grid

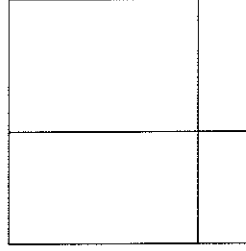
Map date: 1992-1995

Scale: 1:2,500

Printed at: 1:2,500



Surveyed 1993
Revised N/A
Edition N/A
Copyright N/A
Levelled N/A



Surveyed N/A
Revised N/A
Edition N/A
Copyright 1995
Levelled N/A

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Revised N/A
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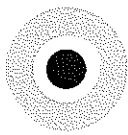
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Site Details:

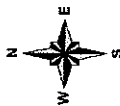
Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: MasterMap

Map date: 2011

Scale: 1:2,500

Printed at: 1:2,500



320120269P

2011



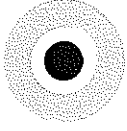
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-156-199012
Grid Ref: 364025, 431170

Map Name: County Series

Map date: 1892

Scale: 1:10,560

Printed at: 1:10,560



320120269P

Surveyed 1892
Revised 1892
Edition NA
Copyright NA
Levelled NA

Surveyed 1892
Revised 1892
Edition NA
Copyright NA
Levelled NA

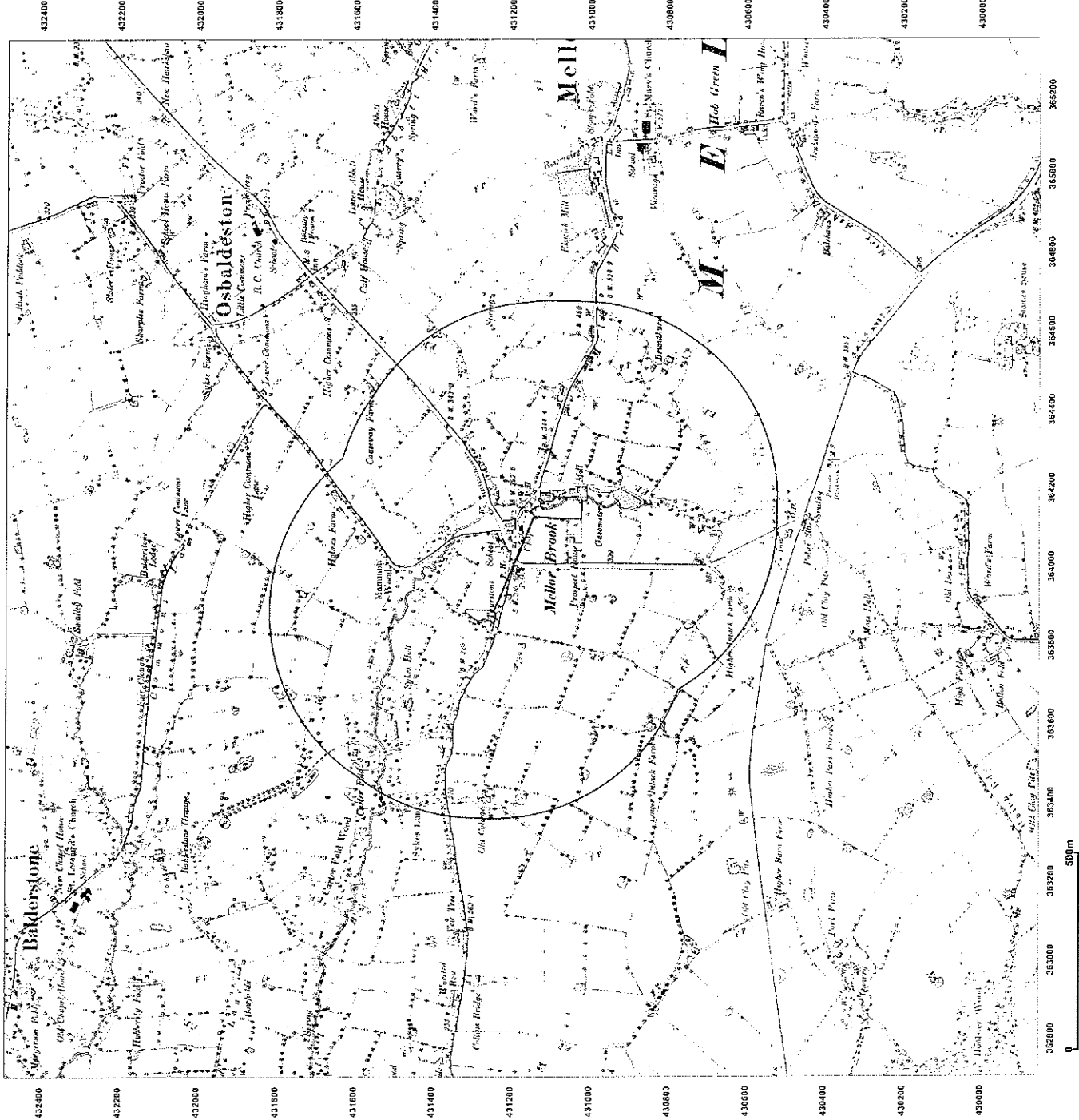


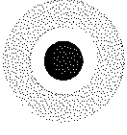
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ENVIRONMENTAL INSIGHT

Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: County Series

Map date: 1910

Scale: 1:10,560

Printed at: 1:10,560



820120269P

Surveyed 1844
Revised 1910
Edition NA
Copyright NA
Levelled NA

Surveyed 1844
Revised 1910
Edition NA
Copyright NA
Levelled NA

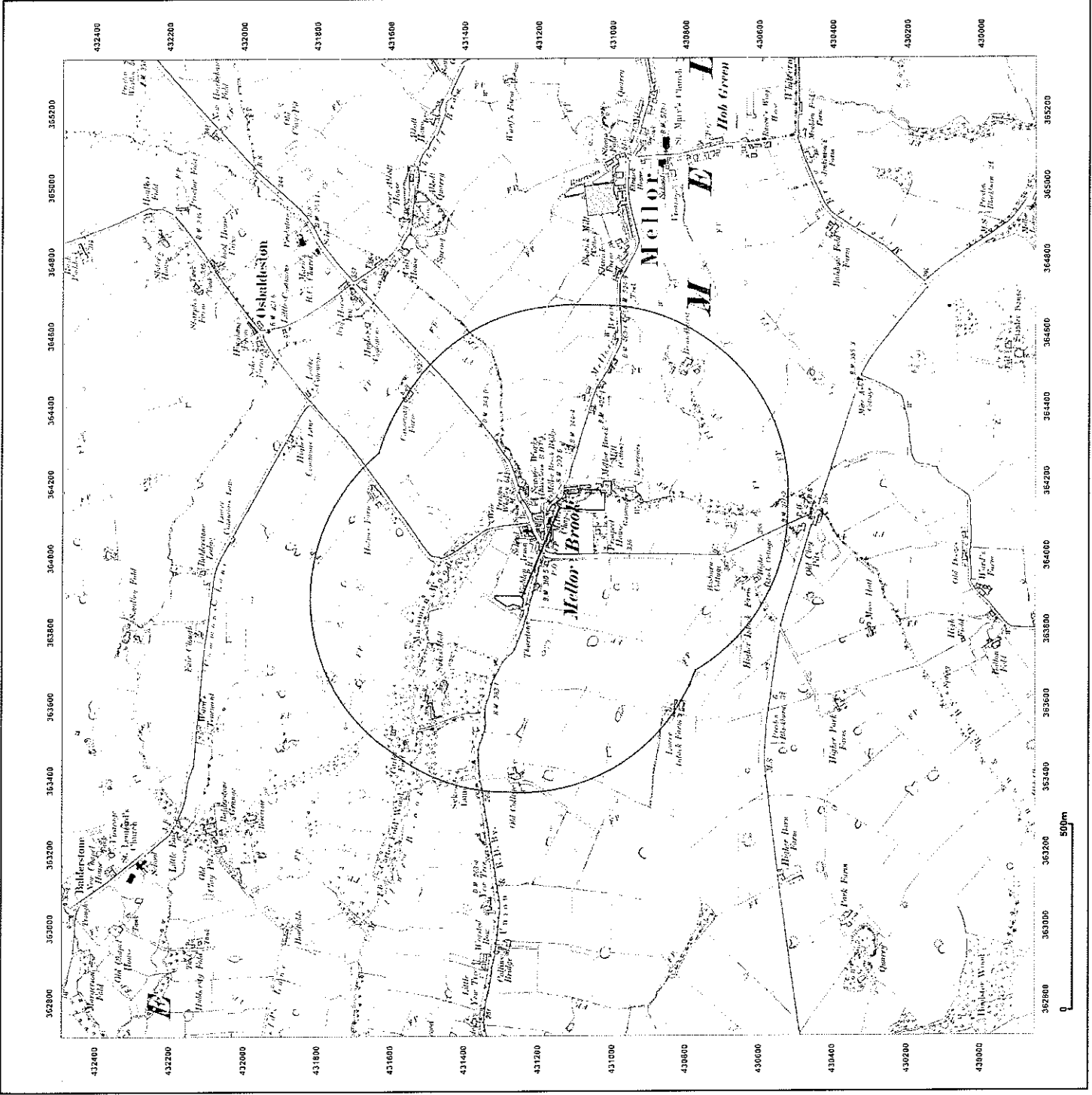


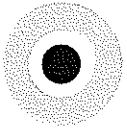
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: County Series

Map date: 1932

Scale: 1:10,560

Printed at: 1:10,560



320120269P

Surveyed 1844
Revised 1932
Edition NA
Copyright NA
Livelied NA

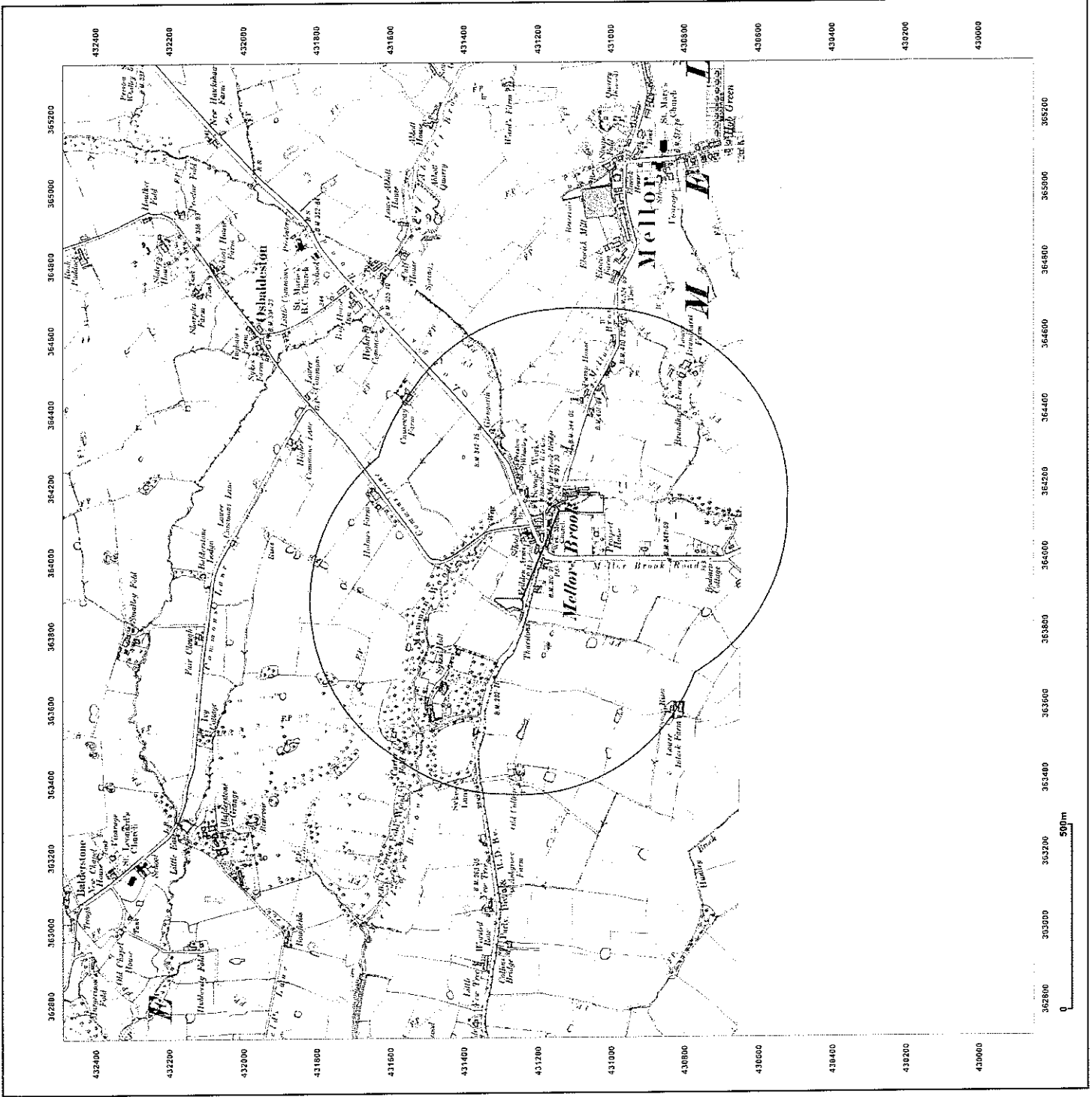
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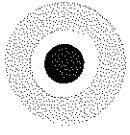
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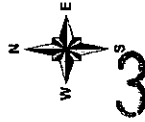
Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: Provisional

Map date: 1951

Scale: 1:10,560

Printed at: 1:10,560



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Revised 1951
Edition NA
Copyright NA
Levelled NA

Surveyed 1951
Revised 1951
Edition NA
Copyright NA
Levelled NA

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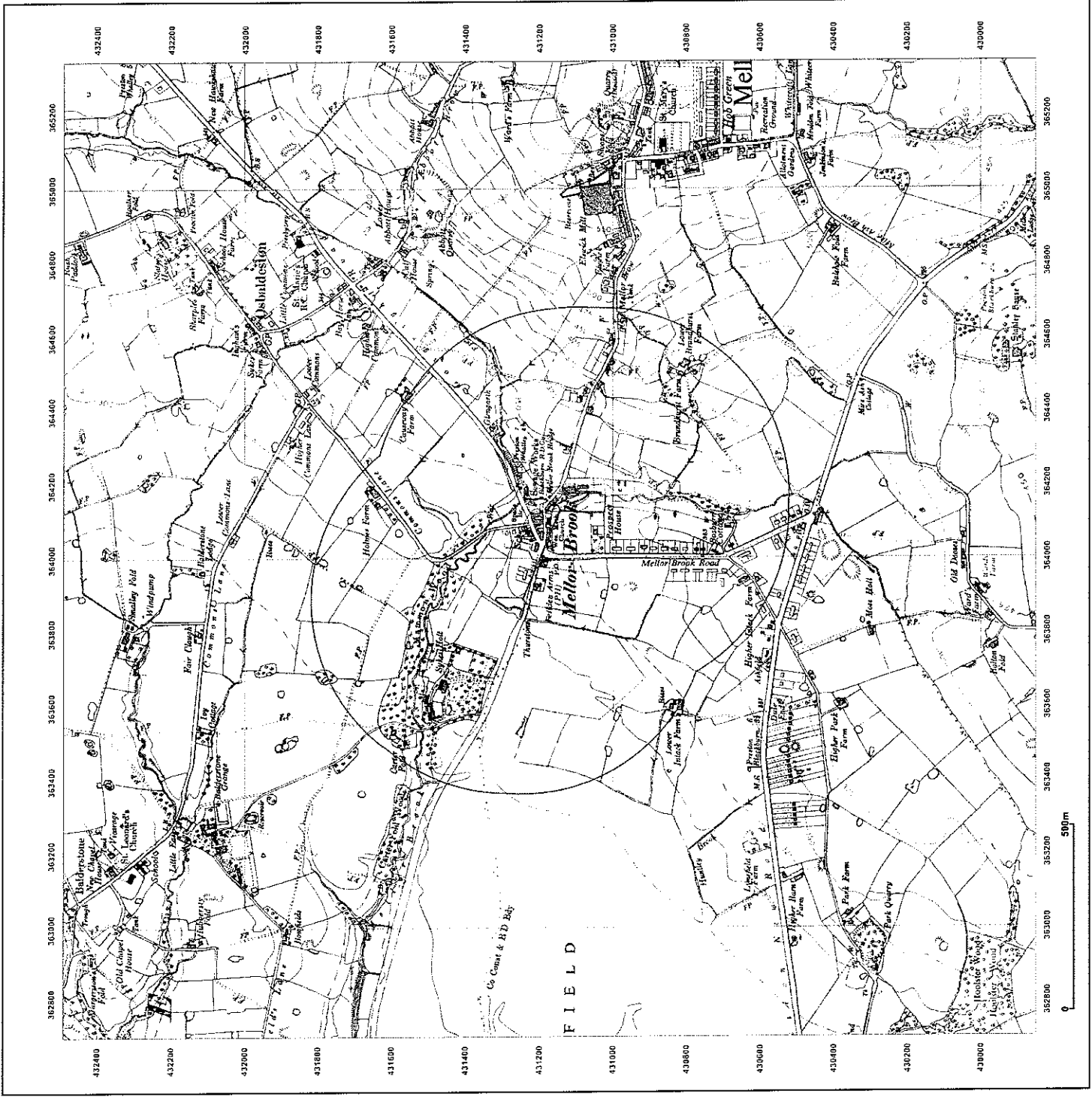


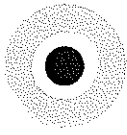
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Site Details:

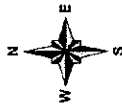
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Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: Provisional

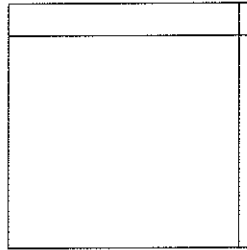
Map date: 1967-1969

Scale: 1:10,560

Printed at: 1:10,560



Surveyed 1969
Revised 1969
Edition NA
Copyright NA
Levelled NA



Surveyed 1967
Revised 1967
Edition NA
Copyright NA
Levelled NA

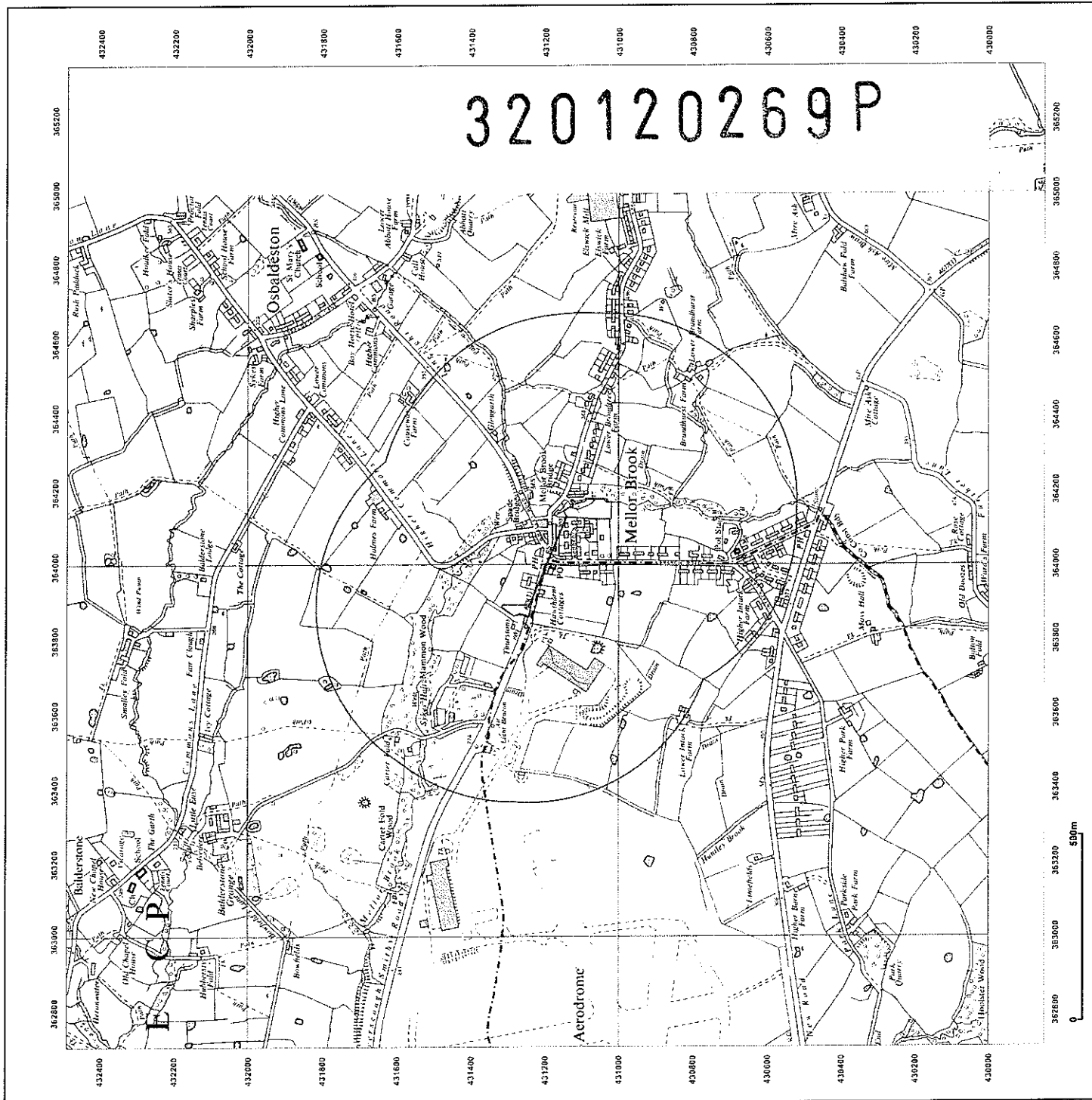


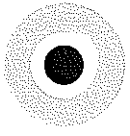
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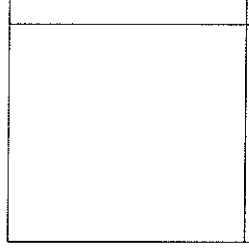
Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: National Grid
Map date: 1969-1974
Scale: 1:10,000
Printed at: 1:10,000



Surveyed 1967
Revised 1969
Edition NA
Copyright NA
Levelled NA



Surveyed 1970
Revised 1970
Edition NA
Copyright NA
Levelled NA

Surveyed 1973
Revised 1974
Edition NA
Copyright NA
Levelled NA

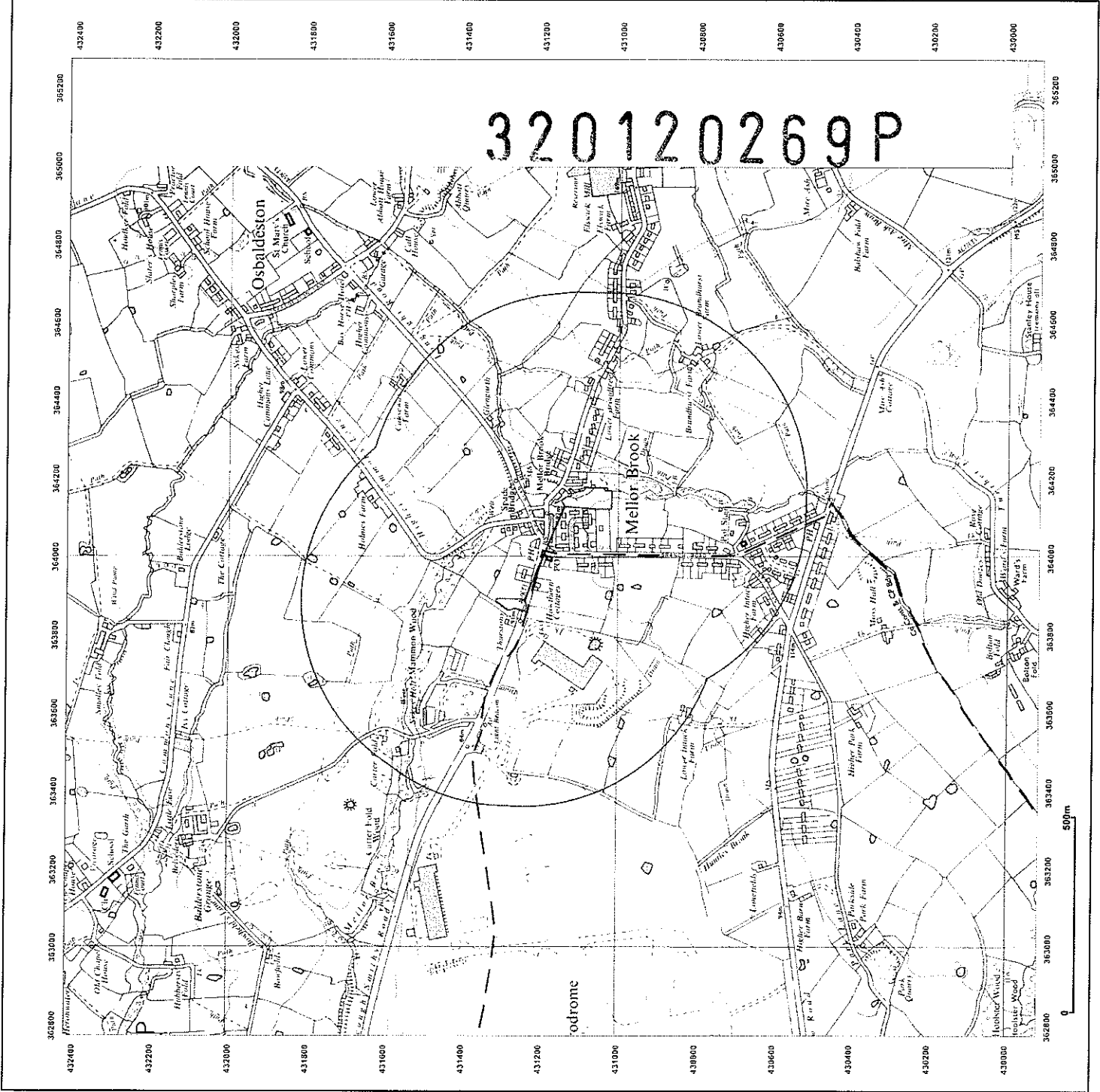


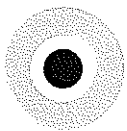
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: 1:10,000 Raster

Map date: 2002

Scale: 1:10,000

Printed at: 1:10,000



2002

320120269P

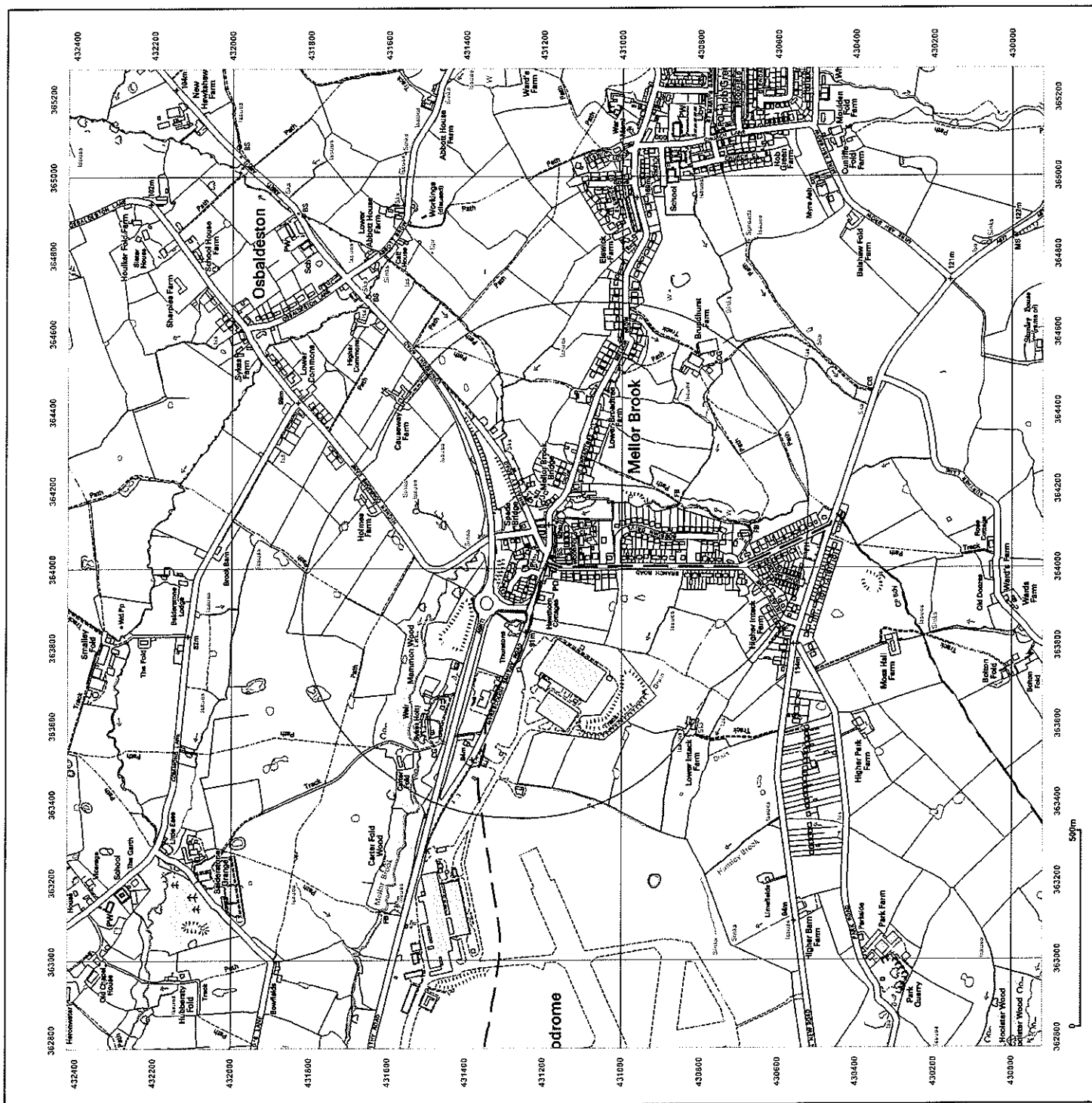


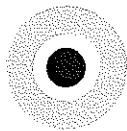
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Site Details:

Client Ref: Mellor Brook
Report Ref: HMD-166-199012
Grid Ref: 364025, 431170

Map Name: National Grid

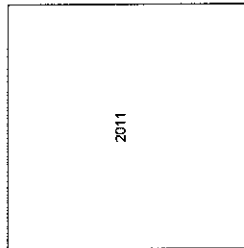
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20120269P

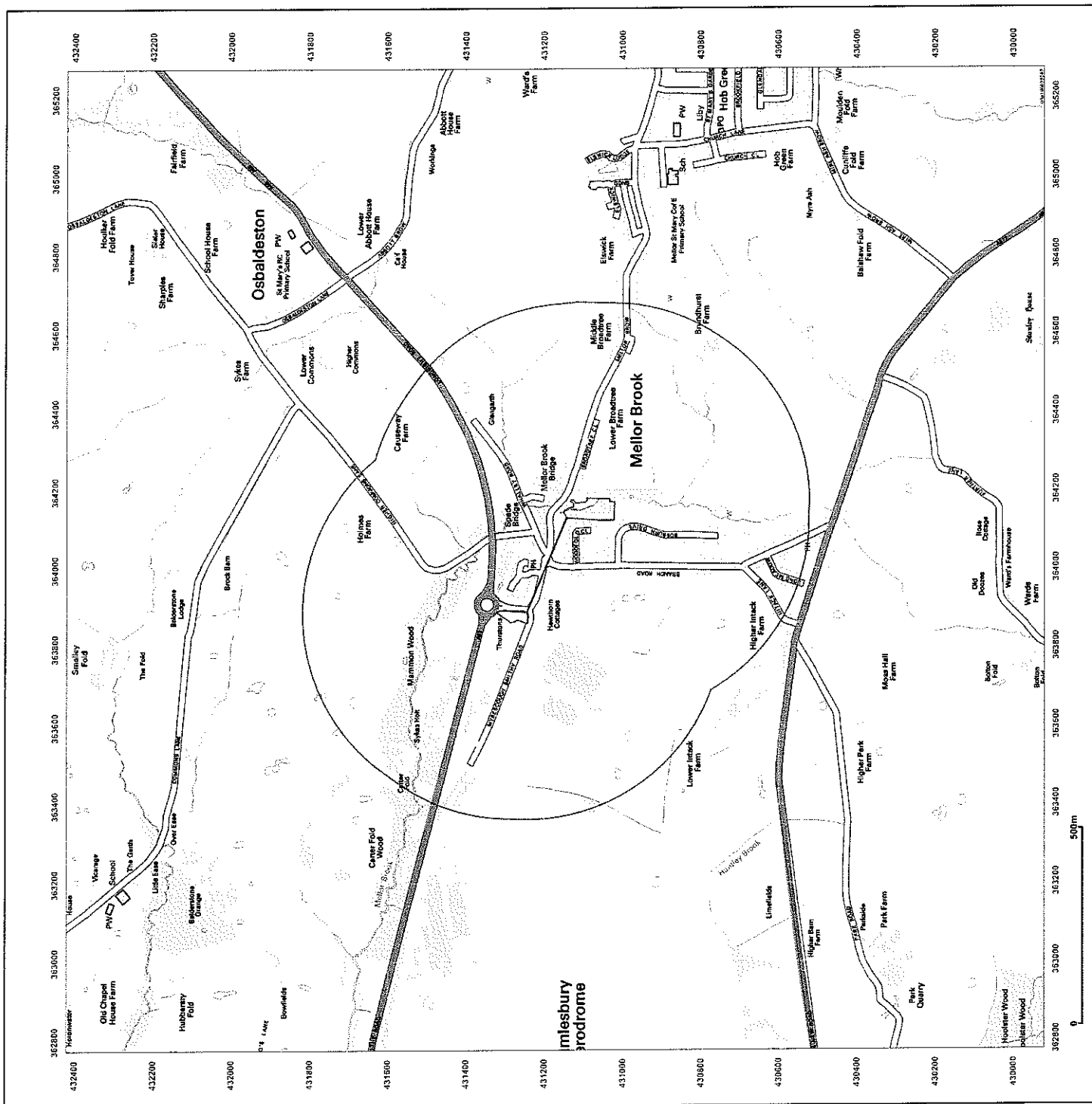


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David F Goodger & Associates Chartered Engineer
Grange Barn,
BB12 9JE

GroundSure
Reference:

HMD-166-199013

Your Reference:

Mellor Brook

Report Date:

Nov 15, 2011

Report Delivery
Method:

xml

Client Email:

dga_barley@yahoo.co.uk

GroundSure EnviroInsight

320120269P

Address:

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,

A handwritten signature in black ink, appearing to be 'D. F. Goodger', followed by a large, stylized flourish or 'O'.

Managing Director
Groundsure Limited

Enc.
GroundSure EnviroInsight

Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC.
© Copyright Getmapping PLC 2003. All Rights Reserved

Site Name:
Grid Reference: 363883,431291
Size of Site: 0.80 ha

320120269P

Overview of Findings

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

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



3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	0	3	6	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	0	0	-	-
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

4. Geology	Description
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	Yes
4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	

Source: Scale: 1:50,000 BGS Sheet 075

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

5. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
5.1 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		
5.3 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	2	-
5.4 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.5 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
5.6 Are there any Source Protection Zones within 500m of the study site?					No	
5.7 River Quality						
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	2	0	6	8	-	-
5.9 Surface water features within 250m of the study site	Yes	Yes	Yes	-	-	-

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

7. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251-500	501-1000	1001-1500
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-

7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	1	0	0	0	-	-

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence? Very Low

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? Negligible

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

320120269P

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.

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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. These searches are conducted using radii of up to 500m.

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

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

Note: Maps

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

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

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

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1. Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

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

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site: 0

Database searched and no data found.

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

Database searched and no data found.

Records of Licensed Discharge Consents within 500m of the study site: 3

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

ID	Distance	Direction	NGR	Details	
5	0.0	On Site	364150, 431120	Address: Mellor Brook Sewage Ps, Ribble Valley, Lancashire Effluent Type: Sewage Discharges - Sewer Storm Overflow - Water Company Permit Number: 01LA0845 Permit Version: 1	Receiving Water: Mellor Brook Status: Revoked - Unspecified Issue date: - Effective Date: - Revocation Date: -
6B	68.0	N	364150, 431220	Address: Off Mellor Brow, Mellor Brook, Lancashire Effluent Type: Sewage Discharges - Unspecified - Water Company Permit Number: 01RIB0022 Permit Version: 1	Receiving Water: - Status: Revoked - Unspecified Issue date: - Effective Date: 1/4/1991 Revocation Date: -
7B	68.0	N	364150, 431220	Address: Off Mellor Brow, Mellor Brook, Lancashire Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: 01RIB0022 Permit Version: 2	Receiving Water: - Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: - Effective Date: 1/1/1995 Revocation Date: -

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

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

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

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site: 4

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

ID	Distance	Direction	NGR	Details	
1A	158.0	NE	363991, 431441	Incident Date: 18/6/2010 Incident Identification: 791542 Pollutant: Inert Materials and Wastes Pollutant Description: Soils and Clay	Water Impact: Category 4 (No Impact) Land Impact: Category 2 (Significant) Air Impact: Category 4 (No Impact)
2A	158.0	NE	363991, 431441	Incident Date: 18/6/2010 Incident Identification: 791542 Pollutant: Inert Materials and Wastes Pollutant Description: Construction and Demolition Materials and Wastes	Water Impact: Category 4 (No Impact) Land Impact: Category 2 (Significant) Air Impact: Category 4 (No Impact)
3A	158.0	NE	363991, 431441	Incident Date: 18/6/2010 Incident Identification: 791542 Pollutant: Inert Materials and Wastes Pollutant Description: Rocks and Gravel	Water Impact: Category 4 (No Impact) Land Impact: Category 2 (Significant) Air Impact: Category 4 (No Impact)
4	196.0	SW	363710, 431120	Incident Date: 10/1/2003 Incident Identification: 130256 Pollutant: Oils and Fuel Pollutant Description: Cutting Oils	Water Impact: Category 3 (Minor) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)

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

Report Reference: HMD-166-199013

Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990

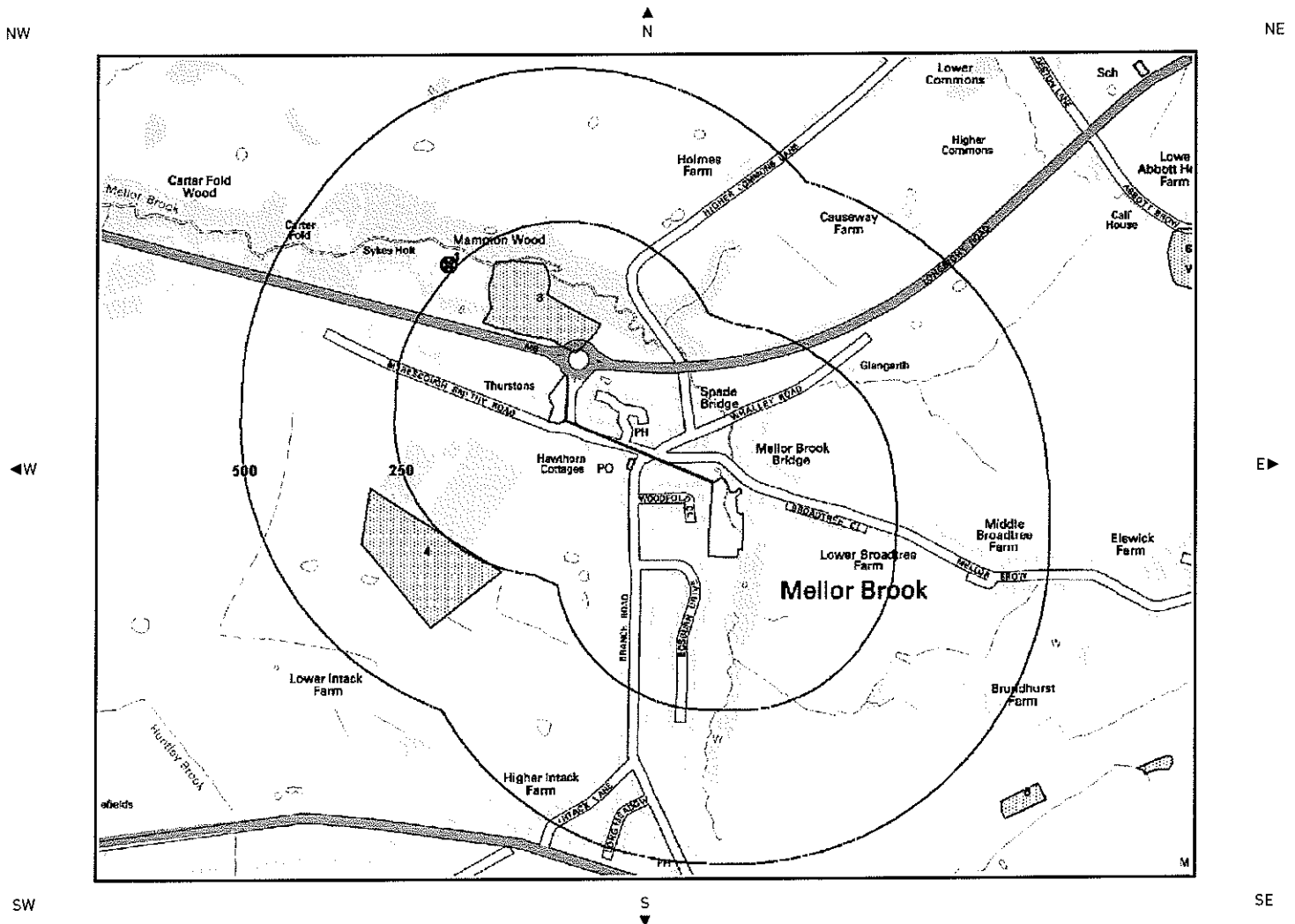
How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?

0

Database searched and no data found.

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2. Landfill and Other Waste Sites Map



Landfill & Other Waste Sites Legend

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



2. Landfill and Other Waste Sites

2.1 Landfill Sites

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

4

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

ID	Distance	Direction	NGR	Details
3	40.0	NE	363800, 431400	Site Address: Land adjacent to A59, Land adjacent to A59, Mellor Brook, Blackburn, Lancashire Waste Licence: Yes Site Reference: WD/100/430, L1/03/430, WR/K1/3/048, Licence No 355 Waste Type: Inert Regis Reference: - Licence Issue: 04-Jun-1991 Licence Surrendered: 14-Apr-1994 Licence Hold Address: Durran Hill, Carlisle Operator: -
4	246.0	SW	363600, 431000	Site Address: Land Adjacent 3B Shed, Samlesbury British Aerospace, Samlesbury Aerodrome, Samlesbury, Balderstone, Lancashire Waste Licence: Yes Site Reference: CE/98/000178, L1/07/093, K1/07/008; Licence No 59 Waste Type: Inert Regis Reference: - Licence Issue: 29-Sep-1977 Licence Surrendered: 11-Feb-1994 Licence Hold Address: Samlesbury Airfield, Near Preston Operator: -
5	589.0	SE	364600, 430600	Site Address: Brundhurst Farm, Mellor, Ribble Valley, Lancashire Waste Licence: Yes Site Reference: K1/03/012, L1/03/219 Waste Type: Inert Regis Reference: - Licence Issue: 01-Mar-1985 Licence Surrendered: 02-Aug-1988 Licence Hold Address: - Operator: -
6	780.0	NE	364900, 431400	Site Address: Abbot Brow, Abbot Brow, Mellor, Lancashire Waste Licence: - Site Reference: K1/03/004, 200/137 Waste Type: Industrial, Commercial, Household Regis Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Ribble Valley Borough Council

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

2

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

ID	Distance	Direction	NGR	Details
1	260.0	NW	363700, 431500	Site Address: Landfill adj. to A59, Mellor Brook, BLACKBURN, Lancashire, Landfill Licence: 25JAABAL Agency Reference: Waste Type: Inert Waste Description: Inert Landfill Known Restrictions: Some restriction on source of waste Record Date: 01-Jun-1991 Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: EA - North West Region - Central Area (Preston) Size: Undefined

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Not shown	824 0	E	365001, 431001	Site Address: Abbott Brow Landfill Site, Mellor, BLACKBURN, Lancashire Landfill Licence: 250AFFAL Agency Reference: Waste Type: Difficult Waste Description: Difficult Landfill Known Restrictions: No known restriction on source of waste	Record Date: Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: EA - North West Region - Central Area (Preston) Size: Undefined
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Records of BGS/DoE non-operational landfill sites within 1500m of the study site: 0

Database searched and no data found.

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

Database searched and no data found.

2.2 Other Waste Sites

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

Database searched and no data found.

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

Database searched and no data found.

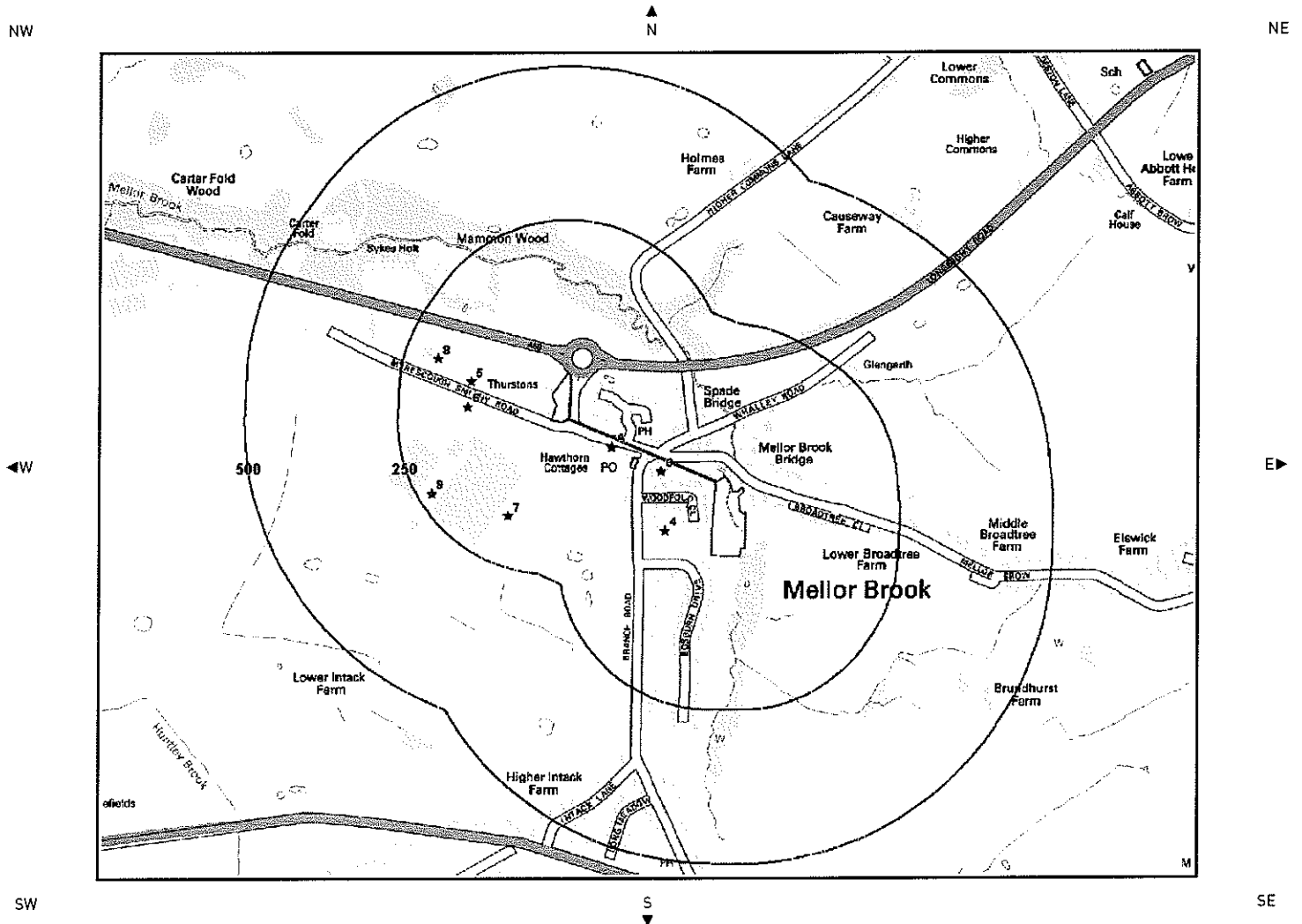
Records of Environment Agency licensed waste sites within 1500m of the study site: 0

Database searched and no data found.

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3. Current Land Use Map



Current Land Use Legend



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-  Site Outline
-  Search Buffers (m)
-  Current Industrial Sites
-  Petrol & Fuel Sites
-  Underground High Pressure Oil & Fuel Pipelines

3. Current Land Uses

3.1 Current Industrial Data

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

9

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

ID	Distance	Direction	Company	Address	Activity	Category
1A	13.0	SW	Gas Valve Compound	BB2	Gas Features	Infrastructure and Facilities
2A	14.0	SW	Gas Valve Compound	BB2	Gas Features	Infrastructure and Facilities
3	19.0	SW	Electricity Sub Station	BB2	Electrical Features	Infrastructure and Facilities
4	77.0	W	Telephone Exchange	BB2	Telecommunications Features	Infrastructure and Facilities
5	134.0	W	Mast	BB2	Telecommunications Features	Infrastructure and Facilities
6	138.0	W	Tank	BB2	Tanks (Generic)	Industrial Features
7	171.0	SW	Tank	BB2	Tanks (Generic)	Industrial Features
8	196.0	W	Clarendon Haulage Ltd	New Trees Garage, Myerscough Road, Mellor Brook, Blackburn, BB2 7LB	Distribution and Haulage	Transport, Storage and Delivery
9	228.0	SW	Tank	BB2	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. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

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

4.2 Superficial Ground and Drift Geology

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

Lex Code	Description	Rock Type
TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON

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

4.3 Bedrock and Solid Geology

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

LEX Code	Description	Rock Type
PG-SDST	PENDLE GRIT MEMBER	SANDSTONE
PG-SLSD	PENDLE GRIT MEMBER	SILTY SANDSTONE

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

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

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5a. Hydrogeology - Aquifer Within Superficial Geology

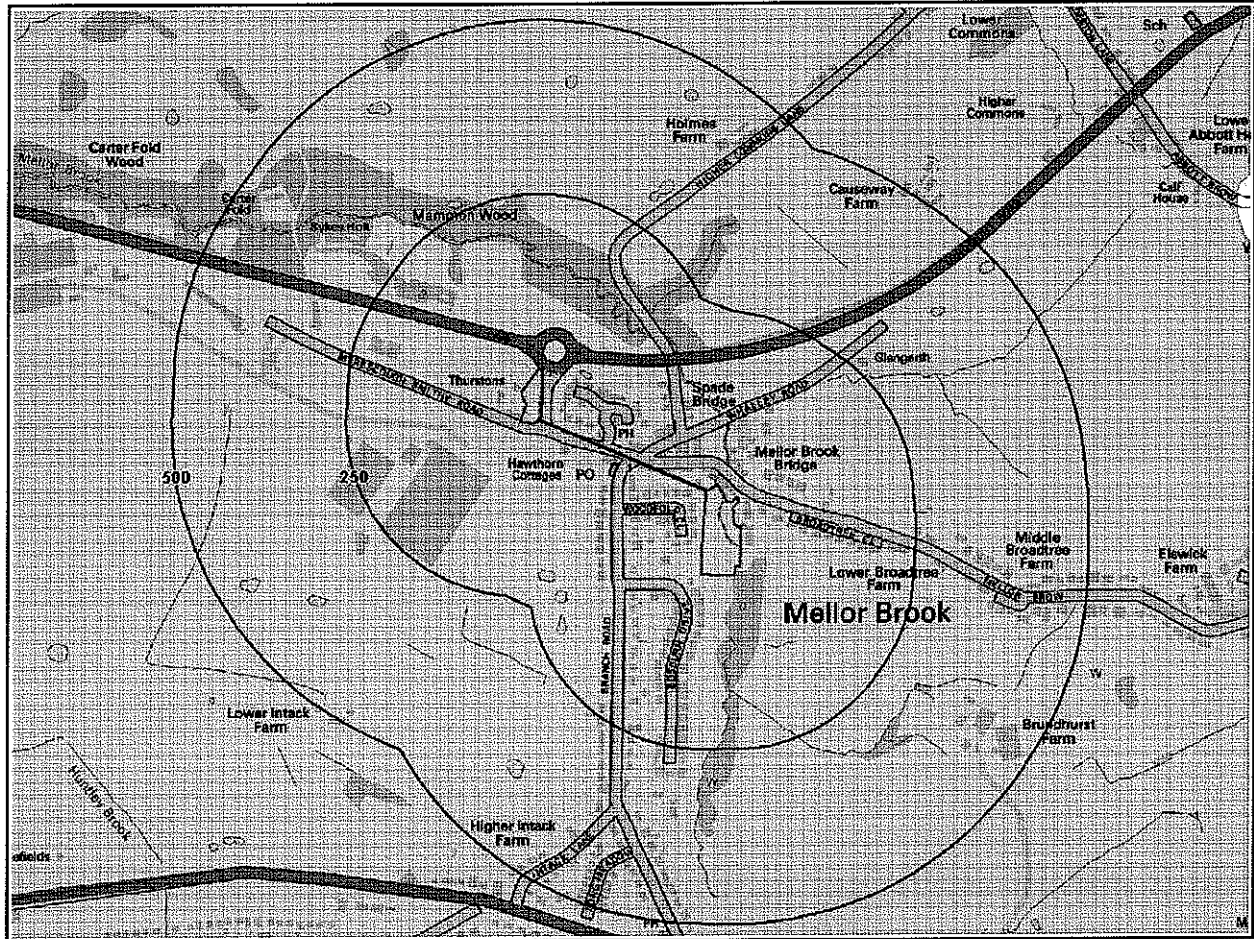
NW

N

NE

W

E



SW

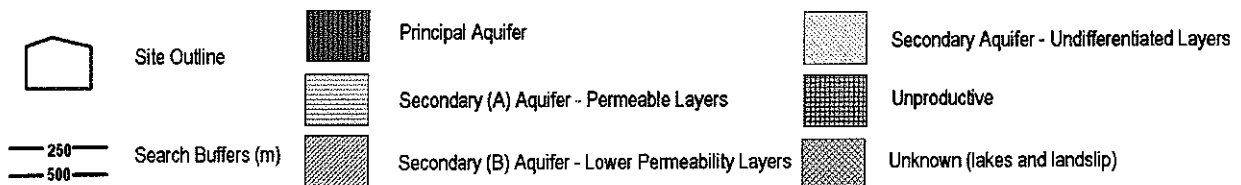
S

SE

Aquifer Within Superficial Geology Legend

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5b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses

NW

N

NE

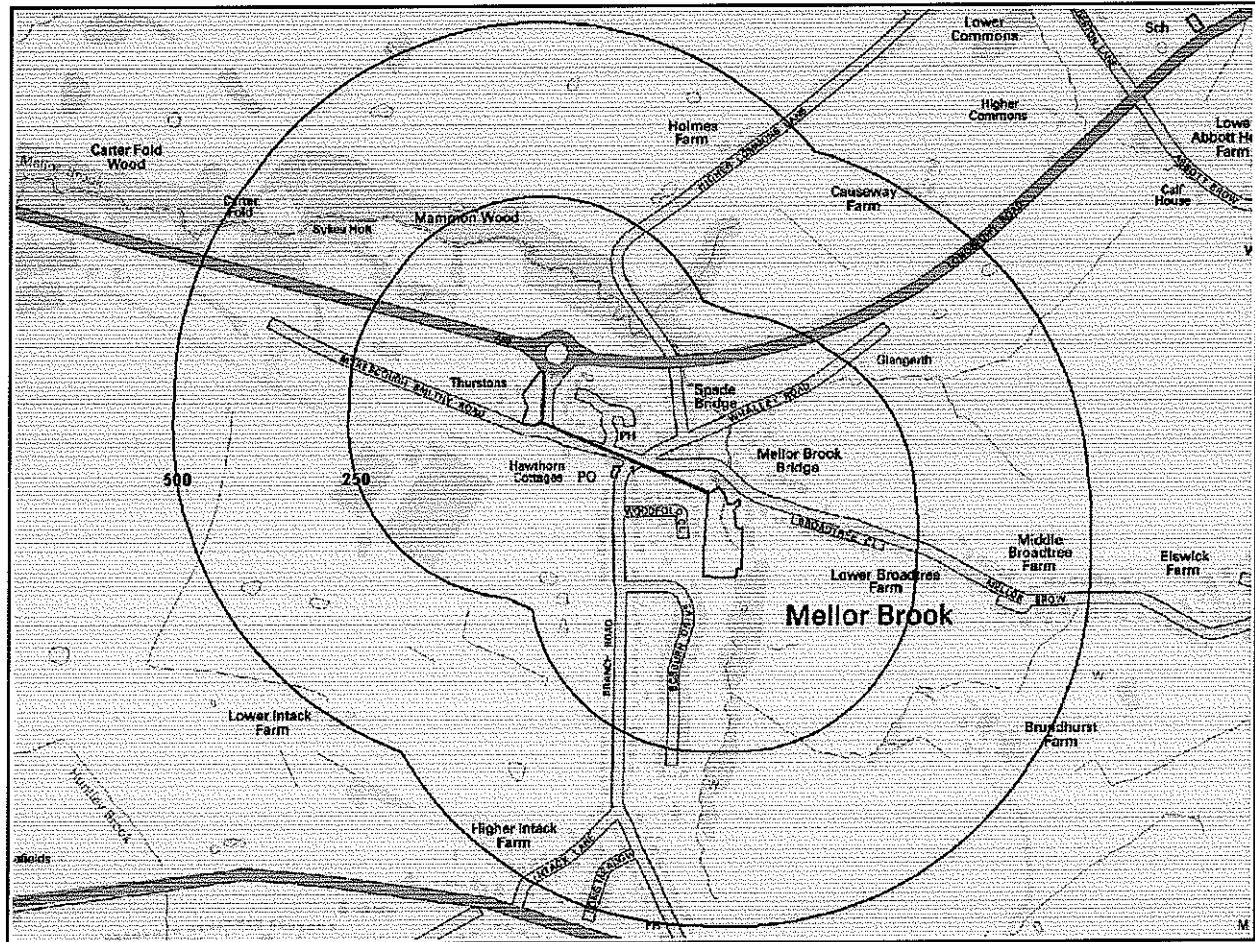
W

E

SW

S

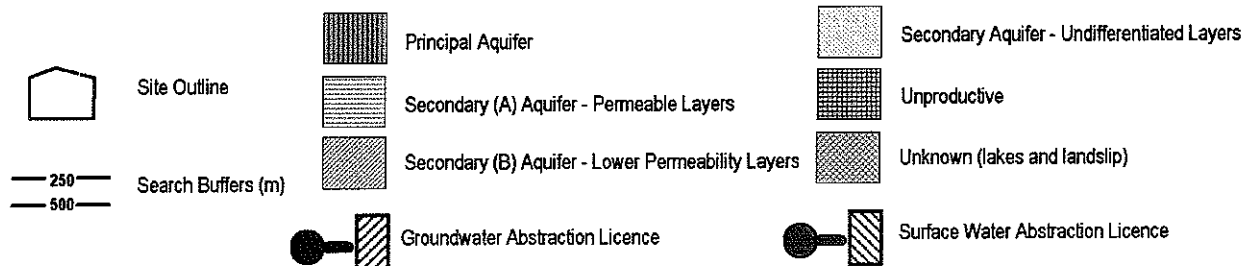
SE



Aquifer Within Bedrock Geology Legend

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

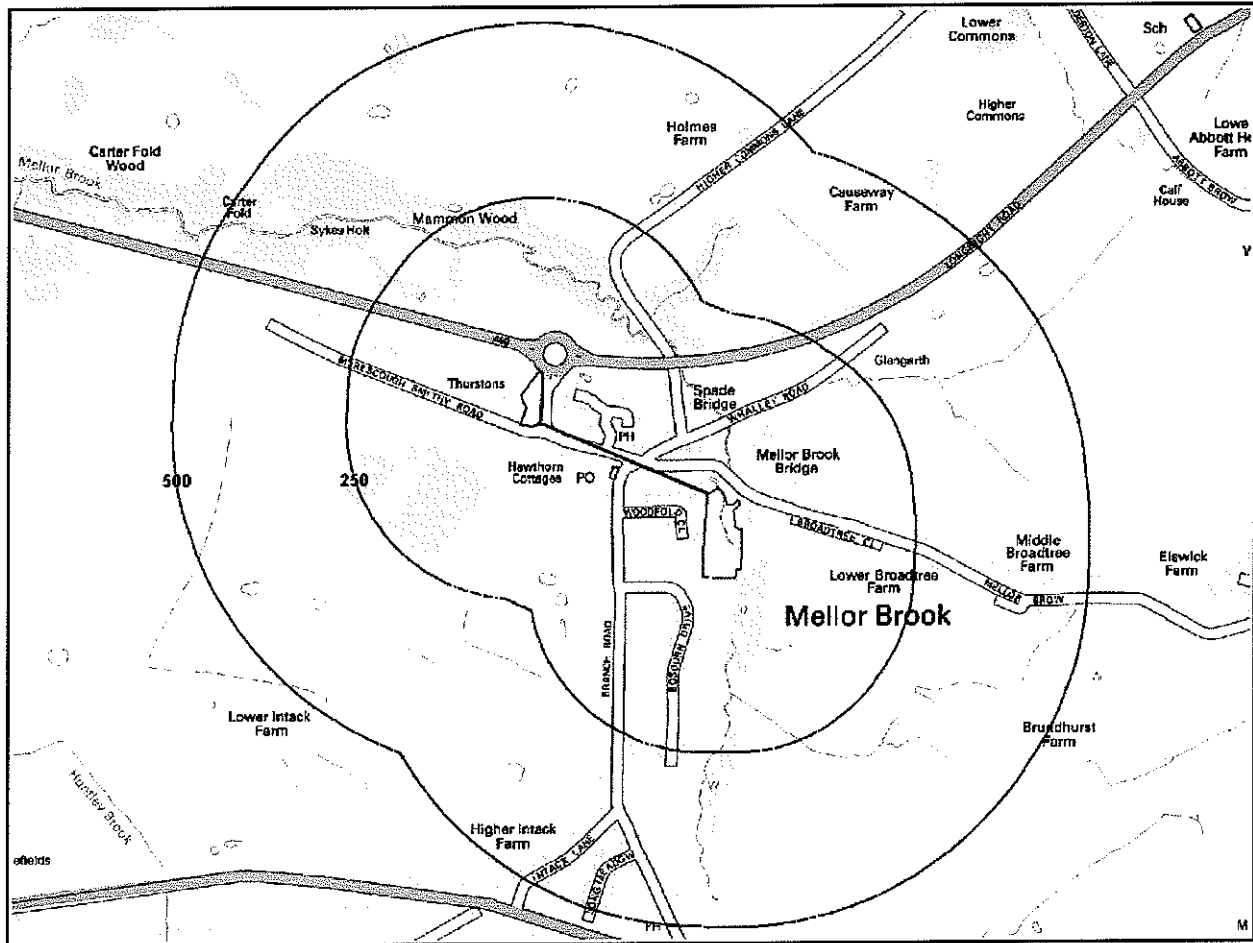
NW

N

NE

W

E



SW

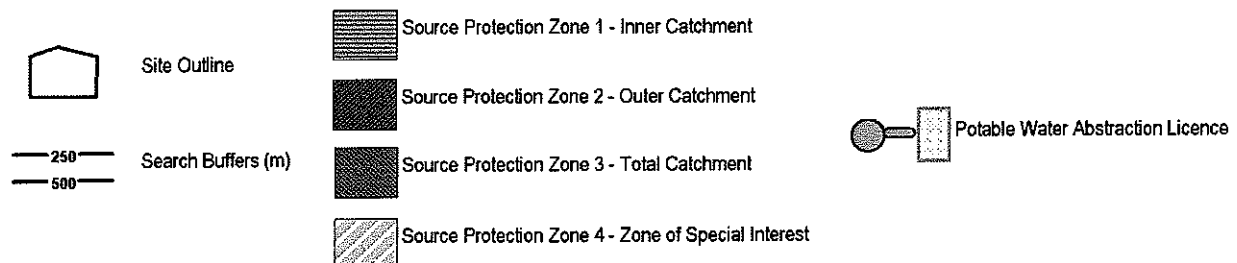
S

SE

SPZ and Potable Water Abstraction Licenses Legend

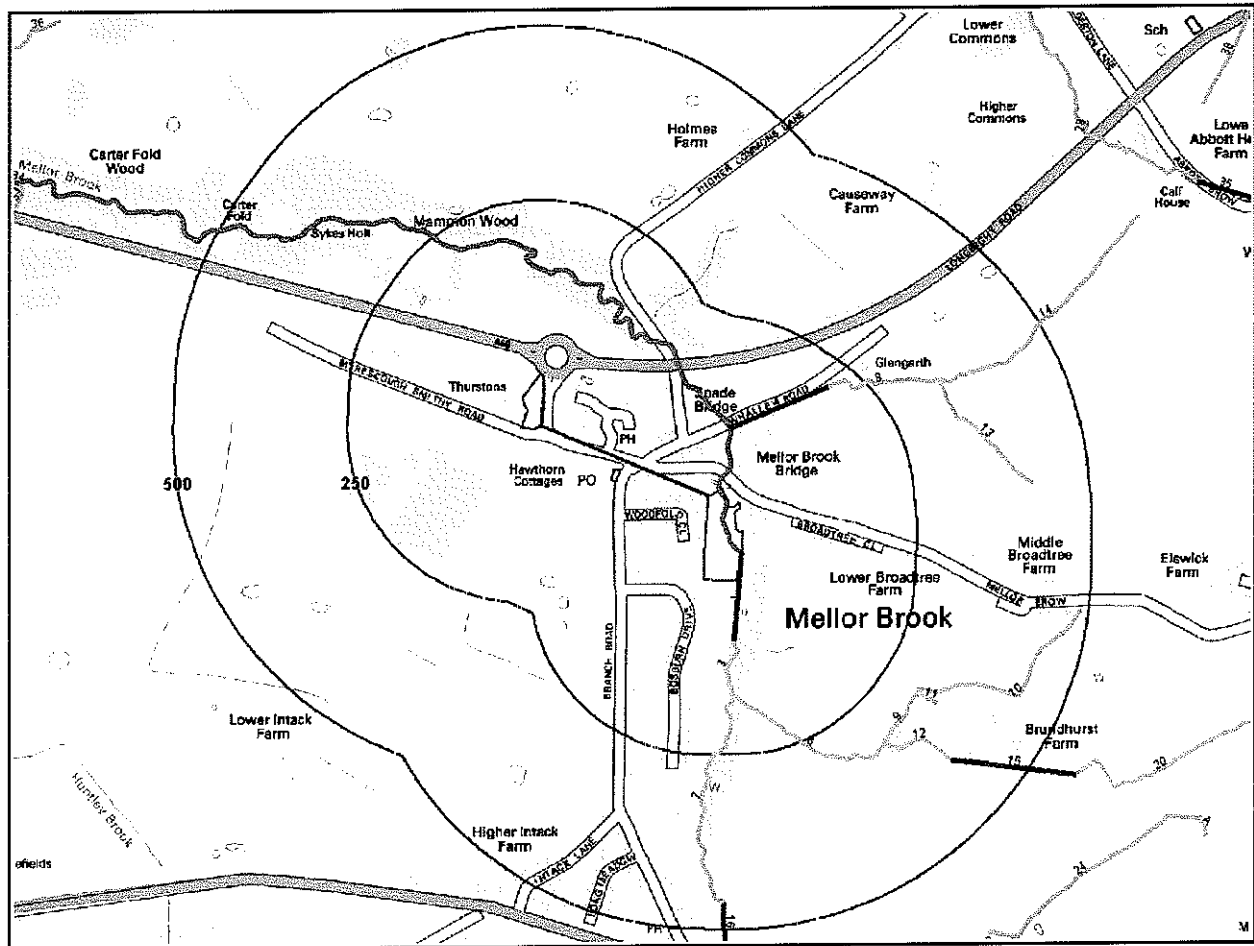
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5d. Hydrology – Detailed River Network and River Quality



Hydrology Legend

	Site Outline		Primary River		Canal
	250		Secondary River		Canal Tunnel
	500		Tertiary River		Extended Culvert (greater than 50m)
			Lake/Reservoir		D/S of High Water Mark
			Underground River (inferred)		D/S seaward extension
			General Quality Assessment: Chemistry		General Quality Assessment: Biology

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5. Hydrogeology and Hydrology

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	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow

5.2 Aquifer 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 1000m of the study site? **Yes**

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

ID	Distance	Direction	NGR	Details
Not shown	817.0	SE	364700, 430400	Licence No: 2671338010 Details: General use relating to Secondary Category (Medium Loss) Direct Source: Ground Water - North West Region Point: Well At Mellor, Blackburn. Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 3642 Original Start Date: 20/4/1966 Expiry Date: - Issue No: 100 Version Start Date: 20/4/1966 Version End Date:
Not shown	817.0	SE	364700, 430400	Licence No: 2671338010 Details: General use relating to Secondary Category (Medium Loss) Direct Source: Ground Water - North West Region Point: "well At Mellor, Blackburn." Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 3642 Original Start Date: 20/4/1966 Expiry Date: - Issue No: 100 Version Start Date: 20/4/1966 Version End Date:

5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m of the study site?

No

Database searched and no data found.

5.5 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

Biological Quality:

Database searched and no data found.

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	Direction	Details	
1	0.0	On Site	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
2	0.0	On Site	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined

Report Reference: HMD-166-199013

3	88.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
4	91.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
5	91.0	N	River Name: Mellor Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
6	166.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
7	166.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
8	211.0	NE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
9	306.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
10	306.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
11	310.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
12	319.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
13	332.0	NE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
14	335.0	NE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
15	403.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
16	460.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined

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 to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	Yes	Yes	Yes

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6. Environment Agency Flood Map

NW

N

NE

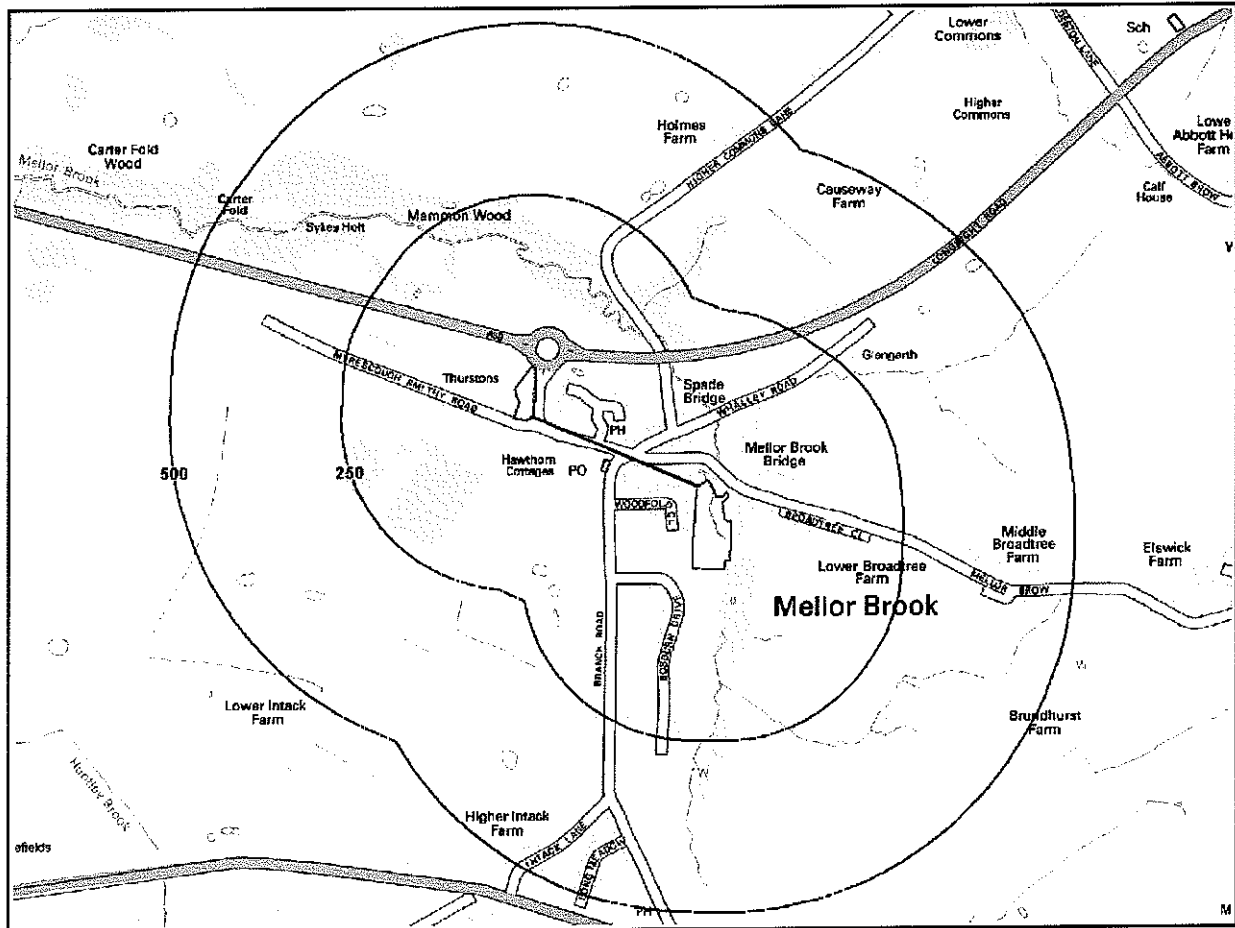
W

E

SW

S

SE

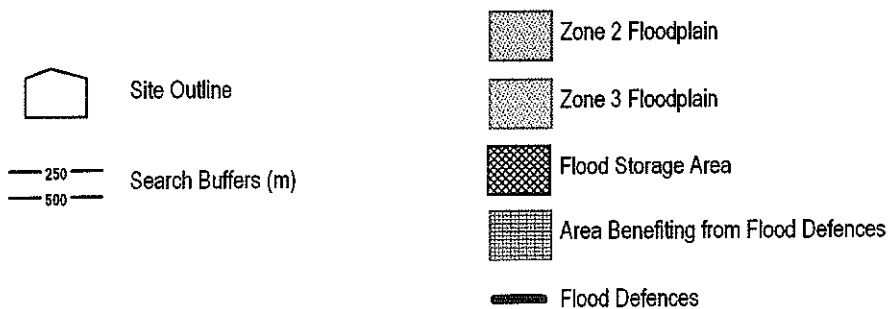


Environment Agency Flood Legend

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6. Flooding

6.1 Zone 2 Flooding

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

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

Database searched and no data found.

6.2 Zone 3 Flooding

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

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

Database searched and no data found.

6.3 Flood Defences

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

6.4 Areas benefiting from Flood Defences

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

6.5 Areas used for Flood Storage

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

6.6 Groundwater Flooding Susceptibility Areas

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

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

6.7 Groundwater Flooding Confidence Areas

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

Moderate

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.

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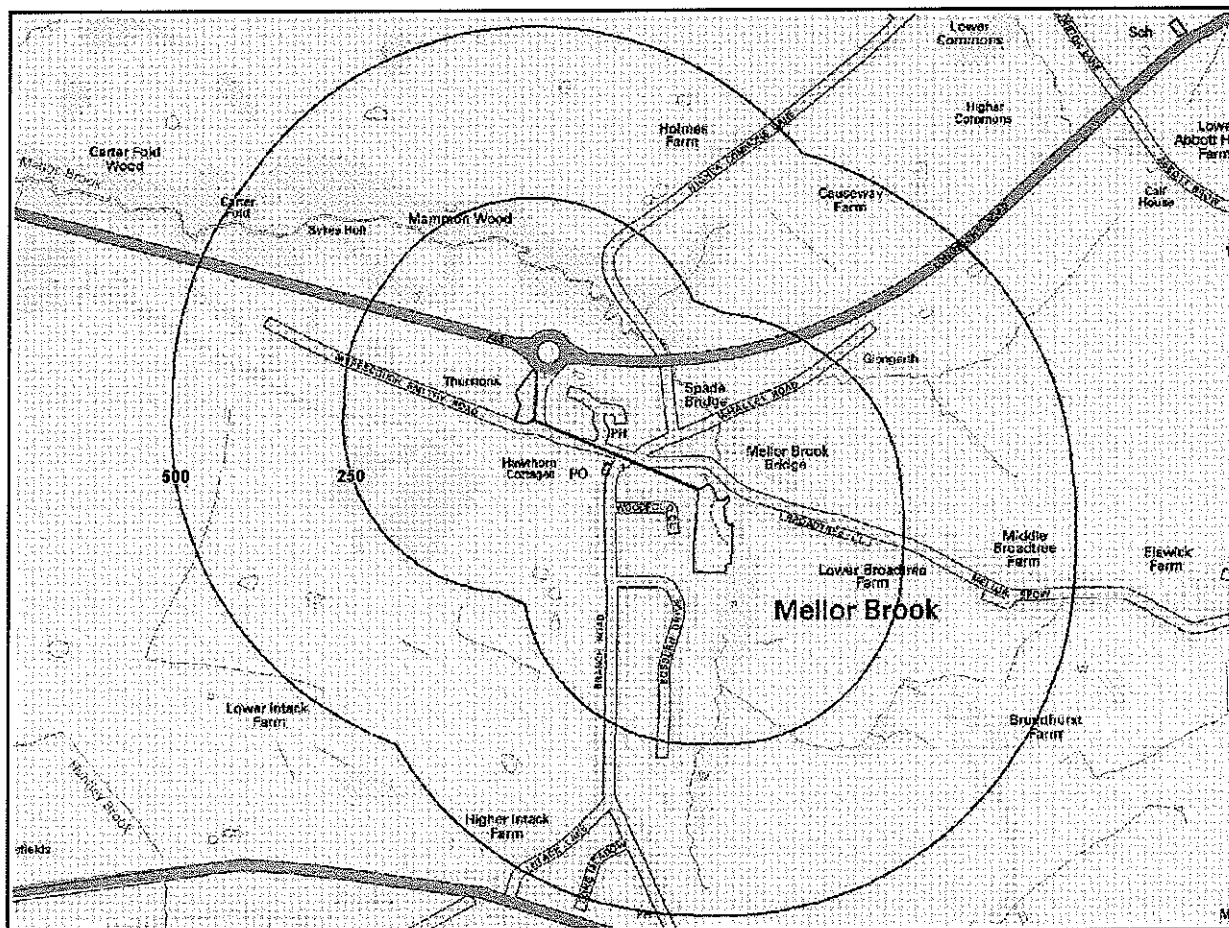
Groundsure
ENVIRONMENTAL INSIGHT

7.Designated Environmentally Sensitive Sites Map

NW

N

NE



SW

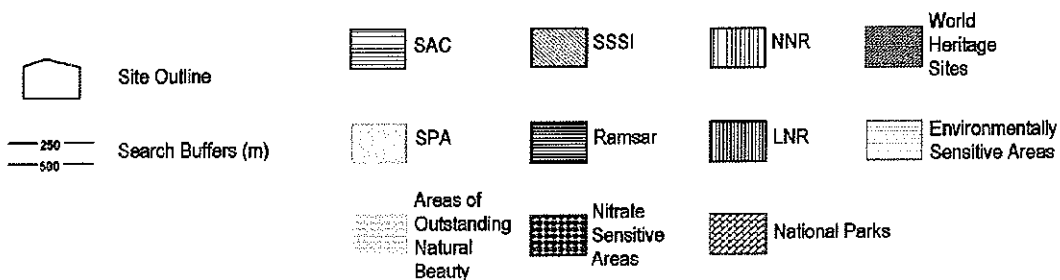
SE

S

Designated Environmentally Sensitive Sites Legend

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7. Designated Environmentally Sensitive Sites

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

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

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

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

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

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

8.1.1 Shrink Swell

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

Very Low

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

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

8.1.2 Landslides

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

Very Low

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

Hazard
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.

8.1.3 Soluble Rocks

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

Null - Negligible

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

8.1.4 Compressible Ground

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

Negligible

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

Hazard
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.

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.

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

9. Mining

9.1 Coal Mining

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

No

Database searched and no data found.

9.2 Shallow Mining

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

Negligible

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

9.3 Brine Affected Areas

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

No

Database searched and no data found.



10. Contacts

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


GroundSure
 ENVIRONMENTAL INSIGHT

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


**British
 Geological Survey**
 NATURAL ENVIRONMENT RESEARCH COUNCIL

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


**Environment
 Agency**

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



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



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



Local Authority
 Authority: South Ribble Borough Council
 Phone: 01772 421491
 Web: www.south-ribblebc.gov.uk
 Address: Civic Centre, West Paddock, Leyland, PR25 1DH

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



Acknowledgements

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

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 conditions unless the context otherwise requires:

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

"Commercial" means any building which is not Residential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 4.2 and 4.3.

4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in clauses 7 and 11.6 shall apply.

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

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

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

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

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- (iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service; and
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.6(v) where such reformatting is in the normal course of providing advice based upon the Services).
- 6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000 the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time
- 7. Liability**
- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of clause 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission error or inaccuracy in the Content
- 7.9 Subject to the provisions of clause 7.1 and irrespective of whether multiple parties make use of the same Services the total liability of GroundSure under or in connection with the Contract whether in contract in tort for breach of statutory duty or otherwise shall not exceed £10 million per claim or series of connected claims
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to clause 7.1, GroundSure shall not be liable to the Client, the Beneficiary or any third party in contract, tort (including, without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of any loss of profits goodwill revenue or opportunity, or any indirect or consequential loss (even if such loss was reasonably foreseeable).
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in clauses 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities under this Contract. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.
- 8 GroundSure right to suspend or terminate**
- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any material term of the Contract (including, but not limited to the obligations in clause 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach
- 9. Client's Right to Terminate and Suspend**
- 9.1 Subject to clause 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights
- 10 Consequences of Withdrawal, Termination or Suspension**
- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under clauses 8 or 9 the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract
- 11 General**
- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in clauses 4.2 4.3 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Data Providers; or
- (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services notice can be given in any format eg writing phone email to the Compliance Officer at GroundSure who will respond in a timely manner.

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David F Goodger & Associates Chartered Engineer
Grange Barn,
BB12 9JE

GroundSure Reference:	HMD-166-199014
Your Reference:	Mellor Brook
Report Date	Nov 15, 2011
Report Delivery Method:	Email - pdf

GroundSure GeoInsight

Address:

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,

A handwritten signature in black ink, appearing to be "D. F. Goodger", followed by a large, stylized flourish or "O" shape.

Managing Director
Groundsure Limited

Enc.
GroundSure GeoInsight

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Aerial Photograph of Study Site



Site Name:
Grid Reference: 363883,431291
Size of Site: 0.80 ha

Aerial photography supplied by Getmapping PLC
© Copyright Getmapping PLC 2003 All Rights Reserved.

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.

Report Section	Number of records found within (X) m of the study site boundary
1. Geology	Description
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	No
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	Yes
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	Yes
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 permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	
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 as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level
1.3.5 Is the property in an area where Radon Protection Measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?	No radon protective measures are necessary

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

Source: Scale 1:50,000 BGS Sheet No:075

Report Reference: HMD-166-199014

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	0	4	15	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	1	5

3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	0	0
3.2 Coal Mining	0	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	1	0	0	0	1
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

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

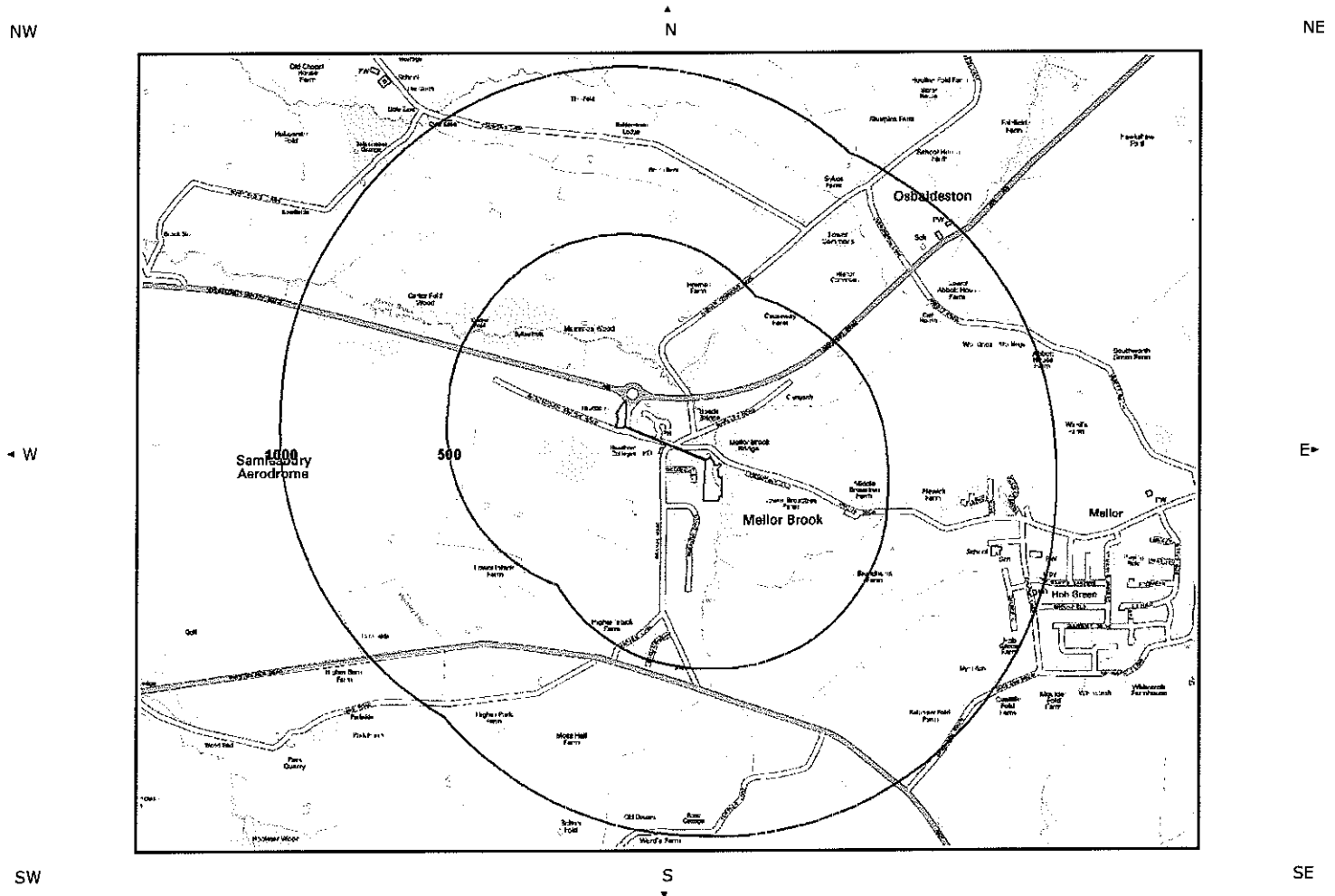
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Very Low	-	-	-	-
4.2 Landslides	Very Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Negligible	-	-	-	-
4.4 Compressible Deposits	Negligible	-	-	-	-
4.5 Collapsible Deposits	Very Low	-	-	-	-
4.6 Running Sand	Very Low	-	-	-	-

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

5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	2	14	-	-

6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	3	2	0	-	-

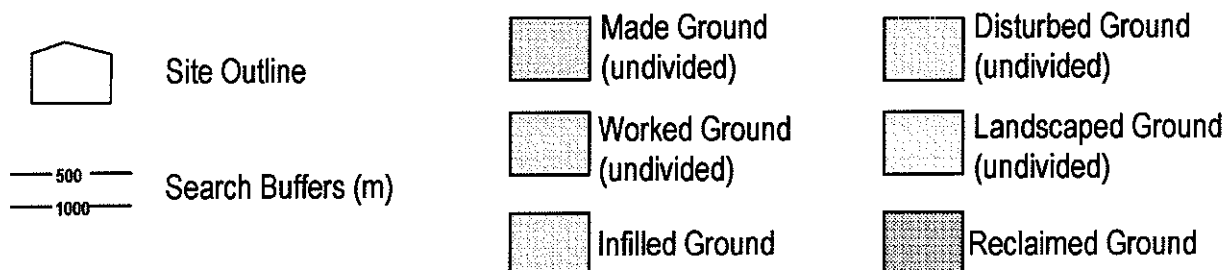
1.1 Artificial Ground Map



Artificial Ground Legend



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

1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:075

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary? **No**

Database searched and no data found.

1.1.2 Permeability of Artificial Ground

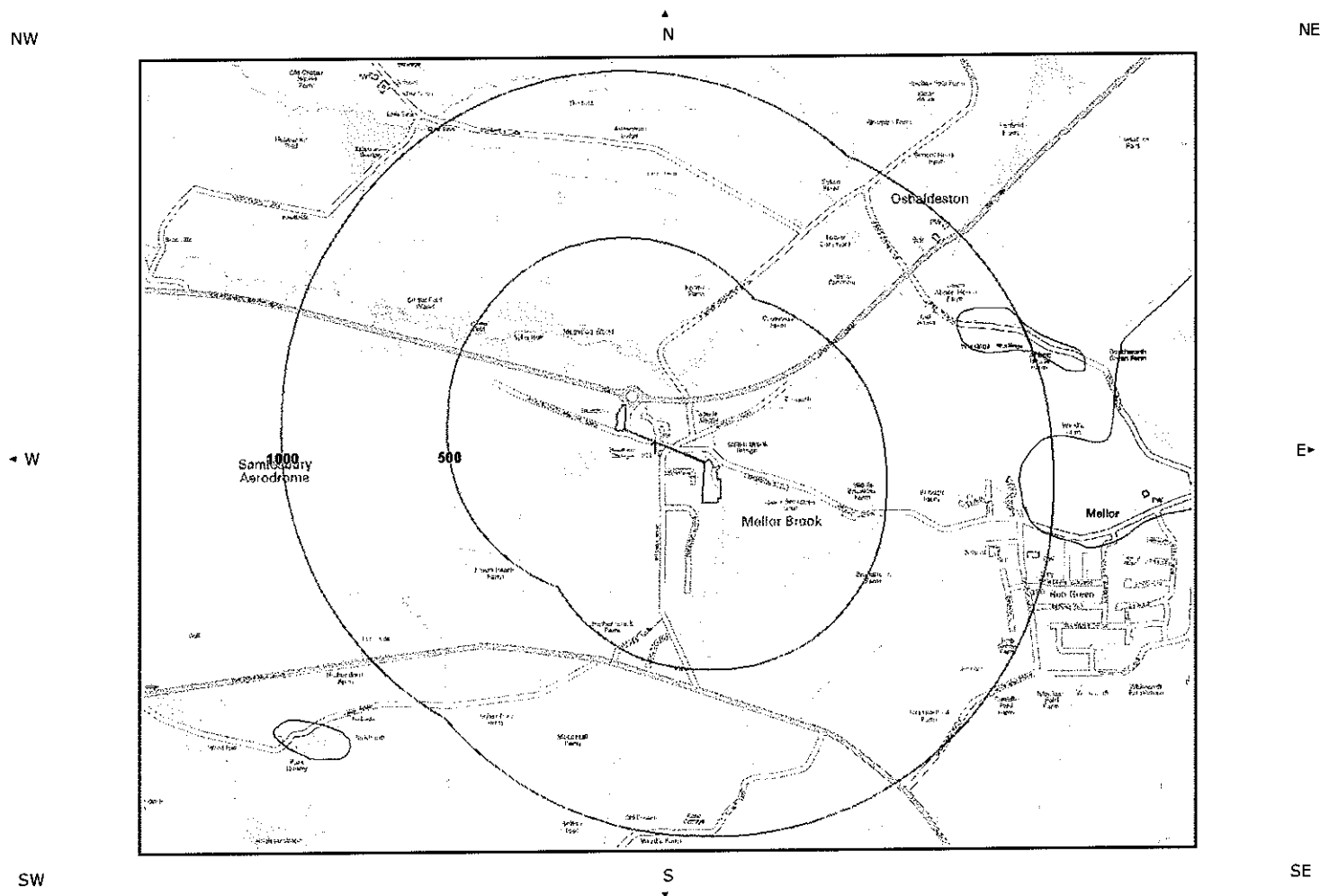
Are there any records relating to permeability of artificial ground within the study site* boundary? **No**

Database searched and no data found.

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

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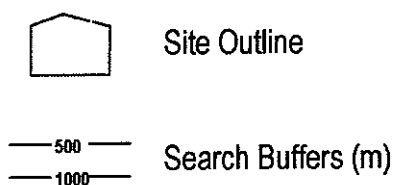
1.2 Superficial Deposits and Landslips Map



Superficial and Landslips Legend



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

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	0.0	On Site	TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON

1.2.2 Permeability of Superficial Ground

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

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	High	Low

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary? **No**

Database searched and no data found.

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: 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.

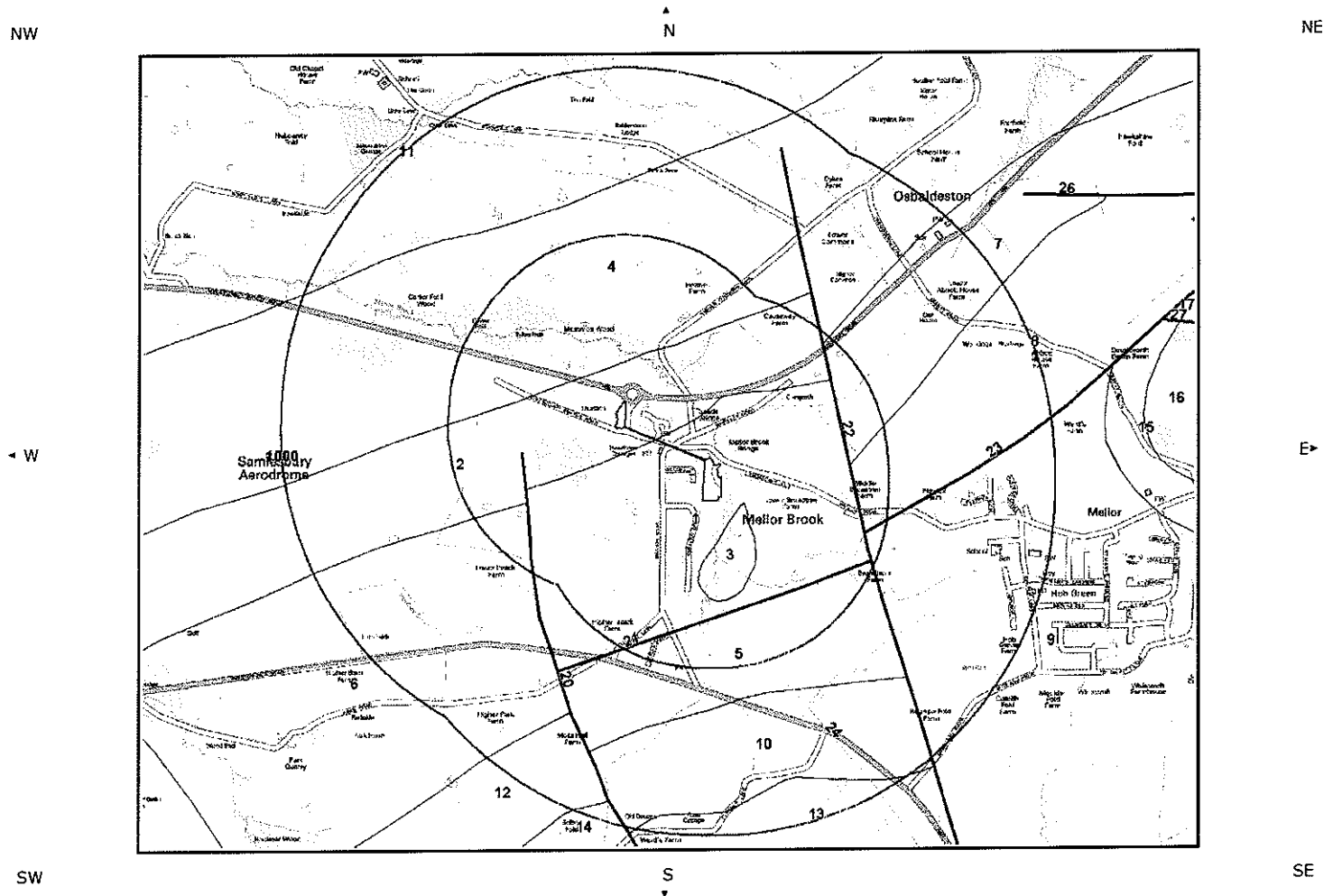
1.2.4 Landslip Permeability

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



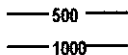
Bedrock & Faults Deposits Legend



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Site Outline



Search Buffers (m)

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

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:075

1.3.1 Bedrock/Solid Geology

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

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
2	0.0	On Site	PG-SLSD	Pendle Grit Member - Silty Sandstone	Pendleian
3	61.0	SE	MG-MDSS	Millstone Grit Group [see Also Migr] - Mudstone, Siltstone And Sandstone	Namurian
4	113.0	N	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
5	327.0	S	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
6	346.0	SW	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
7	375.0	E	PG-SLSD	Pendle Grit Member - Silty Sandstone	Pendleian
8	383.0	E	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
9	441.0	E	PG-SDST	Pendle Grit Member - Sandstone	Pendleian

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	Moderate

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
20	290.0	W	FAULT	Normal fault, inferred
21	327.0	S	FAULT	Normal fault, inferred
22	375.0	E	FAULT	Normal fault, inferred
23	441.0	E	FAULT	Normal fault, 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?

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

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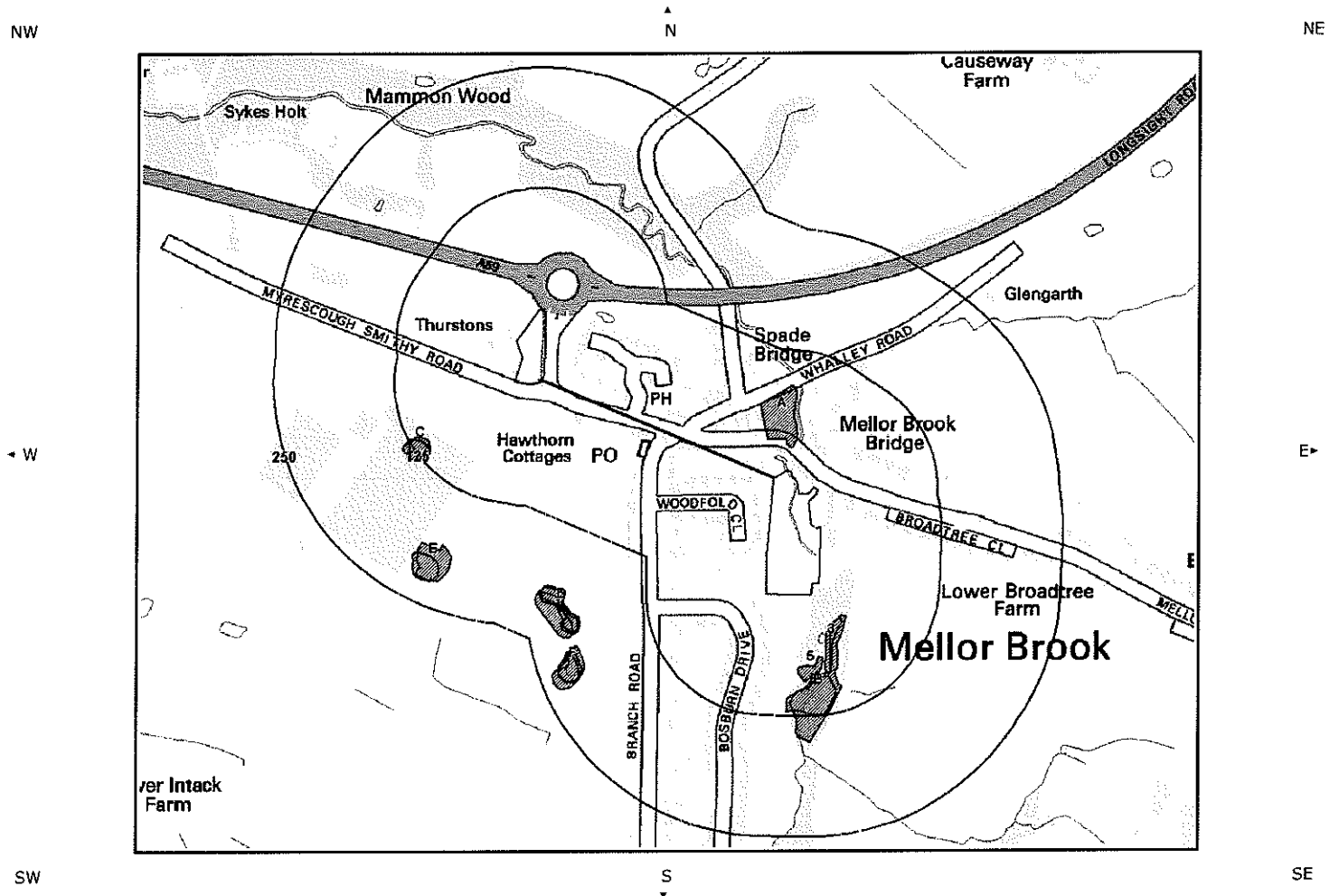
The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

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?

No radon protective measures are necessary

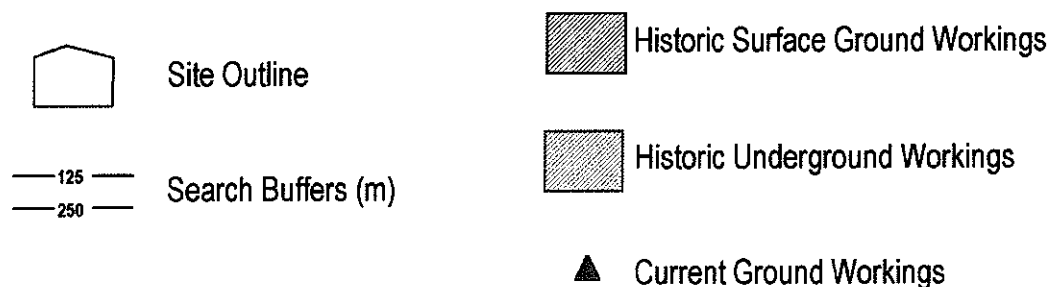
2. Ground Workings Map



Ground Workings Legend

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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
1A	24.0	N	364136,431208	Sewage Works	1910
2A	24.0	N	364136,431208	Sewage Works	1932
3	35.0	SE	364189,430970	Reservoirs	1910
4B	37.0	SE	364177,430936	Ponds	1892
5	64.0	S	364169,430946	Unspecified Ground Workings	1910
6B	85.0	S	364170,430918	RESERVOIRS	1910
7C	107.0	SW	363763,431177	Unspecified Pit	1892
8C	112.0	SW	363760,431174	Unspecified Pit	1910
9C	112.0	SW	363760,431174	Unspecified Pit	1932
10	184.0	SW	363779,431058	Pond	1969
E					
11	191.0	SW	363910,431010	Ponds	1951
D					
12	191.0	SW	363910,431010	Ponds	1969
D					
13	192.0	SW	363914,431007	Ponds	1892
D					
14	199.0	SW	363903,431002	Ponds	1910
D					
15	200.0	SW	363770,431053	Pond	1910
E					
16	201.0	W	363922,430952	Unspecified Pit	1951
F					
17	205.0	W	363921,430950	Unspecified Pit	1892
F					
18	210.0	W	363916,430945	Unspecified Pit	1910
F					
19	210.0	W	363916,430945	Unspecified Pit	1932
F					

2.2 Historical Underground Workings 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? **No**

Database searched and no data found.

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**

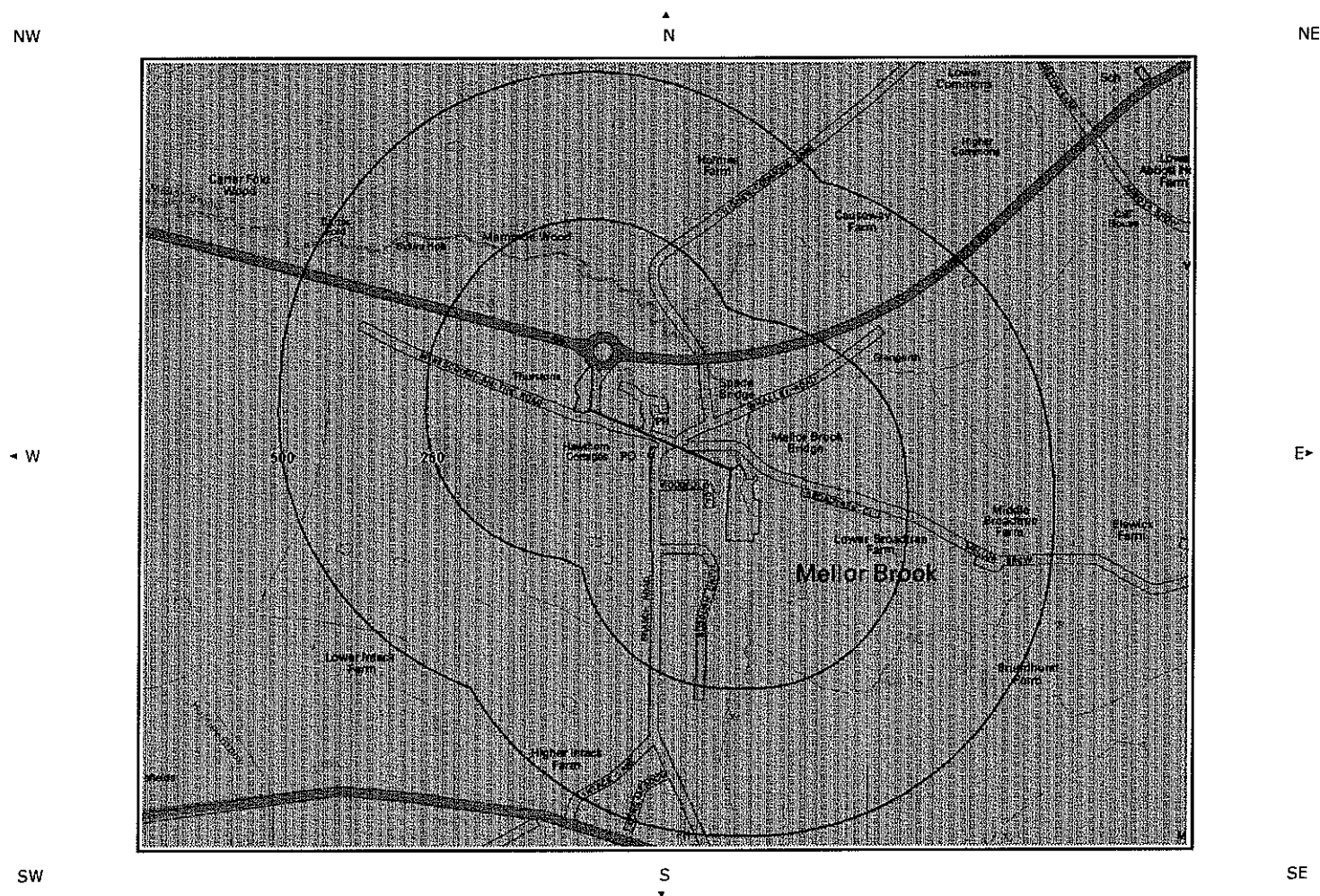
The following Current Ground Workings information is provided by British Geological Society:

ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
Not shown	300.0	S	364100, 430724	Sandstone	Besburn Fold	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	611.0	S	364017, 430421	Clay & Shale	Moss Hall Clay Pits	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	624.0	SW	363885, 430447	Clay & Shale	Moss Hall Clay Pits	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	877.0	SW	363232, 430634	Clay & Shale	Higher Barn Farm	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	881.0	NE	364980, 431490	Sandstone	Abbot	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	940.0	NE	365008, 431568	Sandstone	Abbott House	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased

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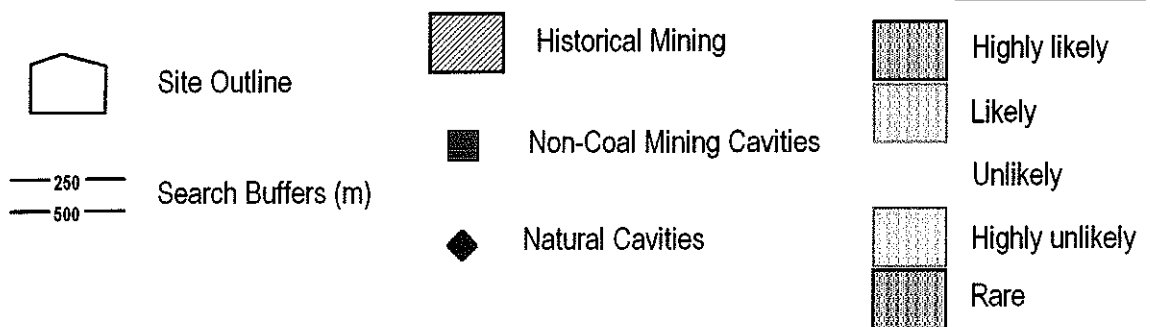
3. Mining, Extraction & Natural Cavities Map



Mining, Extraction & Natural Cavities
Legend

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3. Mining, Extraction & Natural Cavities

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? **No**

Database searched and no data found.

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? **No**

Database searched and no data found.

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. No results 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? **Yes**

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

ID	Distance (m)	Direction	Name	Commodity	Assessment of likelihood
1	0.0	On Site	Not available	Vein Mineral	Rare - Infrequent minor mining may have occurred but restricted in extent.
Not shown	820.0	E	Not available	Vein Mineral	Rare - Infrequent minor mining may have occurred but restricted in extent.

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

Report Reference: HMD-166-199014

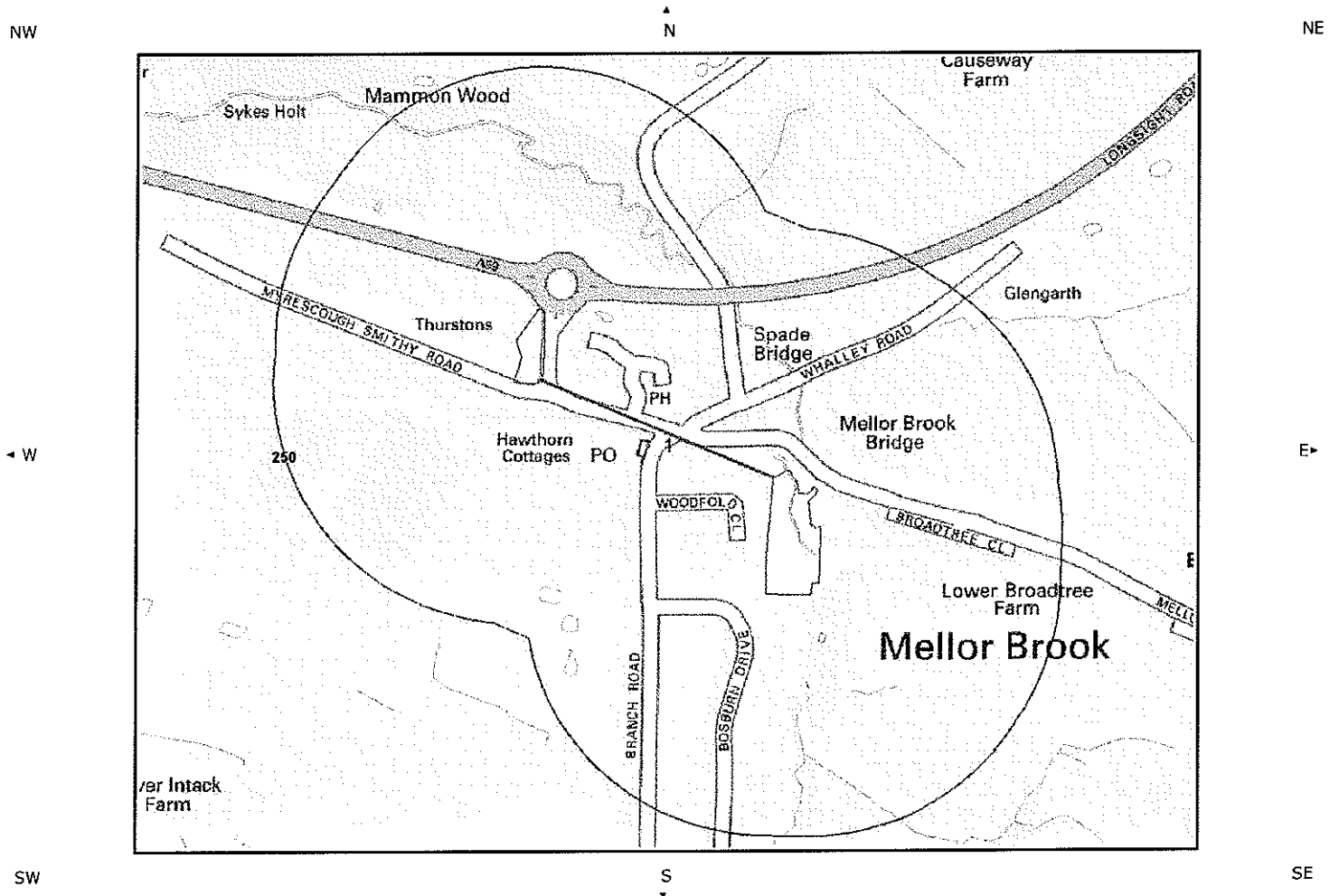
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Database searched and no data found.

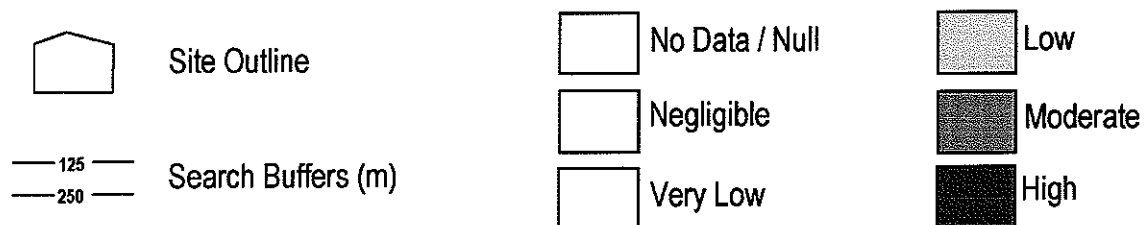
4. Natural Ground Subsidence

4.1 Shrink-Swell Clay Map

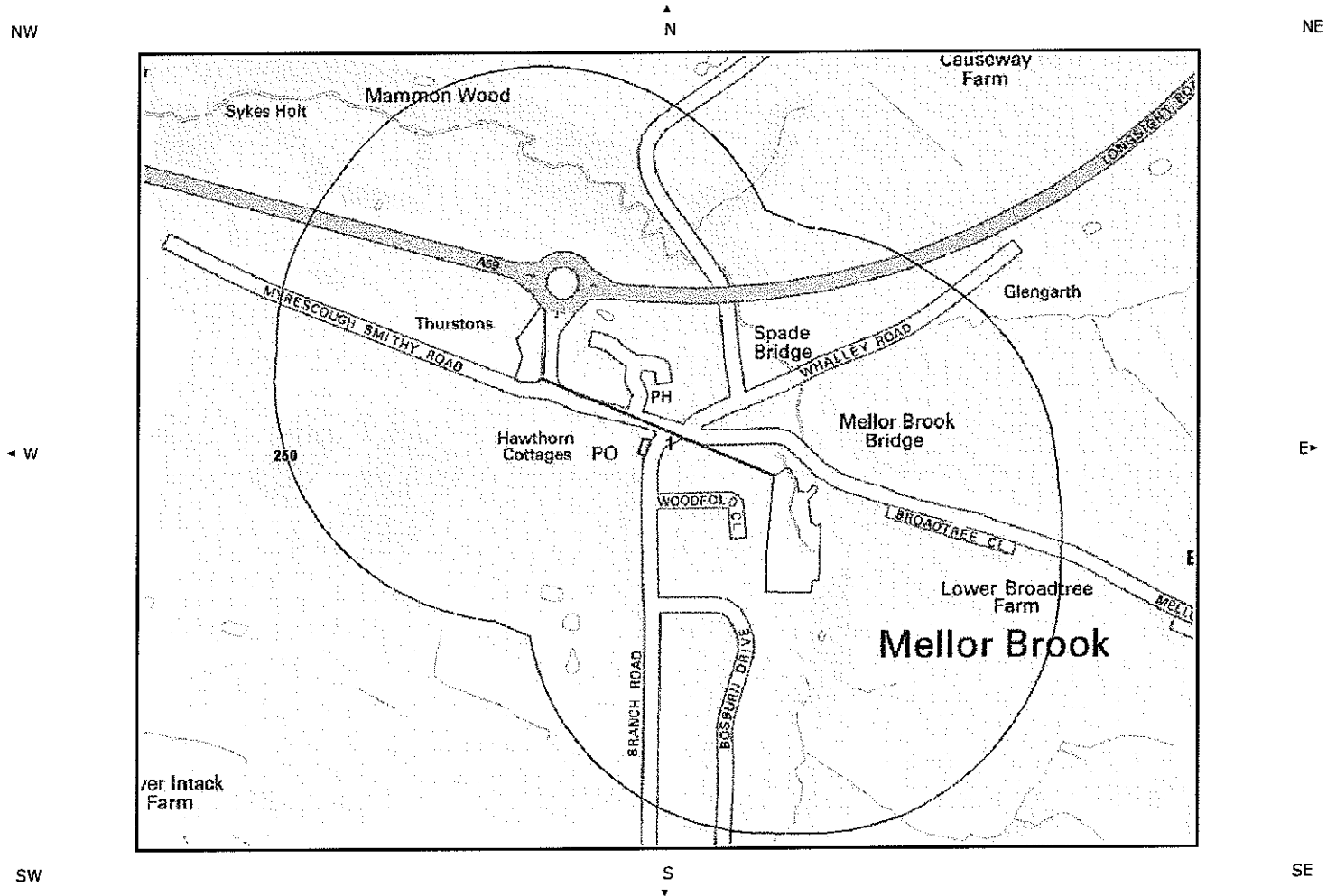


Shrink-Swell Clay Legend

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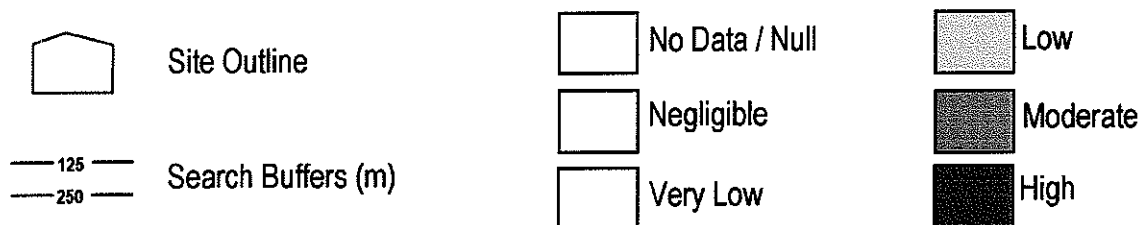
4.2 Landslides Map



Landslides Legend

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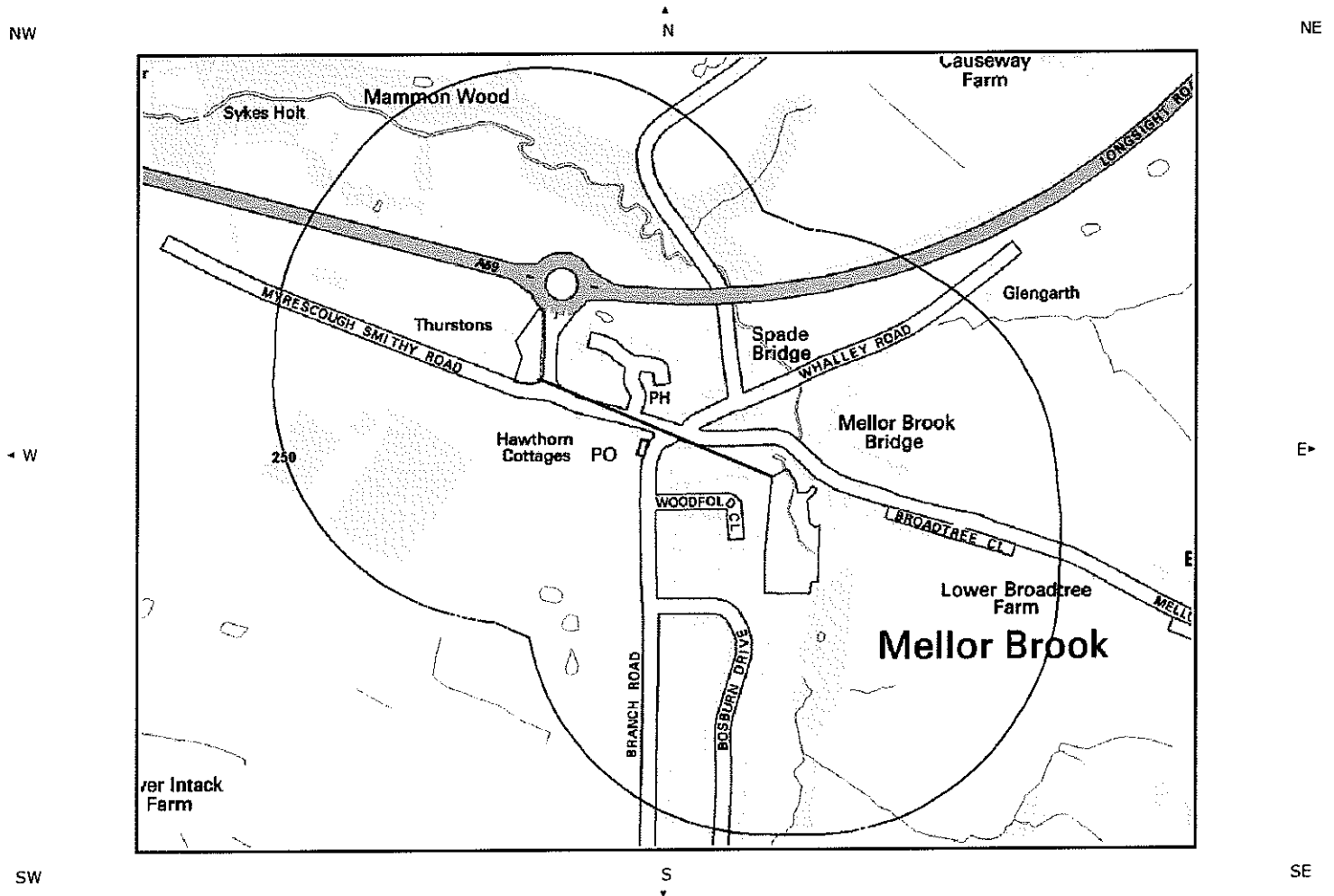
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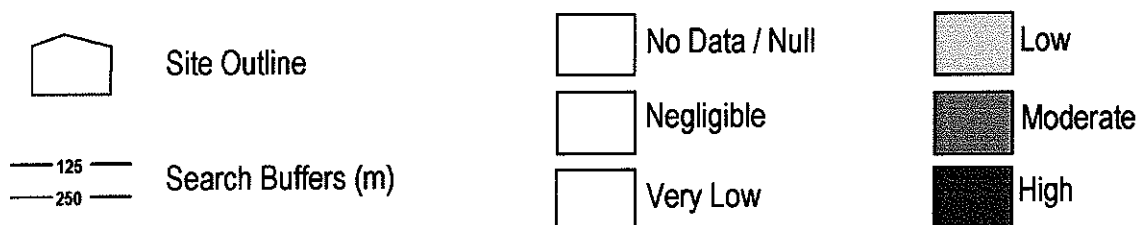
4.3 Ground Dissolution Soluble Rocks Map



Ground Dissolution Soluble Rocks
Legend



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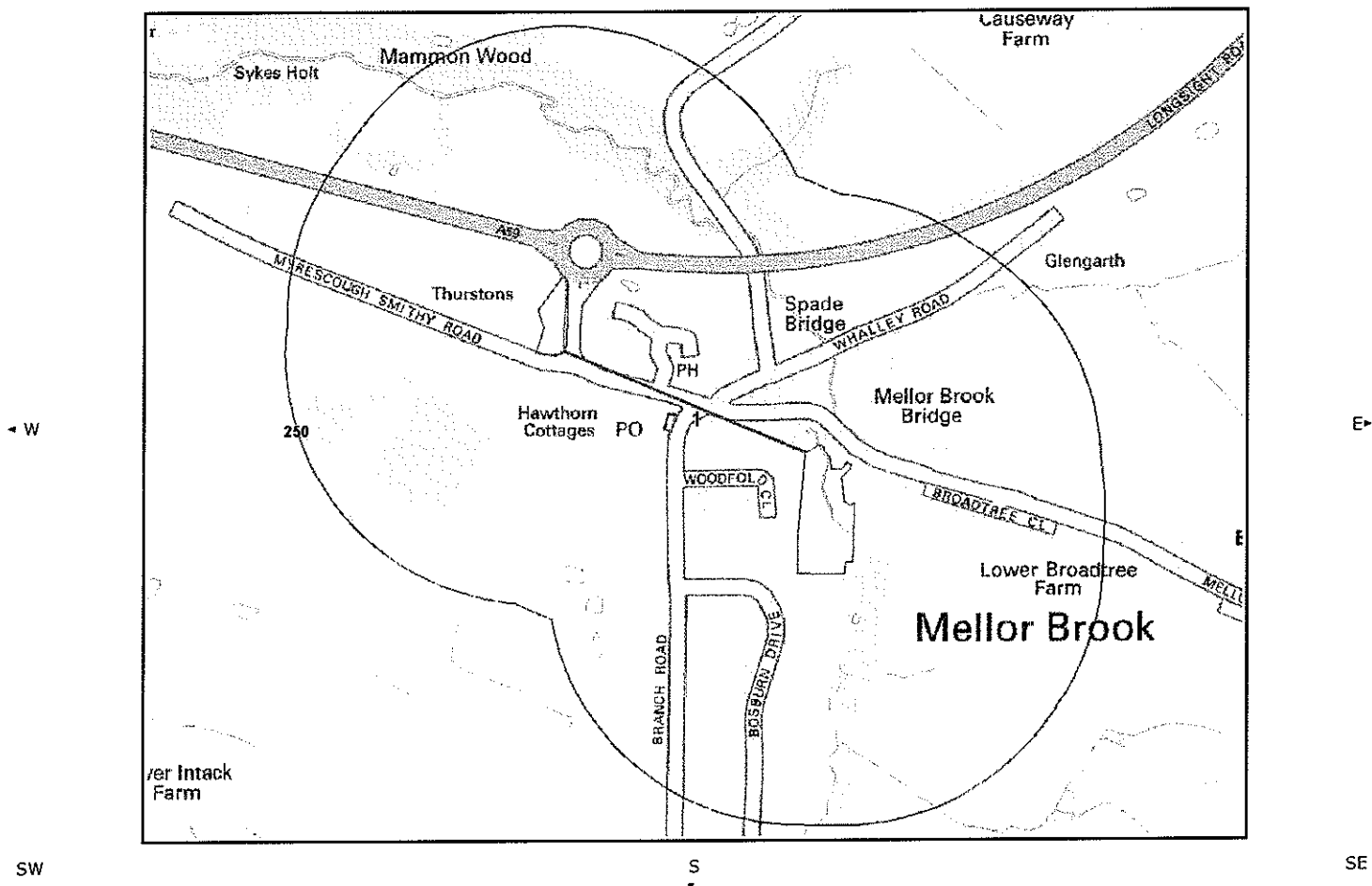


GroundSure
ENVIRONMENTAL INSIGHT

NW

▲
N

NE

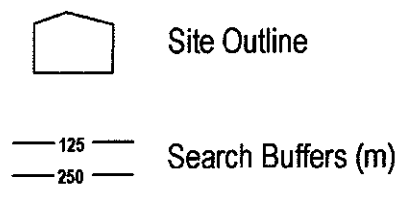


SW

SF

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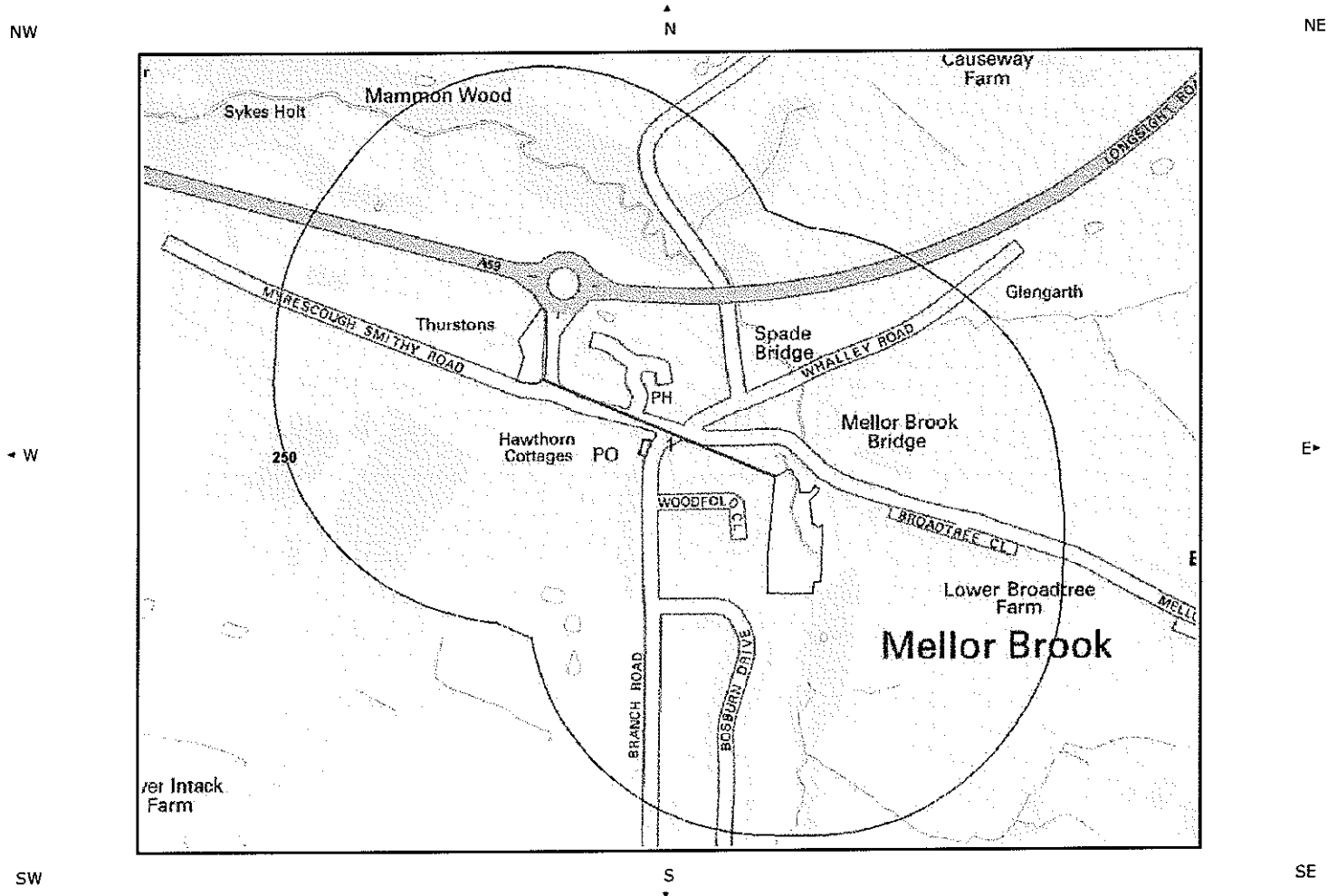
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- ☐ No Data / Null
- ☐ Negligible
- ☐ Very Low

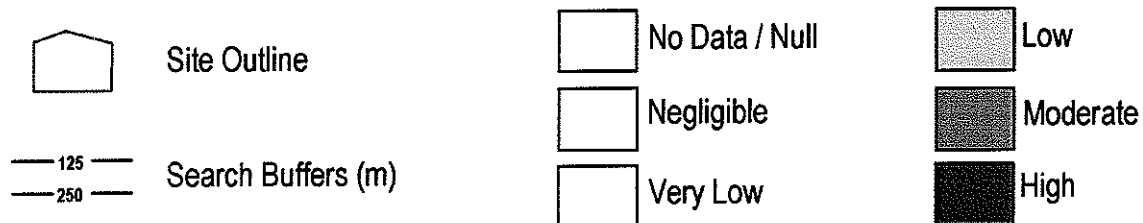
 Low
 Moderate
 High

4.5 Collapsible Deposits Map



Collapsible Deposits Legend

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GroundSource
ENVIRONMENTAL INSIGHTS

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 Site Outline
  No Data / Null
  Low

 Search Buffers (m)
  Negligible
  Moderate

 Very Low
  High

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? **Very 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.

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.

4.3 Ground Dissolution of Soluble Rocks

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

Distance (m)*	Direction	Hazard Rating	Details
0.0	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 Compressible Ground 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.

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

Report Reference: HMD-166-199014

4.5 Collapsible Deposits

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

ID	Distance (m) *	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

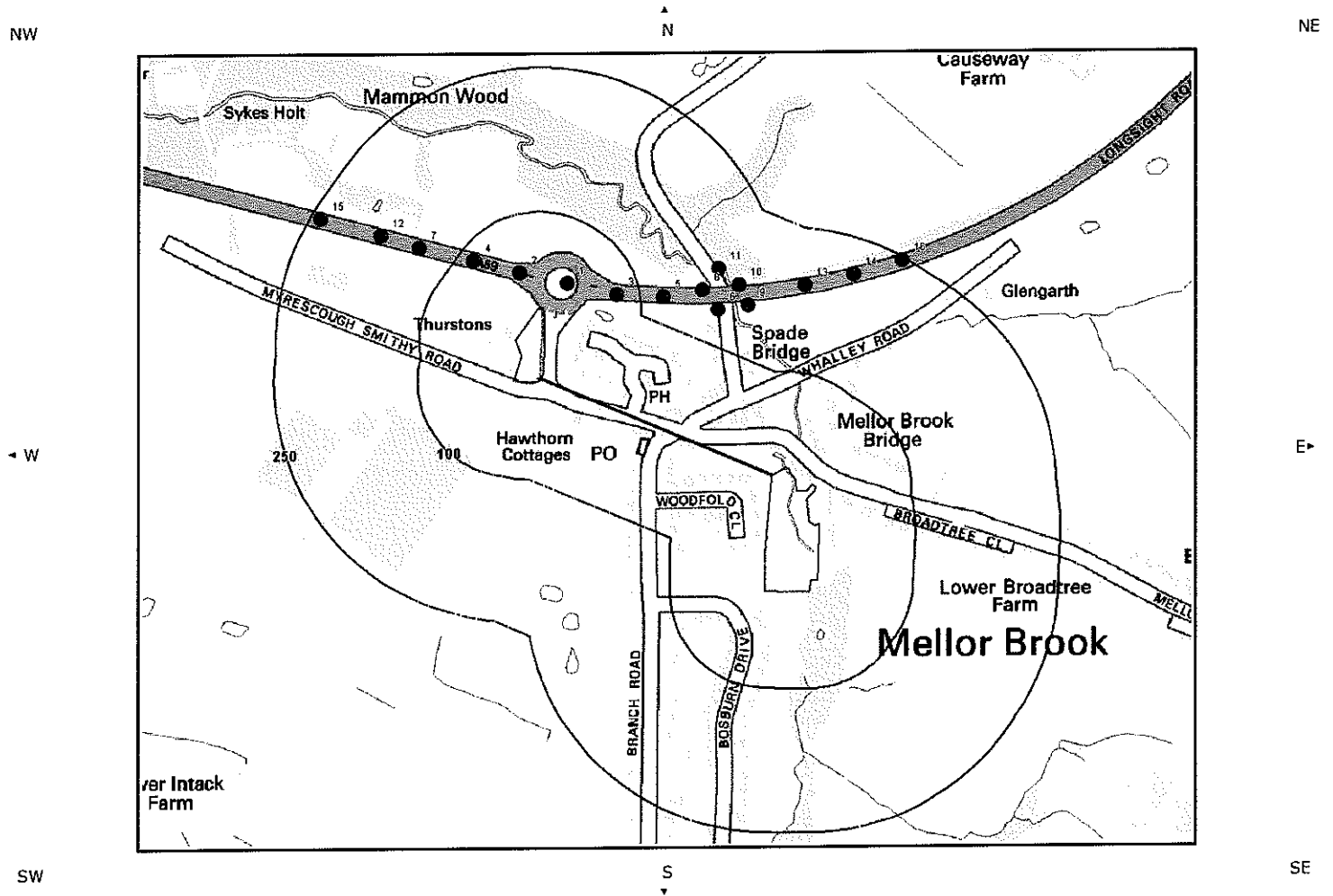
The following Running Sands information is provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	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.

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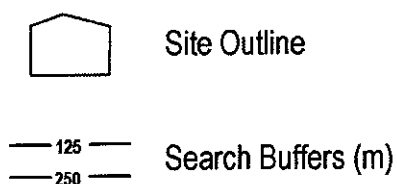
5. Borehole Records Map



Borehole Records Legend



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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:

16

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length (m)	Borehole Name
1	37.0	NE	363917,431345	SD63SW16	4.0	A59 SKIPTON TRUNK ROAD BHH/A14
2	41.0	NW	363868,431356	SD63SW15	4.0	A59 SKIPTON TRUNK ROAD 13
3	76.0	E	363968,431333	SD63SW17	4.0	A59 SKIPTON TRUNK ROAD BHH/A15
4	84.0	NW	363820,431369	SD63SW14	2.0	A59 SKIPTON TRUNK ROAD BHH/A12
5	124.0	E	364017,431330	SD63SW18	2.0	A59 SKIPTON TRUNK ROAD BHH/A16
6	137.0	NE	364074,431317	SD63SW26	10.0	A59 SKIPTON TRUNK RD BH1111/2
7	137.0	NW	363764,431382	SD63SW13	4.0	A59 SKIPTON TRUNK ROAD 11
8	149.0	NE	364058,431337	SD63SW28	4.0	A59 SKIPTON TRUNK RD BH1111/5
9	153.0	NE	364105,431321	SD63SW29	10.9	A59 SKIPTON TRUNK RD BH1111/6
10	168.0	NE	364096,431342	SD63SW27	2.0	A59 SKIPTON TRUNK RD BH1111/4
11	176.0	NE	364075,431359	SD63SW30	2.0	A59 SKIPTON TRUNK RD BH1101/3
12	177.0	NW	363724,431395	SD63SW12	5.0	A59 SKIPTON TRUNK ROAD 10
13	190.0	N	364165,431341	SD63SW19	3.0	A59 SKIPTON TRUNK ROAD BHH/A17
14	212.0	N	364216,431352	SD63SW20	4.0	A59 SKIPTON TRUNK ROAD BH18
15	239.0	NW	363661,431413	SD63SW11	5.0	A59 SKIPTON TRUNK ROAD 9
16	247.0	NE	364266,431367	SD63SW21	5.0	A59 SKIPTON TRUNK ROAD BH19

6. Estimated Background Soil Chemistry

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

5

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	Estimated Geometric Mean Soil Concentrations (mg/kg)				
			Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	RuSoilExA S	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuSoilExA S	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuSoilExA S	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
14.0	NE	RuSoilExA S	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
22.0	S	RuSoilExA S	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg

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

7. Contacts

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
 Tel: www.british-gypsum.com



The Coal Authority
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 Tel: 0845 762 6848
 DX 716176 Mansfield 5 www.coal.gov.uk



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Ordnance Survey
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Acknowledgements

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

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

- "Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.
- "Commercial" means any building which is not Residential.
- "Commission" means an order for Consultancy Services submitted by a Client.
- "Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items
- "Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.
- "Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with clause 11.
- "Client" means the party that submits an Order or Commission.
- "Data Provider" means any third party providing Content to GroundSure.
- "Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.
- "GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.
- "Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trademark or any other intellectual property rights.
- "Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure
- "Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site
- "Order Website" means online platform via which Orders may be placed.
- "Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.
- "Residential" means any building used as or suitable for use as an individual dwelling.
- "Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding "Consultancy Services".
- "Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site
- "Site" means the landsite in respect of which GroundSure provides the Services.
- "User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

- 2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.
- 2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services
- 2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.
- 2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others
- 2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefore.
- 2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.
- 3 The Client's obligations
- 3.1 The Client shall ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third Parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.
- 3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).
- 3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.
- 3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party who is considering acquiring the whole or part of the Site or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.
- 3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

- 4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 4.2 and 4.3.
- 4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in clauses 7.2 and 11.6 shall apply.
- 4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.
- 4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.
- 4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report, (except as permitted herein or by separate agreement with GroundSure) to: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.
- 4.6 Notwithstanding clause 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

- 5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.
- 5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.
- 5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

- 6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.
- 6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.
- 6.3 Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.
- 6.5 The Client and each of the parties set out in clause 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.
- 6.6 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):
 - (i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
 - (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

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- (iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service; and
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.6(v) where such reformatting is in the normal course of providing advice based upon the Services).
- 6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000 the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.
- 7. Liability**
- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of clause 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 and irrespective of whether multiple parties make use of the same Services the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £10 million per claim or series of connected claims.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to clause 7.1, GroundSure shall not be liable to the Client, the Beneficiary or any third party in contract, tort (including without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of any loss of profits, goodwill, revenue or opportunity, or any indirect or consequential loss (even if such loss was reasonably foreseeable).
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in clauses 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities under this Contract. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.
- 8. GroundSure right to suspend or terminate**
- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any material term of the Contract (including but not limited to the obligations in clause 4) incapable of remedy or if remediable is not remedied within 14 days of notice of the breach
- 9. Client's Right to Terminate and Suspend**
- 9.1 Subject to clause 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.
- 10. Consequences of Withdrawal, Termination or Suspension**
- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under clauses 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract
- 11. General**
- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in clauses 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Data Providers; or
- (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.
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