



Preliminary Assessment of Ground Conditions

*Submitted as part of the Outline Planning Application for
Land to the east of Clitheroe Road (Lawsonsteads Farm), Whalley*

COMMERCIAL ESTATES GROUP

**REPORT C4023 Rev 2
MARCH 2012**

PRELIMINARY APPRAISAL (DESK TOP STUDY)

**of
LAND EAST OF CLITHEROE ROAD, WHALLEY**

**prepared for
COMMERCIAL ESTATES GROUP**



REPORT NUMBER:	C4023 Rev 2	REPORT STATUS:	FINAL
REPORT TYPE:	PRELIMINARY APPRAISAL (DESK TOP STUDY)		
REPORT DATE:	MARCH 2012		
SITE:	LAND EAST OF CLITHEROE ROAD, WHALLEY		
PREPARED FOR:	COMMERCIAL ESTATES GROUP		
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PRELIMINARY APPRAISAL (DESK TOP STUDY)**of****LAND EAST OF CLITHEROE ROAD, WHALLEY****Prepared for****COMMERCIAL ESTATES GROUP****CONTENTS****EXECUTIVE SUMMARY**

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APPENDIX A FIGURES AND DRAWINGS

Drawing No.	Title	Scale
C4023/01	Site Location Plan	1:50,000
C4023/02	Site Features Plan	NTS
C4023/03	Preliminary Conceptual Site Model	NTS
C4023/04	Illustrative Masterplan	NTS

NTS: Not to Scale

APPENDIX B GROUNDSURE REPORT

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EXECUTIVE SUMMARY

Introduction	Sirius Geotechnical and Environmental Ltd (Sirius) were commissioned by Commercial Estates Group (CEG), to undertake a preliminary appraisal (desk top study) of Land to the East of Clitheroe Road, Whalley. It is understood that consideration is being given to development of the site with residential properties, a nursing home and areas of public open space with associated infrastructure.
Site Details	The site generally comprises open fields, with a track located to the south of the site, aligned approximately east-west. A stream is located within the site flowing from the north-northwest to the south-southeast. The site slopes down to the southwest, from the north and east.
Site History	The site has comprised largely undeveloped open fields since 1892. Two brooks / streams flow through / along the northern boundary of the site and a survey undertaken by United Utilities indicates the presence of an aqueduct underlying the site.
Anticipated Ground Conditions	The published geological information indicates that the site is underlain by Glacial till deposits overlying Bowland Shale Group of the Lower Carboniferous series. Made ground is not anticipated.
Foundations	The nature and depth of foundations will be dependent on the detailed site geology, including: • Thickness of any made ground; • Strength of underlying natural soils; • Groundwater levels; and, • Proximity to trees where potentially shrinkable soils are present. Based on existing information, traditional strip / trench fill foundations could be suitable at the site for low-rise residential development. However, this would be subject to the findings of an intrusive investigation at the site and any constraints imposed by a suspected aqueduct.
Contamination	The preliminary conceptual site model confirms that pollutant linkages are possible to a variety of receptors, principally through potential contaminants in any made ground or topsoils on site.
Gas Risk	No landfills are known to exist within 250m of the site. Significant volumes of made ground are not anticipated and the underlying geology is anticipated to be of low permeability. The risk from landfill gas is considered to be low / negligible across the majority of the site. However, if significant organic-rich alluvial soils are identified associated with the streams on site, a ground gas investigation will be required. The site lies within an area in which <u>basic</u> radon protective measures are required.
Further Works	The following ground investigation works are recommended to allow foundation design and determination of any contamination constraints:

	• Trial pits to examine ground conditions across the site. • Chemical and geotechnical laboratory testing to adequately categorise the shallow soils. • Surface water sampling (upstream and downstream). Intrusive ground investigation works should be carried out by a suitably qualified Geoenvironmental consultant. It is also recommended that potential constraints posed by an aqueduct and the existing track are investigated further.
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1. INTRODUCTION

Sirius Geotechnical and Environmental Ltd (Sirius) were commissioned by Commercial Estates Group (CEG), to undertake a preliminary appraisal (desk top study) of Land to the East of Clitheroe Road, Whalley. It is understood that consideration is being given to development of the site with residential properties, a nursing home and areas of public open space with associated infrastructure. An illustrative masterplan is included as Drawing No. C4023/04 in Appendix A.

The objectives of this appraisal were:

- To establish the historical development of the site and immediate surrounding area from a review of historical OS plans.
- To establish the environmental setting of the site.
- To evaluate whether past mining or other extractive industries could have an influence on the site.
- To assess the potential for hazardous ground gas, including radon.
- To determine the potential risks from contamination, both within the site and from adjacent properties and/or processes.
- To provide preliminary recommendations in respect of foundations for the proposed development.
- To outline requirements for intrusive site investigation works.

As part of this investigation, information was sourced from Groundsure Environmental reports (Groundsure), the Coal Authority (CA), the British Geological Survey (BGS), Ribble Valley Borough Council (RVBC) and Lancashire County Council (LCC). A site inspection (walkover survey) was undertaken by a Sirius Geoenvironmental engineer on 14th September 2010.

This report presents the factual information derived during this investigation and includes a Preliminary Conceptual Site Model, which presents ground-related risks/hazards.

This report, which was designed to meet the requirements of all relevant current guidance, presents the factual information available during this appraisal, interpretation of the data obtained and recommendations relevant to the defined objectives.

It has been assumed in the production of this report that ground levels will not change significantly from those existing at the present time, and that the end-use is mixed low-rise residential and commercial. If this is not the case, then amendments to the recommendations made in this report may be required.

Where the report refers to the potential presence of invasive plants (such as Japanese Knotweed) or asbestos-containing materials, such observations are for information only and should be verified by a suitably qualified expert.

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2. SITE DETAILS AND DESCRIPTION

Table 2.1 Current Site Overview

Location	The site is located off Clitheroe Road, on the northeastern side of Whalley. A site location plan is included as Drawing No. C4023/01, included in Appendix A.
National Grid Reference	373600mE, 436600mN.
Topography and Features	The site is irregular in shape, and comprises generally open fields, with a track located to the south of the site, orientated approximately east-west. The track does not appear to be maintained or used regularly. An un-named brook / stream flows southwards through the site from the northwestern boundary to the southeast of the site. The site slopes down to the southwest, from the north and east. Evidence provided by the client (a United Utilities survey) indicates the presence of an aqueduct running under the southern area of the site, in a northwest-southeast orientation.
Approximate Site Area	3.8 hectares.
Site Boundaries	The site is bounded to the west by Wiswell Lane / Clitheroe Road, with residential areas beyond. Residential properties are located to the south of the site. The eastern and northern sections of the site are bounded by agricultural land, with mature trees forming the northern site boundary.
Current Land Use	The site appears to be currently used as agricultural land, with a track running through the southern part of the site.
Invasive Plant Species	None noted. However, it is recommended that an invasive species survey is undertaken by a qualified consultant / contractor.
Adjacent Land Uses	Generally residential and agricultural fields.

The main site features are shown on Drawing No. C4023/02, in Appendix A.

3. ENVIRONMENTAL SETTING

3.1. Introduction

Published environmental, geological and historical data relating to the site have been reviewed. A summary of relevant information is provided below and a copy of the Groundsure report is enclosed as Appendix B. Copies of relevant correspondence are enclosed as Appendix C.

3.2. Site History

Table 3.1 presents a summary of the site history from 1892 to 2010. It is not the intention of this report to describe in detail all of the changes that have occurred on or adjacent to the site, only those pertinent to the proposed development.

Table 3.1 Site History

Map Dates	On-Site Features	Off-Site Features of Significance
1892	The site comprises open fields. A stream / brook flows through the site, entering from the northern boundary and exiting the site through the southeastern boundary. A second un-named stream / drain is shown partly to run along the northern site boundary, orientated east-west, flowing to the west.	The site lies generally within an agricultural area, with limited residential development to the south and west. Spring Wood is located approximately 250m to the east of the site. A reservoir is located 100m to the southeast of the site. Several other reservoirs are located within 1km of the site. The River Calder is shown orientated east-west 520m south of the site. A brick and tile works is shown 250m northwest of the site, with an associated area of quarrying/pitting. Other industries shown within 500m of the site include a mill and a smithy. A gas works is shown 800m southwest of the site. A railway line and associated sidings and station are shown 450m west of the site. Several small areas of quarrying are shown between 500m and 1km to the east.
1910 - 1912	No significant changes noted within the site.	A stream is evident 220m to the east of the site, flowing southwards.

Map Dates	On-Site Features	Off-Site Features of Significance
		A sluice is shown associated with a stream and reservoir, 150m to the southeast of the site. A well is shown 150m to the southwest of the site. A reservoir 450m to the northeast is shown with an associated filter tank. The brick and tile works is now denoted as an Old Clay Pit. The pit appears to be a pond. An area of earthworks 430m to the south of the site is named a Sand Pit. Whalley has undergone further development.
1932 - 1950	No significant changes noted within the site.	Further residential development shown along the western boundary of the site and to the southwest. Industrial development evident within Whalley town centre, located from 200m to the southwest. Industries include an iron foundry and a saw mill. Part of clay pit to northwest backfilled.
1966 - 1969	No significant changes noted within the site.	The reservoir 100m to the southeast is shown as an area of earthworks. The sluice is no longer denoted. The reservoir is no longer shown by 1969. A gas holder and engineering works are shown 350m to the south of the site, whilst three garages are denoted approximately 400m to the southwest. Further residential development evident to the west and south of the site.
1973 - 1983	No significant changes noted within the site.	Two footpaths are shown approximately 50m to the south of the site. A new major road (A671) is shown to have been developed that runs approximately 250m to the east of the site, in a north-south orientation.
1989 - 1992	No significant changes noted within the site.	Engineering works and gasholder no longer shown to the south of the site.
1994 - 2010	A track is shown to cross the site to the south, in an east-west orientation.	An area of development is shown 250m to the northeast of the site, located at the end of the track. A small structure is shown 220m to the southeast of the site, thought to

Map Dates	On-Site Features	Off-Site Features of Significance
		comprise an existing water plant.

3.3. Published Geological Information

A summary of available published geological information is provided in Table 3.2 below.

Table 3.2 Geological Summary

Sources of Information	1:50,000 scale BGS Solid, Sheet 68, Clitheroe. 1:10,560 scale BGS Ordnance Survey map: Sheet SD 73 NW.
Made Ground	None shown, and given the site history, extensive deposits of made ground are not anticipated.
Drift Geology	Glacial till deposits. Localised alluvium may be encountered adjacent to the stream on site.
Solid Geology	Lower Carboniferous Bowland Shale Group, described by the BGS as comprising <i>'mainly dark grey fissile and blocky mudstone, weakly calcareous, with subordinate sequences of interbedded limestone and sandstone, fossiliferous in more-or-less discrete bands'</i> . The strata are shown to dip at approximately 50° to the southeast. No significant faults are shown to underlie the site.
Mining and Quarrying	Mining: According to a Coal Authority (CA) report, the site lies outside any defined coalfield area and the Cheshire Brine Compensation District. Quarries: None recorded within the site. Historic clay / sand pits recorded from 150m from the site.

3.4. Hydrology and Hydrogeology

A summary of available information pertaining to hydrology and hydrogeology is presented in Tables 3.3 to 3.5 below.

Table 3.3 Surface Water Features

	Presence/location	Comments
EA GQA Classified Watercourses	The River Calder lies approximately 550m south of the site.	Biological Quality Grade B and Chemical Quality Grade B, recorded approximately 800m to the southwest of the site.
Unclassified Watercourses	Two un-named water courses located within the site.	An unnamed brook / stream (secondary river) crosses centrally through the site entering from the northern boundary. The brook / stream flows in a southeast direction and exits the site through the southeastern boundary. A drain is located along the northeastern boundary, shown to flow westwards. A United Utilities survey provided by the client indicates the presence of an aqueduct located under the site, running northwest to southeast to the south of the site.
Licensed Surface Water and Potable Surface Water Abstractions	Two licenses are recorded approximately 850m northeast of the site. Two further licenses are recorded approximately 950m to the northeast.	The two closest licenses are recorded as potable water abstractions, for drinking, cooking, sanitary and washing. The source is recorded as 'spring fed tank at Wiswell, Clitheroe'. The two licenses located 950m to the northeast, are recorded for general use, sourced from 'surface, no-tidal - North West region'.
Surface Water Features (Canals, Ponds, Lakes, etc.)	Several ponds and reservoirs are located within 500m of the site,	

	Presence/location	Comments
	the closest recorded 300m to the northwest. A well is recorded 150m to the southwest of the site.	
Flood Risk Status	The site lies approximately 200m north of a Zone 2 floodplain.	The site lies approximately 520m north of a Zone 3 floodplain.

Table 3.4 Groundwater Occurrence and Abstraction

	Presence/location	Comments
Licensed Abstractions	None recorded within 1000m.	
Source Protection Zones	None recorded within 500m.	
Springs	None recorded within 500m.	

Table 3.5 Groundwater Vulnerability Status

	Environment Agency Classification
Groundwater Classification	The Groundsure on site classification is a Minor Aquifer with a high leaching potential. However, in accordance with most recent EA guidance, the underlying strata should be classified as a Secondary A Aquifer.

3.5. Landfilling and Waste Management

Table 3.6 Waste Management Activities

	Presence / Location	Comments
EA Historic Recorded Landfills	There are five records of EA historic landfills within 1.5km of the site.	The closest record is located approximately 820m to the southeast of the site, with a recorded waste type of 'inert'. There are a further four historic EA landfills recorded between 1 and 1.5km from the site, recorded as inert / commercial / household.
Local Authority Landfills	One Local Authority refuse tip is recorded at 1222m to the west of the site.	The refuse tip location is reported by Groundsure to be taken from historical mapping information. No further details have been made available.
Other Licensed Waste Management Facilities	None recorded within 500m of the site.	
Evidence of Landfilling On or Within 250m of Site	None noted, with the exception of a backfilled reservoir 100m to the southeast of the site and sand pit 430m south of the site.	
Evidence of Fly-Tipping on Site?	None noted.	

3.6. Radon Risk

To determine whether the site is at risk from radon gas, the BRE Document "BRE 211 - Radon: Guidance on the protective measures for new dwellings" together with the National Radiological Protection Board (NRPB) "Radon Atlas of England and Wales" have been referenced.

These documents, together with a geological assessment contained within the GroundSure report, which includes information obtained from the Health Protection Agency and British Geological Survey, state that the site lies within an area in which **basic radon protective measures are required**.

3.7. Other

Other potentially contaminative activities or environmental constraints are listed below. The entries relate to activities within approximately 250m of the site, with the exception of COMAH facilities where the assessment is extended to a distance of approximately 1km from the site.

- Several industries with potentially contaminative processes lie within 250m of the site including engineers and electricity sub stations.

4. PRELIMINARY CONCEPTUAL SITE MODEL

Based on the desk study, a preliminary conceptual site model has been developed for the site. This summarises the understanding of surface and sub-surface features, the potential contaminant sources, transport pathways and receptors in order to assess potential pollutant linkages.

A qualitative risk assessment has been made of the likelihood of any pollutant linkage operating and its potential significance.

The preliminary conceptual model is presented in schematic form as Drawing No. C4023/03 in Appendix A.

In summary, the CSM has identified potential pollutant linkages, which could result in an unacceptable risk to the proposed end-use, comprising:

- A potential risk to human health from heavy metals, pesticides, PAH's and asbestos in any possible localised made ground / topsoils.
- Possible leachable heavy metals from sewage sludge or fertiliser in topsoils, potentially migrating and impacting the underlying Secondary A Aquifer and on-site surface waters.
- Possible hazardous ground gas from the infilled reservoir located off-site, impacting site end users.

5. CONCLUSIONS AND RECOMMENDATIONS

5.1. Proposed Development

It is understood that consideration is being given to development of land east of Clitheroe Road, Whalley, with residential properties, a nursing home and areas of public open space with associated infrastructure. An illustrative masterplan is included as Drawing No. C4023/04 in Appendix A.

5.2. Summary of Land Use

The site has comprised largely undeveloped open fields since 1892. Two brooks / streams flow through / along the northern boundary of the site and a survey undertaken by United Utilities indicates the presence of an aqueduct underlying the site.

5.3. Flood Risk

The EA state that the site does not lie within a known floodplain.

Localised flooding associated with the brook / stream on site may occur. It is understood that a flood risk assessment has been submitted to the client, which should be referred to for further detail.

5.4. Geotechnical

Mining and Quarrying

Based on published geological information, it is considered that there is a negligible risk of mining affecting surface stability. No quarrying is known to have taken place on site, although former clay and sand pits are known to have been present within 500m of the site.

Foundations

The published geological information and other data gathered by this desk study, indicates that the site is underlain by Glacial till deposits, overlying the Bowland Shale Group.

The nature and depth of foundations will be dependent on the detailed site geology, including:

- Presence / thickness of any made ground / topsoil;

- Strength of the underlying natural soils;
- Groundwater levels; and,
- Proximity to trees, where potentially shrinkable soils are present.

A ground investigation is required to confirm ground conditions and foundation recommendations. Based on existing information, traditional strip / trench fill foundations could be suitable at the site for low-rise residential development.

The presence of the aqueduct below the site should be assessed with regards to any restrictions on the proposed development.

5.5. Contamination Constraints

Risk Evaluation for the Proposed Land Use (Mixed Residential and Commercial)

The preliminary conceptual site model confirms that pollutant linkages are possible to a variety of receptors, principally through potential contaminants in topsoils and any made ground on site. A ground investigation is required to confirm contamination constraints to the development.

5.6. Ground Gas

With the exception of a backfilled reservoir located 100m to the southeast of the site, no landfills are known to exist within 250m of the site. In addition, significant volumes of made ground are not anticipated to underlie the site and the underlying geology is anticipated to be of low permeability. The risk from landfill gas is considered to be low / negligible across the site on this basis. However, if significant organic-rich alluvial soils are identified associated with the streams on site, a ground gas investigation will be required.

The site lies within an area in which basic radon protective measures are required.

5.7. Invasive Plants

Invasive plant species were not observed. However, it is recommended that an invasive species survey is undertaken by a qualified consultant / contractor.

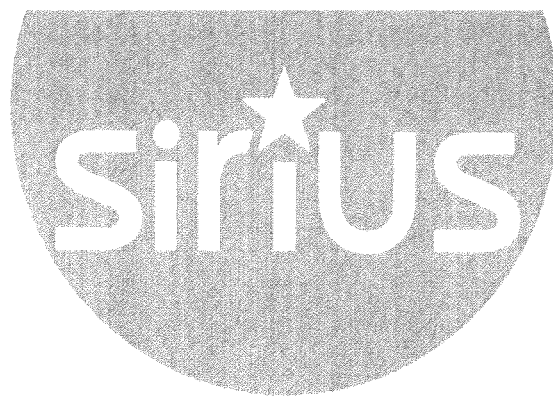
6. FURTHER INVESTIGATION

The following ground investigation works are recommended to allow foundation design and determination of any contamination constraints:

- Trial pits to examine shallow ground conditions across the site.
- Chemical and geotechnical laboratory testing to adequately categorise the shallow soils.
- Surface water sampling (upstream and downstream) to assess the impact, if any, from the site to surface water quality.

Intrusive ground investigation works should be carried out by a suitably qualified geoenvironmental consultant.

It is also recommended that potential constraints posed by an aqueduct and track are investigated further.



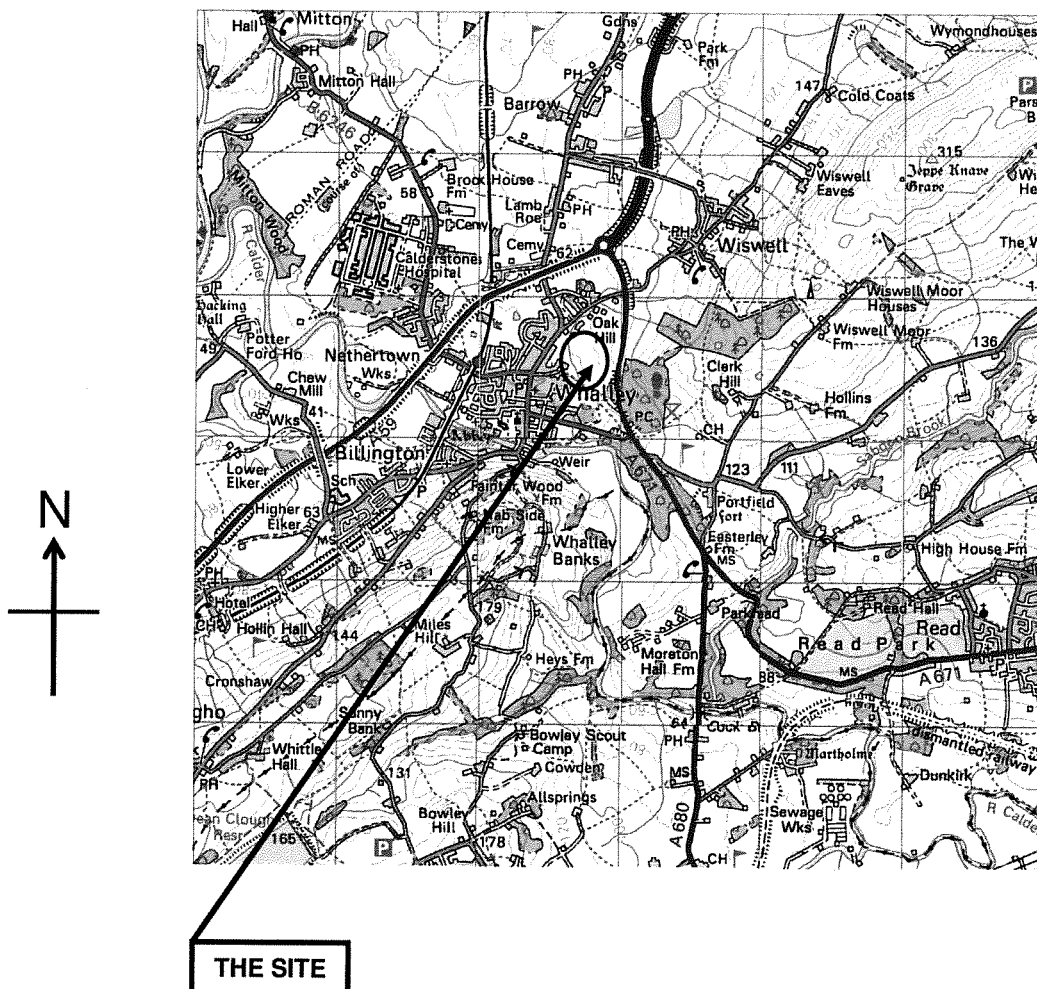
APPENDIX A

DRAWINGS



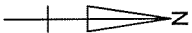
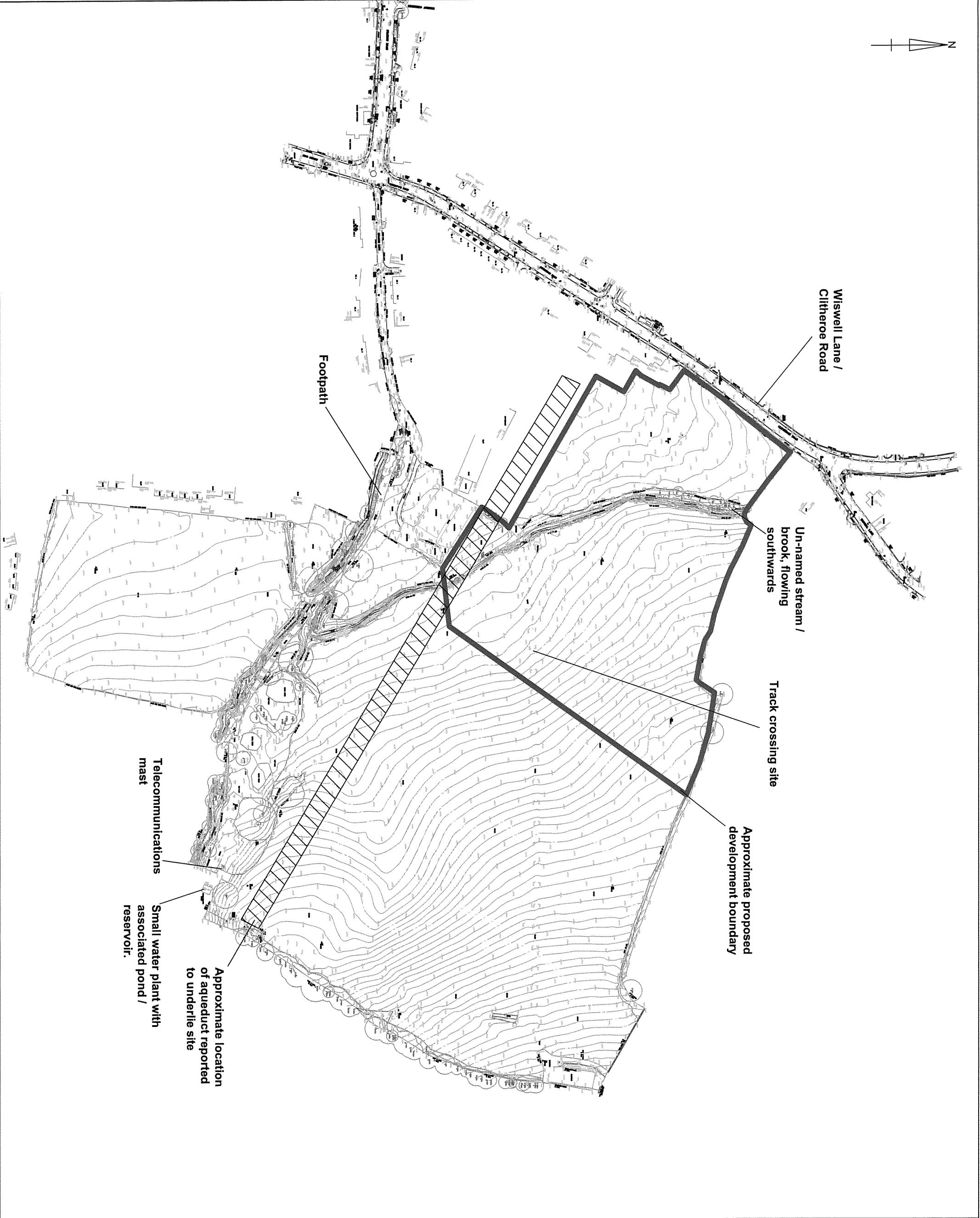
Site Location Plan

Contract Number	C4023
Contract	Land East of Clitheroe Road Whalley
Client	Commercial Estates Group



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Scale	1:50,000	
Drawn by	JC	Approved GH
Drawing Number	C4023/01	



NOTES

Approximate extent of proposed development

REVISION

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

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CLIENT

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SITE

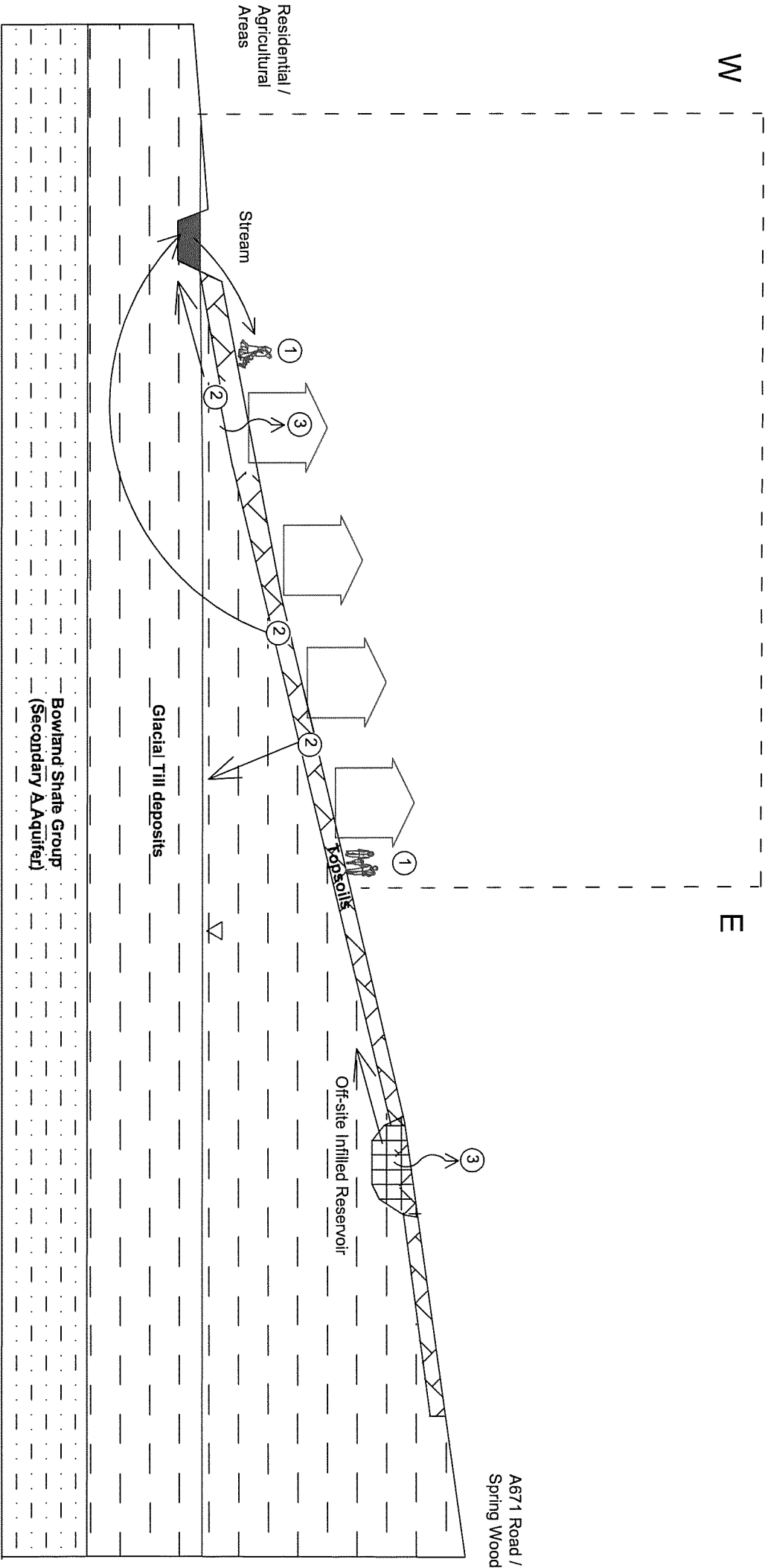
Land East of Clitheroe Road
Whalley

DRAWING TITLE

Site Features Plan

DRAWING NO. CA023/02	REVISION NO. 2	
DRAWN BY GH	APPROVED BY SMB	
DATE March 2012	SCALE NTS	PAPER SIZE A3

SITE BOUNDARY



Contamination Sources	Contamination Pathways	Potential Receptors	Likelihood of Significant Pollutant Linkage
Possible heavy metals, pesticides, PAH's and asbestos in made ground and topsoils	1) Ingestion, dermal contact and inhalation of contaminated dust 2) Migration to controlled waters	Site end users Secondary A Aquifer / on site surface waters	Low - Moderate
Hazardous ground gas (radon and infilled reservoir)	3) Migration and accumulation of hazardous ground gases	End users / Adjacent Site Users	Low - Moderate

Commercial Estates Group

SITE

Land East of Clitheroe Road, Whalley

DRAWING TITLE

Preliminary Conceptual Site Model

DRAWING NO.

C402303

REVISION NO.

2

DRAWN BY

GH

APPROVED BY

SMB

DATE

March 2012

SCALE

NTS

PAPER SIZE

A3

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CLIENT

SIRIUS



NOTES

Layout taken from draft masterplan as provided by Indigo Planning Ltd, dated 22nd March 2012.

REVISION

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B	>>
C	>>
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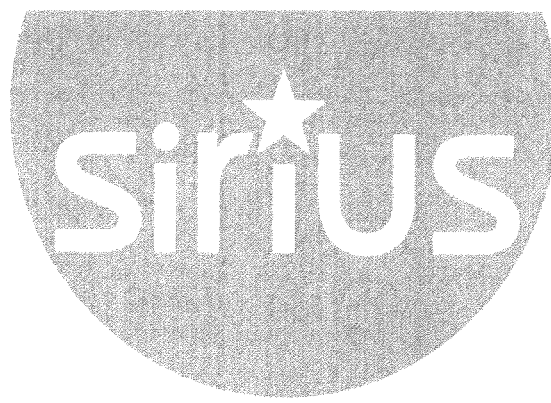
SITE

Land East of Clitheroe Road
Whalley

DRAWING TITLE

Illustrative Masterplan

DRAWING NO. C4023/04		REVISION NO. 2	
DRAWN BY GH		APPROVED BY SB	
DATE March 2012	SCALE NTS	PAPER SIZE A3	



APPENDIX B

GROUNDSURE REPORT

Aerial Photograph of Study Site



Site Name: Whalley
Grid Reference: 373744,436464
Size of Site: 14.54 ha

Aerial photography supplied by Getmapping PLC.
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Overview of Findings

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

Report Section	Number of records found within (X) m of the study site boundary					
1. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of historic IPC Authorisations	0	0	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	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	0	0	0	1	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	0	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
2. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Landfill Sites						
Environment Agency Registered Landfill Sites	0	0	0	0	0	-
Landfill Data – Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	1	4
Landfill Data – Non-Operational Landfill Sites	0	0	0	0	0	-
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	2
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	0	14	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	1	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 068	

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

5. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
5.1 Environment Agency Groundwater Vulnerability and Soil Classification						
Is a Minor Aquifer present on site?	Yes	-	-	-	-	-
Is a Major Aquifer present on site?	No	-	-	-	-	-
Are there any Soil Classification records present on site?	Yes	-	-	-	-	-
5.2 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.3 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	4	-
5.4 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	2	6
5.5 Are there any Source Protection Zones within 500m of the study site?	No					
5.6 River Quality	on-site	0-50	51-250	251-500	501-1000	1001-1500
Is there any Environment Agency information on river quality within 500m of the study site?	No	No	No	No	Yes	No
5.7 Detailed River Network entries within 500m of the site	3	4	5	33	-	-
5.8 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?	Yes
6.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	Yes
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?	High
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderately Low

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

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?	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

Using this Report

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

1. Environmental Permits, Incidents and Registers

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

2. Landfills and Other Waste Sites

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

3. Current Land Uses

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

4. Geology

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

5. Hydrogeology and Hydrology

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

6. Flooding

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

7. Designated Environmentally Sensitive Sites

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

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

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

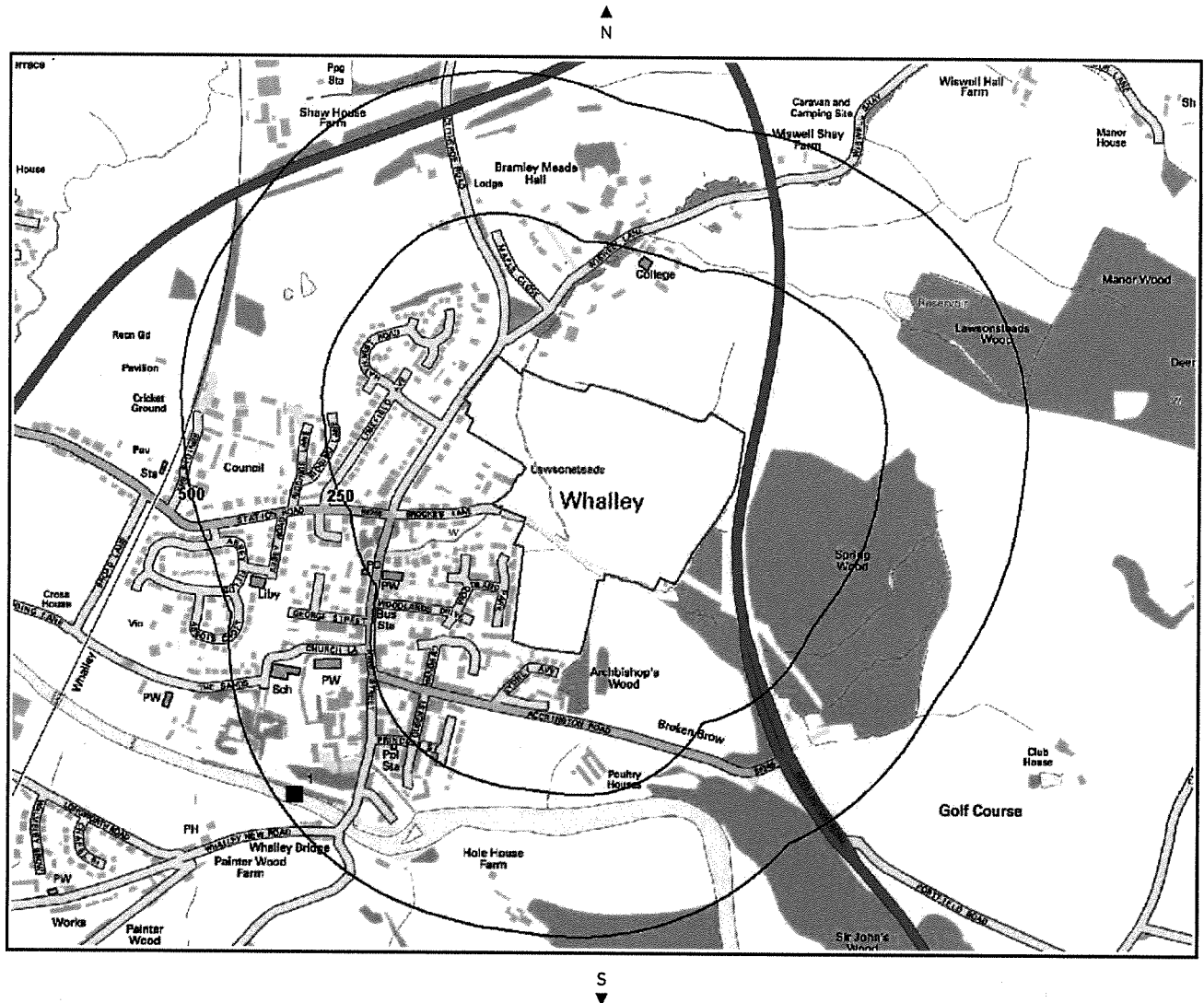
Note: Maps

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

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

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

1. Environmental Permits, Incidents and Registers Map



Authorisations, Incidents and Registers Legend

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

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: 1

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

ID	Distance	Direction	NGR	Details	
1	469.0	SW	373200, 435950	Address: Whalley Outfall Sewer, Ribble Valley, Lancashire Effluent Type: Sewage Discharges - Sewer Storm Overflow - Not Water Company Permit Number: 01LA0027 Permit Version: 1	Receiving Water: River Calder Status: Revoked - Unspecified Issue date: - Effective Date: 13/1/1953 Revocation Date: 13/1/1953

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

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

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

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

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

Database searched and no data found.

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

Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990

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

Database searched and no data found.

2. Landfill and Other Waste Sites Map

NW

N

NE

W

E

SW

S

SE



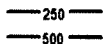
Landfill & Other Waste Sites Legend

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Site Outline



Search Buffers (m)



E.A. Active Landfill



E.A. Historic Landfill (Area Data)



E.A. Historic Landfill (Point Data)



BGS / DoE Survey Landfill



Local Authority Landfill (Area Data)



Local Authority Landfill (Point Data)



Operational Waste Treatment Licence



Closed Waste Treatment Licence



REGIS Waste Licence



Operational Landfill



Closed Landfill

2. Landfill and Other Waste Sites

2.1 Landfill Sites

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

5

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

ID	Distance	Direction	NGR	Details	
1	603.0	SE	374200, 435600	Site Address: Sir John's Wood, Near Accrington Road, Whalley, Lancashire Waste Licence: - Site Reference: K1/03/035 Waste Type: Inert Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1223.0	W	372200, 436200	Site Address: Whalley Sewage Works, Riding Lane, Whalley, Blackburn, Lancashire Waste Licence: - Site Reference: K1/03/022 Waste Type: , Commercial, Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1400.0	NW	372300, 437500	Site Address: Calderstones Hospital A, Off Mitton Road, Whalley Moor, Blackburn, Lancashire Waste Licence: - Site Reference: K1/01/021 Waste Type: Inert, Commercial, Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1439.0	N	373900, 438100	Site Address: Barrow Lake, Whalley Road, Whalley, Blackburn, Lancashire Waste Licence: - Site Reference: K1/03/043 Waste Type: Inert Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1478.0	NW	372300, 437600	Site Address: Calderstones Hospital B, Off Mitton Road, Whalley Moor, Blackburn, Lancashire Waste Licence: - Site Reference: K1/03/021 Waste Type: Inert, Commercial, Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -

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

0

Database searched and no data found.

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

0

Database searched and no data found.

Report Reference: HMD-283-982988

Records of Local Authority landfill sites within 1500m of the study site:**2**

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

ID	Distance	Direction	Site Address	Source	Data Type
Not shown	1222.0	W	Refuse Tip	1974 mapping	Polygon
Not shown	1222.0	W	Refuse Tip	1966 mapping	Polygon

2.2 Other Waste Sites

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

Database searched and no data found.

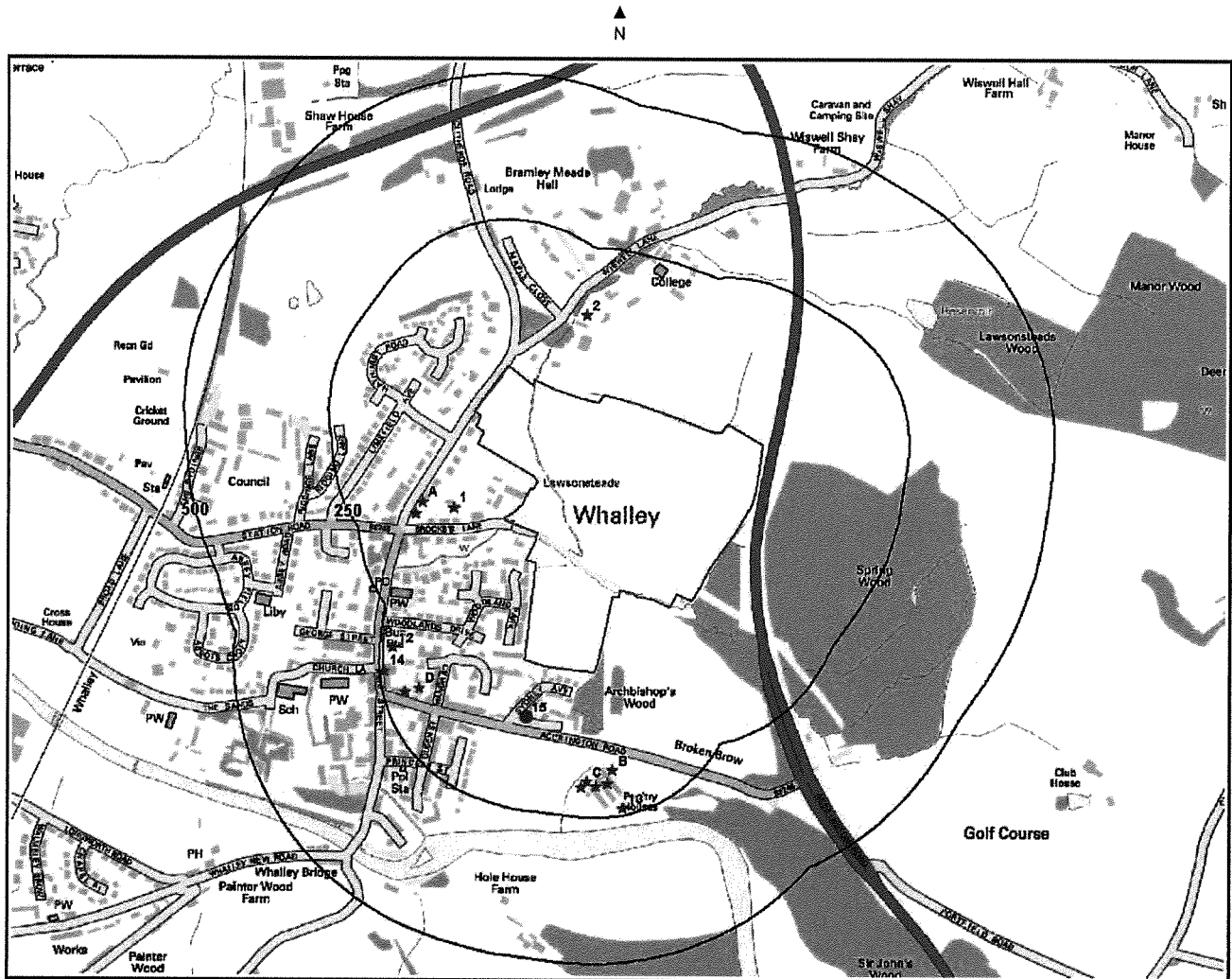
Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site:**0**

Database searched and no data found.

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

Database searched and no data found.

3. Current Land Use Map



Current Land Use Legend

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- | | | | |
|--|--------------------|--|--|
| | Site Outline | | Current Industrial Sites |
| | Search Buffers (m) | | 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:

14

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

ID	Distance	Direction	Company	Address	Activity	Category
1	88.0	W	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
2	138.0	NE	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
3A	138.0	SW	Oldcorne	4, Clitheroe Road, Whalley, Clitheroe, BB7 9AB	Precision Engineers	Engineering Services
4A	152.0	W	K I K A T V's Ltd	2, Clitheroe Road, Whalley, Clitheroe, BB7 9AB	New Vehicles	Motoring
5B	171.0	S	Silos	-	Hoppers and Silos	Farming
6D	188.0	W	Electricity Sub Station	-	Electrical Features	Infrastructure And Facilities
7C	188.0	S	Poultry Houses	-	Poultry Farming, Equipment and Supplies	Farming
8B	192.0	S	Silo	-	Hoppers and Silos	Farming
9C	195.0	S	Silo	-	Hoppers and Silos	Farming
10 C	198.0	S	Silo	-	Hoppers and Silos	Farming
11 D	213.0	W	Cc2 Moda	5, Accrington Road, Whalley, Clitheroe, BB7 9TD	Clothing	Clothing And Accessories
12	228.0	W	Bus Station	-	Bus and Coach Stations, Depots and Companies	Transport Access Points
13	238.0	S	Poultry Houses	-	Poultry Farming, Equipment and Supplies	Farming
14	243.0	W	Cosgroves	64-70, King Street, Whalley, Clitheroe, BB7 9SN	Clothing	Clothing And Accessories

3.2 Petrol and Fuel Sites

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

1

The following petrol or fuel site records provided by Catalist are represented as points on the Current Land Use map:

ID	Distance	Direction	NGR	Company	Address	LPG	Status
15	93.0	S	373585, 436123	Obsolete	Whalley Motor Services, Accrington Road, Accrington Road, Whalley, Clitheroe, Lancashire, BB7 9TD	Not Applicable	Obsolete

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

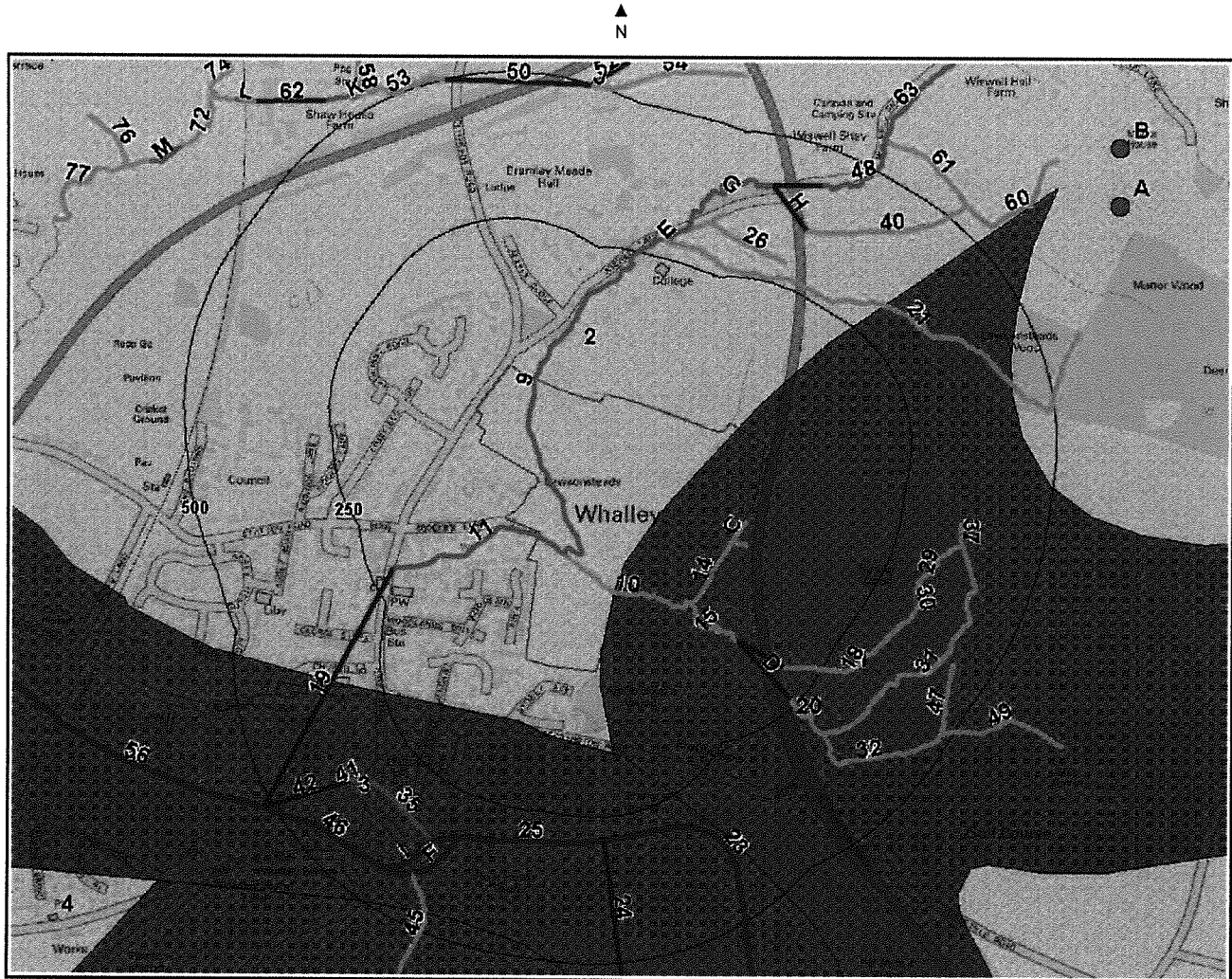
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
BSG-MDST	BOWLAND SHALE FORMATION	MUDSTONE
PG-SDST	PENDLE GRIT MEMBER	SANDSTONE

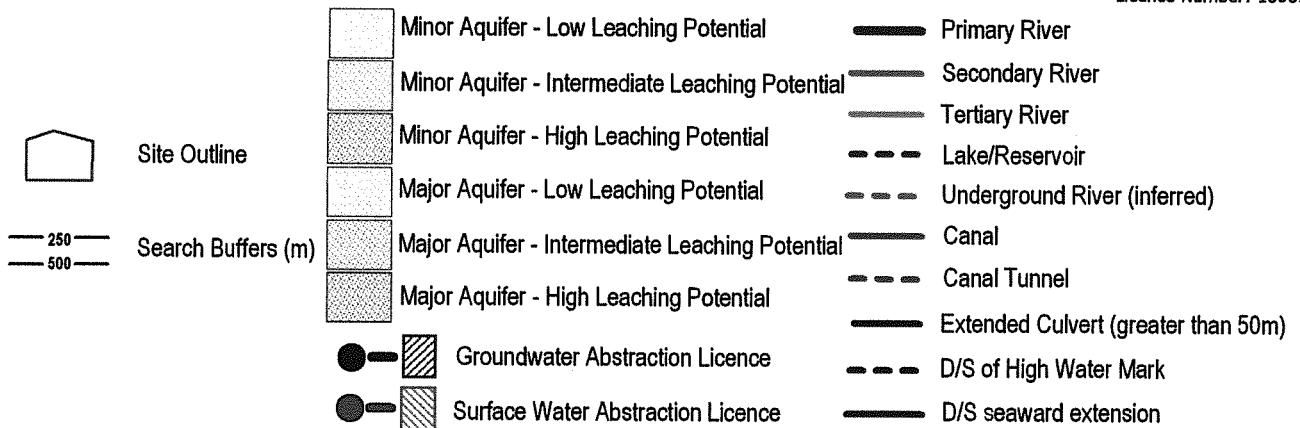
(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

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

5. Hydrogeology and Hydrology - Aquifer and Abstraction Licence Map



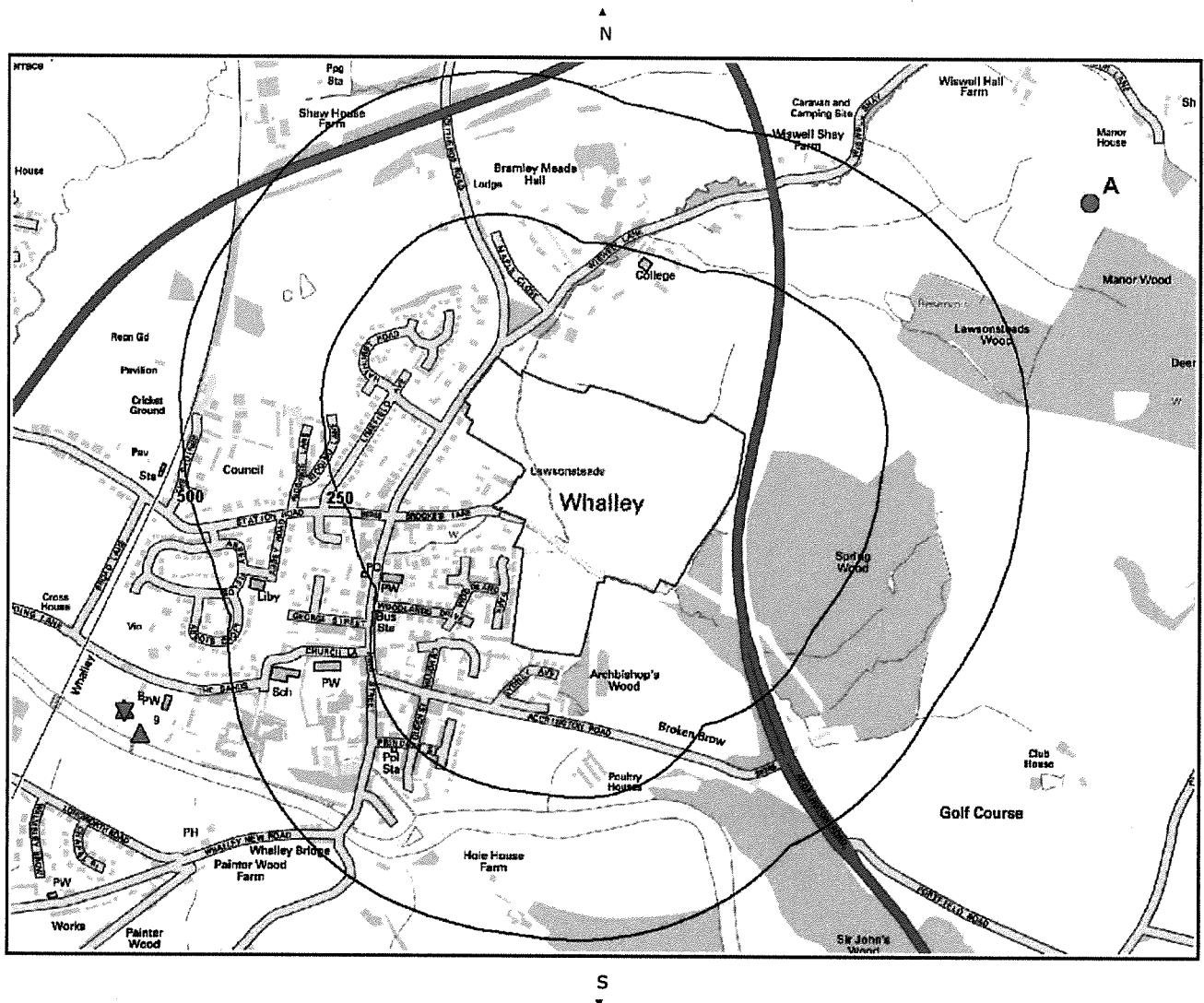
Hydrogeology and Hydrology Legend



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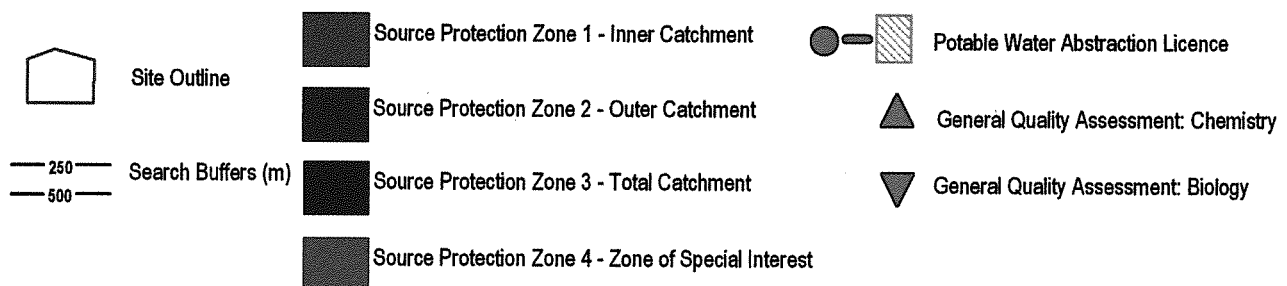
5b. Hydrogeology and Hydrology - SPZ and Potable Water Abstraction Map



Hydrogeology and Hydrology Legend

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5. Hydrogeology and Hydrology

5.1 Groundwater Vulnerability and Soil Classification

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

Yes

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

ID	Distance	Direction	Classification
1	0.0	On Site	Minor Aquifer/High Leaching Potential
2	0.0	On Site	Minor Aquifer/Low Leaching Potential
3	104.0	S	Minor Aquifer/High Leaching Potential

5.2 Groundwater Abstraction Licences

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

No

Database searched and no data found.

5.3 Surface Water Abstraction Licences

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

Yes

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

ID	Distance	Direction	NGR	Details
5A	731.0	NE	374600, 437000	Licence No: 2671336006 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Surface, Non-tidal - North West Region Point: Spring Fed Tank At Wiswell, Clitheroe Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Application No: 4976 Original Start Date: 5/4/1976 Expiry Date: - Issue No: 100 Version Start Date: 1/4/1987 Version End Date: -
6A	731.0	NE	374600, 437000	Licence No: 2671336006 Details: "Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household" Direct Source: "surface, Non-tidal - North West Region" Point: "spring Fed Tank At Wiswell, Clitheroe" Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Application No: 4976 Original Start Date: 5/4/1976 Expiry Date: - Issue No: 100 Version Start Date: 1/4/1987 Version End Date: -
7B	792.0	NE	374600, 437100	Licence No: 2671336001 Details: General use relating to Secondary Category (Medium Loss) Direct Source: "surface, Non-tidal - North West Region" Point: "spring At Sheepeat Farm, wiswell." Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Application No: 3785 Original Start Date: 11/3/1966 Expiry Date: - Issue No: 100 Version Start Date: 11/3/1966 Version End Date: -
8B	792.0	NE	374600, 437100	Licence No: 2671336001 Details: General use relating to Secondary Category (Medium Loss) Direct Source: Surface, Non-tidal - North West Region Point: Spring At Sheepeat Farm, wiswell. Data Type: Point Annual Volume (m³): - Max Daily Volume (m³): - Application No: 3785 Original Start Date: 11/3/1966 Expiry Date: - Issue No: 100 Version Start Date: 11/3/1966 Version End Date: -

5.4 Potable Water Abstraction Licences

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

Yes

The following Potable Water Abstraction Licences records are represented as points, lines and regions on the SPZ and Potable Water Abstraction Map:

ID	Distance	Direction	NGR	Details	
1A	731.0	NE	374600, 437000	Licence No: 2671336006 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Surface, Non-tidal - North West Region Point: Spring Fed Tank At Wiswell, Clitheroe Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 4976 Original Start Date: 5/4/1976 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:
2A	731.0	NE	374600, 437000	Licence No: 2671336006 Details: "Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household" Direct Source: "surface, Non-tidal - North West Region" Point: "spring Fed Tank At Wiswell, Clitheroe" Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 4976 Original Start Date: 5/4/1976 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:
Not shown	1131.0	S	373400, 435100	Licence No: 2671336007 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Ground Water - North West Region Point: Borehole At Dean Nab, Whalley Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 7203 Original Start Date: 19/7/1993 Expiry Date: - Issue No: 102 Version Start Date: Version End Date:
Not shown	1131.0	S	373400, 435100	Licence No: 2671336007 Details: "Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household" Direct Source: Ground Water - North West Region Point: "borehole At Dean Nab , Whalley" Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 19/7/1993 Expiry Date: - Issue No: 101 Version Start Date: Version End Date:
Not shown	1131.0	S	373400, 435100	Licence No: 2671336007 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Ground Water - North West Region Point: Borehole At Dean Nab , Whalley Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 7203 Original Start Date: 19/7/1993 Expiry Date: - Issue No: 102 Version Start Date: Version End Date:
Not shown	1658.0	E	375600, 437000	Licence No: 2671335026 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Ground Water - North West Region Point: Borehole At Wiswell Moor Meats Data Type: Point	Annual Volume (m³): 13638 Max Daily Volume (m³): 54.55 Original Application No: 7080 Original Start Date: 17/1/1992 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:
Not shown	1660.0	NE	374700, 438100	Licence No: 2671309047 Details: "Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household" Direct Source: "surface, Non-tidal - North West Region" Point: "spring Fed Storage Tank At Barrow , Blackburn" Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: 7043 Original Start Date: 12/2/1993 Expiry Date: - Issue No: 102 Version Start Date: Version End Date:
Not shown	1660.0	NE	374700, 438100	Licence No: 2671309047 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Household Direct Source: Surface, Non-tidal - North West Region Point: Spring Fed Storage Tank At Barrow , Blackburn Data Type: Point	Annual Volume (m³): 119867.11 Max Daily Volume (m³): 328.4 Original Application No: 7043 Original Start Date: 12/2/1993 Expiry Date: - Issue No: 102 Version Start Date: Version End Date:

5.5 Source Protection Zones

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

No

Database searched and no data found.

5.6 River Quality

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

Yes

Biological Quality:

Biological Quality data describes water quality in terms of 83 groups of macroinvertebrates, some of which are pollution sensitive. The results are graded from A ('Very Good') to F ('Bad').

ID	Distance [m]	Direction	NGR	River Details	Biological Quality Grade				
					2004	2005	2006	2007	2008
11B	694.0	W	372900, 436100	River Name: Calder (calder) Reach: Hyndburn Bk To Whalley Weir End/Start of Stretch: End of Stretch NGR	C	D	D	D	B

Chemical Quality:

Chemical quality data is based on the General Quality Assessment Headline Indicators scheme (GQAHI). In England, each chemical sample is measured for ammonia and dissolved oxygen. In Wales, the samples are measured for biological oxygen demand (BOD), ammonia and dissolved oxygen. The results are graded from A ('Very Good') to F ('Bad').

ID	Distance [m]	Direction	NGR	River Details	Chemical Quality Grade (Headline Indicator)				
					2004	2005	2006	2007	2008
9	676.0	W	372927, 436058	River Name: Calder Reach: Whalley Weir To Ribble End/Start of Stretch: Sample Point NGR	C	C	B	B	B
10B	694.0	W	372900, 436100	River Name: Calder Reach: Whalley Weir To Ribble End/Start of Stretch: Start of Stretch NGR	C	C	B	B	B

5.7 Detailed River Network

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

Yes

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

ID	Distance	Direction	Details	
9	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
10	0.0	On Site	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
11	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-283-982988

12C	2.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
13C	2.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
14	2.0	SE	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined
15	7.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
16D	102.0	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
17D	102.0	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
18	193.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
19	209.0	SW	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
20	239.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
21	256.0	N	River Name: Drain Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: YES Main River Status: Currently Undefined
22E	282.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
23	287.0	S	River Name: - Water Course Name: RIVER CALDER Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
24	288.0	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
25	288.0	S	River Name: River Calder Water Course Name: RIVER CALDER Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
26	290.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
27G	308.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
28E	308.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
29	312.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
30	312.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
31	321.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined

32	321.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
33F	325.0	S	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
34F	325.0	S	River Name: - Water Course Name: RIVER CALDER Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
35	329.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
36G	333.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
37	353.0	E	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
38I	353.0	SW	River Name: - Water Course Name: RIVER CALDER Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
39H	355.0	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
40	355.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
41	364.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
42	365.0	SW	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
43H	413.0	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
44I	415.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
45	415.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
46	432.0	SW	River Name: - Water Course Name: RIVER CALDER Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
47	435.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
48	435.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
49	482.0	SE	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
50	483.0	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
51J	499.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined

52	499.0	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
53	499.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined

5.8 Surface Water Features

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

Yes

The following surface water records are not represented on mapping:

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

6. Environment Agency Flood Map

NW

▲
N

NE

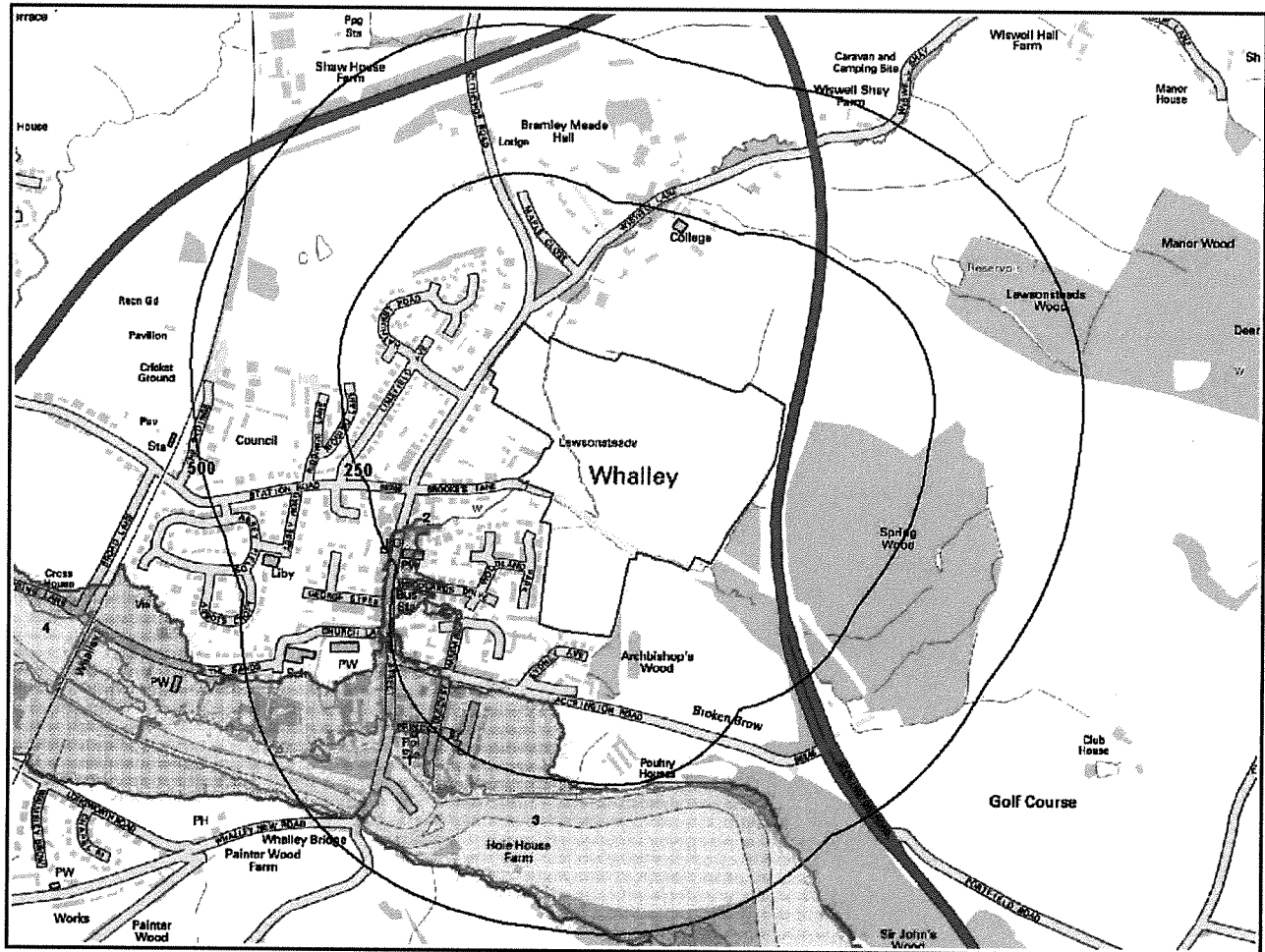
◀W

▶E

SW

▼
S

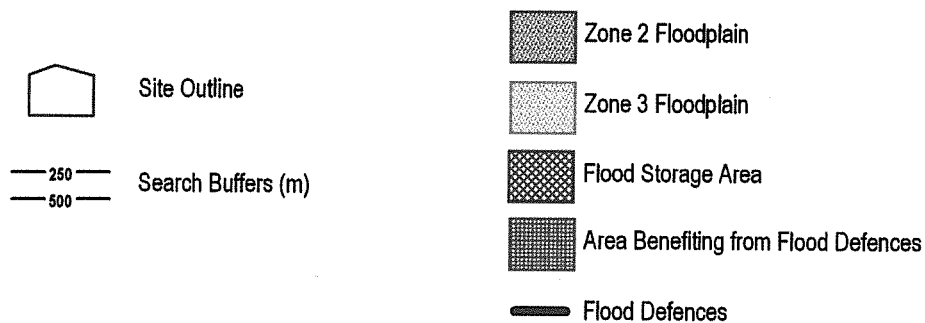
SE



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? **Yes**

The following floodplain records are represented as green shading on the Flood Map:

ID	Distance	Direction	Update	Type
1	122.0	S	12-Aug-2010	Zone 2

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? **Yes**

The following floodplain records are represented as blue shading on the Flood Map:

ID	Distance	Direction	Update	Type
2	153.0	SW	12-Aug-2010	Zone 3

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?

High

6.7 Groundwater Flooding Confidence Areas

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

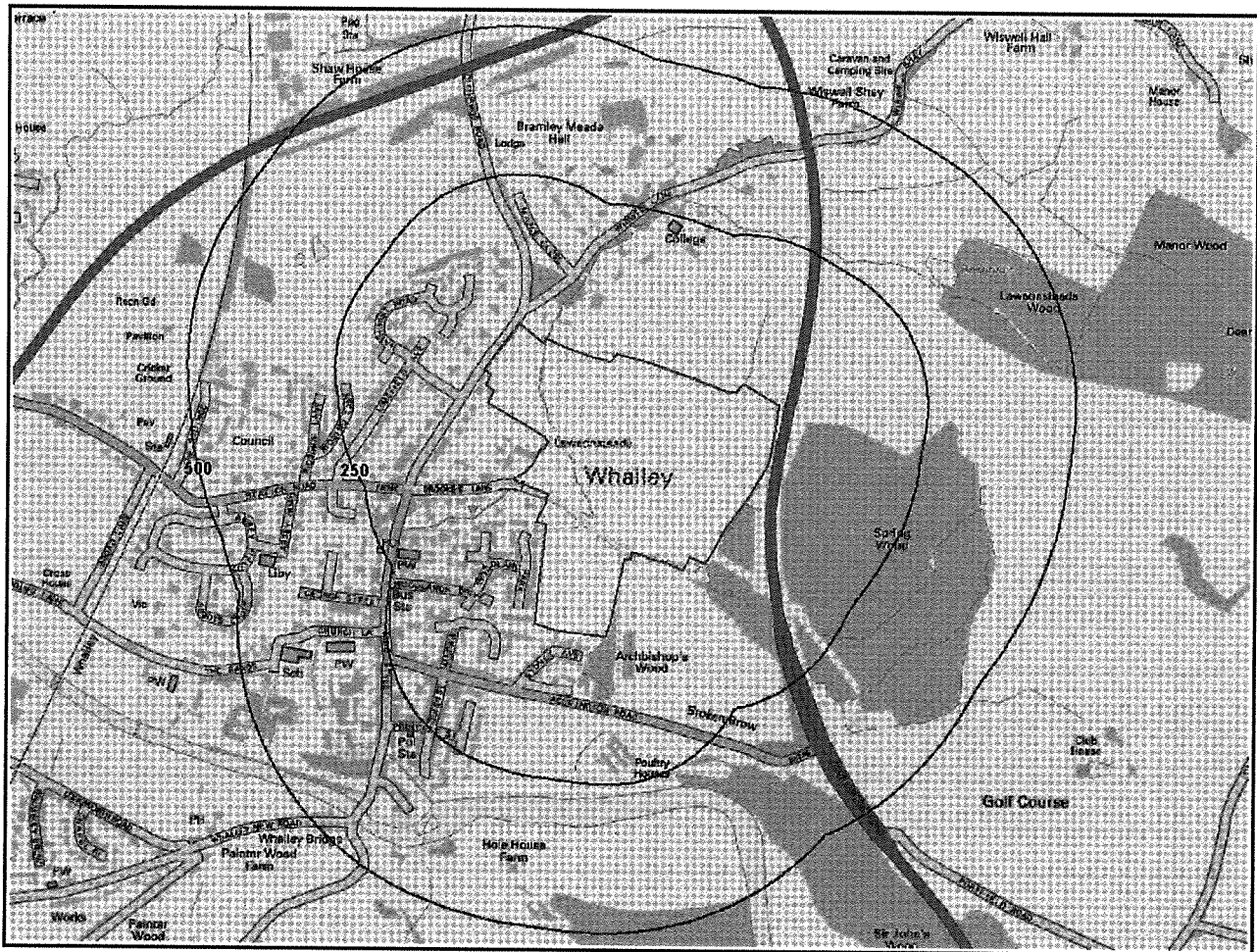
Moderately Low

Notes:

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

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

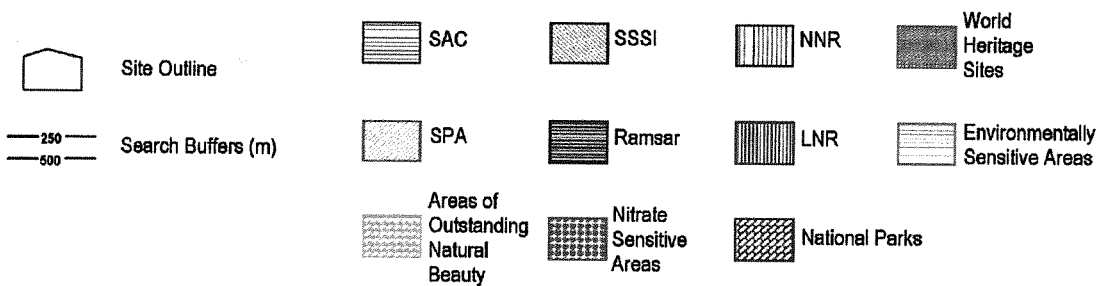
7.Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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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? **Null - Negligible**

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

8.1.6 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



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



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



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



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



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



Local Authority
Authority: Ribble Valley Borough Council
Phone: 01200 425111
Web: www.rlbblevalley.gov.uk
Address: Council Offices, Church Walk, Clitheroe,
Lancashire, BB7 2RA

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



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.

Report Reference: HMD-283-982988

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"Commercial" means any building which is not Residential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

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

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

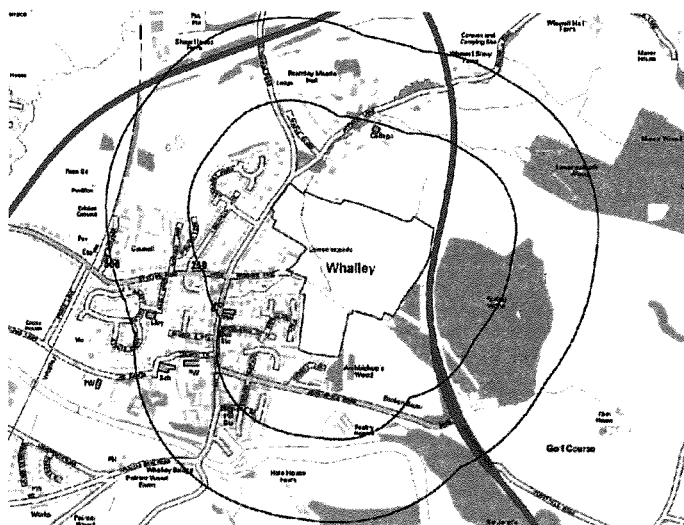
6.6 The Client shall (and shall procure that any recipients of the Report as permitted under condition 4.2 shall):

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

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

- (iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service; and
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this condition 6.7(iv) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
- 6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.
7. Liability
- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:
- (i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
- (ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part III(A) of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of:
- (i) Consultancy Services, for the amount specified in the Contract and/or on a project of project basis;
- (ii) each Commercial Risk Screening Report for £10 million;
- (iii) each Residential Risk Screening Report, for £5 million; and
- (iv) each Mapping or Data Report, for £5 million,
- in each case, in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.
8. GroundSure right to suspend or terminate
- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.
9. Client's Right to Terminate and Suspend
- 9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.
10. Consequences of Withdrawal, Termination or Suspension
- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.
11. General
- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Data Providers; or
- (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.
- ©GroundSure Limited - June 2010

Your Reference: C4023/GH/2798



Brought to you by GroundSure

Aerial Photograph of Study Site



Site Name: Whalley
Grid Reference: 373744,436464
Size of Site: 14.54 ha

Aerial photography supplied by Getmapping PLC.
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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 in a Radon Affected Area, as between 3 and 5% 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?	Basic radon protective measures are necessary

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

Source:Scale 1:50,000 BGS Sheet No:068

Report Reference: HMD-283-982989

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	4	0	15	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	1	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	1	0	0	0
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0

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

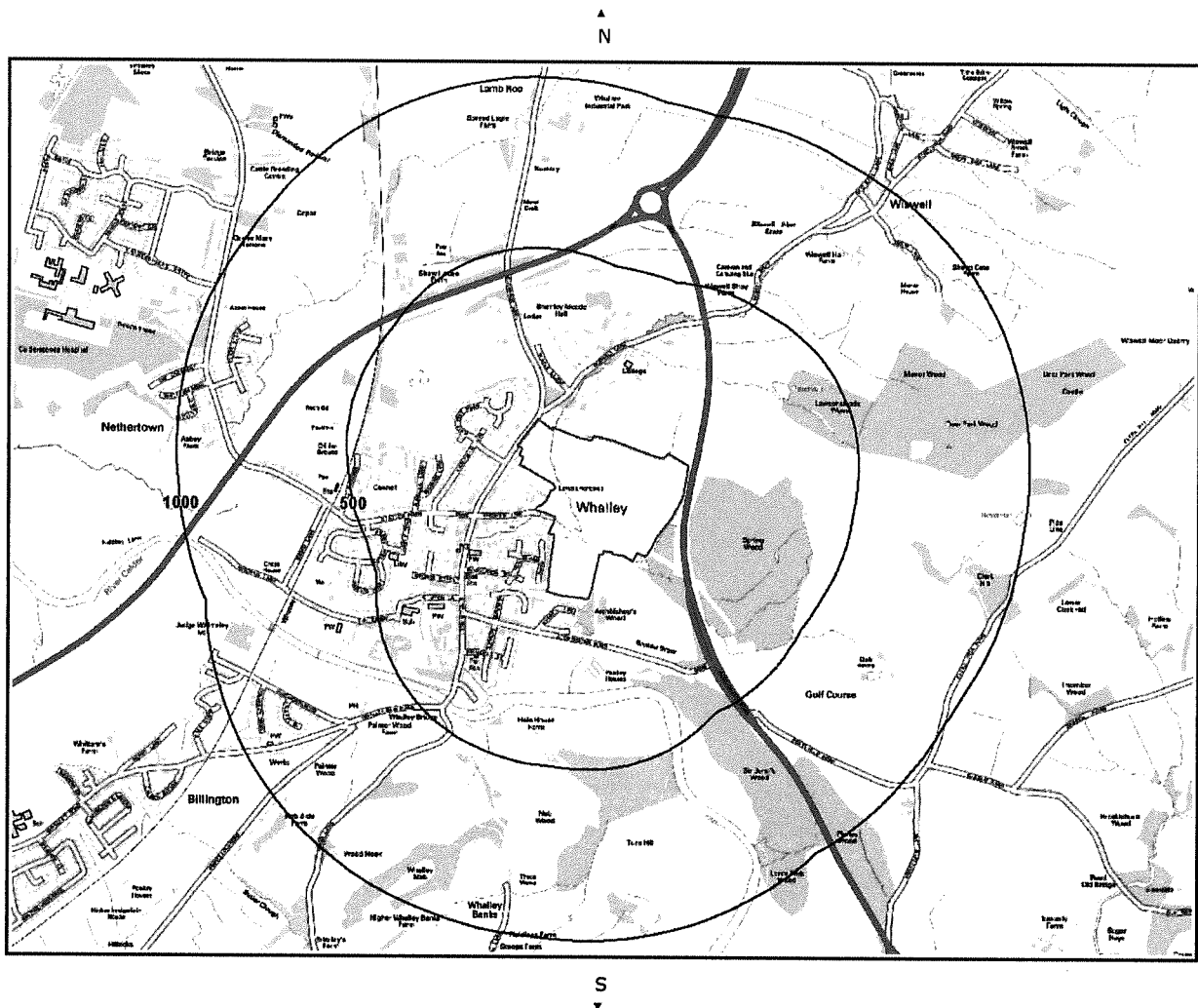
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Very Low	-	-	-	-
4.2 Landslides	Very Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Negligible	-	-	-	-
4.4 Compressible Deposits	Negligible	-	-	-	-
4.5 Collapsible Deposits	Negligible	-	-	-	-
4.6 Running Sand	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	0	6	-	-

6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	1	2	0	-	-

1.1 Artificial Ground Map



Artificial Ground Legend

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	Site Outline		Made Ground (undivided)		Disturbed Ground (undivided)
	500		Worked Ground (undivided)		Landscaped Ground (undivided)
	1000		Infilled Ground		Reclaimed Ground

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:068

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

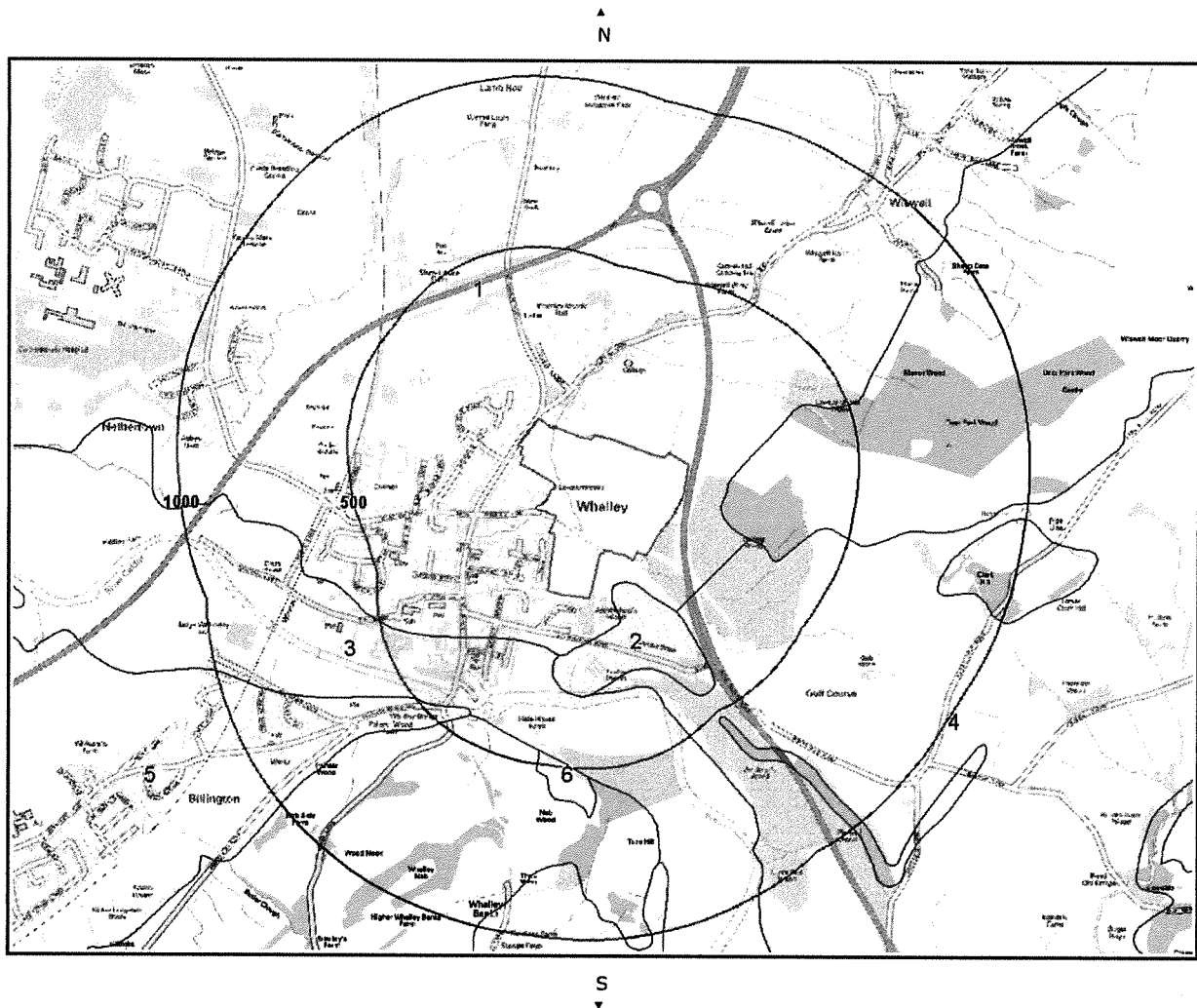
Are there any records relating to permeability of artificial ground within the study site* boundary?

No

Database searched and no data found.

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

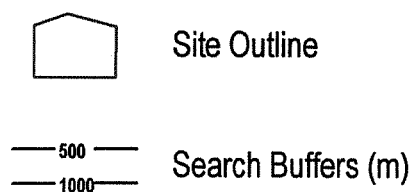
1.2 Superficial Deposits and Landslips Map



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
2	57.0	E	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
3	159.0	S	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
4	175.0	SE	TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
5	417.0	SW	TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
6	458.0	S	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

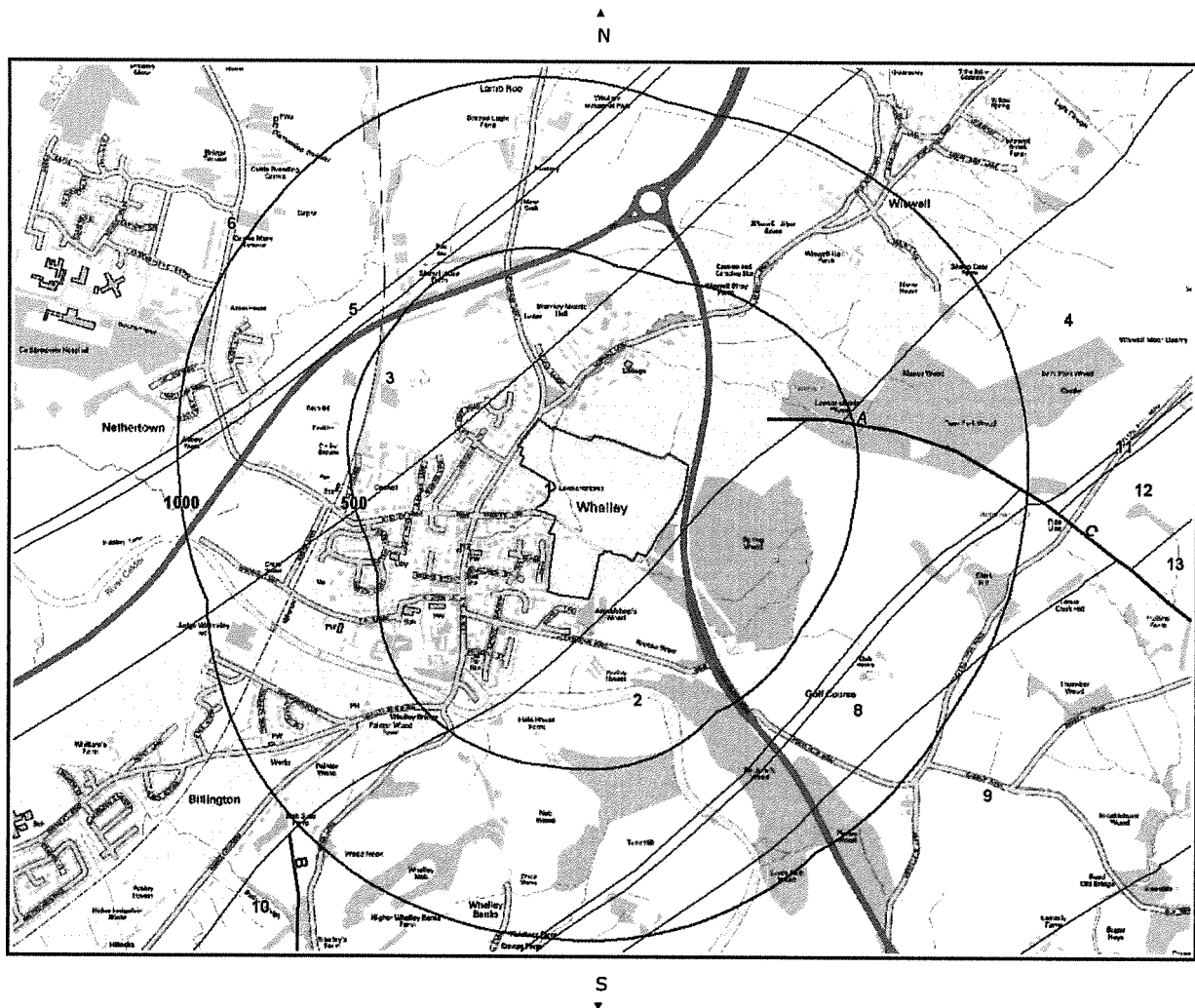
Are there any records relating to permeability of landslips within the study site* boundary?

No

Database searched and no data found.

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

1.3 Bedrock and Faults Map



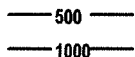
Bedrock & Faults Deposits Legend



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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:068

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	BSG-MDST	Bowland Shale Formation - Mudstone	Yeadonian / Asbian
2	35.0	SE	PG-SDST	Pendle Grit Member - Sandstone	Pendleian
3	131.0	NW	RKM-MDST	Rad Brook Mudstone Member - Mudstone	Holkerian
4	467.0	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	Low	Low
35.0	SE	Fracture	High	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
15 A	270.0	NE	FAULT	Normal fault, inferred
16 A	270.0	NE	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?

The property is in a Radon Affected Area, as between 3 and 5% of properties are above the Action Level

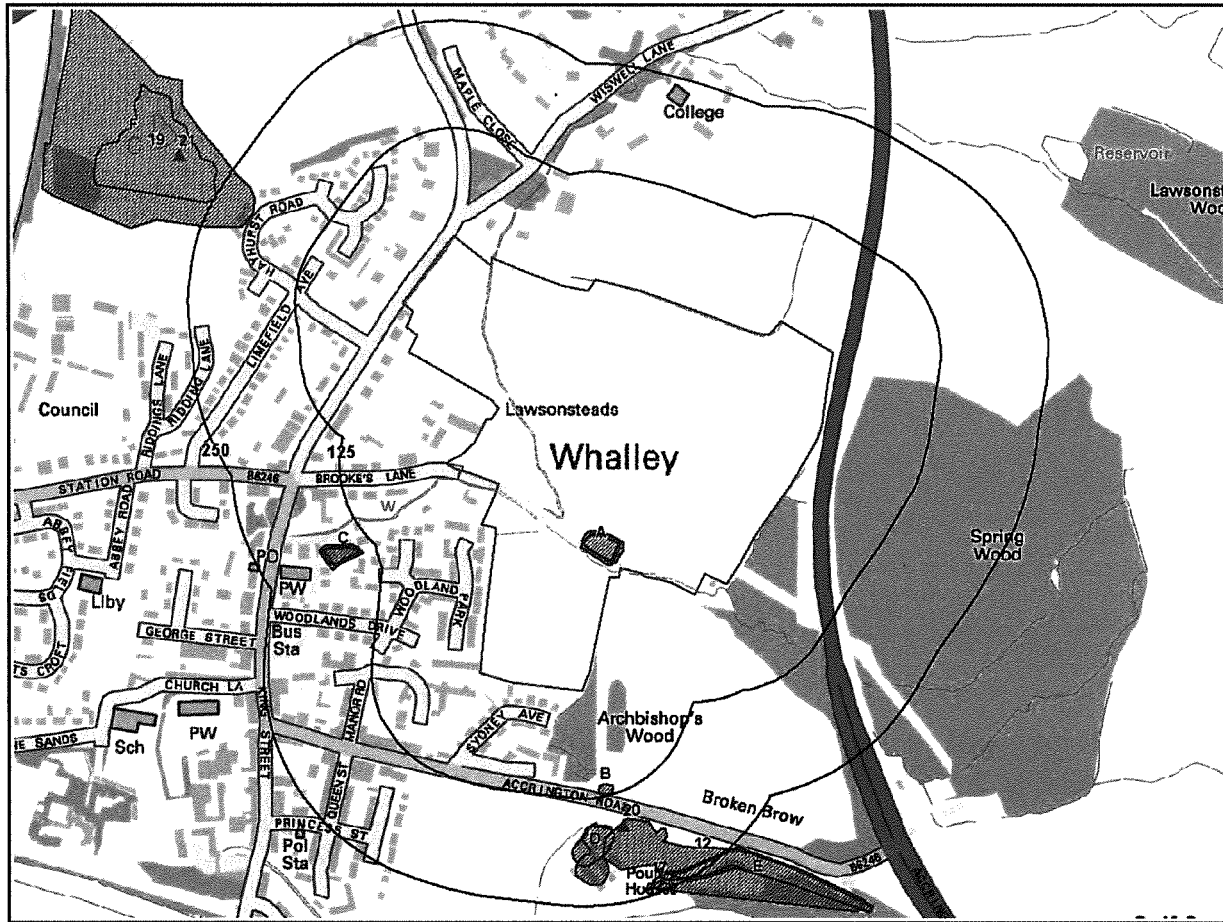
1.3.5 Radon Protection

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

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

Basic radon protective measures are necessary

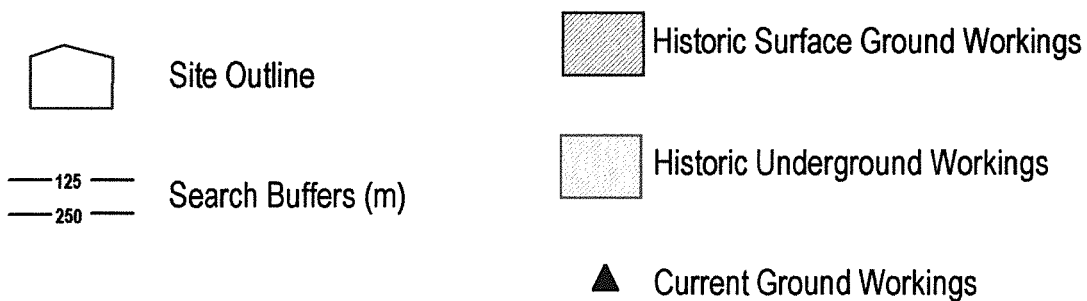
2. Ground Workings Map



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	0.0	On Site	373723,436363	Reservoir	1933
2A	0.0	On Site	373723,436363	Reservoir	1910
3A	0.0	On Site	373724,436368	Pond	1892
4A	0.0	On Site	373727,436366	Reservoir	1950
5B	112.0	S	373729,436086	Unspecified Heap	1933
6B	112.0	S	373729,436086	Unspecified Heap	1910
7C	141.0	W	373426,436356	Reservoir	1950
8C	141.0	SW	373421,436358	Pond	1892
9C	144.0	SW	373421,436353	Reservoir	1933
10C	144.0	SW	373421,436353	Reservoir	1910
11D	155.0	S	373716,436011	Unspecified Pit	1892
12D	157.0	S	373883,435998	Unspecified Ground Workings	1933
13D	157.0	S	373707,436020	Sand Pit	1910
14F	203.0	NW	373200,436872	Brick and Tile Works	1892
15E	231.0	SE	373908,435982	Unspecified Pit	1892
16E	231.0	SE	373956,435979	Unspecified Ground Workings	1910
17F	236.0	S	373792,435975	Sand Pit	1910
18F	249.0	NW	373208,436834	Old Clay Pit	1910
19F	249.0	NW	373208,436834	Unspecified Pit	1933

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.

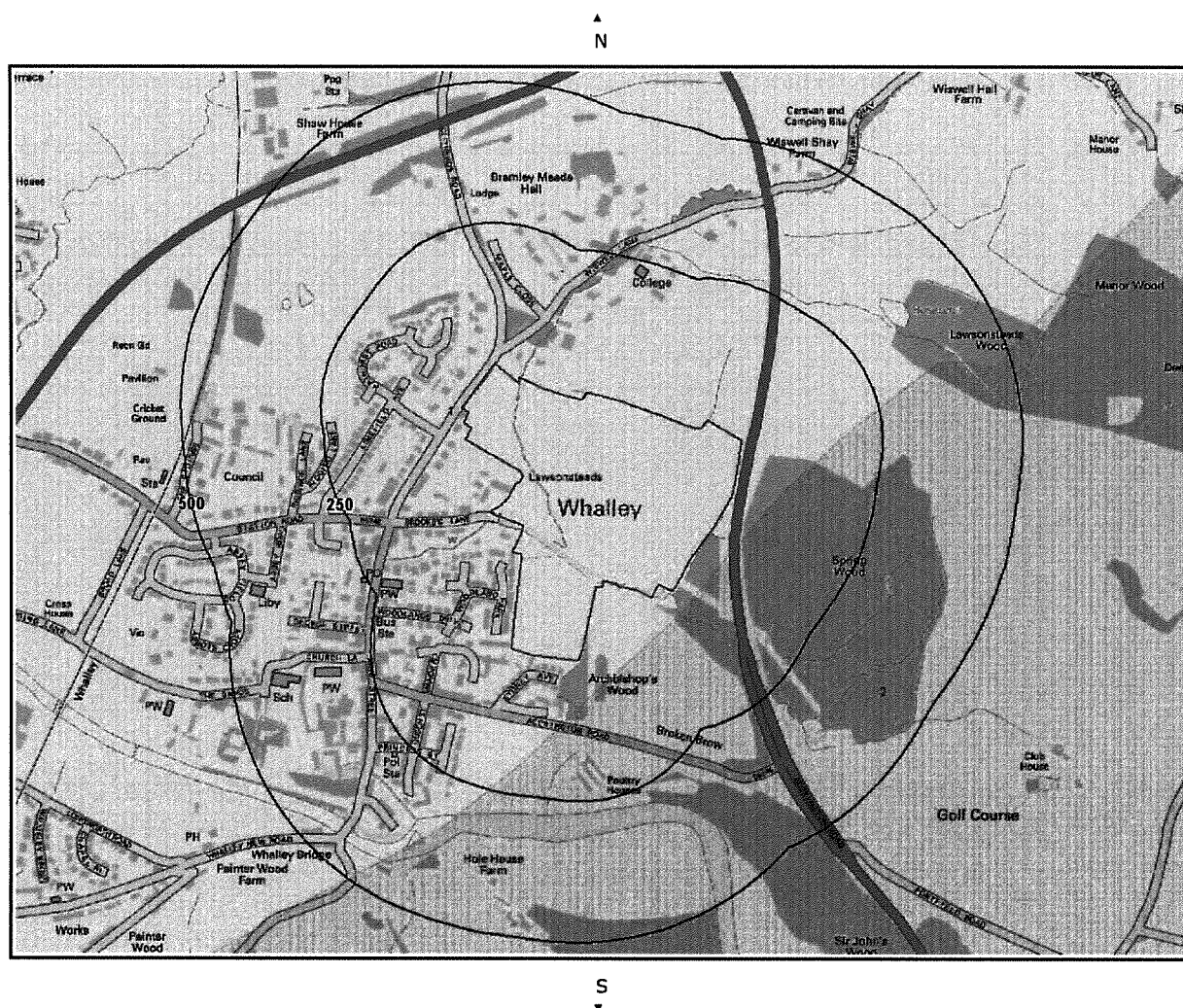
Are there any BGS Current Ground Workings within 1000m of the study site boundary?

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
20	165.0	S	373749, 436042	Sand	Sand House Sand Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
21	311.0	NW	373235, 436819	Clay & Shale	Whalley Brick & Tile Works	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	535.0	E	374506, 436410	Sandstone	Clerk Hill	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	647.0	E	374618, 436402	Sandstone	Clerk Hill	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	701.0	S	373718, 435499	Sandstone	Nab Wood	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	740.0	SE	374644, 436174	Sandstone	Long Leese Barn	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	888.0	E	374833, 436880	Sandstone	Deer Park Wood	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased

3. Mining, Extraction & Natural Cavities Map

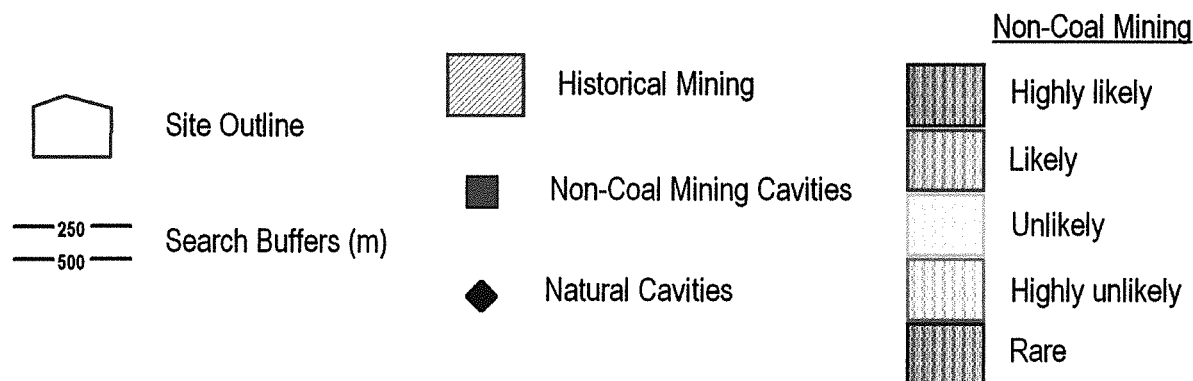


Mining, Extraction & Natural Cavities
Legend

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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 given	Vein Mineral	Unlikely - Some small scale mining may have occurred but restricted in extent.
2	35.0	SE	Not given	Vein Mineral	Highly Unlikely - Localised small scale 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 3.3 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary? **No**

Database searched and no data found.

3.10 Clay Mining

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

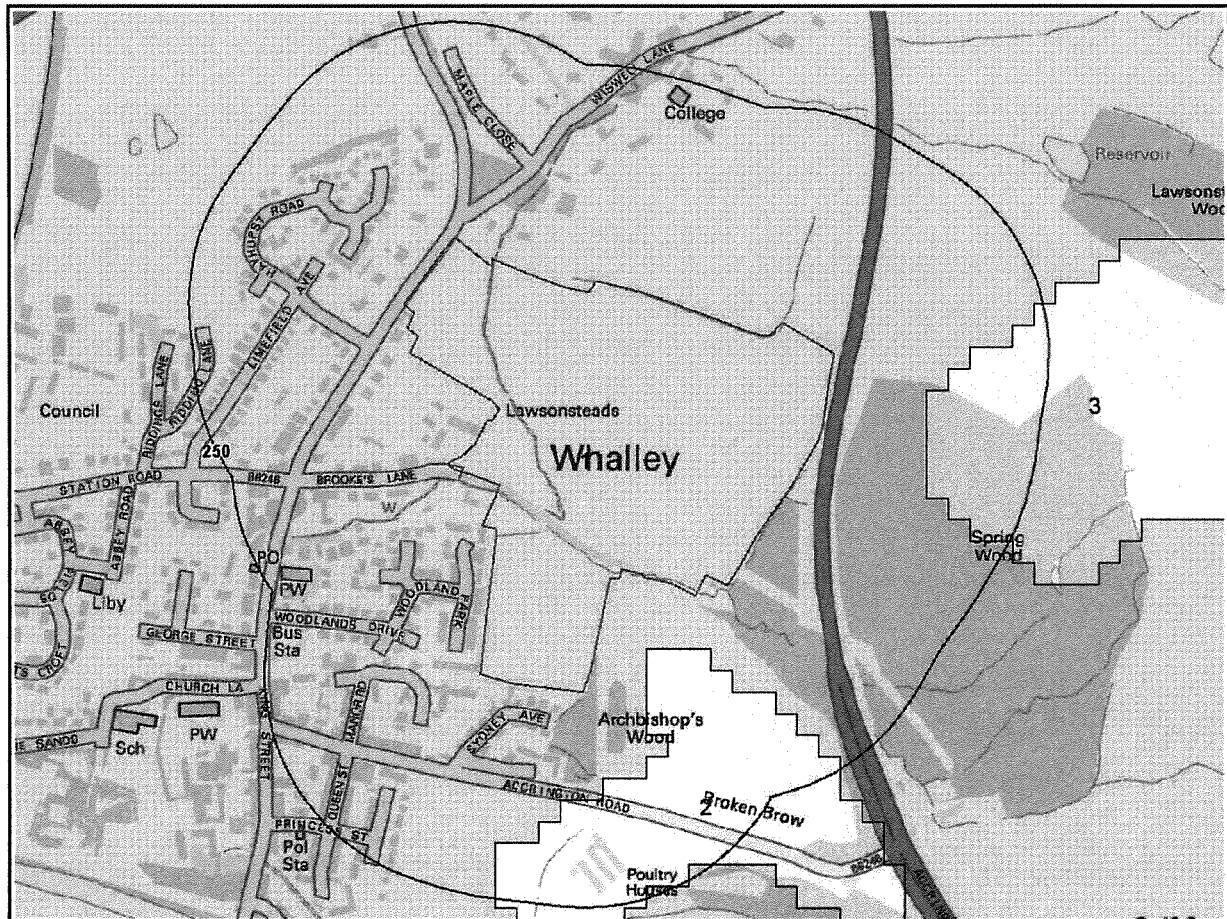
Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

4. Natural Ground Subsidence

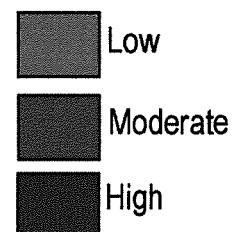
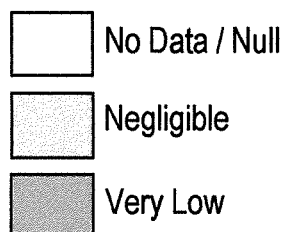
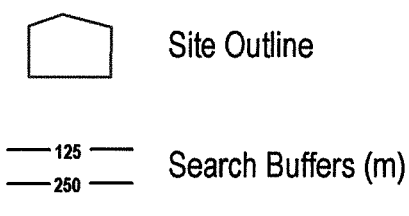
4.1 Shrink-Swell Clay Map



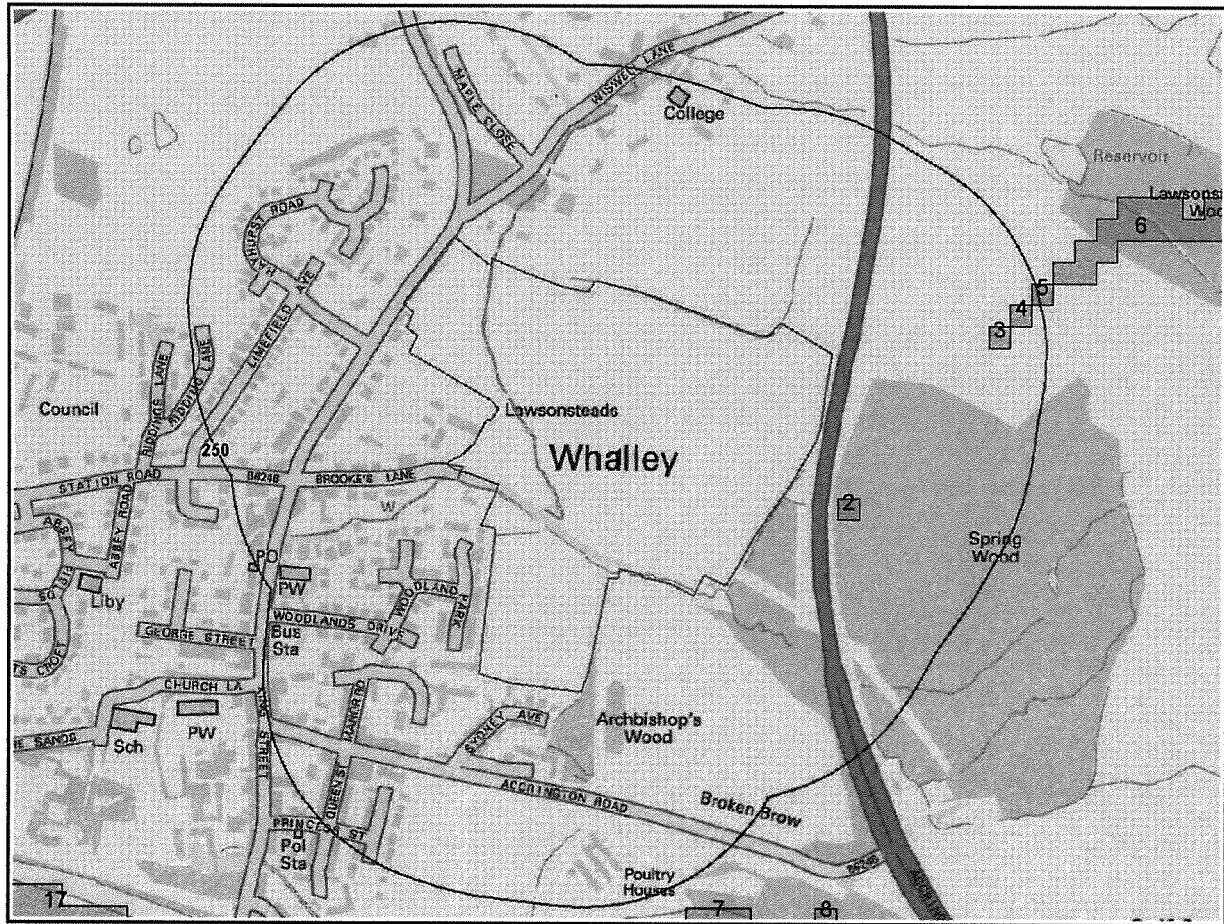
Shrink-Swell Clay Legend

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4.2 Landslides Map

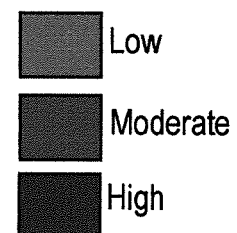
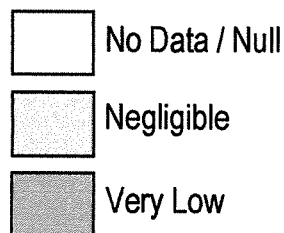
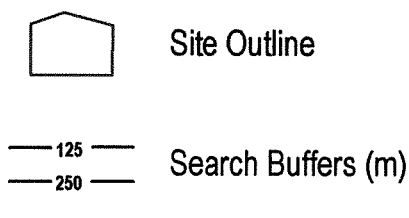


Landslides Legend

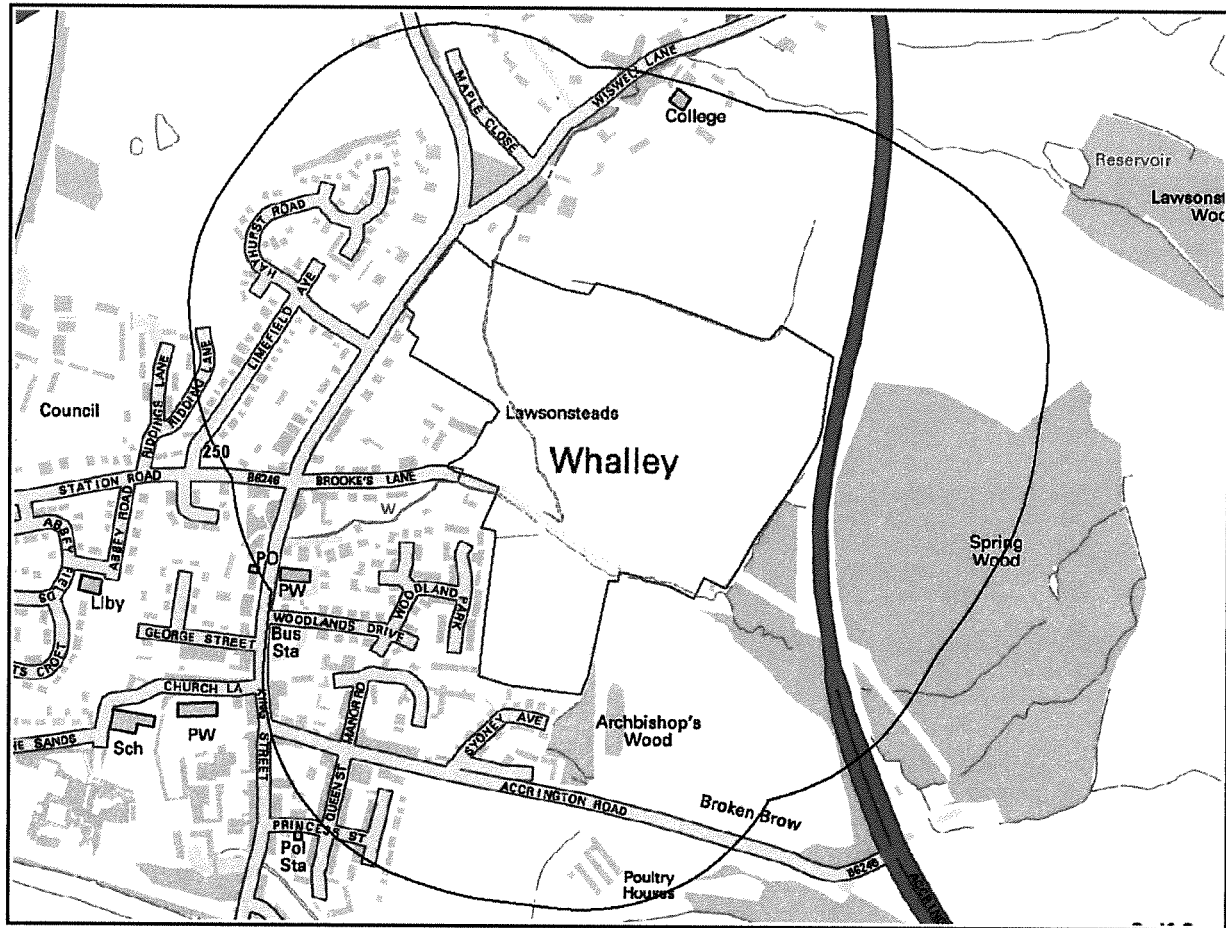
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4.3 Ground Dissolution Soluble Rocks Map



Ground Dissolution Soluble Rocks
Legend

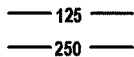
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Site Outline



Search Buffers (m)



No Data / Null



Negligible



Very Low



Low

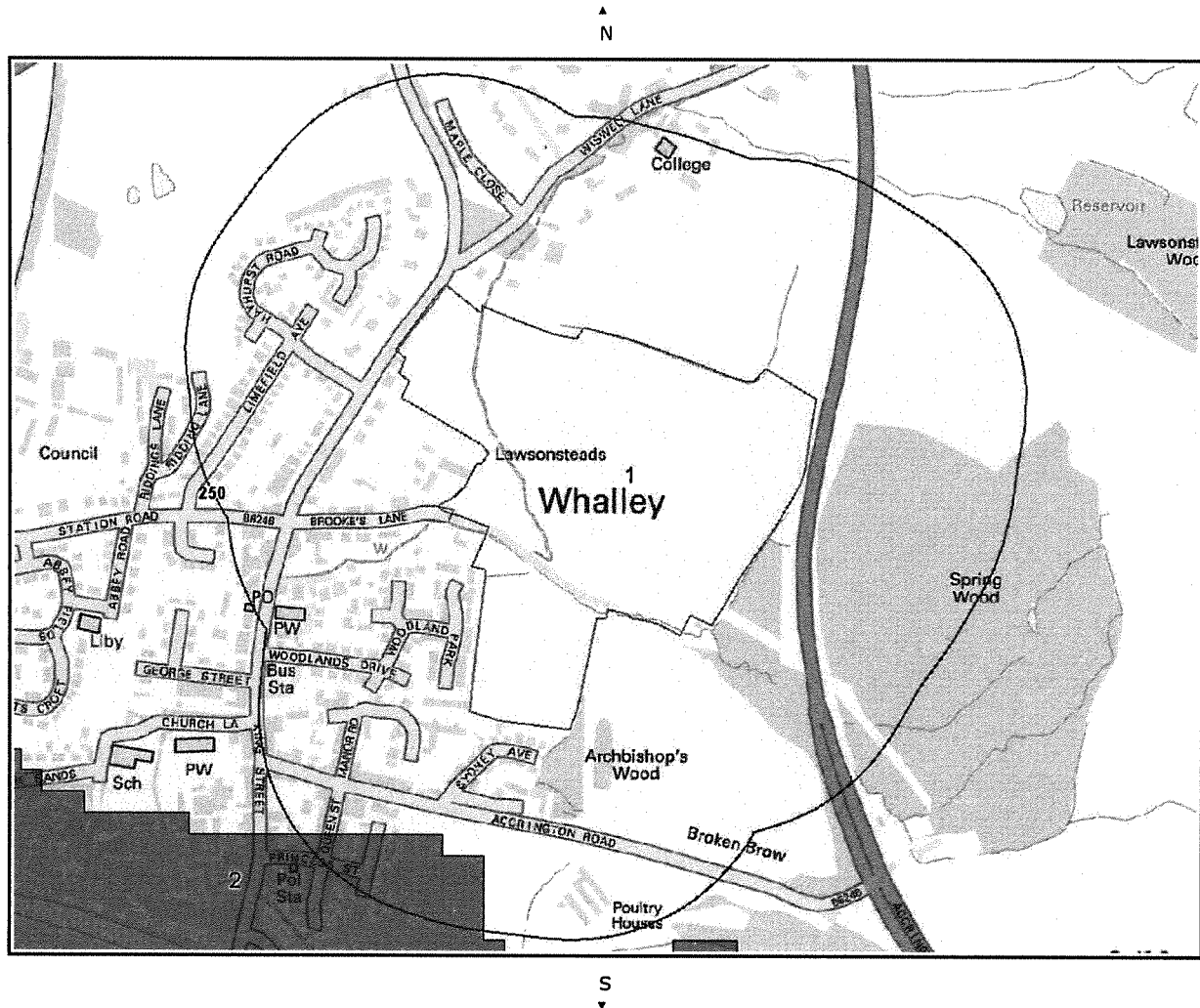


Moderate



High

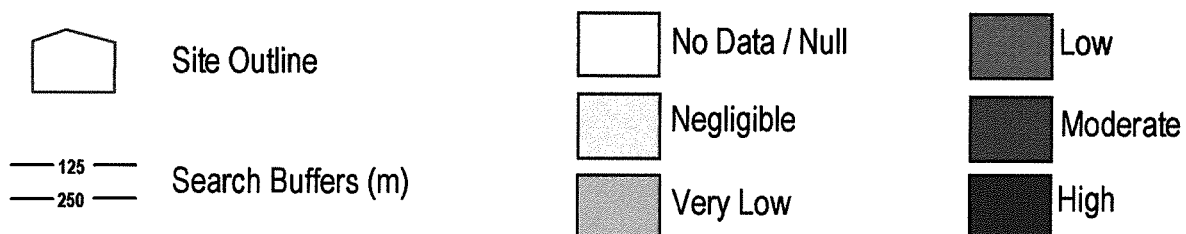
4.4 Compressible Deposits Map



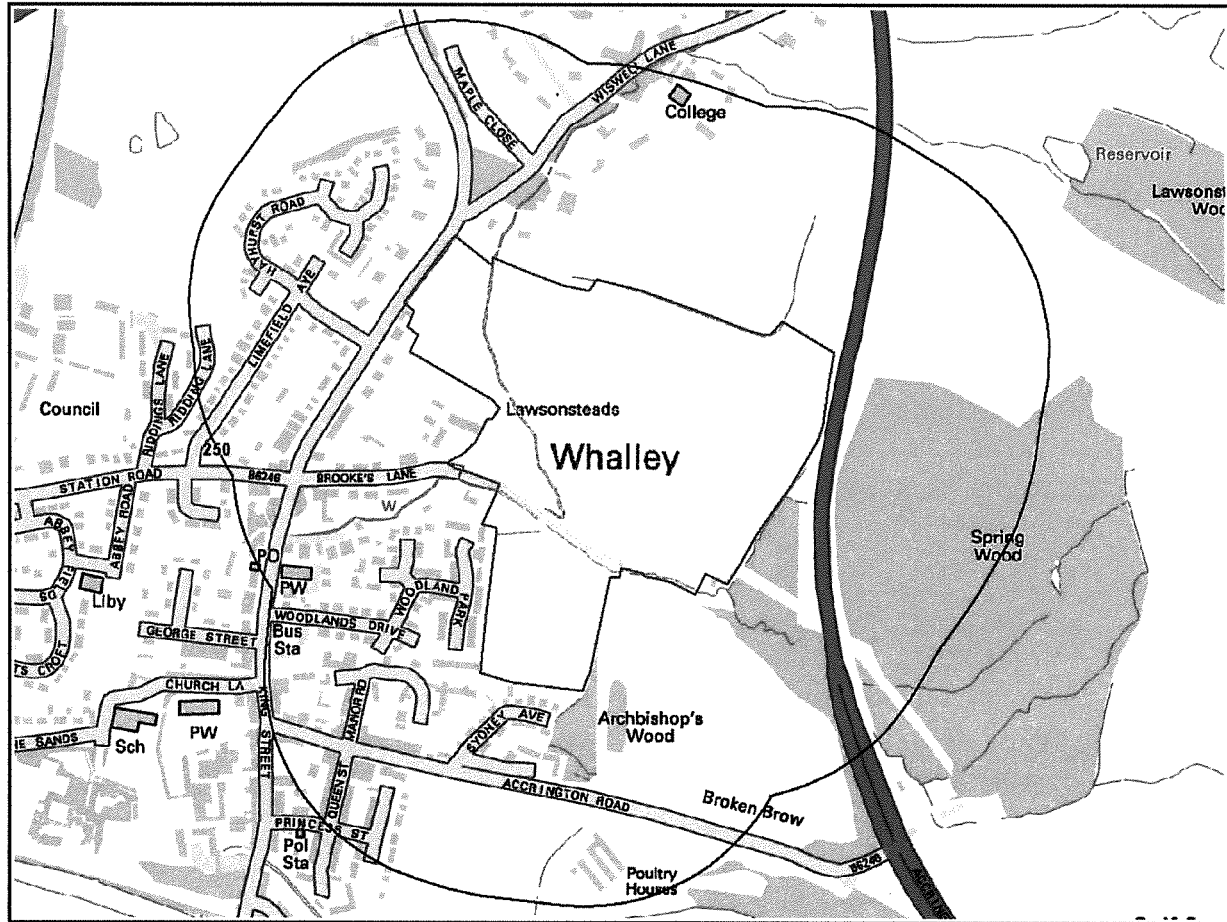
Compressible Deposits Legend

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4.5 Collapsible Deposits Map



Collapsible Deposits Legend

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Site Outline

Search Buffers (m)

125

250

No Data / Null

Negligible

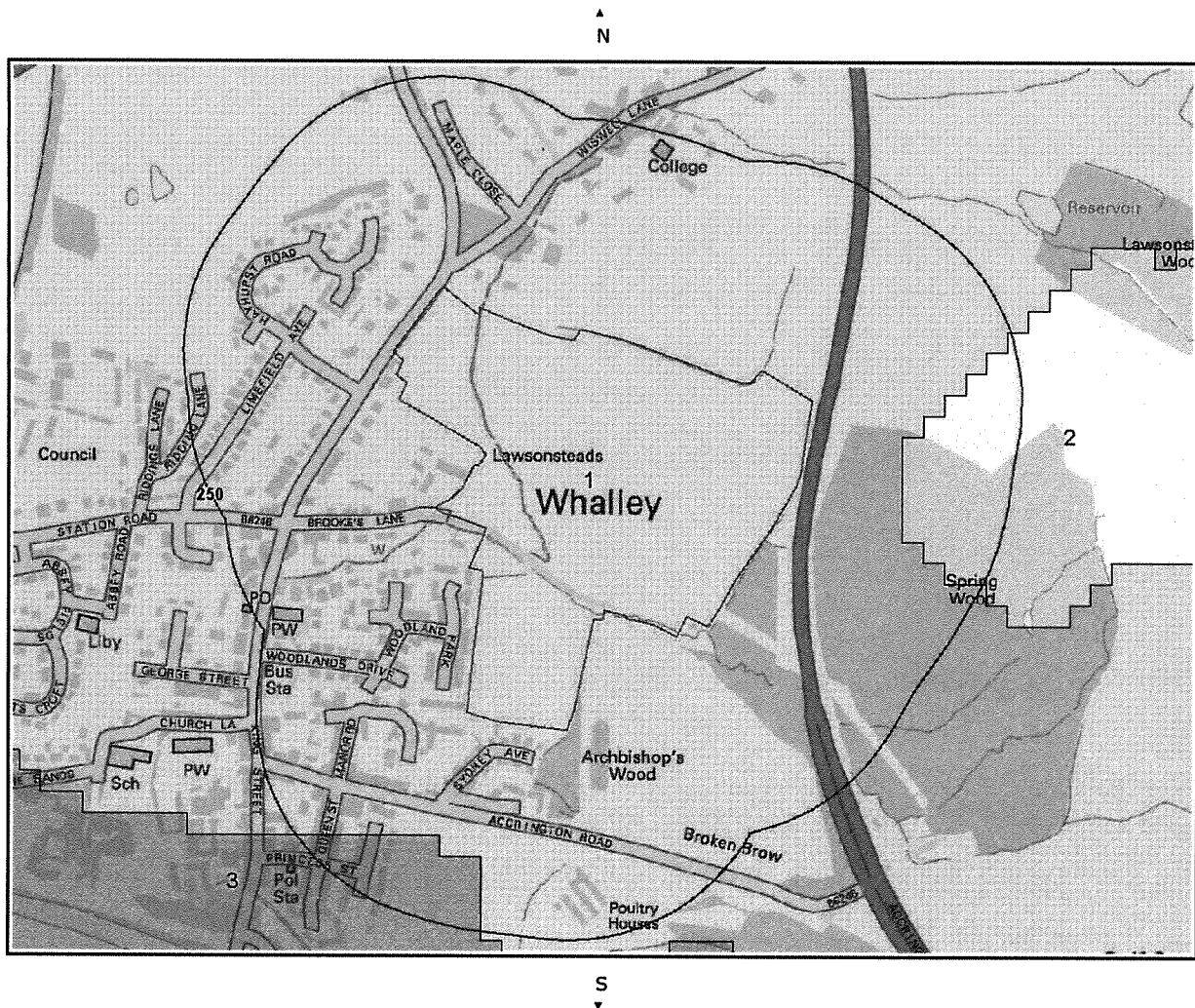
Very Low

Low

Moderate

High

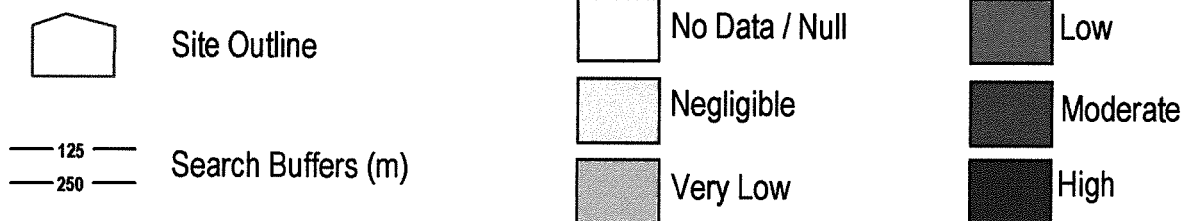
4.6 Running Sand Map



Running Sand Legend

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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-283-982989

4.5 Collapsible Deposits

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

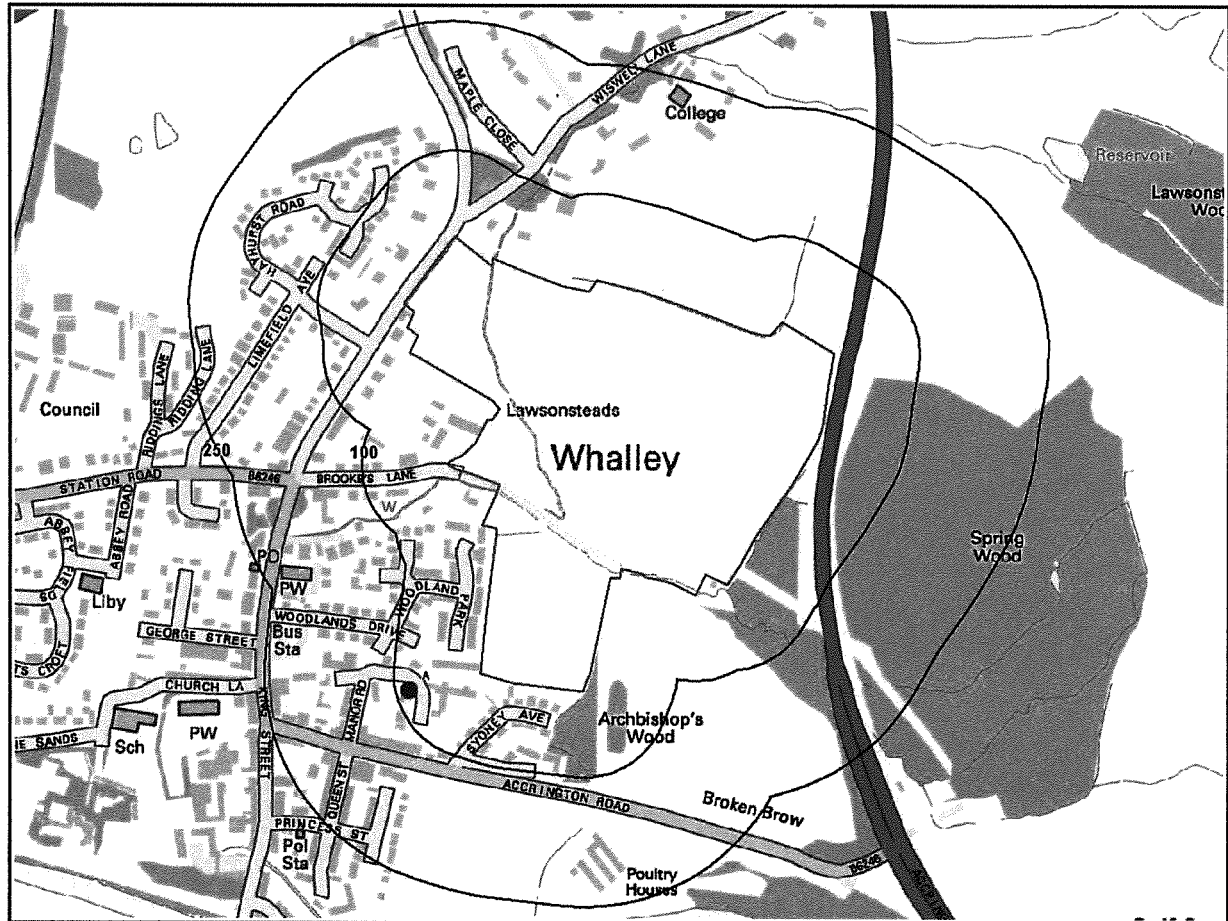
Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	No Indicators for collapsible deposits identified. No Special actions required to avoid problems due to collapsible deposit.

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.

5. Borehole Records Map



Borehole Records Legend

Enabled by Ordnance Survey

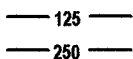
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Site Outline



Borehole Locations



Search Buffers (m)

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:

6

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length (m)	Borehole Name
1A	86.0	W	373500,0436200	SD73NW101	10.0	SOUTHVIEW WHALLEY BH1
2A	86.0	W	373500,0436200	SD73NW102	12.0	SOUTHVIEW WHALLEY BH2
3A	86.0	W	373500,0436200	SD73NW105	13.5	SOUTHVIEW WHALLEY BH4
4A	86.0	W	373500,0436200	SD73NW106	12.0	SOUTHVIEW WHALLEY BH6
5A	86.0	W	373500,0436200	SD73NW103	11.0	SOUTHVIEW WHALLEY BH3
6A	86.0	W	373500,0436200	SD73NW104	15.0	SOUTHVIEW WHALLEY BH4

6. Estimated Background Soil Chemistry

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

3

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	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
7.0	E	Sediment	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
35.0	SE	Sediment	15 - 25 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



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 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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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 condition 11.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

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

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

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

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

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

(iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service; and

(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this condition 6.7(iv) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7. Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. GroundSure right to suspend or terminate

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

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

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

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

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

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

9. Client's Right to Terminate and Suspend

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

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

10. Consequences of Withdrawal, Termination or Suspension

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

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

11. General

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

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

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

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

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

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

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

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

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

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

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

(viii) changes in law.

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

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

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

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

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

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

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