

The following Shallow Mining information provided by the British Geological Survey is not represented on Mapping:

| Distance (m) | Direction | Hazard Rating  | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------|-----------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0.0          | On Site   | Low - Moderate | Where low-moderate potential is indicated, this means that the rocks underlying the area are of a type known to have been mined at shallow depth in some parts of the UK, and that such working may be possible in your area. In these cases it is recommended that you seek further advice from a Royal Institute Chartered Surveyor (RICS), the local Building Control Officer, or by ordering a Geological Report from the BGS. It is also recommended that you obtain a Coal Authority mining search, which will provide a comprehensive search of former mining activity, including coal mining at deeper levels. |

### 3.4 Non – Coal Mining Cavities

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

**Are there any Non-Coal Mining cavities within 1000m of the study site boundary?** **No**  
Database searched and no data found.

### 3.5 Natural Cavities

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

**Are there any Natural Cavities within 1000m of the study site boundary?** **No**  
Database searched and no data found.

### 3.6 Brine Extraction

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

**Are there any Brine Extraction areas within 1000m of the study site boundary?** **No**  
Database searched and no data found.

### 3.7 Gypsum Extraction

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

**Are there any Gypsum Extraction areas within 1000m of the study site boundary?** **No**  
Database searched and no data found.

### 3.8 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records.

**Are there any Tin Mining areas within 1000m of the study site boundary?** **No**  
Database searched and no data found.

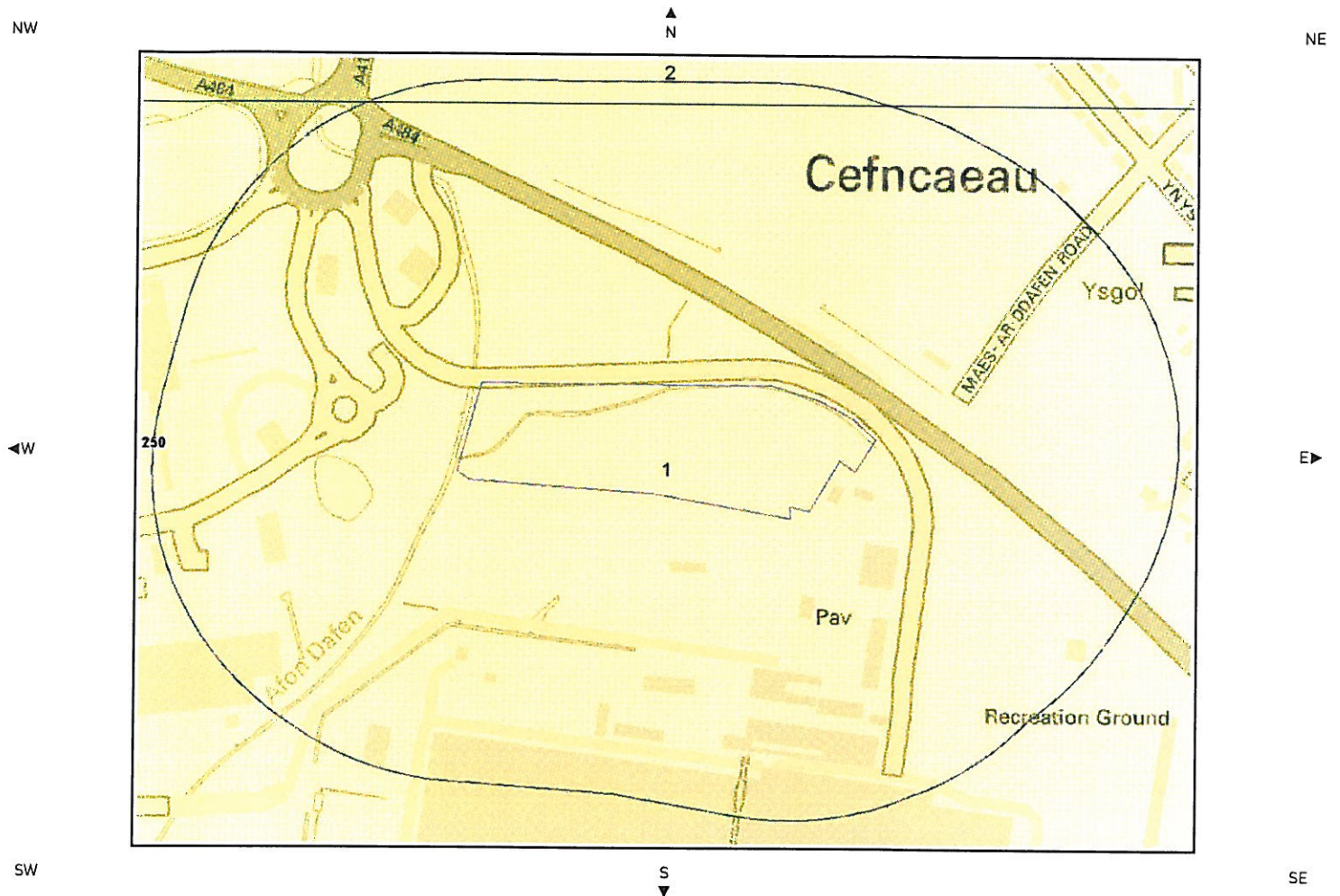
### 3.9 Clay Mining

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

**Are there any Clay Mining areas within 1000m of the study site boundary?** **No**  
Database searched and no data found.

## 4. Natural Ground Subsidence

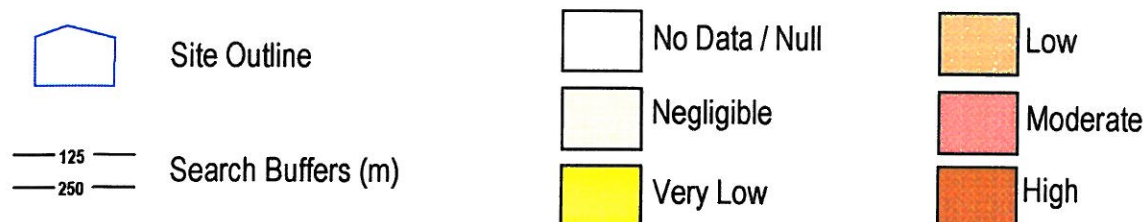
### 4.1 Shrink-Swell Clay Map



**Shrink-Swell Clay Legend**



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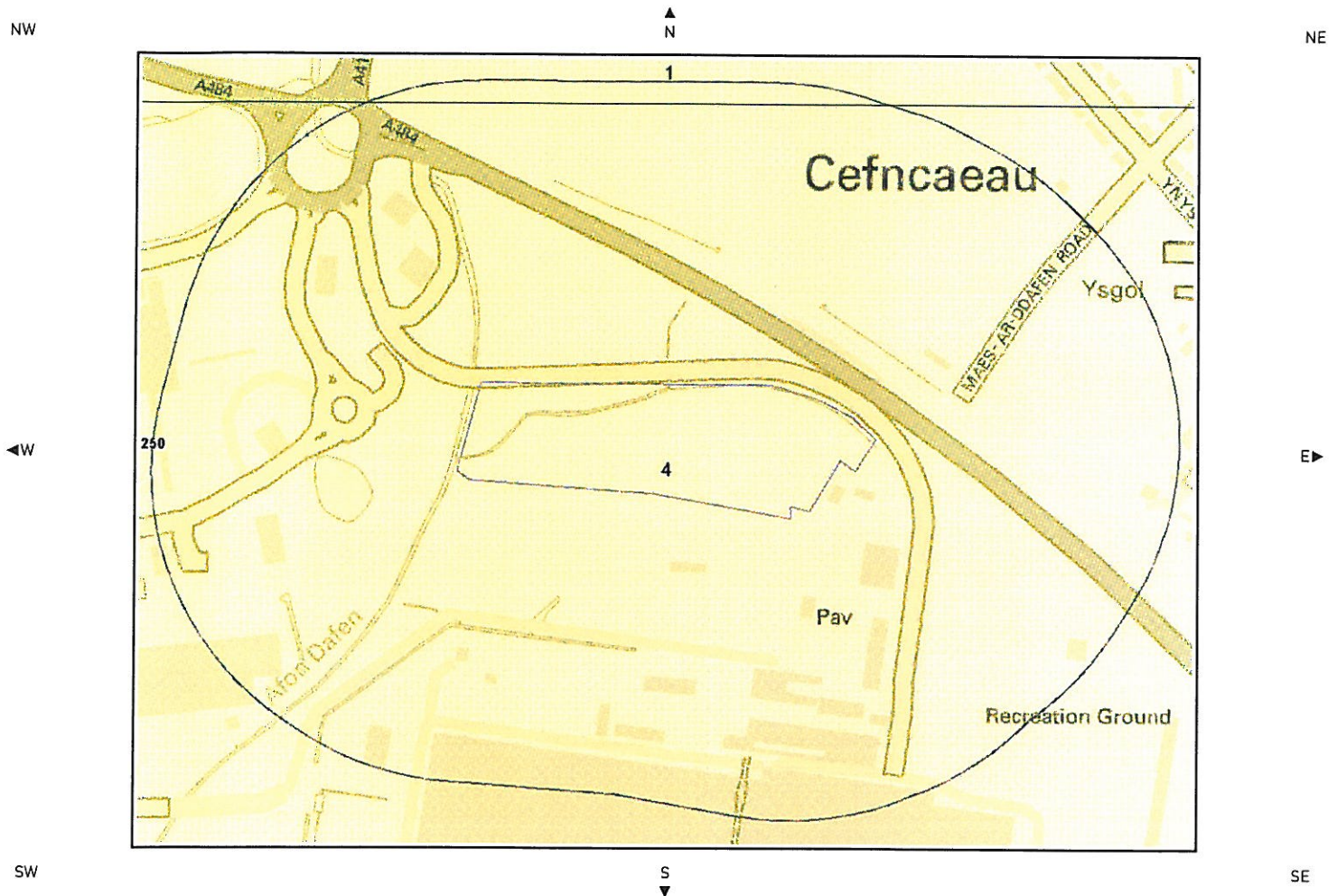


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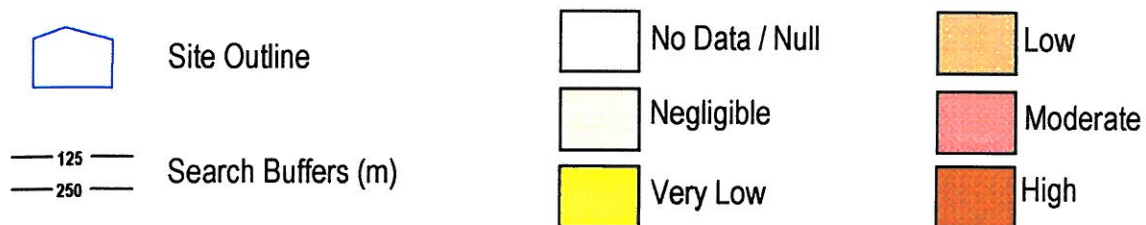
## 4.2 Landslides Map



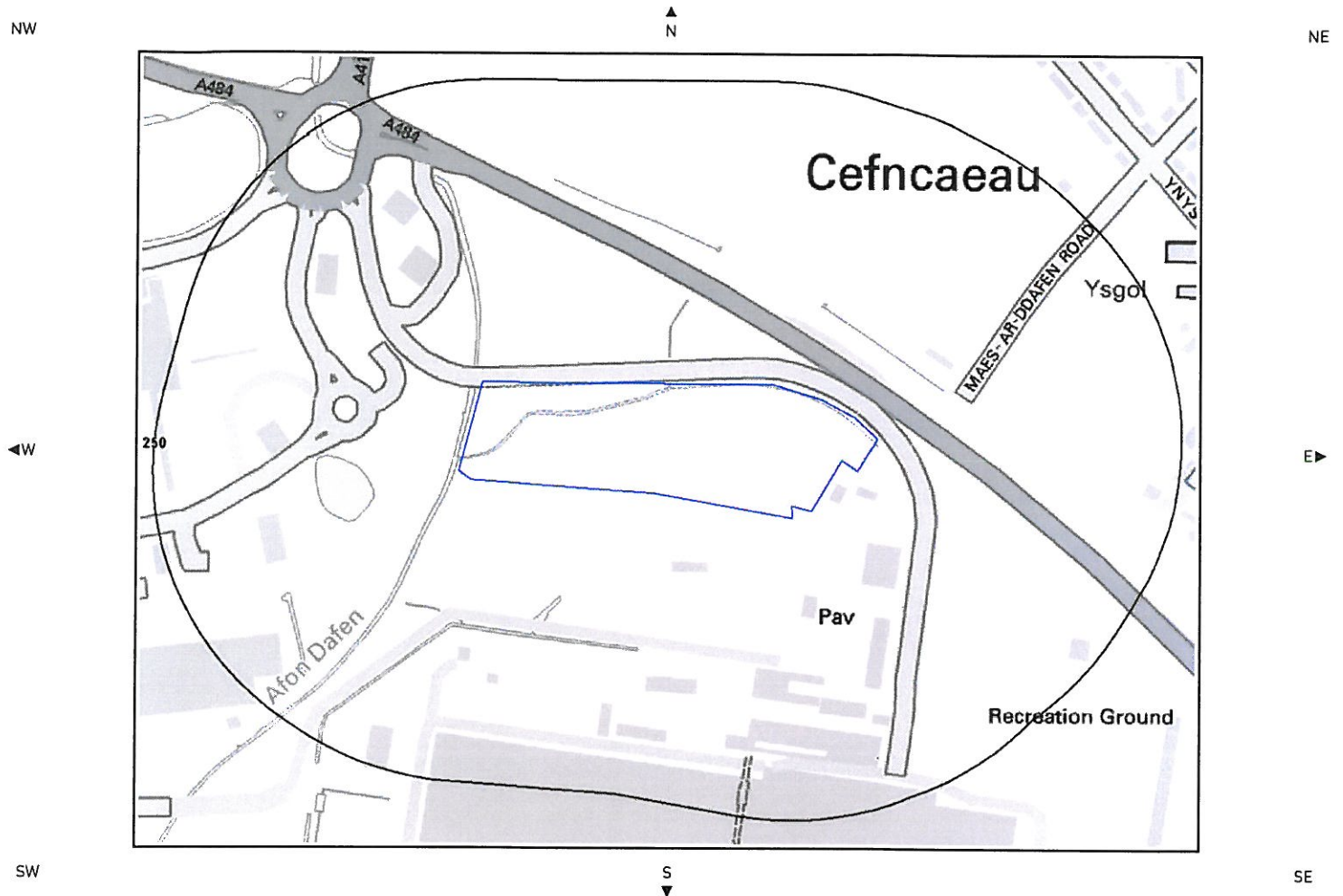
**Landslides Legend**



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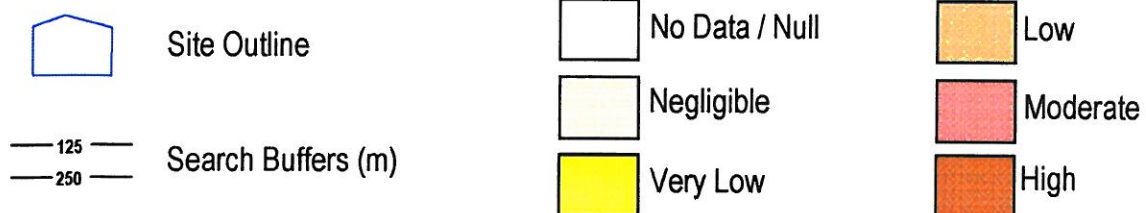
## 4.3 Ground Dissolution Soluble Rocks Map



**Ground Dissolution Soluble Rocks  
Legend**

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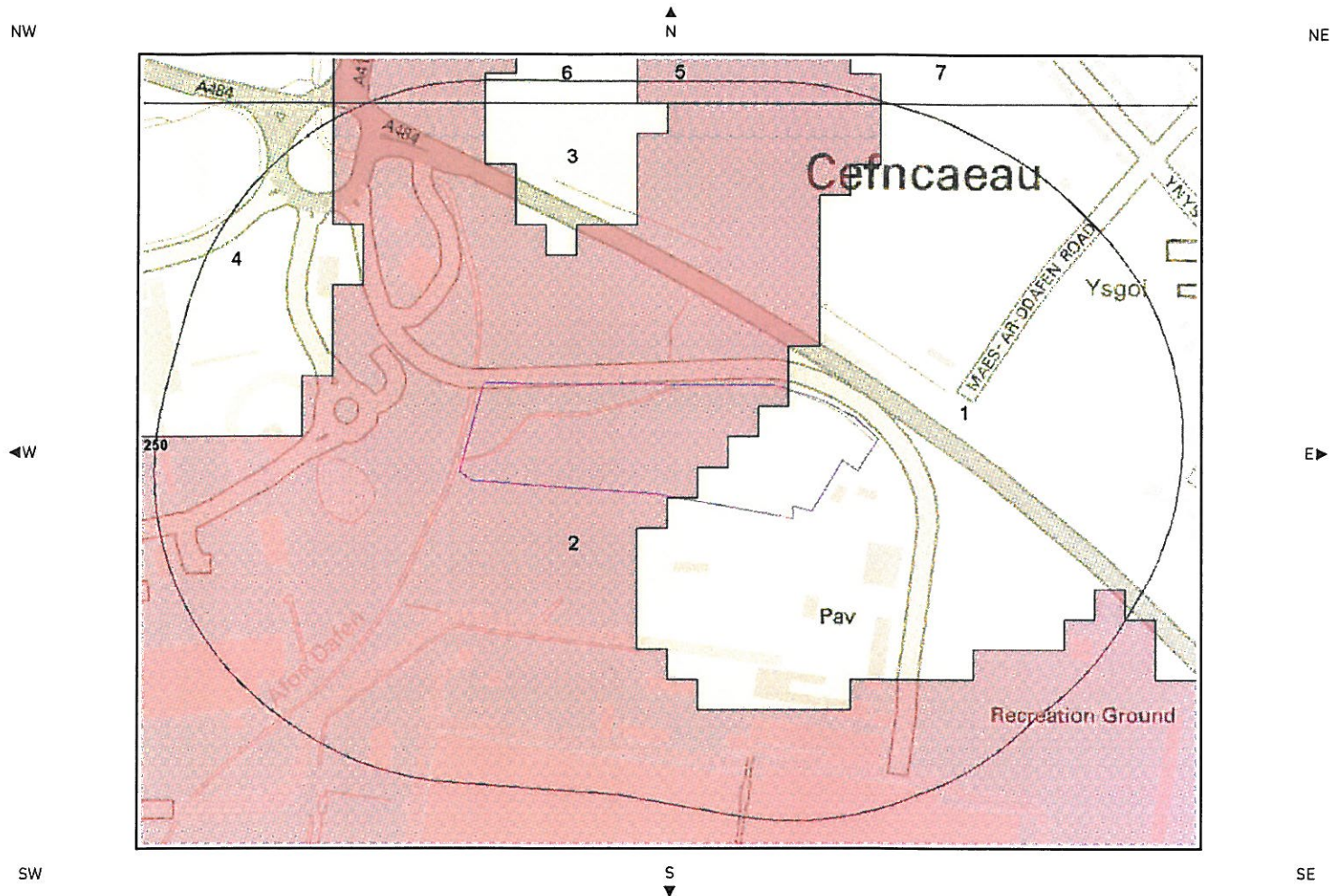


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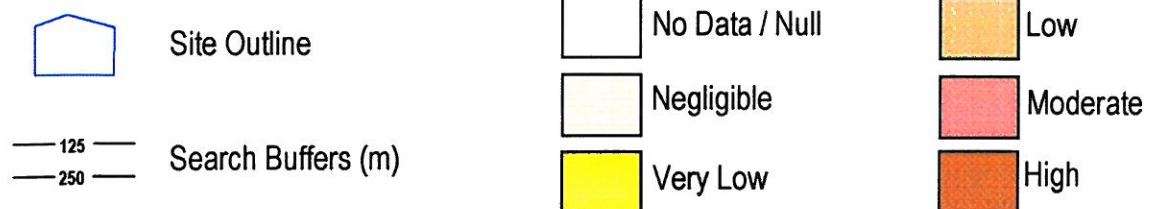
## 4.4 Compressible Deposits Map



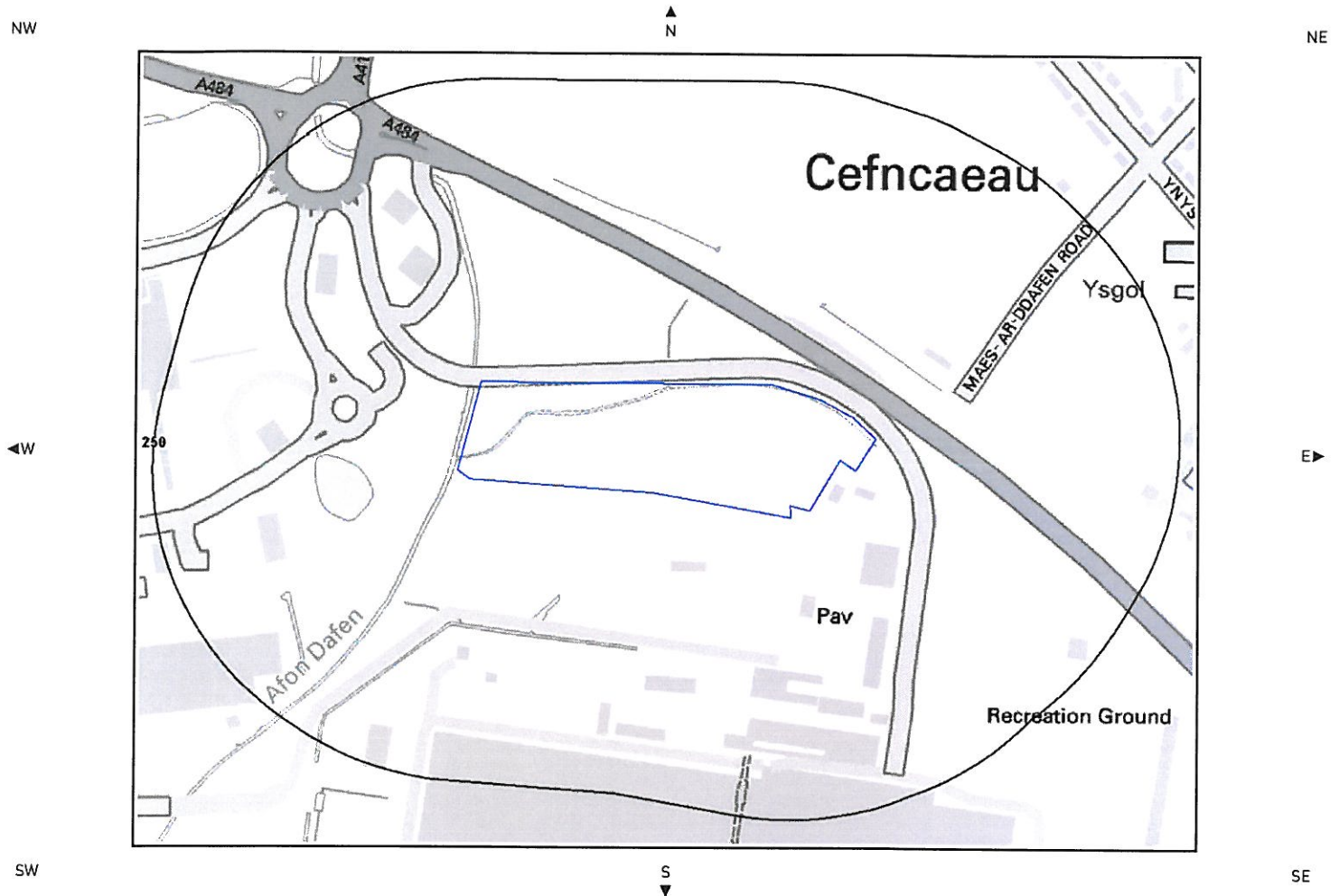
**Compressible Deposits Legend**

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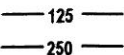
## 4.5 Collapsible Deposits Map



### Collapsible Deposits Legend

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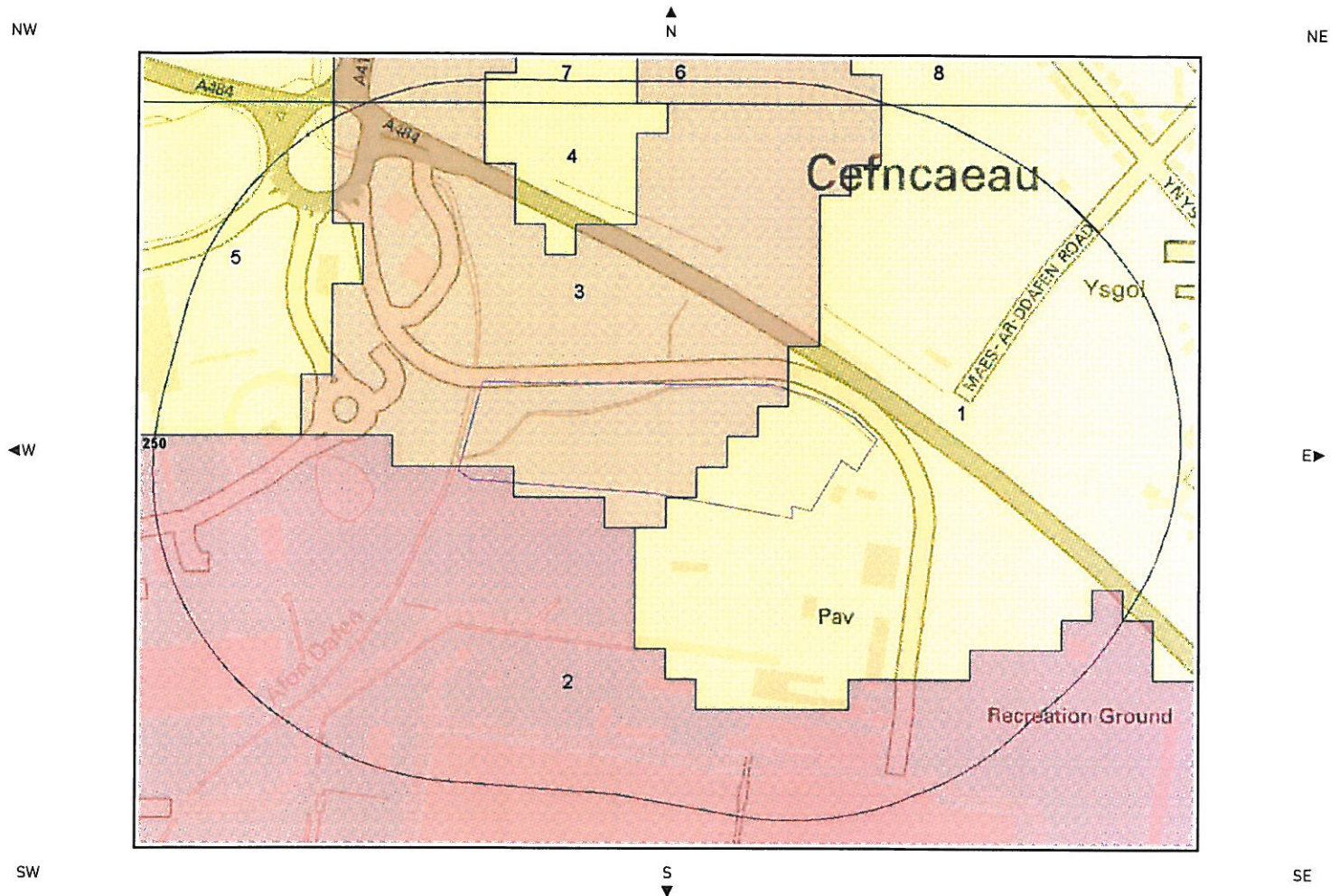
- |                                                                                     |                    |                                                                                     |                |
|-------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------------------------------------|----------------|
|  | Site Outline       |  | No Data / Null |
|  | Search Buffers (m) |  | Significant    |

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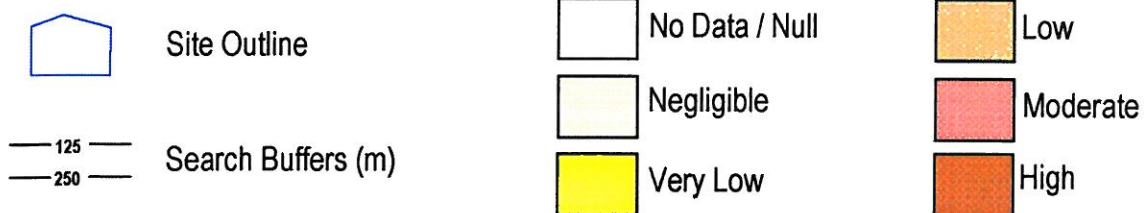
## 4.6 Running Sand Map



**Running Sand Legend**

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## 4. Natural Ground Subsidence

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

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

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

**Moderate**

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

### 4.1 Shrink – Swell Clays

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

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

### 4.2 Landslides

The following Landslides information provided by the British Geological Survey:

| ID | Distance (m)* | Direction | Hazard Rating | Details                                                                                                                                                                                                                                                                                 |
|----|---------------|-----------|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4  | 0.0           | On Site   | Very Low      | Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides. |

### 4.3 Ground Dissolution of Soluble Rocks

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

| Distance (m)* | Direction | Hazard Rating   | Details                                                                                                                                                                                                                                                                                                                               |
|---------------|-----------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0             | On site   | Null-Negligible | 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. |

### 4.4 Compressible Deposits

The following Compressible Ground information provided by the British Geological Survey:

| ID | Distance (m)* | Direction | Hazard Rating | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----|---------------|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 0.0           | On Site   | Negligible    | No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.                                                                                                                                                                                                                                       |
| 2  | 0.0           | On Site   | Moderate      | Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build – consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property –possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly. |

## 4.5 Collapsible Deposits

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

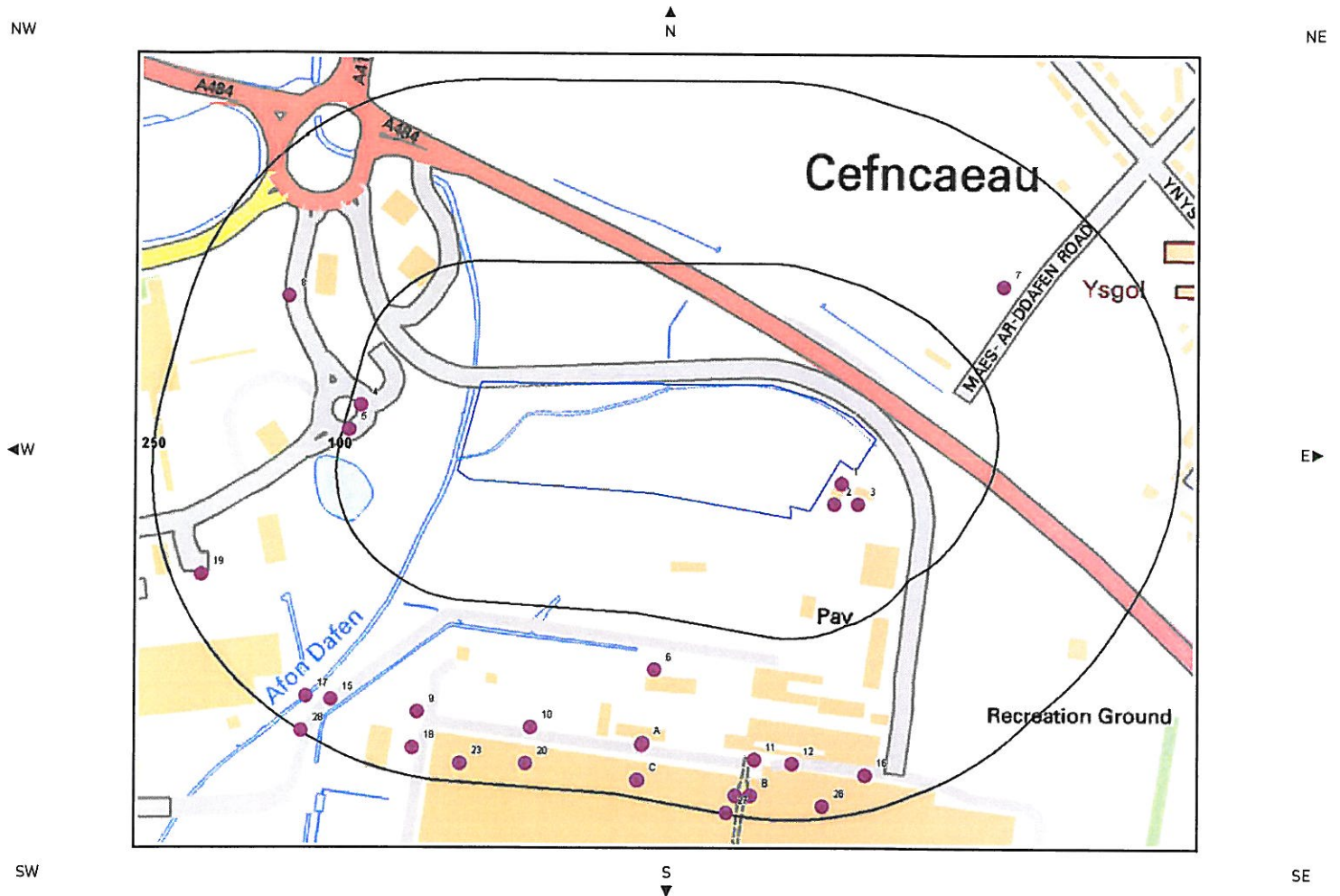
| Distance (m)* | Direction | Hazard Rating   | Details                                                                                                                      |
|---------------|-----------|-----------------|------------------------------------------------------------------------------------------------------------------------------|
| 0             | On site   | Null-Negligible | No Indicators for collapsible deposits identified. No Special actions required to avoid problems due to collapsible deposit. |

## 4.6 Running Sands

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

| ID | Distance (m)* | Direction | Hazard Rating | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|---------------|-----------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | 0.0           | On Site   | Very Low      | Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.                                                                                                                                                                                                                                                                                     |
| 2  | 0.0           | On Site   | Moderate      | Significant potential for running sand problems with relatively small changes in ground conditions. Avoid large amounts of water entering the ground (for example through pipe leakage or soak-aways). Do not dig (deep) holes into saturated ground near the property without technical advice. For new build – consider the consequences of soil and groundwater conditions during and after construction. For existing property – possible increase in insurance risk from running sand, for example, due to water leakage, high rainfall events or flooding.                                                                     |
| 3  | 0.0           | On Site   | Low           | Possibility of running sand problems after major changes in ground conditions. Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should reduce likelihood of problems due to running sand. For new build – consider possibility of running sand into trenches or excavations if water table is high or sandy strata are exposed to water. Avoid concentrated water inputs to site. Unlikely to be an increase in construction costs due to potential for running sand. For existing property – no significant increase in insurance risk due to running sand problems is likely. |

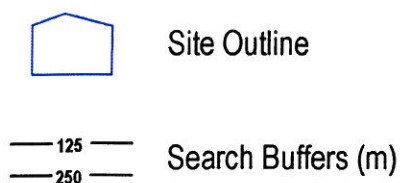
## 5. Borehole Records Map



**Borehole Records Legend**



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## 5. Borehole Records

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

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

**28**

| ID  | Distance (m) | Direction | NGR            | BGS Reference | Drilled Length (m) | Borehole Name                      |
|-----|--------------|-----------|----------------|---------------|--------------------|------------------------------------|
| 1   | 11.0         | SE        | 252945,0199686 | SS59NW282     | 30.0               | FFOREST VILLA 3                    |
| 2   | 15.0         | SE        | 252939,0199669 | SS59NW281     | 30.0               | FFOREST VILLA 2                    |
| 3   | 28.0         | S         | 252959,0199669 | SS59NW280     | 13.0               | FFOREST VILLA 1                    |
| 4   | 91.0         | W         | 252550,0199750 | SS59NW609     | 23.85              | TROSTRE FAWR INDUSTRIAL ESTATE 24A |
| 5   | 96.0         | W         | 252540,0199730 | SS59NW610     | 9.4                | TROSTRE FAWR INDUSTRIAL ESTATE 24B |
| 6   | 144.0        | S         | 252791,0199532 | SS59NW146     | 3.66               | TROSTRE STEEL WORKS. TRENCH 23     |
| 7   | 163.0        | NE        | 253077,0199849 | SS59NW89      | 2.79               | MAESARDAFEN COLL. SLANT            |
| 8   | 174.0        | NW        | 252490,0199840 | SS59NW608     | 6.75               | TROSTRE FAWR INDUSTRIAL ESTATE 23  |
| 9   | 197.0        | S         | 252597,0199497 | SS59NW185     | 1.22               | TROSTRE STEEL WORKS. T.BH.30       |
| 10  | 201.0        | S         | 252690,0199484 | SS59NW195     | 1.22               | TROSTRE STEEL WORKS. T.BH.40       |
| 11  | 202.0        | S         | 252874,0199458 | SS59NW214     | 1.22               | TROSTRE STEEL WORKS. T.BH.59       |
| 12  | 204.0        | S         | 252905,0199454 | SS59NW145     | 3.05               | TROSTRE STEEL WORKS. TRENCH 22     |
| 13A | 205.0        | S         | 252782,0199471 | SS59NW204     | 1.22               | TROSTRE STEEL WORKS. T.BH.49       |
| 14A | 206.0        | S         | 252781,0199470 | SS59NW143     | 1.83               | TROSTRE STEEL WORKS. TRENCH 20     |
| 15  | 215.0        | SW        | 252526,0199507 | SS59NW149     | 6.4                | TROSTRE STEEL WORKS. TH.1          |
| 16  | 222.0        | S         | 252965,0199445 | SS59NW223     | 1.22               | TROSTRE STEEL WORKS. T.BH.68       |
| 17  | 223.0        | SW        | 252506,0199510 | SS59NW176     | 1.22               | TROSTRE STEEL WORKS. T.BH.21       |
| 18  | 227.0        | S         | 252593,0199467 | SS59NW186     | 1.22               | TROSTRE STEEL WORKS. T.BH.31       |
| 19  | 227.0        | W         | 252420,0199610 | SS59NW575     | 9.4                | TROSTRE ROAD BH8                   |
| 20  | 231.0        | S         | 252686,0199454 | SS59NW196     | 1.22               | TROSTRE STEEL WORKS. T.BH.41       |
| 21B | 232.0        | S         | 252870,0199428 | SS59NW215     | 1.22               | TROSTRE STEEL WORKS. T.BH.60       |
| 22B | 234.0        | S         | 252858,0199428 | SS59NW123     | 2.74               | TROSTRE STEEL WORKS. 9             |
| 23  | 235.0        | S         | 252632,0199454 | SS59NW117     | 14.33              | TROSTRE STEEL WORKS. 3             |
| 24C | 236.0        | S         | 252778,0199441 | SS59NW142     | 1.83               | TROSTRE STEEL WORKS. TRENCH 19     |
| 25C | 236.0        | S         | 252777,0199441 | SS59NW205     | 1.22               | TROSTRE STEEL WORKS. T.BH.50       |
| 26  | 240.0        | S         | 252930,0199419 | SS59NW144     | 2.74               | TROSTRE STEEL WORKS. TRENCH 21     |
| 27  | 249.0        | S         | 252851,0199414 | SS59NW151     | 5.79               | TROSTRE STEEL WORKS. TH.3          |
| 28  | 250.0        | SW        | 252502,0199481 | SS59NW177     | 1.22               | TROSTRE STEEL WORKS. T.BH.22       |

## Contacts

GroundSure Helpline  
Telephone: 01273 819700  
info@groundsure.com



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



**British Gypsum**  
British Gypsum Ltd, East Leake, Loughborough,  
Leicestershire, LE12 6HX  
Tel: www.british-gypsum.bpb.com



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



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



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



**Peter Brett Associates**  
Caversham Bridge House, Waterman Place, Reading  
Berkshire RG1 8DN  
Tel: +44 (0)118 950 0761 E-mail: reading@pbpa.co.uk



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## Standard Terms and Conditions

### 1 Definitions

In these conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2 Scope of Services

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

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

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

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

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

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

### 3 The Client's obligations

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

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

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

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

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

### 4 Reliance

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

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

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

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

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

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

### 5 Fees and Disbursements

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

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

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

### 6 Intellectual Property

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

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

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

Report Reference: **HMD-142-529706**

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If you would like any further assistance regarding this report then please contact GroundSure on (T) 01273 819700, (F) 01273 377902, email: [info@groundsure.com](mailto:info@groundsure.com)

## 7. Liability

- 7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or wilful default.
- 7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
- 7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
- 7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
- 7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
- 7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
- 7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
- 7.8 Subject to the provisions of condition 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
- 7.9 Subject to the provisions of clause 7.1 notwithstanding anything to the contrary contained elsewhere in the Contract, and irrespective of whether multiple parties make use of the same Services, the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £5 million per claim or series of connected claims.
- 7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
- 7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them save for where a Risk Screening Report comprises part of a Home Information Pack:
- (i) the Data Providers set out in the relevant User Guide shall be responsible for the quality and accuracy of the data supplied by them; and
  - (ii) where GroundSure makes an assessment of a Site to determine if it is likely to fall within Part IIA of the Environmental Protection Act 1990, GroundSure shall be responsible for the interpretation of any Content provided by a Data Provider subject to the limitations set out in these terms and conditions.
- 7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- 7.13 Subject to the provisions of clause 7.1, GroundSure shall not be liable for any losses (whether direct or indirect) and including (but not limited to) loss of profit caused by the suspension or reduction of activity on a Site, business interruption, all third party off-Site claims or any loss in value of a Site, loss of goodwill, loss of business opportunity or other similar losses alleged to be sustained by the Client, the Beneficiary or any third party.
- 7.14 GroundSure undertakes for the duration of the liability periods referred to in conditions 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities in respect of the Contract for £5 million in the aggregate which amount shall first include the whole of any sum payable for death or personal injury provided such insurance is readily available at commercially viable rates or for a lesser amount to be agreed with the Client should the cost of such insurance become commercially unviable. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

## 8. GroundSure right to suspend or terminate

- 8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:
- (i) the Client shall fail to pay any sum due to GroundSure within 28 days of the due date for payment; or
  - (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an Administration Order made against it or if a Receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
  - (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
  - (iv) the Client breaches any material term of the Contract (including, but not limited to, the obligations in condition 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

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

- 9.1 Subject to condition 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.
- 9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 [as amended] in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

## 10. Consequences of Withdrawal, Termination or Suspension

- 10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.
- 10.2 In the event of termination/suspension of the Contract under conditions 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

## 11. General

- 11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.
- 11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.
- 11.3 No failure on the part of GroundSure to exercise and no delay in exercising, any right, power or provision under these terms and conditions shall operate as a waiver thereof.
- 11.4 Save as expressly provided in conditions 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey, may enforce breach of conditions 6.1 or 11.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 11.6 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
  - (ii) fire, storm, flood, tempest or epidemic;
  - (iii) Acts of God or the public enemy;
  - (iv) riot, civil commotion or war;
  - (v) strikes, labour disputes or industrial action;
  - (vi) acts or regulations of any governmental or other agency;
  - (vii) suspension or delay of services at public registries by Data Providers; or
  - (viii) changes in law.
- 11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.
- 11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.
- 11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.
- 11.12 If the Client or Beneficiary has a complaint about the Services, notice should be given in writing to the Compliance Officer at GroundSure who will respond in a timely manner.

## **APPENDIX B2**

### **Groundsure Maps**

**Site Details:**

Trostre Closed Landfill

**Client Ref:** 44-05-01  
**Report Ref:** HMD-142-529704  
**Grid Ref:** 252799, 199700

Map Name: County Series

Map date: 1878

**Scale:** 1:10,560

Printed at: 1:10,560

Surveyed 1878  
Revised 1878  
Edition NA  
Copyright NA  
Levelled NA

Surveyed 1878  
Revised 1878  
Edition NA  
Copyright NA  
Levelled NA



Produced by GroundSure Ltd.  
T: 01273 819500  
E: [groundsureinsight@groundsure.com](mailto:groundsureinsight@groundsure.com)  
W: [www.groundsureinsight.com](http://www.groundsureinsight.com)

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Production date:13 August 2009



#### Site Details:

Trostre Closed Landfill

Client Ref: 44-05-01  
Report Ref: HMD-142-529704  
Grid Ref: 252799, 199700

Map Name: County Series

Map date: 1901-1905

Scale: 1:10,560

Printed at: 1:10,560

Surveyed 1878  
Revised 1905  
Edition NA  
Copyright NA  
Levelled NA

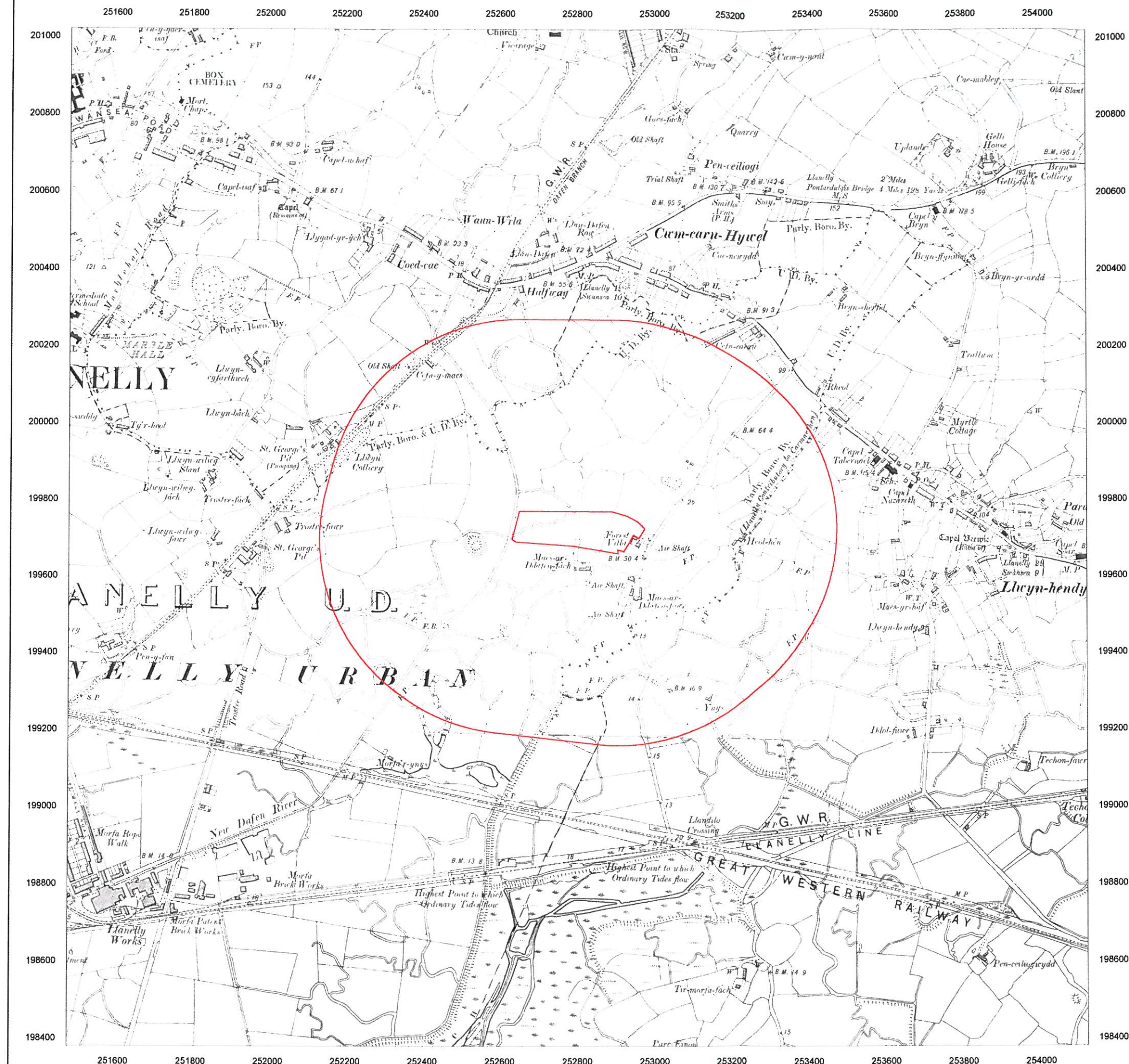
Surveyed 1878  
Revised 1901  
Edition NA  
Copyright NA  
Levelled NA



Produced by GroundSure Ltd.  
T: 01273 819500  
E: [groundsuresight@groundsure.com](mailto:groundsuresight@groundsure.com)  
W: [www.groundsureinsight.com](http://www.groundsureinsight.com)

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Production date: 13 August 2009



**Site Details:**

Trostre Closed Landfill

**Client Ref:** 44-05-01  
**Report Ref:** HMD-142-529704  
**Grid Ref:** 252799, 199700

**Map Name:** County Series

**Map date:** 1913

**Scale:** 1:10,560

**Printed at:** 1:10,560

Surveyed 1878  
 Revised 1913  
 Edition NA  
 Copyright NA  
 Levelled NA

Surveyed 1878  
 Revised 1913  
 Edition NA  
 Copyright NA  
 Levelled NA

