



The Coal  
Authority

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

Groundsure Reference: XXXXXXXXXX  
Our Reference: XXXXXXXXXX  
Your Reference: XXXXXXXX  
RRUID: XXXXXXXXXXXXXXXX  
Report Date: XXXXXXXX

## Commercial Enviro All-in-One

**Address:** XX  
XXXXXXXXXXXXXXXXXX

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

Please find enclosed the Groundsure Screening and Coal Authority CON29M Coal Mining and Brine Subsidence Claim report.

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

Coal Mining	yes
Brine Compensation Area	no

If you need any further assistance, please do not hesitate to contact our helpline on 0345 7626 848 quoting the above report reference number.

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

SAMPLE

# Groundsure Screening

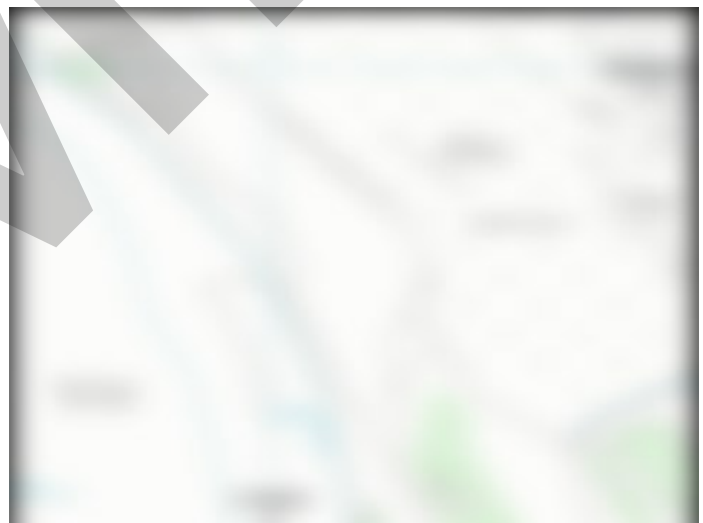
Address: XXX

Date: XXXXXXXX

Groundsure Reference: XXXXXXXXXXXX

Your Reference: XXXXXXXXXX

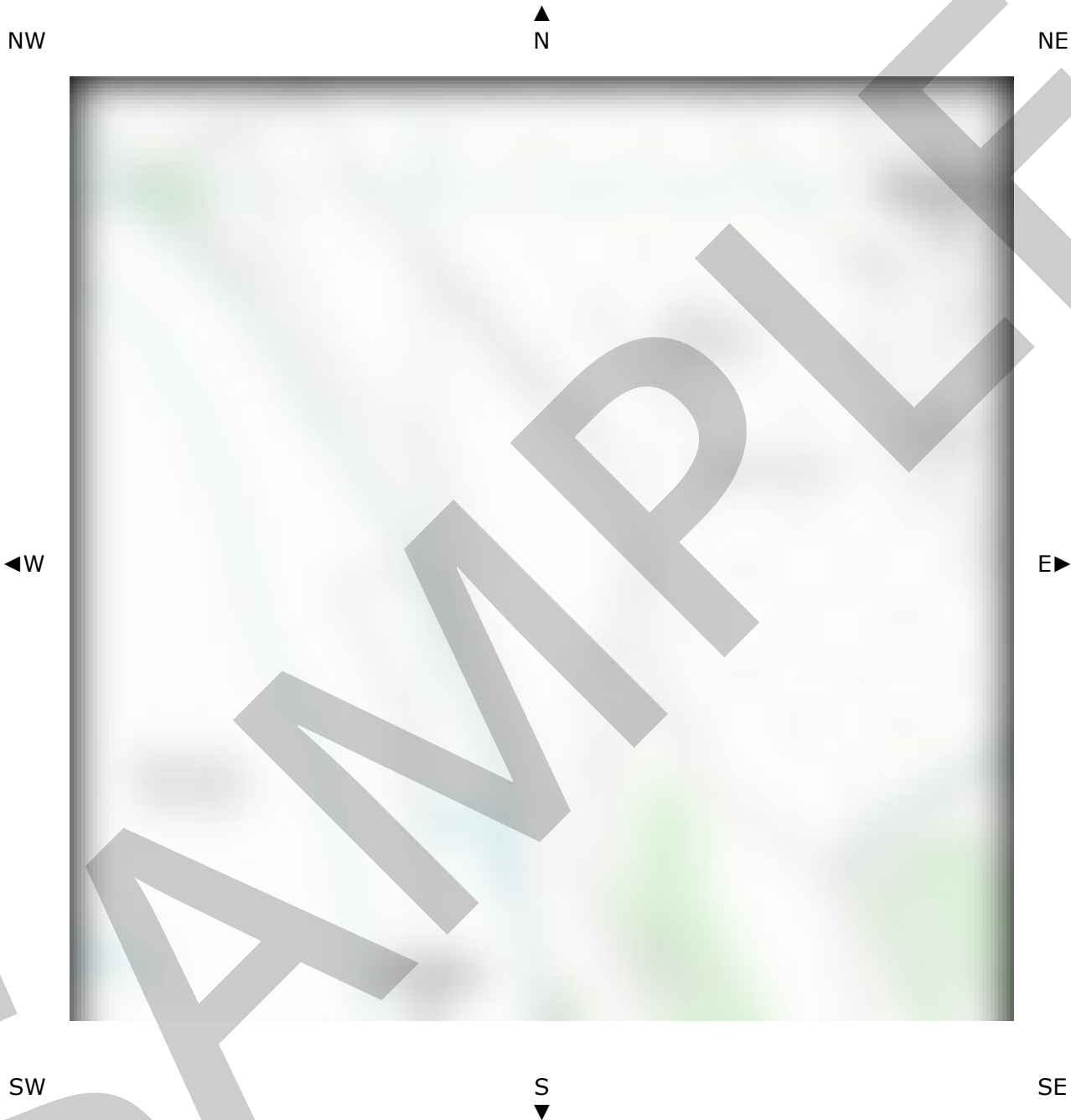
Client: XXXXXXXXXXXX



Brought to you by the Coal Authority Property Search Services



## Aerial Photograph of Study Site



Site Name: XX  
XXXXXXXXXXXXXX

Grid Reference: XXXXXXXXX

Size of Site: XXXX

Aerial photography supplied by Getmapping PLC.  
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Report Reference: XXXXXXXXXX

## Executive Summary

The following opinion is provided by Groundsure on the basis of the information available at the time of writing and contained within this report.

### Acceptable Environmental Risk

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?	Unlikely
Does the property represent Acceptable Banking Security from an environmental risk perspective?	Yes
Is there a risk that the property value may be impacted due to environmental liability issues?	Unlikely
What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?	Low

## The Coal Authority Assessment

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

Coal Mining	yes
Brine Compensation Area	no

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

## Recommendations

None required.

SAMPLE

## Further Information

**Environmental Consultancy:** If you would like any further assistance regarding this report, please consult our FAQs located at <http://www.groundsure.com/help-documents/faqs>. If anything further is required contact the Groundsure Helpline to discuss the findings free of charge.

**Phase 1 Environmental Risk Assessment:** If you would like to undertake a Phase 1 Environmental Risk Assessment, Groundsure would be pleased to provide you with a quotation for this more detailed assessment of the property. The cost of the Phase 1 would include a discount to reflect the entire cost of the report already undertaken. Whilst quotes are provided on a site-specific basis, these reports generally start from approximately £1,200+VAT. Please note that a Phase 1 report will often be required to support planning applications.

**Environmental Insurance:** Environmental insurance may be available for the subject property. Please contact Groundsure for further details.

## Consultant's Opinion

Issue	Guidance
Current land use	Groundsure has not been advised by the client (or their advisers) of the current use of the property. Groundsure has therefore made a best judgement based on the available information that the property is likely to be a plot of land undergoing redevelopment.
Proposed land use	Groundsure has not been advised by the client (or their advisers) of the proposed use of the property. Groundsure has therefore made a best judgement based on the available information that the property is likely to be redeveloped for unspecified purposes.
On site potentially contaminative issues	No potentially contaminative land uses have been identified at the study site.
Off site potentially contaminative issues	No potentially contaminative land uses have been identified in proximity to the study site.
Potentially vulnerable receptors	<p>Potentially vulnerable receptors have been identified including:</p> <p>Human health: Site users, ground workers during redevelopment, residents of the adjacent dwellings and users of the nearby play grounds.</p> <p>Aquifer - Superficial:   None</p> <p>Aquifer - Bedrock:   Secondary A On Site</p> <p>Source Protection Zones (SPZ) within 100m:   None</p> <p>Confined Aquifer SPZ within 50m:   None</p> <p>Abstractions – Potable (within 2000m):   None</p> <p>Abstractions – Groundwater (within 200m):   None</p> <p>Abstractions – Surface Water (within 200m):   None</p> <p>Surface Water Features (within 50m):   None</p> <p>Designated sites:   None</p> <p>Notes: None</p>
Conclusion	Groundsure has not identified a potential contaminant-pathway-receptor relationship that may give rise to significant environmental liability. Please refer to the Groundsure Risk Assessment Methodology contained within this report.

## Additional Matters

The following additional risk issues are outside the scope of the opinion provided by this report. However, further consideration of these may be appropriate for the subject property.

Issue	Guidance
Site specific features	This report has considered additional site specific information, where provided, however it has not included a site inspection. Additional issues may be present at the property that cannot be reasonably identified by a report of this nature. Such issues may include but not be limited to: ozone depleting substances, oil storage, waste management, materials handling, site drainage, etc. Should these issues be considered to be of concern further specific assessments may be required via additional surveys, inspections, etc.
Asbestos	The Control of Asbestos Regulations 2012 require an Asbestos Management Plan to be maintained for all commercial property constructed prior to 2000 i.e. where asbestos may be contained within the building fabric. Refurbishment or demolition of site structures may require further Refurbishment and Demolition Asbestos Surveys.
Infilled Land	No issues identified.
Flooding	The property does not lie within 25m of an Environment Agency floodplain.
Natural Ground Subsidence	No issues identified.
BGS non Coal Mining	The BGS have identified that past underground mining is not known to be present in the near vicinity of the property. Further details can be found in Section 11 of this report.
Radon	5-10% of properties in the area have the potential to be radon affected. A prudent purchaser may wish to contact Public Health England for further advice. Contact details are given in Section 12 of this report.

## Report Reference: XXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)



Issue	Guidance
Radon Protection	Basic radon protective measures are likely to be required at the property. A prudent purchaser may wish to contact the Building Control department at the Local Authority or Public Health England for further guidance. Contact details are given in Section 12 of this report.
Unexploded Ordnance (UXO)	The UK has a history of military activity, including extensive military training sites, bombing during the First World War and sustained strategic bombing during the Second World War. A legacy of this military activity is the incidence of UXO encountered throughout Britain to this day, particularly during construction and redevelopment works. If intrusive works are planned on site, an assessment of the likelihood of UXO risk should be carried out in compliance with the Construction (Design and Management) Regulations 2007.

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

# 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. Historical Industrial Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Potentially Contaminative Past Land Use						
Records of potentially contaminative past land use ( 1:10,000 scale mapping )	X	X	XX	X	X	X
1.2 Additional Information – Historical Tanks ( 1:2,500,1:1,250 scale mapping )	X	X	XX	X	X	X
1.3 Additional Information – Historical Energy Features ( 1:2,500,1:1,250 scale mapping )	X	X	XX	X	X	X
1.4 Additional Information – Historical Petrol and Fuel Site Database ( 1:2,500,1:1,250 scale mapping )	X	X	XX	X	X	X
1.5 Additional Information – Historical Vehicle Repair and Garages ( 1:2,500,1:1,250 scale mapping )	X	X	XX	X	X	X
1.6 Potentially Infilled Land						
Records of potentially infilled land (1:10,000)	X	X	XX	X	X	X
*51-100m						
2. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of Historic IPC Authorisations	X	X	X	X	X	X
Records of Part A(1) and IPPC Authorised Activities	X	X	X	X	X	X
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	X	X	X	X	X	X
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	X	X	X	X	X	X
Records of List 1 Dangerous Substances Inventory sites	X	X	X	X	X	X
Records of List 2 Dangerous Substances Inventory sites	X	X	X	X	X	X
Records of Part A(2) and Part B Activities and Enforcements	X	X	X	X	X	X
Records of Category 3 or 4 Radioactive Substances Authorisations	X	X	X	X	X	X
Records of Licensed Discharge Consents	X	X	X	X	X	X
Records of Planning Hazardous Substance Consents and Enforcements	X	X	X	X	X	X
2.2 Records of COMAH and NIHS sites	X	X	X	X	X	X
2.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	X	X	X	X	X	X
National Incidents Recording System, List 1	X	X	X	X	X	X
2.4 Sites Determined as Contaminated Land under Part 2A EPA 1990	X	X	X	X	X	X

Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@groundsure.com

3. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
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#### 3.1 Landfill Sites

Environment Agency Registered landfill Sites	X	X	X	X	X	X
Environment Agency Historic Landfill Sites	X	X	X	X	X	X
BGS/DoE Landfill Site Survey	X	X	X	X	X	X
Landfills in Local Authority and Historical Mapping records	X	X	X	X	X	X

#### 3.2 Landfill and Other Waste Sites Findings

Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	X	X	X	X	X	X
Environment Agency licensed Waste Sites	X	X	X	X	X	X

4. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
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4.1 Current Industrial Sites Data	X	X	X	X	X	X
4.2 Records of Petrol and Fuel Sites	X	X	X	X	X	X
4.3 National Grid High Voltage Underground Electricity Transmission Cables	X	X	X	X	X	X
4.4 National Grid High Pressure Gas Transmission Pipelines	X	X	X	X		

5. Geology	Description
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5.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No
5.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	No
5.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section. Source: Scale: 1:50,000 BGS Sheet 078	

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

6. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
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6.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site?				XXX		
6.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site?				XXX		
6.3 Groundwater Abstraction Licences (within 1000m of the study site).	X	X	X	X	X	X
6.4 Surface Water Abstraction Licences (within 1000m of the study site).	X	X	X	X	X	X
6.5 Potable Water Abstraction Licences (within 2000m of the study site).	X	X	X	X	X	X
6.6 Are there any Source Protection Zones within 500m of the study site?				XX		
6.7 Are there any Source Protection Zones within the Confined Aquifer within 500m of the study site?				XX		

6.8 River Quality	on-site	0-50	51-250	251-500	501-1000	1001-1500
Is there any Environment Agency information on river quality within 1500m of the study site?	XX	XX	XX	XX	XX	XXX
6.9 Detailed River Network entries within 500m of the site	X	X	X	XX	X	X
6.10 Surface water features within 250m of the study site	XX	XX	XXX	X	X	X

7. Flooding
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Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@groundsure.com

- 7.1 What is the risk of flooding at the centre of the study site? Very Low
- 7.2 Are there any Flood Defences within 250m of the study site? No
- 7.3 Are there any areas benefiting from Flood Defences within 250m of the study site? No
- 7.4 Are there any areas used for Flood Storage within 250m of the study site? No
- 7.5 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site? Limited potential
- 7.6 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas? Low

8. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251-500	501-1000	1001-2000
8.1 Records of Sites of Special Scientific Interest (SSSI)	X	X	X	X	X	X
8.2 Records of National Nature Reserves (NNR)	X	X	X	X	X	X
8.3 Records of Local Nature Reserves (LNR)	X	X	X	X	X	X
8.4 Records of Special Areas of Conservation (SAC)	X	X	X	X	X	X
8.5 Records of Special Protection Areas (SPA)	X	X	X	X	X	X
8.6 Records of Ramsar sites	X	X	X	X	X	X
8.7 Records of World Heritage Sites	X	X	X	X	X	X
8.8 Records of Environmentally Sensitive Areas	X	X	X	X	X	X
8.9 Records of Areas of Outstanding Natural Beauty (AONB)	X	X	X	X	X	X
8.10 Records of National Parks	X	X	X	X	X	X
8.11 Records of Nitrate Sensitive Areas	X	X	X	X	X	X
8.12 Records of Green Belt land	X	X	X	X	X	X

9. Additional Information	on-site	0-50	51-250	250-500
9.1 Ofcom Sitefinder Mobile Phone Mast Records	X	X	X	X
9.2 Mobile Phone Mast Planning Records	X	X	X	X
9.3 Records of overhead transmission lines in proximity to the study site	X	X	X	X

## 10. Natural Hazards

- 10.1 What is the maximum risk of natural ground subsidence? Very Low
- 10.2 Is the property in a Radon Affected Area as defined by Public Health England (PHE) and if so what percentage of homes are above the Action Level?
- The property is in a Radon Affected Area, as between 5 and 10% of properties are above the Action Level
- 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

## 11. Non CON29M Coal Mining Information

- 11.1 Are there any coal mining areas within 75m of the study site? Yes
- 11.2 Are there any Non-Coal Mining areas within 50m of the study site boundary? No
- 11.3 Are there any brine affected areas within 75m of the study site? No
- The Coal Authority CON29M Coal and Brine report** **Appendix 1**

Report Reference: XXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: info@groundsure.com

## 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. Historical Industrial Sites

Provides information on past land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. Potentially Infilled Land features are also included. This search is conducted using radii of up to 250m.

### 2. 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.

### 3. 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.

### 4. 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 gas pipelines and underground electricity transmission lines.

### 5. Geology

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

### 6. 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.

### 7. Flooding

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

### 8. 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 and World Heritage Sites. These searches are conducted using radii of up to 2000m.

### 9. Additional Information

Provides information on records of mobile phone transmitters, potential sites of OfCom telecommunication masts and overhead transmission lines up to 500m.

**Report Reference:** XXXXXXXXXX

## 10. 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 and radon.

## 11. Non Coal Mining Information

Provides information on areas of coal and BGS non-coal mining hazard.

## 12. 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.

**Report Reference: XXXXXXXXXX**

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

# Groundsure Risk Assessment Methodology

## Framework

This report is designed to provide a basic environmental liability risk assessment for the purposes of transaction due diligence, financing arrangements and similar circumstances. The report comprises a basic risk assessment within the general principles of the contaminant-pathway-receptor pollutant linkage model and with due regard for relevant publications issued by the Department of Environment, Food and Rural Affairs (and predecessor government departments) the British Standards Institute and the European Union.

Explicit opinion is provided with regard to potential liability for the property to be identified as "Contaminated Land" in accordance with the meaning set out in Part 2A of the Environmental Protection Act 1990. Consideration and due regard is also made of associated legislation that may lead to related statutory or third party environmental liability, including but not limited to the Water Resources Act 1991, the Water Act 2014, the Contaminated Land Regulations 2006, Environmental Permitting Regulations 2010, the Environmental Damage (Prevention and Remediation) (England) (Amendment) Regulations 2015 in England and the Environmental Damage (Prevention and Remediation) (Amendment) (Wales) Regulations 2015 in Wales.

This report does not contain a detailed Conceptual Site Model as required in National Planning Policy Framework (NPPF), however, it may prove highly effective in determining whether such further assessment is appropriate.

The report is based upon the information contained in subsequent dataset sections. Some datasets have been generated by and are unique to Groundsure, whilst others are provided by recognised bodies including the Environment Agency, British Geological Survey, Public Health England, Local Authorities, etc. Groundsure may also have been provided with further details regarding the site by the client and / or his advisers. In the absence of such, Groundsure has made a best estimation regarding current and proposed land use. This report and the risk assessment presented is based purely upon this information.

In undertaking this report Groundsure has not, unless explicitly stated to the contrary, undertaken a site inspection, site investigation, consulted directly with the local authority with specific regard to the subject property or reviewed existing environmental reports. Whilst every effort is made to consider likely environmental liabilities on the basis of the information assessed, certain issues may only be readily discernible from physical site inspection and / or investigation.

## Contaminant - Pathway - Receptor Definitions

Sources of contamination include:

- Historic on-site and historic off-site sources
- Current on-site and current off-site sources

Pathways comprise:

- Mechanisms facilitating "receptor" exposure to contaminative "sources"

Receptors include:

- Human health i.e. site users, adjacent site users
- Controlled Waters i.e. groundwater, surface water
- Habitats and biodiversity
- Property, buildings and infrastructure

Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## Risk Assessment Definitions

**Acceptable Environmental Risk:** Significant potential environmental liabilities have not been identified

**In Need of Further Assessment:** Significant potential environmental liabilities have been identified

**Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?**

This response considers the risk of legal liability arising through ownership or occupation and use of the property through statutory or other third party claims.

**Does the property represent Acceptable Banking Security from an environmental risk perspective?**

Consideration is given to the suitability of the property as robust financial security for the purposes of secured lending facilities. An assumption is made here that the subject property is being considered in isolation and that normal commercial lending loan to value ratios are being considered.

Groundsure may in certain circumstances be able to make a specific lender liability assessment based on a full view of financial arrangements and hence the commercial context of the environmental risks.

**Is there a risk that the property value may be impacted due to environmental liability issues?**

This response sets out to advise whether environmental liabilities are likely to materially impact upon a standard Royal Institution of Chartered Surveyors valuation of the property necessitating further assessment.

**What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?**

**Low:** There are unlikely to be significant environmental liabilities associated with the property

**Low-Moderate:** There are unlikely to be significant environmental liabilities associated with the property with regard to the proposed use. However, minor issues may require further consideration and further assessment may be appropriate under certain circumstances e.g. redevelopment

**Moderate:** Some potential environmental liabilities are likely to reside with the property as a result of historical and / or current use. Whilst unlikely to represent an immediate significant issue, if left unchecked this position may change with time. A prudent purchaser may wish to make further enquiries of the vendor / undertake limited further due diligence / seek environmental improvements. Redevelopment of the site will likely require further, more detailed assessment.

**Moderate-High:** Some potential significant environmental liability issues have been identified at the property requiring further assessment. Should further information be available it may be possible to re-assess the risk. In the absence of sufficient further information, further assessment might comprise consultation with the environmental regulators / review of existing environmental reports / commissioning new environmental reports / consideration of environmental insurance.

**High:** Significant potential environmental liabilities have been identified at the property. Further detailed environmental due diligence will likely be required and may include review of existing environmental reports / commissioning new environmental reports including site investigations / consideration of environmental insurance / transaction restructuring.

**Report Reference:** XXXXXXXXXX





### 1.3 Additional Information – Historical Energy Features Database

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

**Records of historical energy features within 100m of the search centre:**

**6**

The following records are not represented on Mapping:

Distance (m)	Direction	Use	Date
XX	X	XXXXXXXXXXXXX	XXXX
XX	X	XXXXXXXXXXXXX	XXXX
XX	XX	XXXXXXXXXXXXXXXXXXXXX	XXXX
XX	XX	XXXXXXXXXXXXXXXXXXXXX	XXXX
XX	XX	XXXXXXXXXXXXXXXXXXXXX	XXXX
XX	XX	XXXXXXXXXXXXXXXXXXXXX	XXXX

### 1.4 Additional Information – Historical Petrol and Fuel Site Database

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

**Records of historical petrol stations and fuel sites within 100m of the search centre:**

**0**

Database searched and no data found.

### 1.5 Additional Information – Historical Garage and Motor Vehicle Repair Database

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

**Records of historical garage and motor vehicle repair sites within 100m of the search centre:**

**0**

Database searched and no data found.

### 1.6 Potentially Infilled Land

**Records of Potentially Infilled Features from 1:10,000 scale mapping within 100m of the study site:**

**0**

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 2. Environmental Permits, Incidents and Registers Map



Environmental Permits, Incidents and Registers Legend

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- |                                 |  |
|---------------------------------|--|
| ★ Recorded Pollution Incident   | ▼ Radioactive Consents (Lower Risk)                            |
| ◆ Dangerous Substances (List 1) | ▲ Part A(1) Authorised Processes & Historic IPC Authorisations |
| ◇ Dangerous Substances (List 2) | ▲ Part A(2) and Part B Authorisations                          |
| ▣ Water Industry Referrals      | ◆ Sites Determined as Contaminated Land                        |
| ■ Licensed Discharge Consents   | ⬢ COMAH / NIHHS Sites  |
| ■ Red List Discharge Consents   | ⚠ Hazardous Substance Consents & Enforcements                  |

Report Reference: XXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 2. Environmental Permits, Incidents and Registers

### 2.1 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:** 0

Database searched and no data found.

**Report Reference:** XXXXXXXXXX

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

Database searched and no data found.

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## 2.2 Dangerous or Hazardous Sites

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

Database searched and no data found.

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## 2.3 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.

---

## 2.4 Sites Determined as Contaminated Land under Part 2A EPA 1990<sup>1</sup>

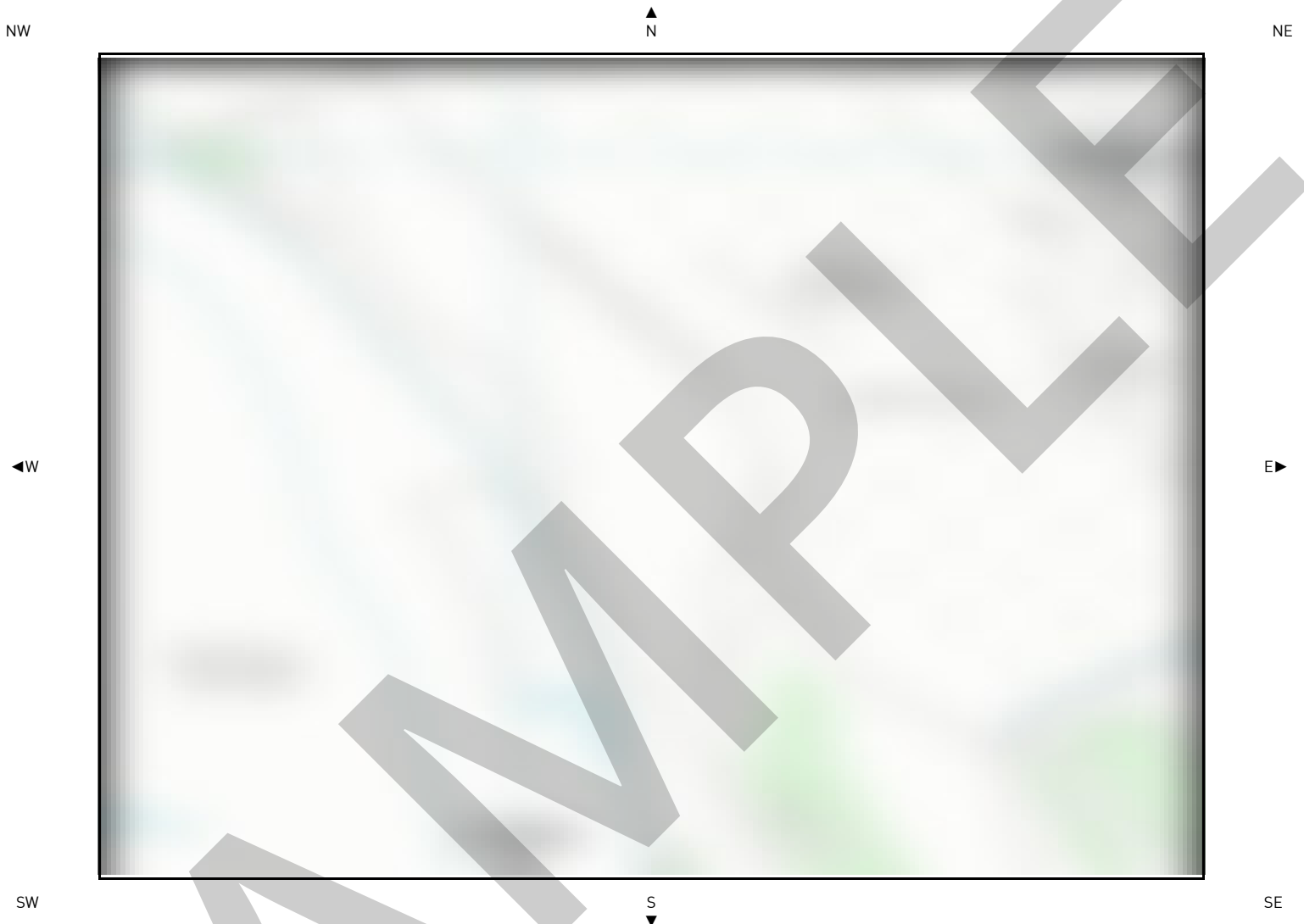
**How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?** 0

Database searched and no data found.

**Report Reference:** XXXXXXXXXXXX

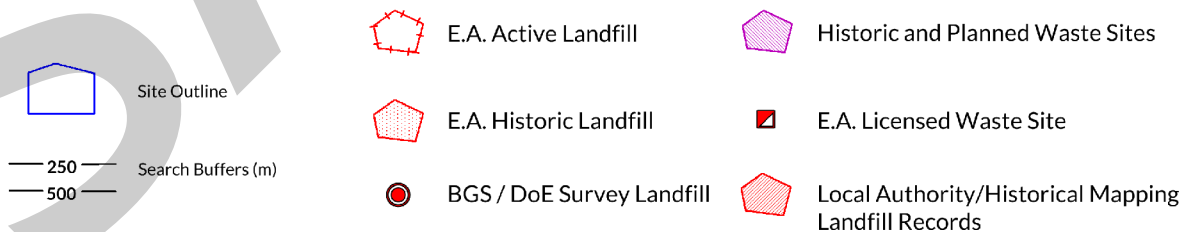
If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

### 3. Landfill and Other Waste Sites Map



Landfill & Other Waste Sites Legend

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Report Reference: XXXXXXXXXXXX

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Database searched and no data found.

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

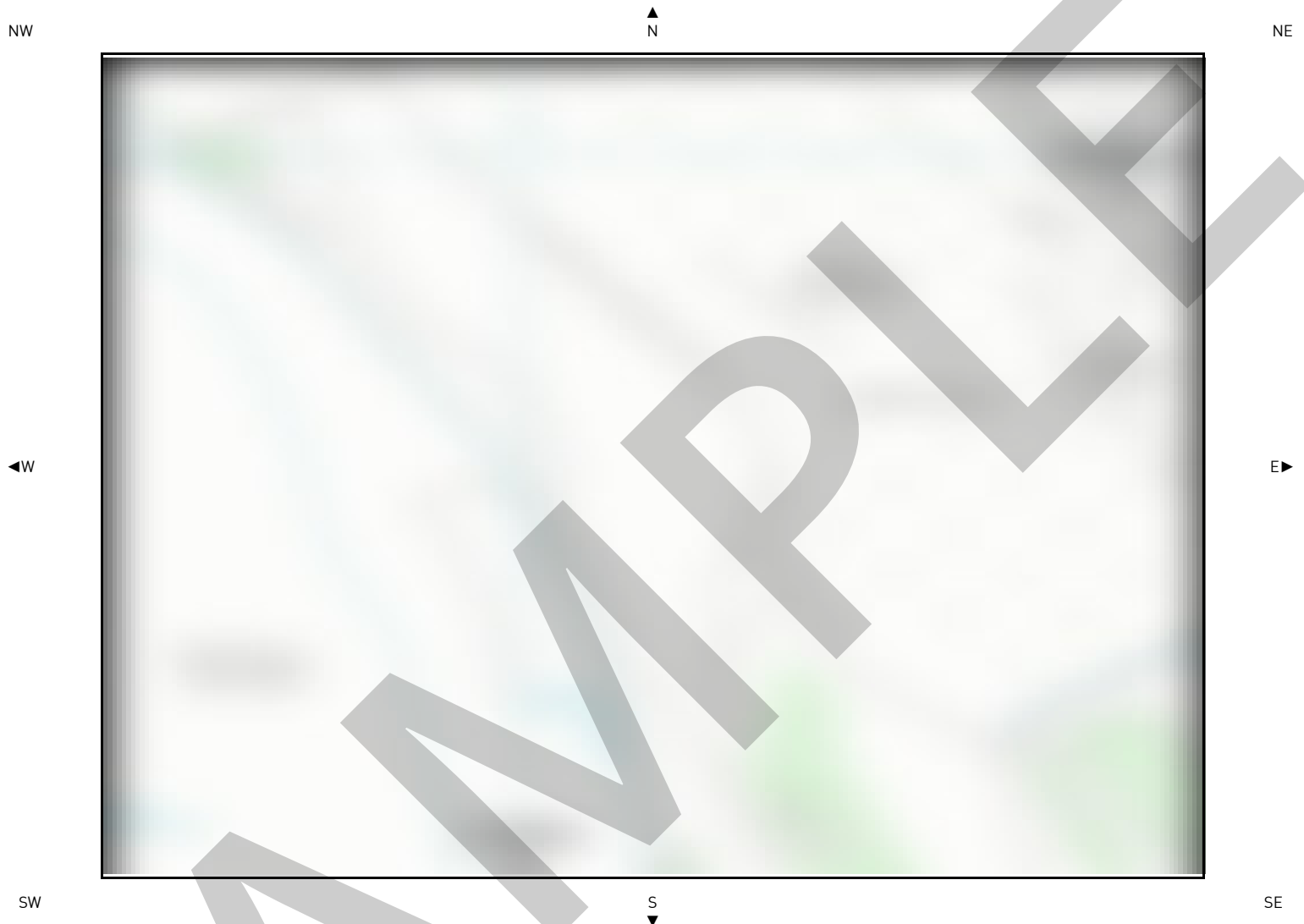
1

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

ID	Distance (m)	Direction	NGR	Details
XXX XXXXX	XXXX	XXX	XXXXXX XXXXXX	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXX XXXXXXXXXXXXXXXXXXXXX
				XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX

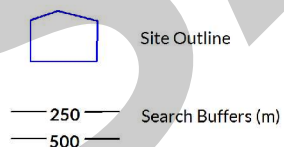


## 4. Current Land Use Map



Current Land Use Legend

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★ Current Industrial Sites

● Petrol & Fuel Sites

— Gas Transmission Pipeline

— Electricity Transmission Cable

Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 4. Current Land Uses

### 4.1 Current Industrial Data

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

5

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

ID	Distance (m)	Direction	Company	Address	Activity	Category
X	XX	X	XXXXXXXXXXXXX XXXXXX	XXX	XXXXXXXXXX	XXXXXXXXXXXXX XXXXXXXXXXXXX
X	XX	XX	XXXXXXXXXXXXX XXXXXX	XXX	XXXXXXX XXXXXXX	XXXXXXXXXXXXX XXXXXXXXXXXXX
X	XXX	X	XXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXX	XXXXXXXXXXXXX XXXXXXX
X	XXX	X	XXXXXXXXXXXXX XXXXXX	XXX	XXXXXXX XXXXXXX	XXXXXXXXXXXXX XXXXXXXXXXXXX
X	XXX	XXX	XXXX	XXX	XXXXXXX XXXXXXX	XXXXXXXXXXXXX XXXXXXXXXXXXX

### 4.2 Petrol and Fuel Sites

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

0

Database searched and no data found.

### 4.3 National Grid High Voltage Underground Electricity Transmission Cables

This dataset identifies the high voltage electricity transmission lines running between generating power plants and electricity substations. The dataset does not include the electricity distribution network (smaller, lower voltage cables distributing power from substations to the local user network). This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

**Records of National Grid high voltage underground electricity transmission cables within 500m of the study site:**

0

Database searched and no data found.

### 4.4 National Grid High Pressure Gas Transmission Pipelines

This dataset identifies high-pressure, large diameter pipelines which carry gas between gas terminals, power stations, compressors and storage facilities. The dataset does not include the Local Transmission System (LTS) which supplies gas directly into homes and businesses. This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

**Records of National Grid high pressure gas transmission pipelines within 500m of the study site:**

0

Database searched and no data found.

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 5. Geology

### 5.1 Artificial Ground and Made Ground

Database searched and no data found.  
The database has been searched on site, including a 50m buffer.

### 5.2 Superficial Ground and Drift Geology

Database searched and no data found.  
The database has been searched on site, including a 50m buffer.

### 5.3 Bedrock and Solid Geology

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

LEX Code	Description	Rock Type
xxxxxxx	xxxxxxxxx	xxxxxxxxx
(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 Geology and Ground Stability Report". Available from our website.

**Report Reference:** XXXXXXXXXXX

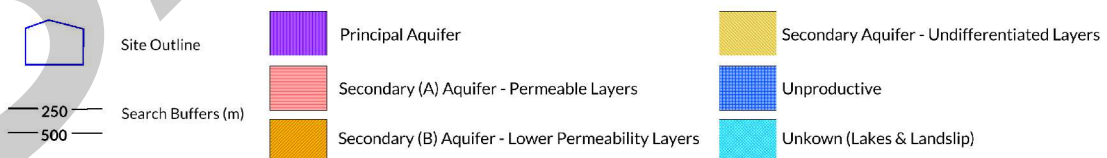
If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 6a. Hydrogeology - Aquifer Within Superficial Geology



Aquifer Within Superficial Geology Legend

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Report Reference: XXXXXXXXXXXX

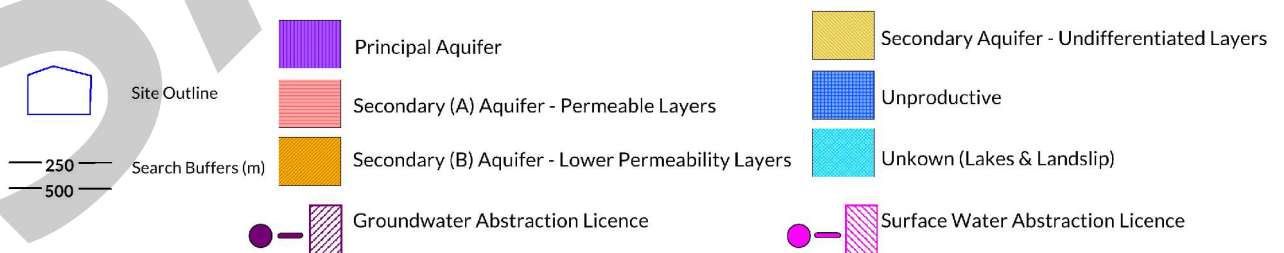
If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 6b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses



Aquifer Within Bedrock Geology Legend

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Report Reference: XXXXXXXXXXXX

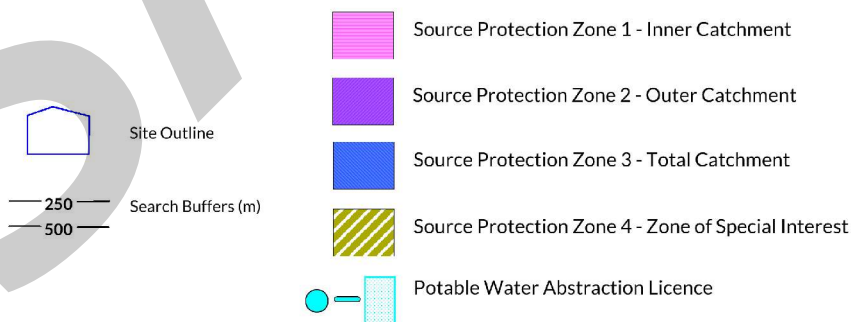
If you would like any further assistance regarding this report then please contact  
 Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 6c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses



SPZ and Potable Water Abstraction Licenses  
 Legend

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Report Reference: XXXXXXXXXXXX

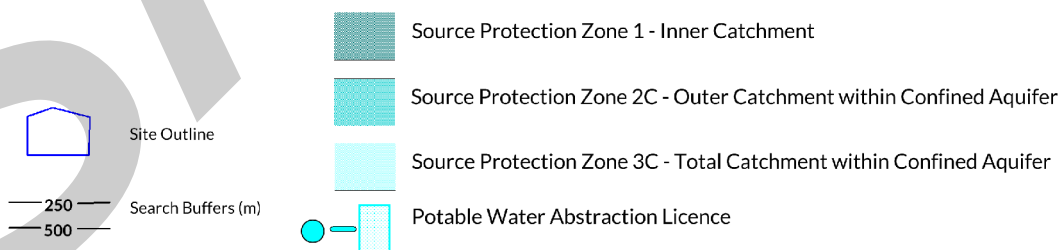
If you would like any further assistance regarding this report then please contact  
 Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 6d. Hydrogeology – Source Protection Zones within confined aquifer



SPZ within confined aquifer Legend

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Report Reference: XXXXXXXXXXXX

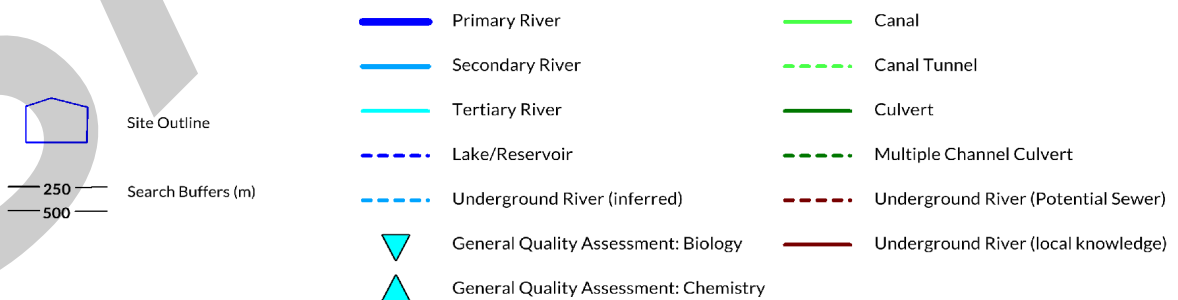
If you would like any further assistance regarding this report then please contact  
 Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 6e. Hydrology – Detailed River Network and River Quality



Hydrology Detailed River Network and River Quality Legend

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Report Reference: XXXXXXXXXXXX

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## 6.5 Potable Water Abstraction Licences

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

**No**

Database searched and no data found.

## 6.6 Source Protection Zones

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

**No**

Database searched and no data found.

## 6.7 Source Protection Zones within Confined Aquifer

**Are there any Source Protection Zones within the Confined Aquifer within 500m of the study site? No**

Historically, Source Protection Zone maps have been focused on regulation of activities which occur at or near the ground surface, such as prevention of point source pollution and bacterial contamination of water supplies. Sources in confined aquifers were often considered to be protected from these surface pressures due to the presence of a low permeability confining layer (e.g. glacial till, clay). The increased interest in subsurface activities such as onshore oil and gas exploration, ground source heating and cooling requires protection zones for confined sources to be marked on SPZ maps where this has not already been done.

Database searched and no data found.

## 6.8 River Quality

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

**Yes**

**Biological Quality:**

Database searched and no data found.

**Chemical Quality:**

Chemical quality data is based on the General Quality Assessment Headline Indicators scheme (GQAH). 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').

The following Chemical Quality records are shown on the Hydrology Map (6e):

ID	Distance (m)	Direction	NGR	River Details	Chemical Quality Grade (Headline Indicator)				
					2005	2006	2007	2008	2009

**Report Reference:** XXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

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

[illegible]

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

Distance to Surface Water (m)	on-site	0-50	51-250
XX	XX	XX	XXX

Page 33

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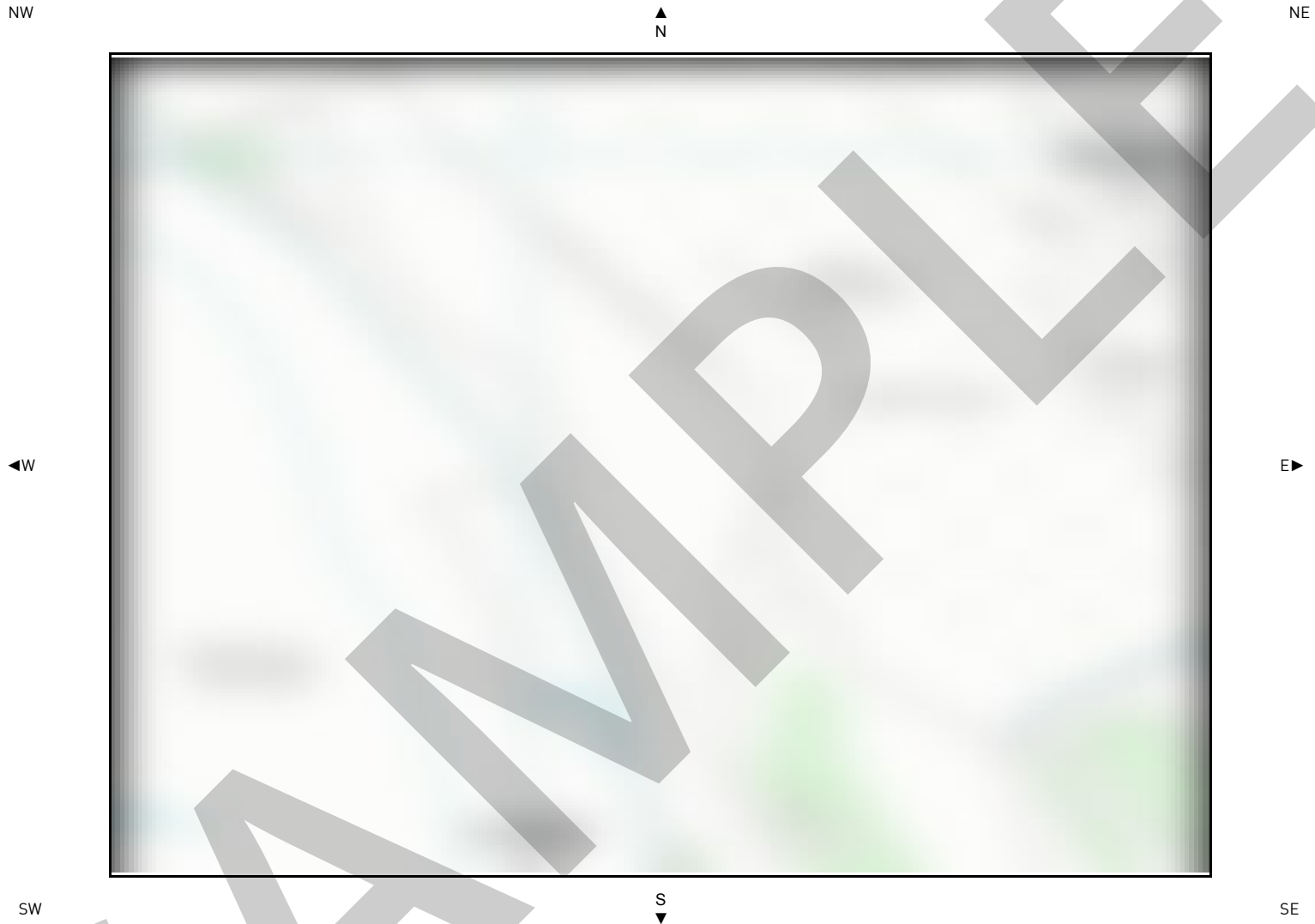
---

SAMPLE

**Report Reference:** XXXXXXXXXX

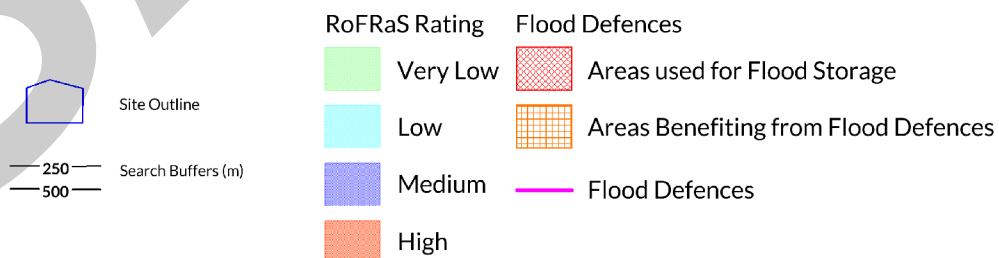
If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 7. Environment Agency Risk of Flooding from Rivers and the Sea (RoFRaS) Map



Environment Agency Risk of Flooding from Rivers and the Sea (RoFRaS) Map Legend

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Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 7. Flooding

### 7.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

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

**Very Low**

The Environment Agency RoFRaS database provides an indication of flood river and coastal risk at a national level on a 50m grid as used by many of the insurance companies.

Any relevant data within 250m is represented on Map 7- RoFRaS Flooding.

RoFRaS data is based on a 50m grid system, with the flood rating at the centre of the grid calculated and given below. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

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

### 7.2 Flood Defences

**Are there any Flood Defences within 250m of the study site ?**

**No**

### 7.3 Areas benefiting from Flood Defences

**Are there any areas benefiting from Flood Defences within 250m of the study site?**

**No**

Guidance: More detailed information on flooding may be available by ordering a Groundsure Floodview report. Please contact Groundsure for further details.

### 7.4 Areas used for Flood Storage

**Are there any areas used for Flood Storage within 250m of the study site?**

**No**

Guidance: More detailed information on flooding may be available by ordering a Groundsure Floodview report. Please contact Groundsure for further details.

**Report Reference:** XXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 7.5 Groundwater Flooding Susceptibility Areas

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

**Does this relate to Clearwater Flooding or Superficial Deposits Flooding?**

**Clearwater Flooding**

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

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

## 7.6 Groundwater Flooding Confidence Areas

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

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

**Report Reference:** XXXXXXXXXX

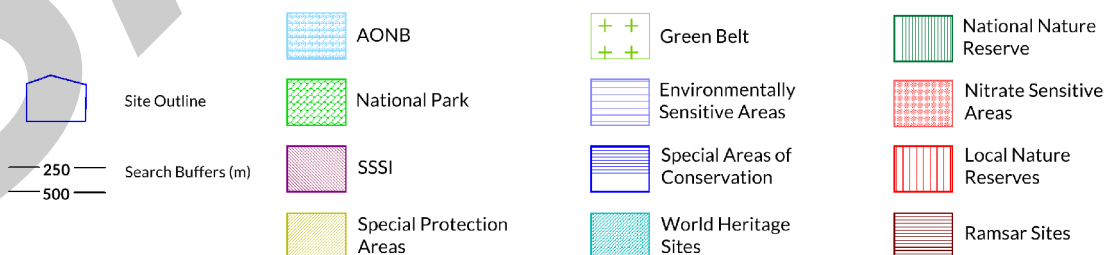
If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 8. Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

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Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)



## 8. Designated Environmentally Sensitive Sites

**Presence of Designated Environmentally Sensitive Sites within 2000m of the study site:** **Yes**

**Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:** **0**

Database searched and no data found.

**Records of National Nature Reserves (NNR) within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Special Areas of Conservation (SAC) within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Special Protection Areas (SPA) within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Ramsar sites within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Local Nature Reserves (LNR) within 2000m of the study site:** **4**

The following Local Nature Reserve (LNR) records provided by Natural England/Natural Resources Wales are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	LNR Name	Data Source
X	XXX	XX	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXX	XXXX	X	XXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXX	XXXX	XX	XXXXXXXXXXXXXX	XXXXXXXXXXXXXX
XXXXXXXXXX	XXXX	X	XXXXXXX	XXXXXXXXXXXXXX

**Records of World Heritage Sites within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Environmentally Sensitive Areas within 2000m of the study site:** **0**

Database searched and no data found.

**Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:** **0**

Database searched and no data found.

**Report Reference:** XXXXXXXXXXXX

---

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

**0**

Database searched and no data found.

---

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

**0**

Database searched and no data found.

---

**Records of Green Belt land within 2000m of the study site:**

**1**

Green Belt data contains Ordnance Survey data © Crown copyright and database right [2015].

ID	Distance	Direction	Green Belt Name	Local Authority Name
X	XXX	X	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX

---

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 9. Additional Information

### 9.1 Ofcom Sitefinder Mobile Phone Mast Records

**Have any mobile phone transmitters registered with Ofcom been identified within 500m of the study site?** **No**

Database searched and no data found.

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

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

### 9.2 Mobile Phone Mast Planning Records

**Have any planning records relating to telecommunication masts been identified within 500m of the study site?** **No**

Database searched and no data found.

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

### 9.3 Pylons and Electricity Transmission Lines

**Have any overhead transmission lines or pylons been identified in proximity to the study site?** **Yes**

The following records within 500m have been found within this search:

Distance (m)	Direction
XXX	X
XXX	X
XXX	XXX

Guidance: Overhead power transmission lines and/or pylons have been identified in proximity to the study site. Overhead power transmission lines are known to emit electromagnetic fields (EMF). For further information on issues associated with transmission lines you may wish to contact the EMF Unit Public Information Line on 0845 7023270 or visit [www.emfs.info](http://www.emfs.info). Guidance on electromagnetic fields resulting from transmission and distribution lines can also be found on the Public Health England (PHE) website. Groundsure provide the data for information only and do not make any judgment on the risks or otherwise of EMFs. The database is searched up to 500m.

**Report Reference:** XXXXXXXXXXXX

## 10. Natural Hazards Findings

### 10.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information, please obtain a Groundsure Geology and Ground Stability Report. Available from our website. The following information has been found:

#### 10.1.1 Shrink Swell

**What is the maximum Shrink-Swell\* 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
Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

#### 10.1.2 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.

#### 10.1.3 Soluble Rocks

**What is the maximum Soluble Rocks\* 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
Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. 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.

#### 10.1.4 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
--------

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

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.

### 10.1.5 Collapsible Rocks

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

**Very Low**

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

#### Hazard

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

### 10.1.6 Running Sand

**What is the maximum Running Sand\* 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 running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

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

## 10.2 Radon

**What is the maximum radon potential at the study site?**

**The property is in a Radon Affected Area, as between 5 and 10% of properties are above the Action Level**

**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**

Guidance: The responses given on the level of radon protective measures required are based on a joint radon potential dataset from Public Health England (PHE) and the British Geological Survey (BGS). Basic radon protective measures need to be installed for new dwellings or extensions to existing dwellings, where between 3% but less than 10% of homes are estimated to exceed the Action Level. The joint PHE-BGS radon potential data forms the basis for the Building Research Establishment guidance on radon protective measures for new dwellings (BR211 2007).

**Report Reference: XXXXXXXXXX**

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 11. Non CON29M Mining Information

### 11.1 Coal Mining

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

**Yes**

A Coal Authority CON29M Coal Mining and Brine Subsidence Claim Report is provided in Appendix 1 at the end of this report.

---

### 11.2 Non-Coal Mining

**Are there any Non-Coal Mining areas within 50m of the study site boundary?**

**No**

Database searched and no data found.

---

### 11.3 Brine Affected Areas

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

**No**

A Coal Authority CON29M Coal Mining and Brine Subsidence Claim Report is provided in Appendix 1 at the end of this report.

---

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## 12. Contacts

### The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill,  
Mansfield, Nottinghamshire, NG18 4RG  
Phone: 0345 7626 848  
Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)  
Web: [www.groundstability.com](http://www.groundstability.com)



The Coal  
Authority

### 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](mailto:enquiries@bgs.ac.uk)  
Web: [www.bgs.ac.uk](http://www.bgs.ac.uk)  
BGS Geological Hazards Reports and general geological enquiries



**British  
Geological Survey**  
NATURAL ENVIRONMENT RESEARCH COUNCIL

### Environment Agency

Tel: 08708 506 506  
Yorkshire  
Lateral - 8 City Walk, Leeds, LS11 9AT  
Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)  
Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



**Environment  
Agency**

### Public Health England

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



Public Health  
England

### Ordnance Survey

Adanac Drive, Southampton  
SO16 0AS  
Tel: 08456 050505



### Local Authority

Authority: Wakefield Metropolitan District Council  
Phone: 01924 306 090  
Web: <http://www.wakefield.gov.uk/>  
Address: Town Hall, Wood Street, Wakefield, WF1 2HQ

### Get Mapping PLC

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



#### Acknowledgements

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

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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: XXXXXXXXXX**

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)

## **Search Code**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

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

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

### **The Code's core principles**

Firms which subscribe to the Search Code will:

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

### **COMPLAINTS**

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

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

### **TPOs Contact Details:**

The Property Ombudsman scheme  
Milford House  
43-55 Milford Street  
Salisbury  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

**Report Reference:** XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)



## COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

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

Complaints should be sent to: Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.groundsure.com](mailto:info@4C.groundsure.com)

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Report Reference: XXXXXXXXXX

# Standard Terms and Conditions

## 1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

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

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

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

## 3 The Client's obligations

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

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

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

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

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

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

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

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

## 4 Reliance

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

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

- (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

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

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

## 5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

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

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

## 6 Intellectual Property and Confidentiality

6.1 Subject to

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

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

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

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

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that

those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

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

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

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

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

## 7 Liability: Particular Attention Should Be Paid To This Clause

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

- (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

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

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

7.4 Groundsure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.

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

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

## 8 Groundsure's right to suspend or terminate

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

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

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

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

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

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

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

### **9. Client's Right to Terminate and Suspend**

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

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

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

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

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

(b) by their nature cannot be returned.

### **10 Consequences of Withdrawal, Termination or Suspension**

10.1 Upon termination of the Contract:

(i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and

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

11.1 The Client warrants that it shall:

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

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

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

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

### **12 General**

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

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

12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be

valid unless signed by an authorised representative of Groundsure.

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

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

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

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

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

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

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

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

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

(viii) changes in law; or

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

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

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

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

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

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

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

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

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website [www.tpos.co.uk](http://www.tpos.co.uk) or email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

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

# Appendix 1

## **The Coal Authority CON29M Coal Mining and Brine Subsidence Claim report**

Report Reference: XXXXXXXXXXXX

If you would like any further assistance regarding this report then please contact  
Groundsure on (T) 08444 159 000, email: [info@groundsure.com](mailto:info@groundsure.com)



# The Coal Authority

Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG  
Website: [www.groundstability.com](http://www.groundstability.com) Phone: 0345 762 6848

XXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXX  
XXXX  
XXXXXXXXXXXXX  
XXXXX

Our reference: XXXXXXXXX  
Your reference: XXXXXXXX  
Date of your enquiry: XXXXXXXXXXXX  
Date we received your enquiry: XXXXXXXXXXXX  
Date of issue: XXXXXXXXXXXX

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

## Non-Residential Enviro All-in-One - On Coalfield

XXX

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

Coal mining	See comments below
Brine Compensation District	No

### Information from the Coal Authority Underground coal mining

#### Past

The property is in the likely zone of influence from workings in X seam of coal at XX m to XX m depth, and last worked in XXX

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

#### Present

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

#### Future

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

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

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

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

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

### **Mine entries**

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

### **Coal mining geology**

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

### **Opencast coal mining**

#### **Past**

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

#### **Present**

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

#### **Future**

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

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

### **Coal mining subsidence**

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

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

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

### **Mine gas**

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

### **Hazards related to coal mining**

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

### **Withdrawal of support**

The property is in an area for which a notice of entitlement to withdraw support was published in XXX

The property is not in an area for which a notice has been given under section 41 of the Coal Industry Act 1994, revoking the entitlement to withdraw support.

### **Working facilities orders**

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

### **Payments to owners of former copyhold land**

The property is not in an area for which a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

### **Information from the Cheshire Brine Subsidence Compensation Board**

The property lies outside the Cheshire Brine Compensation District.

### **Additional Remarks**

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

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



**Location map**



Approximate position  
of property



**Enquiry boundary**

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**Key**

Approximate position of enquiry  
boundary shown

