APPENDIX A

Summary of Legislation and Policy Relating to Contaminated Land

Summary of legislation and policy relating to contaminated land

Part IIA of the Environmental Protection Act (EPA) and its associated Contaminated Land Regulations 2000 (SI 2000/227), which came into force in England on 1 April 2000, are the basis for the current regulatory framework and form the statutory regime for the identification and remediation of contaminated land.

Part IIA of the EPA 1990 defines contaminated land as 'any land which appears to the Local Authority in whose area it is situated to be in such a condition by reason of substances in, on or under the land, that significant harm is being caused, or that there is significant possibility of significant harm being caused, or that pollution of controlled waters is being or is likely to be caused'. Controlled waters, defined by the Water Resources Act, are considered all groundwater, inland waters and estuaries.

The intention of the EPA 1990 Part IIA is to deal with contaminated land issues that are considered to cause significant harm, on land that is not undergoing development, (see circular 2-2000 for definitions of what is significant harm, website link - http://www.defra.gov.uk/environment/land/contaminated/circ2-2000/index.htm).

The Water Framework Directive 2000/60/EC (WFD) legislation aims to deliver long-term protection of the water environment and to improve the quality of all water bodies, including rivers, wetlands, coasts, estuaries, lakes, man-made structures and groundwater.

The Water Resources Act 1991 introduces an offence to cause or knowingly permit pollution of controlled waters. The Act provides the Environment Agency with powers to implement remediation necessary to protect controlled waters and recover all reasonable costs of doing so. The Groundwater Regulations, 1998, aim to complement EPA 1990. These regulations give the Environment Agency the power to *prevent* the discharge of List I substances and *restrict* the discharge of List II substances to groundwater.

Contaminated land is often dealt with through planning because of land redevelopment. This approach is documented in Planning Policy Statement: Planning and Pollution Control PPS23, which states that it remains the responsibility of the landowner and developer to identify land affected by contamination and carry out sufficient remediation to render the land suitable for use. The overall aim of the planning and pollution control policy is to promote the sustainable and beneficial use of land (in particular, encouraging reuse of previously developed land in preference to greenfield sites). Within this aim, polluting activities that are necessary for society and the economy should be so sited and planned, and subject to such planning conditions, that their adverse effects are minimised and contained to within acceptable limits.

APPENDIX B

Service Constraints

RSK STATS GEOCONSULT LIMITED
SERVICE CONSTRAINTS

1. This report and the site investigation carried out carried out in connection with the report (together the "Services") were compiled and carried out by RSK STATS Geoconsult Limited (RSK) for PE Jones (Contractors) Limited (the "client") in accordance with the terms of a contract between RSK and the "client". The Services were performed by RSK with the skill and care ordinarily exercised by a reasonable environmental consultant at the time the Services were performed. Further, and in particular, the Services were performed by RSK taking into account the limits of the scope of works required by the client, the time scale involved and the resources, including financial and manpower resources, agreed between RSK and the client.

2. Other than that expressly contained in paragraph 1 above, RSK provides no other representation or warranty whether express or implied, in relation to the Services.

3. Unless otherwise agreed the Services were performed by RSK exclusively for the purposes of the client. RSK is not aware of any interest of or reliance by any party other than the client in or on the Services. Unless expressly provided in writing, RSK does not authorise, consent or condone any party other than the client relying upon the Services. Should this report or any part of this report, or otherwise details of the Services or any part of the Services be made known to any such party, and such party relies thereon that party does so wholly at its own and sole risk and RSK disclaims any liability to such parties. **Any such party would be** well advised to seek independent advice from a competent environmental consultant and/or lawyer.

4. It is RSK's understanding that this report is to be used for the purpose described in the introduction to the report. That purpose was a significant factor in determining the scope and level of the Services. Should the purpose for which the report is used, or the proposed use of the site change, this report may no longer be valid and any further use of or reliance upon the report in those circumstances by the client without RSK's review and advice shall be at the client's sole and own risk. Should RSK be requested to review the report after the date hereof, RSK shall be entitled to additional payment at the then existing rates or such other terms as agreed between RSK and the client.

5. The passage of time may result in changes in site conditions, regulatory or other legal provisions, technology or economic conditions which could render the report inaccurate or unreliable. The information and conclusions contained in this report should not be relied upon in the future without the written advice of RSK. In the absence of such written advice of RSK, reliance on the report in the future shall be at the client's own and sole risk. Should RSK be requested to review the report in the future, RSK shall be entitled to additional payment at the then existing rate or such other terms as may be agreed between RSK and the client.

6. The observations and conclusions described in this report are based solely upon the Services which were provided pursuant to the agreement between the client and RSK. RSK has not performed any observations, investigations, studies or testing not specifically set out or required by the contract between the client and RSK Limited. RSK is not liable for the existence of any condition, the discovery of which would require performance of services not otherwise contained in the Services. For the avoidance of doubt, unless otherwise expressly referred to in the introduction to this report, RSK did not seek to evaluate the presence on or off the site of asbestos, electromagnetic fields, lead paint, heavy metals, radon gas or other radioactive or hazardous materials.

7. The Services are based upon RSK's observations of existing physical conditions at the Site gained from a walkover survey of the site together with RSK's interpretation of information including documentation, obtained from third parties and from the client on the history and usage of the site. The Services are also based on information and/or analysis provided by independent testing and information services or laboratories upon which RSK was reasonably entitled to rely. The Services clearly are limited by the accuracy of the information, including documentation, reviewed by RSK and the observations possible at the time of the walkover survey. Further RSK was not authorised and did not attempt to independently verify the accuracy or completeness of information, documentation or materials received from the client or third parties, including laboratories and information services, during the performance of the Services. RSK is not liable for any inaccurate information or conclusions, the discovery of which inaccuracies required the doing of any act including the gathering of any information which was not reasonably available to RSK and including the doing of any independent investigation of the information provided to RSK save as otherwise provided in the terms of the contract between the client and RSK.

8. The phase II or intrusive environmental site investigation aspects of the Services is a limited sampling of the site at pre-determined borehole and soil vapour locations based on the operational configuration of the site. The conclusions given in this report are based on information gathered at the specific test locations and can only be extrapolated to an undefined limited area around those locations. The extent of the limited area depends on the soil and groundwater conditions, together with the position of any current structures and underground facilities and natural and other activities on site. In addition chemical analysis was carried out for a limited number of parameters [as stipulated in the contract between the client and RSK] [based on an understanding of the available operational and historical information,] and it should not be inferred that other chemical species are not present.

9. Any site drawing(s) provided in this report is (are) not meant to be an accurate base plan, but is (are) used to present the general relative locations of features on, and surrounding, the site.