GroundSure Enviro, Full Flooding and Planning Search



Address: TRIDAV, LEES HALL FARM, TURNLEE ROAD, GLOSSOP, SK13 6JT

Date: Dec 7, 2011

GroundSure Reference: 9662918_Revised

Your Reference: 9662918

Grid Reference: 403207,392673

Professional Assessment on Contaminated Land

Passed

GroundSure considers that there is not a "High Potential Risk"* that the property will be identified as "Contaminated Land" within the meaning set out in Part 2A of the Environmental Protection Act 1990.

Professional Assessment on Flood Risk

A Negligible risk of tidal/fluvial flooding and a Negligible risk of surface water (pluvial) flooding have been identified within 25m of the centre of the property.

*High Potential Risk" is the level of risk which results in 1% of reports being In Need of Further Assessment.

GroundSure Enviro, Full Flooding and Planning Search

Other Environmental Findings

Natural Ground Subsidence: The study site is not located in an area where properties are considered to be affected by Natural Ground Subsidence.

Radon: The study site is located in an area where some properties are Radon Affected. Please refer to the Environmental Overview and Section 5.9 for further information.

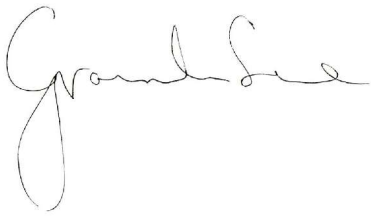
Coal Mining: The study site does not lie in an area which may be affected by coal mining

Historic Infilled Land: We have identified past activities that can cause structural problems on or in proximity to the property. Please refer to the Detailed Findings section for further guidance.

Shallow Mining: The site and surrounding area have not been assessed to be at risk from historic shallow mining.

Please note that no physical inspection of the property has been carried out in the preparation of this report. If you would like any further assistance regarding this report, please contact TM Group on (T) 0844 249 9202, email: helpdesk@tmgroup.co.uk

GroundSure Ltd



Recommendations – Contaminated Land

In view of the type and location of land use disclosed by this environmental report GroundSure were initially unable to certify this property. However, a GroundSure consultant has reviewed additional information on the property and presented this for further assessment. Our Risk Assessment Team has considered these findings and has concluded that these concerns are not significant. We therefore recommend that no further action needs to be taken.

The additional information provided included the following document:

- A letter from Matthew Rhodes (Pollution Control Officer, Contaminated Land – High Peak Borough Council) dated 20th December 2011.

Recommendations – Flood

Environment Agency fluvial/tidal flooding

As no Environment Agency Flood Zones have been identified at or in close proximity to the site, no further recommendations are considered necessary.

JBA surface water (pluvial) flooding:

The site and areas in close proximity have not been assessed to be at risk from surface water (pluvial) flooding.

Overview of Findings

For further information on each dataset, please refer to the Detailed Findings section of the report. For the 'Expert Assessment and Additional Comments' please refer to Page 2. The 'Environmental Overview and Guidance' can be found on Page 3.

Factor	Assessment	Section
Past Land Use		
1:10,000 & 1:10,560 scale Historical Data [Nationwide]		
Potentially Contaminative Historical Land Uses	Passed	1.1
Potentially Infilled Land (1:10,000 & 1:10,560 scale survey)	Passed	1.2
Additional Information 1:2,500 scale Historical Data		
Historical Tanks	Passed	1.3
Historical Energy Features	Passed	1.4
Historical Petrol Stations	Passed	1.5
Historical Garage / Vehicle Repair	Passed	1.6
Historical Military / Ordnance Sites	Passed	1.7
Landfill and Waste Sites		
Landfill Sites	Passed	2.1
GroundSure Local Authority Landfill Sites Data	Passed	2.2
Waste Treatment, Transfer or Disposal Sites	Passed	2.3
Environment Agency Licensed Waste Sites	Passed	2.4
Industrial Sites and Processes		
Potentially Contaminative Industrial Sites	Passed	3.1
Petrol & Fuel Sites	Passed	3.2
Part A(1) Authorised Processes	Passed	3.3
Part A(2) and Part B Authorised Processes and Enforcements.	Passed	3.4
Radioactive Substance Authorisations	Passed	3.5
Licensed Discharges	Passed	3.6
Dangerous Substance Inventory	Passed	3.7
Dangerous or Hazardous Sites (COMAH or NIHHS)	Passed	3.8
Hazardous Substance Consents and Enforcements	Passed	3.9
EPA1990 Sites	Passed	3.10
Environment Agency Recorded Pollution Incidents	Passed	3.11
Underground High Pressure Oil & Gas Pipelines	Passed	3.12
Environmental Setting		
Sites of Special Scientific Interest (SSSI)	No	4.1
Ramsar Sites	No	4.1
National Nature Reserves (NNR)	No	4.1
Special Areas of Conservation (SAC)	No	4.1
Special Protection Areas (SPA)	No	4.1
Local Nature Reserves (LNR)	No	4.1
World Heritage Sites	No	4.1
Areas of Outstanding Natural Beauty (AONB)	No	4.1
National Parks (NP)	Yes	4.1
Natural Hazards & Additional Factors		
Is the centre of the site within 50m of a floodplain?	No	5.1/5.2/5.3
Are there any Areas Benefiting from Flood Defences within 250m?	No	5.4
Are there any Areas Used for Flood Storage within 250m?	No	5.5
Are there any Flood Defences within 250m?	No	5.6
What is the maximum NaFRA rating identified within 25m of the centre of the property?	Negligible	5.7
Is the centre of the property within 25m of an Environment Agency recorded flooding event?	No	5.8
What is the maximum Surface Water flood risk identified within 25m of the centre of the property?	Negligible	5.9
Natural Ground Subsidence	Negligible - Very Low	5.10

Radon	The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level	5.11
Radon Protective Measures	None	5.12

Mining		
Coal Authority Coal Mining Records	No	6.1
Shallow Mining	Negligible	6.2
Mining Cavities	No	6.3
Natural Cavities	No	6.4
Historical Mining	No	6.5
Historical Underground Workings	No	6.6

Additional Information		
Overhead Electricity Transmission Lines and Pylons	No	7.1

Planning		
Planning Applications – House Extensions	Yes	8.1
Planning Applications – Projects	Yes	8.2
Mobile Transmitter Locations	No	8.3
OfCom Telecommunication Masts Locations	No	8.4

Local Information 9
Local Infrastructure 10
Guide to Our Professional Assessment 11
Contact Details 12
Terms and Conditions

Aerial Photograph

N

NW NE



W E

SW SE

S

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Site Name: TRIDAV, LEES HALL FARM, TURNLEE ROAD, GLOSSOP, SK13 6JT

Grid Reference: 403207,392673

Introduction to Detailed Findings

General - All mapped features within this report are given an identification number. This number identifies the feature on the maps which precede the following data sections. All distances provided are in metres and directions are given as compass headings.

Section 1.1 - Historical maps are a widely recognised source of information for investigating site history. Nevertheless, analysis of mapping at 1:10,560 and 1:10,000 scale will not always provide a complete site history. If you are concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Please note that the number of records identified relates to areas subject to potentially contaminative former activities and these do not necessarily correspond to the number of sites found within these areas. In the case of the 1:2,500 scale data relating to areas of London and Bristol 100m^2 areas are referenced. In cases where such information requires further clarification, GroundSure analyse original source mapping and will adjust the assessment of the report accordingly.

Section 1.2 - Systematic analysis of historical maps can highlight areas which, over time, have the potential to have been infilled with various materials. Such areas can relate to such features as ditches, ponds, clay pits, brickfields and quarries. Areas of infill do not always refer to landfill sites, although they may sometimes indicate the presence of such sites. Such areas are normally infilled with inert materials, although in some cases contaminative materials may have been used.

Sections 1.3 to 1.6 – Selected highly contaminative land uses have been extracted from 1:2,500 and 1:1,250 scale historical mapping. This database covers the majority of the UK from the first available map, but where areas of the UK are not covered it is indicated in the report as "No Data Available". This indicates that no assessment of the risk from these features is included in the report. In this instance if you are still concerned about the former uses of a site, we would advise additional analysis of planning records and/or more detailed historical mapping.

Section 1.7 – Certain military installations were not noted on historic mapping for security reasons. Whilst not all military land is necessarily of concern, GroundSure has researched and digitised a number of Ordnance Factories and other military industrial features (e.g. Ordnance Depots, Munitions Testing Grounds) which may be of contaminative concern. This research was drawn from a number of different sources, and should not be regarded as a definitive or exhaustive database of potentially contaminative military installations. The boundaries of sites within this database have been estimated from the best evidence available to GroundSure at the time of compilation.

Section 2 - This information is gathered from a wide range of sources including the Environment Agency (Agency) and the British Geological Survey (BGS). Additionally this section includes information supplied by Landmark Information Group Limited®. Data supplied by Environment Agency and Landmark Information Group Limited® refers to waste management licences required by anyone involved in waste disposal under the Environmental Protection Act 1990. A survey by the BGS undertaken in 1972/3 provides data on some older landfill sites, which were not subject to this legislation.

Section 3.1 – The answer to this question is based on searches of current industrial data provided by PointX.

Section 3.6 – The answer to this question is based on searches of Environment Agency databases referencing discharges to controlled waters (Discharge Consents) as well as controlled discharges of more harmful substances to public sewers (Red List Discharge and Water Industry Referrals).

Section 3.12 – The answer to this question is based upon information provided by Linewatch relating to strategic oil and gas pipelines. Please note, this data does not refer to standard domestic/commercial supply infrastructure.

Sections 5.1 to 5.3 – The answer to these questions are based upon 50m search radius from the centre of the search location. This is assumed to cover the majority of properties with average sized gardens. The risk to some larger gardens may not be assessed.

Sections 5.4 to 5.6 – The answers to these questions are based upon 250m search radius from the centre of the search location.

Sections 5.7 to 5.9 – The answers to these questions are based upon 25m search radius from the centre of the search location. This is assumed to cover the majority of properties with average sized gardens. The risk to some larger gardens may not be assessed.

Sections 5.10 to 5.11 – The answer to these questions is based upon information found within 50m of the search centre.

Sections 6.1 to 6.2 – The answer to these questions is based upon information found within 50m of the search centre.

Sections 6.3 and 6.4 – These databases provide an indication of "non-coal" mining and natural ground cavities. They are used to provide an indication that activities that have the potential to cause ground instability issues are present in the general vicinity of the property. However the accuracy of the data is not sufficient to confirm if the property will be directly affected.

Sections 6.5 and 6.6 - Systematic analysis of historical maps can highlight areas where either mining or underground workings have occurred in the past. The information is taken from features presented on historical maps which do not indicate the distance or direction which underground or mining workings extend beneath the surface. e.g features such as mine shafts only indicate the entrance to a mine, and by inference indicate the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g.air shafts for underground railways.

Section 7.2 - Please be aware that the information provided in the report includes masts that have OfCom permission to be constructed. This does not imply that they are currently present or will ever be constructed.

Section 7.3 - Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network. Therefore some features on the ground may not appear in the report. This database is provided only to give an indication that power lines may be present in close proximity to the property.

Section 8, 9 and 10 - The sections Planning Applications and Mobile Masts, Local Information and Local Infrastructure each contain a map which displays information found in the search. Each map is followed by the detailed findings for that section. This allows you to view items displayed on the map along with information relating to those items.

The Planning Applications and Mobile Masts section of this report contains data provided under licence from Emap Glenigan, proprietary Mobile Masts data supplied by OfCom. Emap Glenigan is the largest provider of planning data in the UK. The company has been collecting and processing planning application data since 1973. Emap Glenigan tracks applications from initial planning and tender through to contracts awarded. This Report contains the most up to date commercially available information on planning applications made in the vicinity of the subject property over the last 10 years.

Please note that due to differing methodologies adopted by Local Authorities, some planning applications identified as having been refused may have subsequently been granted on appeal without appearing as such within this report. If any refused applications are identified within this report which would have a bearing on a purchaser's decision if they were to have been granted, you are advised to seek further clarification from the Local Authority on the application's status.

Whilst GroundSure makes every effort to ensure that data is sourced from reliable providers, it is unable to ensure that the information is accurate, complete or up to date. GroundSure shall not be liable for any losses or damages incurred by the client or beneficiary, including but not limited to any losses or damages that arise as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such part is based on any Third Party Content or any reasonable interpretation of Third Party Content. If the existence or absence of a planning application, consent or similar may have a material impact with regard to the decision to purchase a property, the client or beneficiary should make independent thorough enquiries of the local authority.

The Local Information and Local Infrastructure sections of this report include PointX data from the Ordnance Survey who retain the Copyright and Intellectual Property Rights for the data. As this is point data, the full extent of some large features will not be represented.

These sections of the report are intended to be a useful guide for all property purchasers.

Detailed Findings

1. Past Land Use

1.1 Potentially Contaminative Uses

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any potentially contaminative past land uses within 250m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Distance [m]	Direction	Use	Date
19.0	NE	Refuse Heap	1990
19.0	NE	Refuse Heap	1979
87.0	SE	Unspecified Heap	1990
87.0	SE	Unspecified Heap	1979
249.0	E	Paper Mills	1924

1.2 Potentially Infilled Land

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there areas of potentially infilled land within 250m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: The study site appears to be located on or in close proximity to a past land use or area of potentially infilled land that can cause structural problems. You may wish to check that any structural surveys performed on the property have taken this into consideration. If such factors have not been considered, you may wish to contact the local Building Regulations Officer, Planning Department and if recently constructed, the site developers. Newer developments may benefit from an NHBC guarantee or other environmental warranty which often covers structural issues.

The following Historical Surface Ground Working Features derived from the Historical Mapping information is provided by GroundSure:

Distance (m)	Direction	Use	Date
9.0	SE	Unspecified Quarry	1938
10.0	SE	Unspecified Quarry	1924
13.0	SE	Unspecified Quarry	1897
14.0	SE	Unspecified Quarry	1879
14.0	SE	Unspecified Disused Quarry	1951
19.0	NE	Refuse Heap	1979
19.0	NE	Refuse Heap	1990
25.0	SE	Unspecified Quarry	1897
25.0	SE	Unspecified Old Quarry	1938
28.0	S	Unspecified Quarry	1979
28.0	S	Unspecified Quarry	1990
28.0	S	Unspecified Old Quarry	1924
31.0	SE	Unspecified Old Quarry	1951
87.0	SE	Unspecified Heap	1979
87.0	SE	Unspecified Heap	1990
217.0	S	Unspecified Old Quarry	1938
218.0	S	Unspecified Quarry	1979
218.0	S	Unspecified Quarry	1990
220.0	S	Unspecified Old Quarry	1924
223.0	S	Unspecified Old Quarry	1951
226.0	S	Unspecified Quarry	1897

1.3 Additional Information – Historical Tank Database

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

Are there any historical tanks within 100m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Distance (m)	Direction	Use	Date
83.0	E	Tank (Unspecified)	1880

1.4 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.

Are there any historical energy features within 100m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.5 Additional Information – Historical Petrol Station Database

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

Are there any historical petrol stations within 100m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.6 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.

Are there any historical garage and motor vehicle repair sites within 100m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

1.7 Historical Military/Ordnance Sites

Analysis of historic military records has identified the following information.

Are there any historical military industrial sites known to GroundSure within 100m of the search centre? **No**

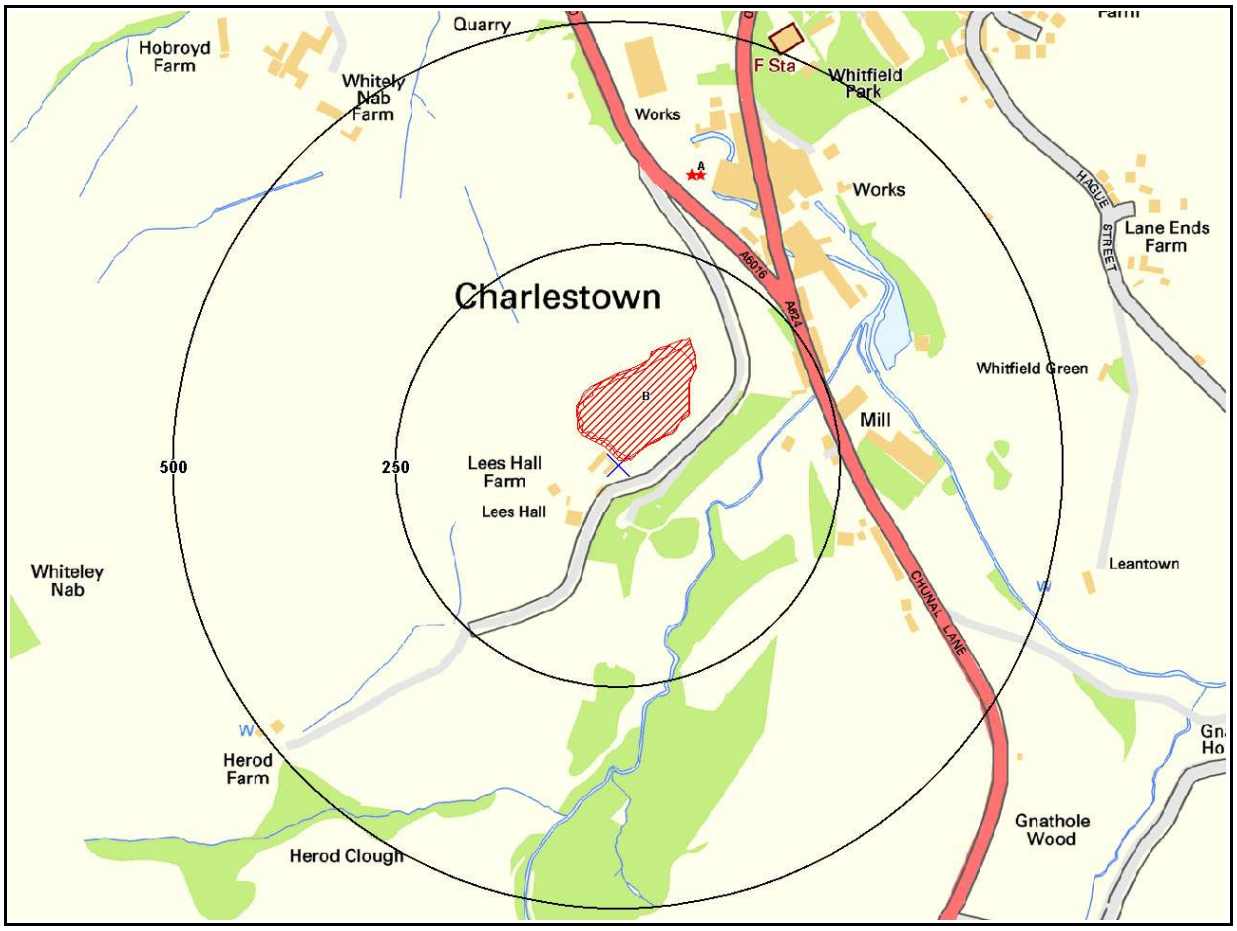
Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

Detailed Findings

2. Landfill and Waste Sites

NW N NE



W E

SW S SE

Landfill & Waste Sites Legend

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- Site Centre
- 250 / 500 Search Buffers
- Operational Landfill
- Closed Landfill
- Operational Waste Treatment License
- Closed Waste Treatment License
- Regis Waste Feature
- Environment Agency Active Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Area Data)
- Environment Agency Historic Landfill Site (Point Data)
- BGS / DoE Survey Landfill
- GroundSure Local Authority Landfill Data (Region Data)
- GroundSure Local Authority Landfill Data (Point Data)

2.1 Landfill Sites

Are there any operational or non-operational landfill sites within 500m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Environment Agency Active Landfill Sites

Database searched and no data found.

Environment Agency Historic Landfill Sites

The following records are represented as points and polygons on the Landfill and Waste Sites map. Only points or polygons within 500m of the property are detailed.

ID	Distance [m]	Direction		Details	
1B	13.0	NE	Site Address: Turnlee Road, Glossop, Derbyshire Waste Licence: - Site Reference: - Waste Type: - Regis Reference: -	Licence Issue: Licence Surrendered: Licence Holder Address: -	First Input: - Last Input: -

British Geological Survey / DoE Landfill Site Survey

Database searched and no data found.

Landmark Landfill Data

Database searched and no data found.

2.2 GroundSure Local Authority Landfill Sites Data

Are there any additional Local Authority landfill sites records within 500m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance:These findings are not of concern. No further action is recommended.

The following records are represented as points or polygons on the Landfill and Waste Sites map. Only points within 500m of the property are detailed.

ID	Distance [m]	Direction	Site Address	Source	Data Type
5B	6.0	N	Refuse Tip	1968 mapping	Polygon
6B	9.0	NE	Refuse Tip	1994 mapping	Polygon

2.3 Waste Sites

Are there any operational or non-operational waste treatment, transfer or disposal sites within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

2.4 Environment Agency Licensed Waste Sites

Are there any Environment Agency Licensed Waste Sites within 500m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Landfill and Waste Sites map. Only points within 500m of the property are detailed.

ID	Distance [m]	Direction	Address	Type	Size	Status
2A	337.0	N	Unit 4, Charlestown Work, Charlestown, Glossop, Derbyshire, SK13 8LJ	Vehicle depollution facility	Small	Issued
3A	337.0	N	Charleston Works, Charleston Road, Glossop, Derbyshire, SK13 8LD	ELV Facility	Small	Expired
4A	340.0	N	Charlestown Road, Glossop, Derbyshire	Metal Recycling Site (Vehicle Dismantler)	Small	Revoked

Detailed Findings

3. Industrial Sites and Processes



Industrial Sites & Processes Legend

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- Site Centre
- Search Buffers (m): 250, 500
- Potentially Contaminative Industrial Sites
- Petrol & Fuel Sites
- Part A Processes
- Part A(2) and Part B Authorisations
- Radioactive Consents (Lower Risk)
- Discharge Consents
- Red List Discharge Consents
- Water Industry Referrals
- Dangerous Substances (List 1)
- Dangerous Substances (List 2)
- COMAH / NIHHS Sites
- Hazardous Substance Consents
- Sites Determined as Contaminated Land
- Recorded Pollution Incident
- Underground Pipelines

3.1 Potentially Contaminative Industrial Sites

Are there any potentially contaminative industrial sites within 250m of the search centre? **Yes**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

The following records are represented as points on the Industrial Sites and Processes map.

ID	Distance [m]	Direction	Company	Address	Activity	Category
1	78.0	NE	Refuse Tip	SK13	Refuse Disposal Facilities	Infrastructure and Facilities

3.2 Petrol and Fuel Sites

Are there any petrol and fuel sites within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.3 Part A(1) Authorised Processes

Are there any Part A(1) Authorised Processes within 500m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.4 Part A(2) and Part B Authorised Processes and Enforcements

Are there any Part A(2) and Part B Authorised Processes and Enforcements within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.5 Radioactive Substance Authorisations

Are there any radioactive substance authorisations within 500m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.6 Licensed Discharge Consents

Are there any licensed discharge consents within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.7 Dangerous Substance Inventory

Are there any dangerous substance inventory sites within 500m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.8 Dangerous or Hazardous Sites

Are there any COMAH & NIHHS sites within 500m of the search centre? **No**

Risk Assessment **Passed**

3.9 Hazardous Substance Consents and Enforcements

Are there any Hazardous Substance Consents or Enforcements within 500m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.10 Sites Determined as Contaminated Land under Part IIA EPA 1990

Does the Local Authority hold information under Section 78R of the Environmental Protection Act 1990 for any sites within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.11 Environment Agency Recorded Pollution Incidents

Are there any Environment Agency recorded pollution incidents within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: GroundSure has searched this database and no data was found. No further action is recommended.

3.12 Underground High Pressure Oil and Gas Pipelines

Are there any underground high pressure oil and gas pipelines within 250m of the search centre? **No**

Risk Assessment **Passed**

Guidance: These findings are not of concern. No further action is recommended.

Detailed Findings

4. Environmental Setting

4.1 Designated Sites

Presence of sites of ecological value within 250m of the study site? **Yes**

Guidance:None required.

Records of Sites of Special Scientific Interest (SSSI) within 250m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 250m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 250m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 250m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 250m of the study site: **0**

Database searched and no data found.

Records of World Heritage Sites within 250m of the study site: **0**

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB)/National Scenic Areas within 250m of the study site: **0**

Database searched and no data found.

Records of National Parks (NP) within 250m of the study site: **1**

The following National Park (NP) records are provided by Natural England, the Countryside Council for Wales and Scottish Natural Heritage.

Distance [m]	Direction	NP Name	Data Source
223.0	S	Peak District	Natural England

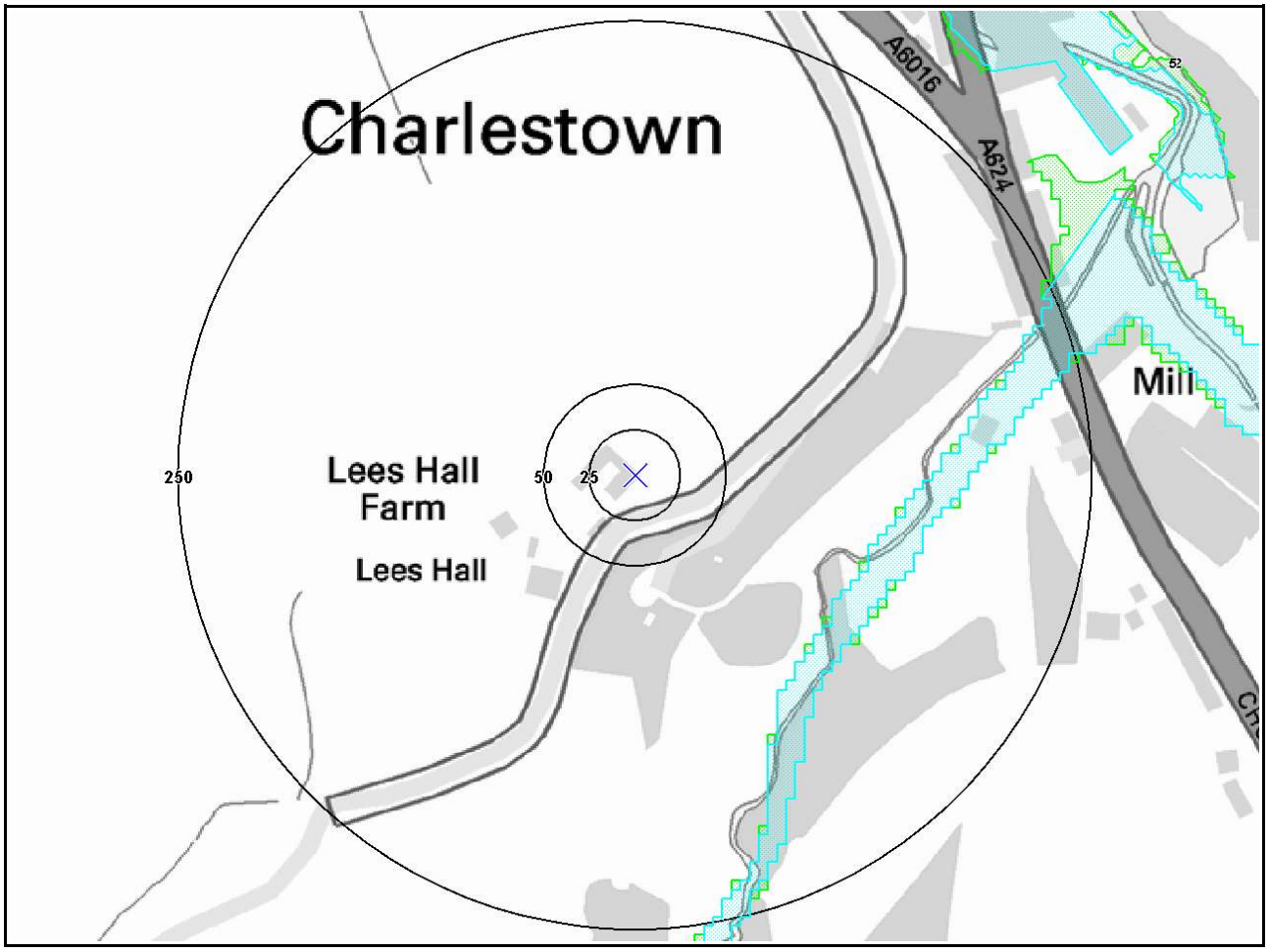
Detailed Findings

5. Natural Hazards – River and Tidal Flood Map

NW N NE

W E

SW S SE



River and Tidal Flood Risk Legend

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Search Centre

100
250
Search Buffers (m)

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

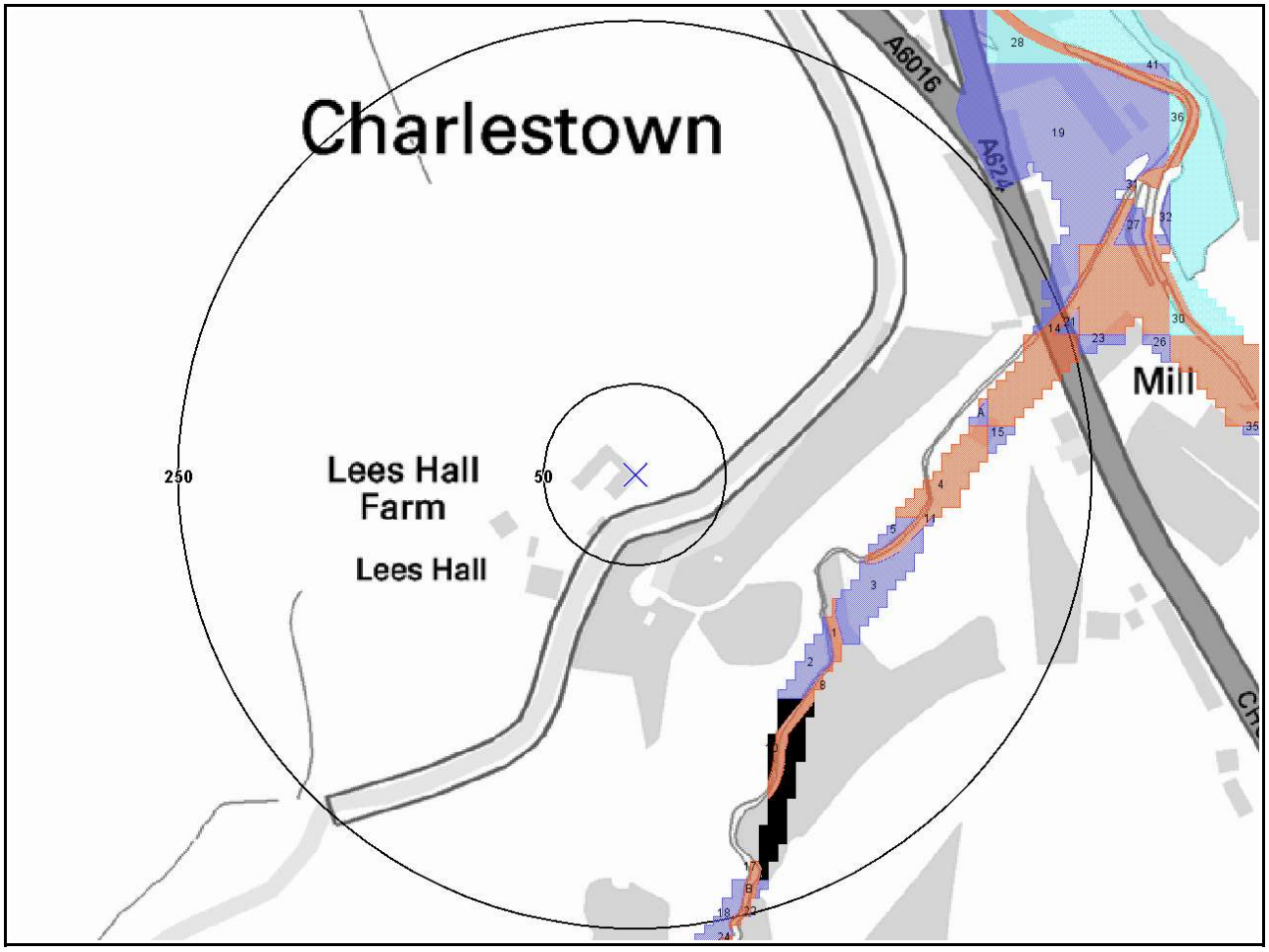
Flood Defences

Environment Agency NaFRA Map

NW N NE

W E

SW S SE



NaFRA 2008 Flood Legend

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Site Outline

125
250
Search Buffers (m)

No Result

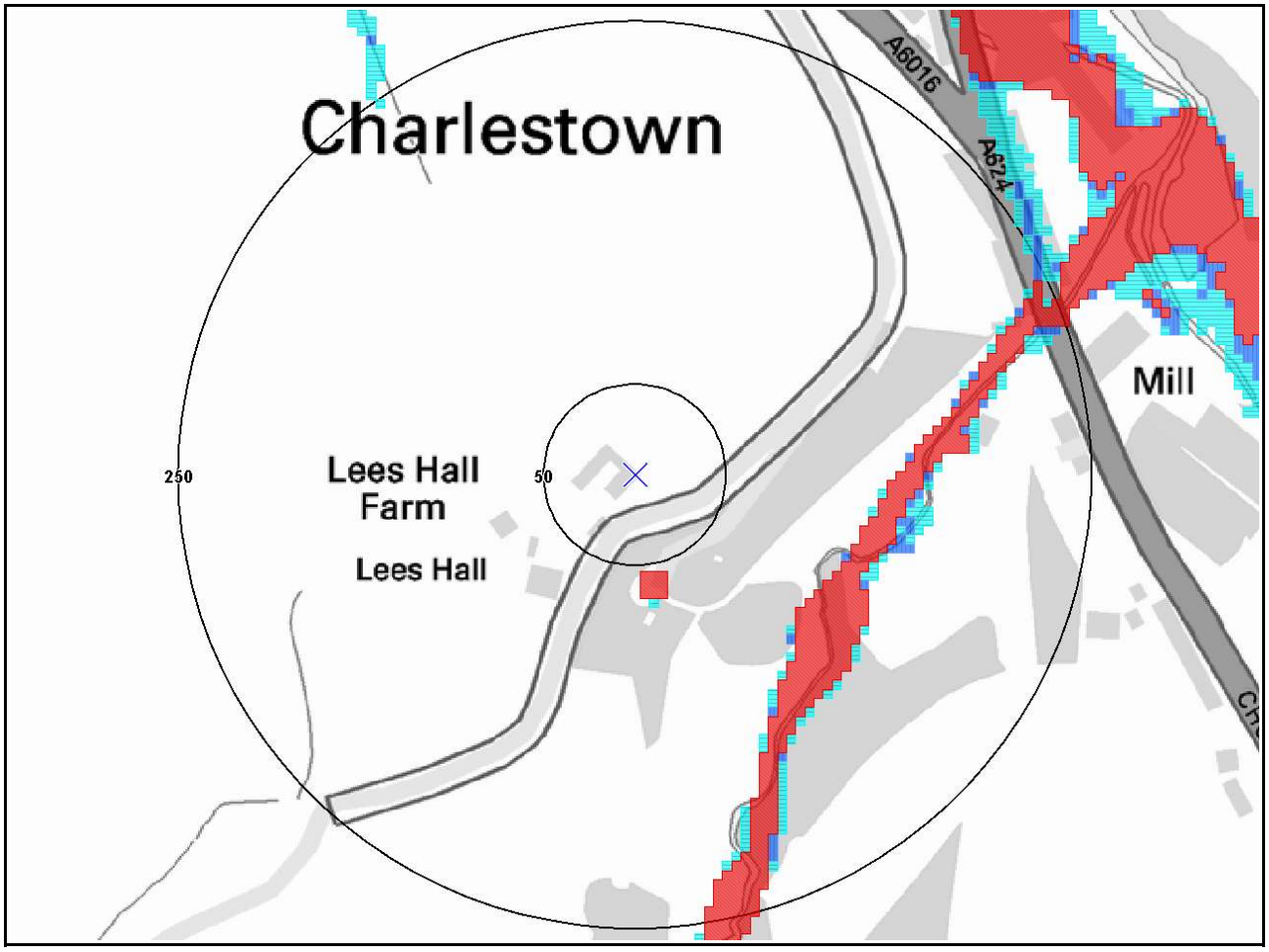
Low

Moderate

Significant

JBA Surface Water (Pluvial) Flood Map

NW N NE



W E

SW S SE

JBA Surface Water Flood Legend

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5.1 Summary of Environment Agency Flood Risk

Is the centre of the study site located within a Flood Zone?	**No**
Is there a Flood Zone within 25m of the centre of the study site?	**No**
Is there a Flood Zone within 50m of the centre of the study site?	**No**
What is the maximum NaFRA rating identified within 25m of the centre of the property?	**Negligible**
Is the centre of the property within 25m of an Environment Agency recorded flooding event?	**No**

5.2 Zone 2 Flooding

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

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain? **Yes**

The following floodplain records are represented as green shading on the River and Tidal Flood Risk Map:

ID	Distance [m]	Direction	Update	Type
1A	128.0	SE	01-Nov-2011	Zone 2 - (Fluvial Models)

5.3 Zone 3 Flooding

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

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain? **Yes**

The following floodplain records are represented as blue shading on the River and Tidal Flood Risk Map:

ID	Distance [m]	Direction	Update	Type
4A	128.0	SE	01-Nov-2011	Zone 3 - (Fluvial Models)

5.4 Areas Benefiting from Flood Defences

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

5.5 Areas Used for Flood Storage

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

5.6 Flood Defences

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

5.7 National Flood Risk Assessment (NaFRA)

What is the highest risk of flooding on or within 25m of the centre of the study site? **Negligible**

5.8 Historic Flood Outlines

Has the site been subject to historic flooding as recorded by the Environment Agency?

No

This database shows the individual footprint of every flood event recorded by the Environment Agency and previous bodies. Absence of a historic flood event outline does not mean the site has never flooded, and a record of a flood event at the site does not necessarily mean that the site will flood again.

5.9 JBA Surface (Pluvial) Water Flooding

Surface Water (pluvial) flooding is defined as flooding caused by rainfall-generated overland flow before the runoff enters a watercourse or sewer. In such events, sewerage and drainage systems and surface watercourses may be entirely overwhelmed.

Surface Water (pluvial) flooding will usually be a result of extreme rainfall events, though may also occur when lesser amounts of rain falls on land which has low permeability and/or is already saturated, frozen or developed. In such cases overland flow and 'ponding' in topographical depressions may occur.

What is the risk of pluvial flooding at the study site? **Negligible**

Guidance: No guidance required.

5.10 Natural Ground Subsidence

What is the potential for natural ground subsidence* within the search area? **Negligible - Very Low**

Guidance

The natural ground subsidence rating is obtained through the evaluation of six natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS). These datasets indicate the hazard posed by the occurrence of: Swell-Shrink Clay, Landslide, Compressible Ground, Collapsible Ground, Dissolution of Soluble Rocks and Running Sand. Many factors may contribute to ground subsidence problems. For instance, significant problems can arise in conurbations underlain by clay rich bedrock, such as over clay strata in the South East of England, or South Wales. Whilst surveyors are normally aware of local problem areas, data provided by the BGS can highlight areas where a significant potential for natural ground subsidence exists and which may need particular consideration.

Where negligible - very low potential is indicated, this means that you need take no further action in relation to natural ground subsidence in this area.
*The term "Subsidence" refers to ground movement that could cause damage to foundations in domestic or other properties.

5.11 Radon Affected Areas

Is the property in a radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? The property is in a Radon Affected Area, as between 1 and 3% of properties are above the Action Level

5.12 Radon Protective Measures

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

No radon protective measures are necessary

Combined Radon Guidance

Radon is a colourless, odourless radioactive gas which is present in all areas of the United Kingdom, usually at levels that pose a negligible risk to homebuyers. However, in some areas levels of radon are much higher than in others, and in these cases it can pose a health risk. The data supplied by the Health Protection Agency (HPA) and the British Geological Survey (BGS) is not able to determine exact Radon levels, as this information can only be obtained through site-specific, in-situ testing. As 1-3% of properties in the area may be radon affected the HPA recommend carrying out a site-specific radon assessment. This costs £49.80 including VAT and the results are confidential to the client. Please contact the HPA (01235 831 600) for further information and advice.

If planning on building an extension or a new build property, no radon protection measures are required.

Detailed Findings

6. Mining

6.1 Coal Authority Coal Mining Records

Is the property within an area which may be affected by past, present or proposed underground coal mining? **No**

Guidance: The study site is not located in an area which is affected by surface or sub-surface coal mining as identified by the Coal Authority. No further action is recommended.

6.2 Shallow Mining

What is the potential for ground subsidence relating to shallow mining within the search area? Negligible

Guidance: Where negligible potential is indicated, this means that the rocks underlying the area are not likely to have been mined at shallow depth.

6.3 Mining Cavities

Is the site located in an area of mining cavities? **No**

Guidance: This risk rating is obtained from the mining cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.4 Natural Cavities

Is the site located in an area of natural cavities? **No**

Guidance: This risk rating is obtained from the natural cavities dataset, which is supplied and digitally combined by Peter Brett Associates. There are no records within 250m of the site.

6.5 Historical Mining Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Mining features within 500m of the centre of the study site? **No**

Guidance: No further action required.

6.6 Historical Underground Workings Features from Detailed Mapping

The systematic analysis of data extracted from standard 1:10,560 and 1:10,000 scale historical maps provides the following information.

Are there any Historical Underground Working Features within 250m of the centre of the study site? No

Guidance: No further action required.

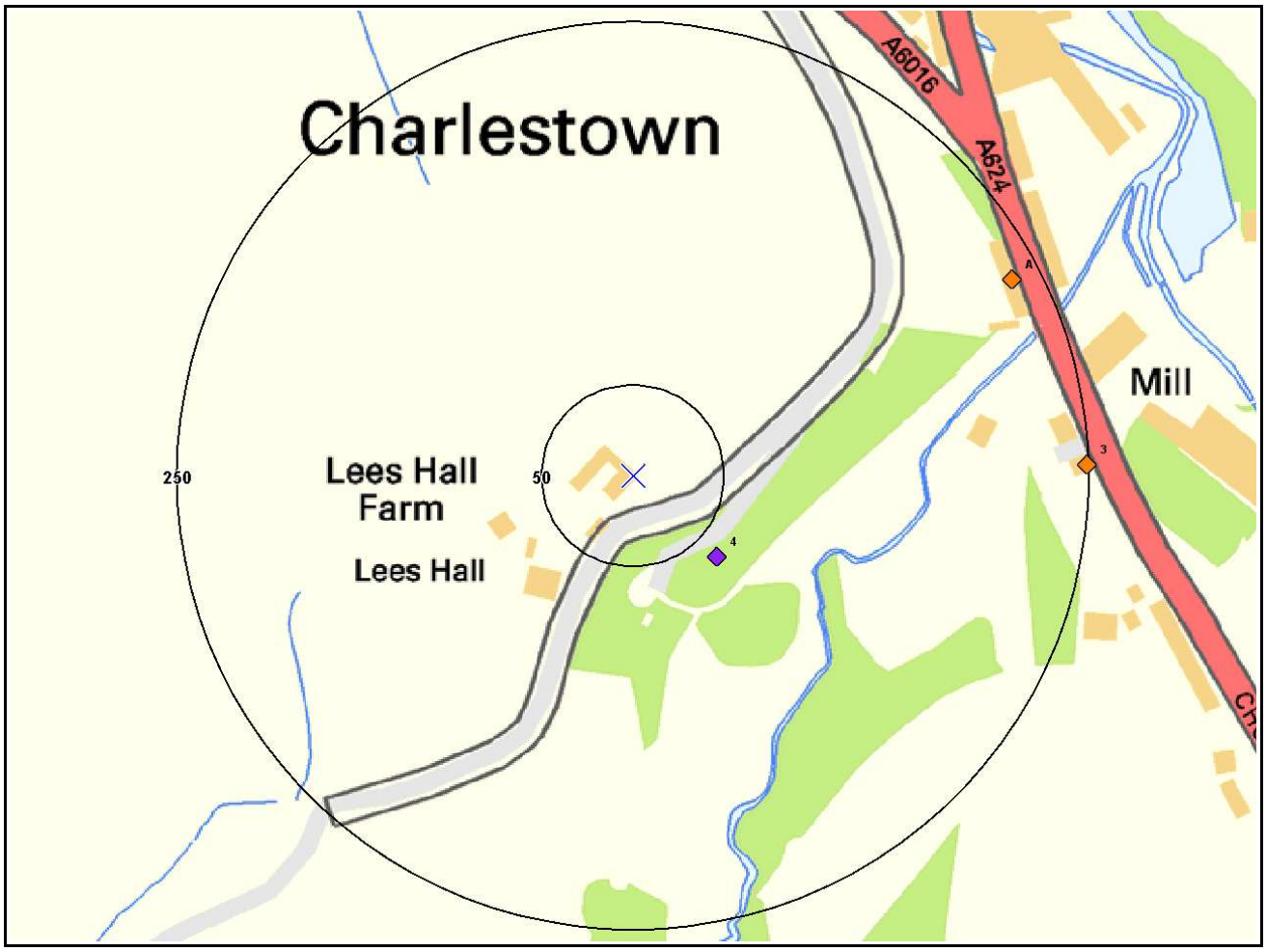
7. Additional Information

7.1 Pylons and Electricity Transmission Lines

Have any overhead transmission lines been identified within 500m of the study site ? **No**

Guidance:Please be aware that the findings contained within overhead power transmission lines relates to Ordnance Survey Point X data, which identifies points along the transmission network.The exact location of the pylons cannot be identified and it is possible that some features within the search area may not appear in the report.

8.Planning Applications & Mobile Masts Map



Planning Applications and Mobile Masts Legend

Enabled by Ordnance Survey

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Site Centre

50
250
Search Buffers (metres)

House Extension Planning Application

Project Planning Application

Mobile Phone Transmitter

Telecommunications Mast

8. Planning Applications & Mobile Masts Data

8.1 Planning Applications - House Extensions

The following records have been found within 250m of this search. Those within and around a 250m buffer are represented as points on the Planning Applications & Mobile Masts map:

ID	Distance [m]	Direction	Address	Application Reference	Application Date	Category	Accuracy	Status
1A	234.0	NE	38 Charlestown, Glossop, Derbyshire, SK13 8LF	HPK/2006/0368	09/05/2006	Porch	House Extn (Exact)	Detailed Planning Granted
2A	234.0	NE	38 Charlestown, Glossop, Derbyshire, SK13 8LF	HPK/2006/0016	10/01/2006	House (Extension)	House Extn (Exact)	Detailed Planning Submitted
3	249.0	E	Hillside Farm, Chunal, Glossop, Derbyshire, SK13 6JY	NP/HPK/0509/0385	06/05/2009	House	House Extn (Proximity)	Detailed Planning Granted

8.2 Planning Applications - Projects

The following records within 250m have been found within this search. For more information on these applications please see the Additional Information – Projects section below.

ID	Distance [m]		
4	64.0	Telecommunications Application Ref: DET/2005/0007 Application Date: 21/04/2005 Accuracy: Projects (Exact) Status: Detailed Planning Granted	Address: Turnlee Quarry, Turnlee Road, Glossop, Derbyshire, SK13 6JT Description: - Comments: An application (ref: DET/2005/0007) for Detailed Planning permission was granted by High Peak B.C. on 26th May 2005.

8.3 Mobile Transmitter Locations

Database searched and no data found.

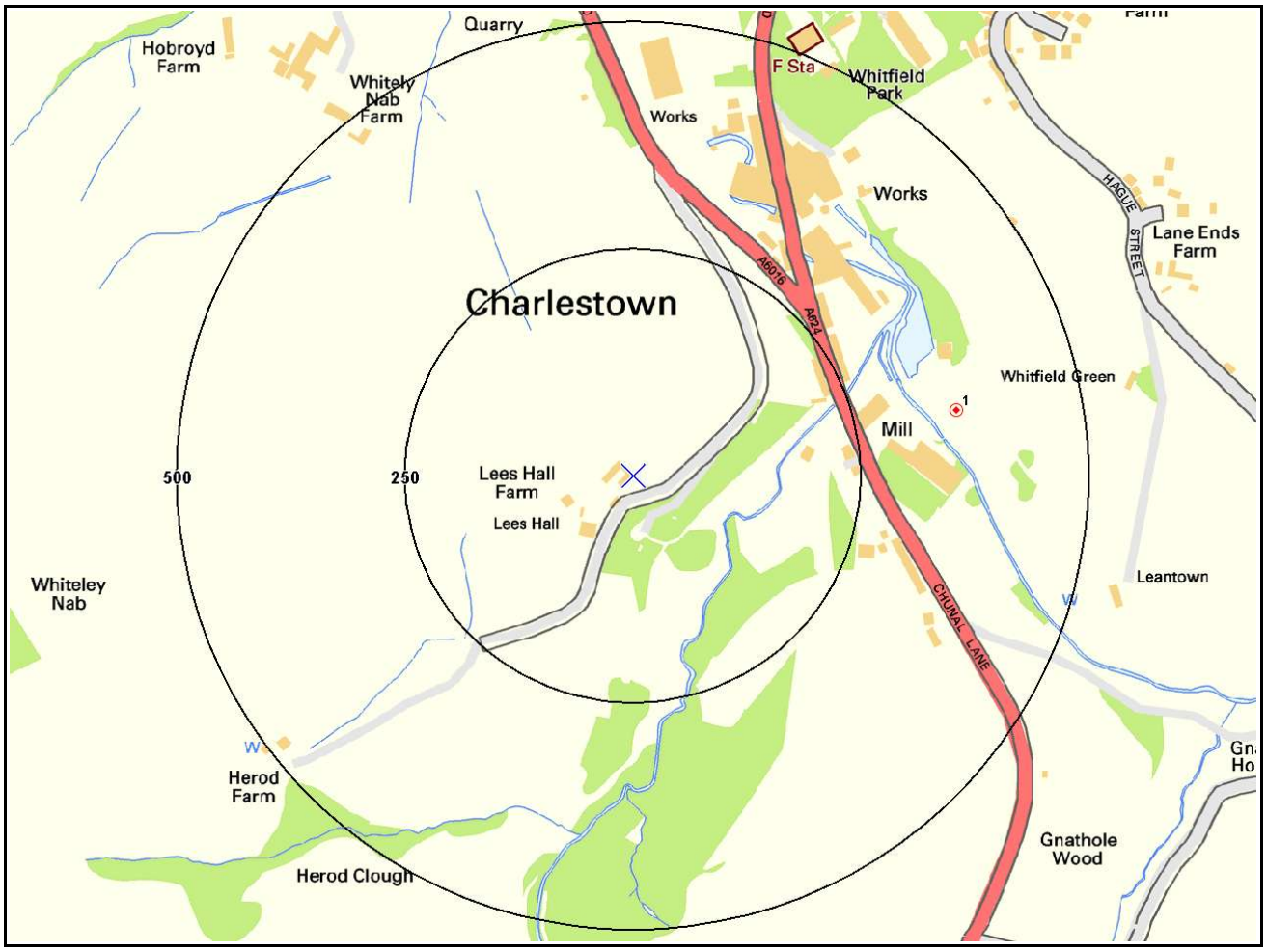
8.4 Existing and potential OfCom Telecommunication Mast Locations

OfCom telecommunication base station and mast data, which details the height and location of all masts over 30 metres height or with a power level exceeding 17dBW.

Database searched and no data found.

9. Local Information Map

NW N NE



W E

SW S SE

Local Information Legend

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- Site Centre
- Search Buffers (metres) 250 500
- Farming
- Animal Welfare
- Entertainment
- Sport & Fitness

9. Local Information Data

9.1 Farming

Database of Animal breeders, Bee Keepers and Poultry farming searched and no data found within 500m.

9.2 Entertainment

Database of Amusement Arcades, Bingo Halls, Theatre and Concert Halls, Casinos, Cinemas, Social Clubs and Conference Centres searched and no data found within 250m.

9.3 Sport and Fitness

The following records within 500m have been found within this search. Those within and around a 250m buffer are represented as points on the Local Information map.

ID	Distance [m]	Direction	Class	Description	Address
1	362.0	E	Tennis Facilities	Tennis Court	SK13

9.4 Animal Welfare

Database of Kennels And Catteries, Animal Grooming, Dog Training, Veterinarians, Pet Cemeteries and Equestrian Centres searched and no data found within 250m.

9.5 Accommodation

Database of Campsites, Hotels and Hostels searched and no data found within 250m.

9.6 Eating and Drinking

Database searched and no data found within 150m.

There are **0** Eating and Drinking establishments within 150m of this search.

9.7 Attractions

Database of Zoos, Theme Parks and Viewpoints searched and no data found within 1000m.

9.8 Historical and Cultural

The following records within 1000m have been found within this search of Archaeological Sites and Historic Structures. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
893.0	N	Historic and Ceremonial Structures	Lych Gate	SK13

9.9 Retail

Database of Butchers, Bakers, Fishmongers, Grocers, Supermarkets, Markets, Shopping Centres and Storage searched and no data found within 250m.

9.10 Vehicle Services

Database of New and Second-hand Vehicles and Vehicle Auctions searched and no data found within 250m.

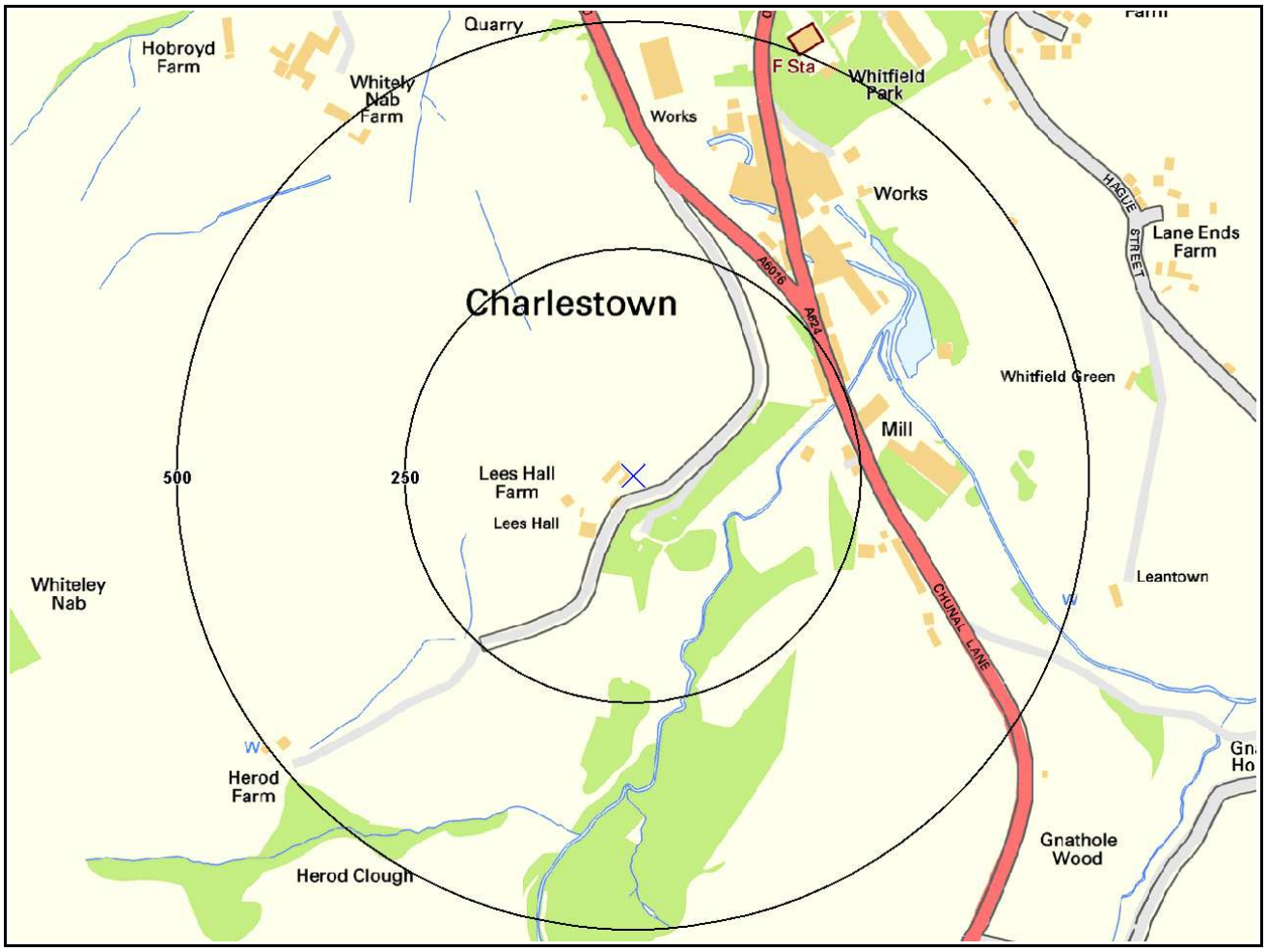
9.11 Cash Machines

Database searched and no data found within 250m.

9.12 Nightclubs

Database searched and no data found within 250m.

10. Local Infrastructure Map



Local Infrastructure Legend

Enabled by Ordnance Survey

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- Site Centre
- Search Buffers (metres) — 250 — 500
- Emergency Services
- Playgrounds & Picnic Areas
- Transport

10.Local Infrastructure Data

10.1 Emergency Services

Database searched and no data found within 250m.

10.2 Playgrounds and Picnic Areas

Database searched and no data found within 500m.

10.3 Transport

Database of transport related features searched and no data found within 500m.

10.4 Prisons

Database searched and no data found within 1000m.

10.5 Utilities

The following records within 250m have been found within this search of Electrical Features, Sewage & Refuse Disposal Facilities and Water Pumping Stations. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
78.0	NE	Refuse Disposal Facilities	Refuse Tip	SK13

10.6 Public Facilities

Database of Allotments, Cemeteries and Crematoria, Community Centres, Libraries, Public Toilets and Post Offices searched and no data found within 250m.

10.7 Hospitals

Database searched and no data found within 2000m.

10.8 Watercourse Features

The following records within 500m have been found within this search of Moorings, Locks, Weirs, Sluices and Dams. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
315.0	NE	Weirs, Sluices and Dams	Weir	SK13
324.0	NE	Weirs, Sluices and Dams	Sluice	SK13
347.0	NE	Weirs, Sluices and Dams	Sluice	SK13
386.0	NE	Weirs, Sluices and Dams	Sluice	SK13

10.9 Recycling Services

The following records within 500m have been found within this search. These records are not displayed on mapping.

Distance [m]	Direction	Class	Description	Address
328.0	N	Vehicle Breakers	Farrars Car Breakers	Unit 4 Charlestown Works, Charlestown, Glossop, SK13 8LJ

11. Guide to Our Professional Assessment

Introduction

This report is designed for residential conveyancers and their clients and satisfies standard environmental due diligence enquiries, recommended by the Law Society. This information is not always covered by Standard Con 29 Enquiries made to Local Authorities.

Purpose of this Assessment

As part of this report GroundSure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part IIA of the Environmental Protection Act 1990. This assessment is based on the following data:

1. Historical land use (compiled from 1:10,000 & 1:10:560 maps)
2. Historical land use (compiled from 1:2,500) - London and Bristol Only
3. Additional Information Historical land use (compiled from 1:1,250 & 1:2,500 maps) – for selected areas.
4. Landfill and waste transfer/treatment or disposal sites (including scrap yards)
5. Current industrial uses (as defined by PointX data)
6. Catalist Petrol Station
7. Part A(1), Part A(2) and Part B Authorisations
8. Control of Major Accident Hazards Sites (COMAH) and Notification of Installations Handling Hazardous Substances (NIHHS)
9. Dangerous Substances Inventory Releases (DSI)
10. Radioactive Substance Authorisations (RAS)
11. Discharge and Red List Discharge Consent
12. Sites Determined as Contaminated Land under Part IIA EPA 1990
13. Environment Agency Recorded Pollution Incidents
14. Historic Military / Ordnance Sites
15. Planning Hazardous Substance Consents

From this information GroundSure provide a statement regarding the likely designation of the property under Part IIA of EPA 1990 and the level of risk associated with the property is either Passed or In Need of Further Assessment. If the site is In Need of Further Assessment it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required. When a site is In Need of Further Assessment then the practitioner may, if required, discuss the case with one of the GroundSure consultants. Where a site is 'In Need of Further Assessment' GroundSure will, on request, attempt to arrange appropriate environmental insurance.

Method Statement

In assessing specific site risk, GroundSure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

Limitations of the Study

This screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for London and Bristol and GroundSure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where no assessment has been made "No Data Available" is presented in the report. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to GroundSure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

Remediation

This report is covered by GroundSure's remediation contribution. For the purpose of this condition, **'Claimant'** shall mean one of: (a) the Beneficiary, (b) the purchaser of the site from the Beneficiary or (c) the funder of (a) or (b) as applicable.

This condition shall apply solely to GroundSure Homebuyers and GroundSure Home Environmental with "Passed" rather than "In Need of Further Assessment" status.

GroundSure may, at its sole discretion without any admission of liability, make a contribution to the Claimant towards the costs of any clean up works required to be carried out under a notice served on a Claimant in respect of a site under Part II (A) Environmental Protection Act 1990 ("Remediation Notice") on the terms of this condition ("Clean up Award").

The Clean up Award: (a) is only available once in respect of a site and to one Claimant only; (b) shall only apply where the site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, a Clean up Award will not be considered in respect of commercial property or to any site being developed or redeveloped whether for residential purposes or otherwise; and (c) shall only apply to contamination or a pollution occurring as at or prior to the date of GroundSure Homebuyers.

The Clean up Award will not be paid in respect of any of the following, including without limitation: (a) asbestos; (b) radioactive contamination arising directly or indirectly from or in connection with ionising radiations or contamination by radioactivity from any nuclear waste or fuel; from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (c) naturally occurring materials or their removal except where such materials are present in excess of their natural concentration; (d) any condition caused by acts of war or an act of terrorism;(e) any condition which is known or ought reasonably to have been known to the Claimant prior to the purchase of GroundSure Homebuyers; (f) non-compliance by the Claimant or any other person with respect to the site with any statute, regulation, byelaws complaint, or notice from any regulatory authority; (g) any property belonging to or in the custody or control of the Claimant which does not form a fixed part of the site or the structure; (h)any losses incurred following a material change in use of, alteration or development of the site; or (i) financial loss in respect of loss of rental, profit, revenue, savings, business or any consequential, indirect or economic loss, damages or expenses, including the cost of temporary accommodation or business interruption.

In the event the Claimant wishes to apply for a Clean up Award, it shall notify GroundSure in writing within 3 months of the date of the Remediation Notice. The Claimant shall comply with all reasonable requirements of GroundSure with regard to the commission and conduct of the clean up works to be carried out under the Remediation Notice. In the event that the Claimant breaches this provision including, without limitation, failing to obtain GroundSure's prior written consent in respect of estimates for such works GroundSure shall not be required to pay a Clean up Award.

GroundSure shall only pay a Clean up Award where a Remediation Notice is served within 36 months of the date of GroundSure Homebuyers. The maximum sum of any Clean up Award shall be £60,000 and shall be paid subject to the Claimant having paid to GroundSure an excess in respect of its claim of £5,000. GroundSure reserves the right at any time to withdraw the offer of payment of a Clean up Award.

The Claimant shall take all reasonable steps to appeal such Remediation Notice and mitigate any costs incurred in connection with the remediation works required under the terms of any Remediation Notice. GroundSure reserves the right to withhold or reduce the amount of its Clean up Award in the event of a breach of this condition or an appeal is still active.

11.Contact Details

TM Group
Telephone: 0844 249 9200
Helpdesk@tmgroup.co.uk

Environment Agency
Tel: 08708 506 506
East
Trentside Office - Scarrington Road, West Bridgford, Nottingham, NG2 5FA
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Local Authority - High Peak Borough Council. Address:
Council Offices, Hayfield Road, Chapel-en-le-Frith, SK23 0QJ. Web: www.highpeak.gov.uk. Tel: 0845 129 7777
Tel:

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

JBA Consulting
South Barn,
Broughton Hall,
Skipton
BD23 3AE
01756 799919

Health Protection Agency
CRCE, RPD
Chilton, Didcot, Oxon, OX11 0RQ
Tel: 01235 822622 (www.hpa.org.uk/radiation)

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

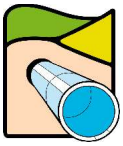
Ordnance Survey
Romsey Road, Southampton SO16 4GU
Tel: 08456 050505

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

CoPSO
29 Harley Street, London W1G 9QR
Tel: 020 7927 6836
(www.copso.org.uk)

Linewatch
FisherGerman LLP
Pipeline Office
New Road
Hardley, Hythe
SOUTHAMPTON
SO45 3NW

Tel: (02380) 883150
Fax: (02380) 883155



This report is produced by GroundSure Ltd, whose correspondence address is Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: info@groundsure.com). GroundSure's registered address is Greater London House, Hampstead Road, London NW1 7EJ. Registration Number: 3421028. VAT Number 486 4004 42.
Acknowledgements

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Search Code

Important Consumer Protection Information
This report is produced by GroundSure Ltd, of Lees House, 21 Dyke Road, Brighton, BN1 3FE (Tel: 08444 159 000, Fax: 01273 763569, Email: info@groundsure.com). GroundSure are committed to providing market leading environmental reports. GroundSure is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles
Search providers which subscribe to the Code will:

- Display the 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 all search services comply with the law, registration rules and standards.
- 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 he finds 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
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

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

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"Commercial"means any building which is not Residential.

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

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

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

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

"Client" means the party that submits an Orderor Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

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

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

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

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

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

(iii) not create any product or report which is derived directly or indirectly from the data contained in the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
(iv) not combine the Services with or incorporate such Services into any other information data or service; and
(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.6(v) where such reformatting is in the normal course of providing advice based upon the Services),
in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.
6.7 The Client and/or Beneficiary shall and shall procure that any party to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.
7.2 Save as otherwise set out in these conditions, any information provided by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.
7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.
7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.
7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.
7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.
7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.
7.8 Subject to the provisions of clause 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.
7.9 Subject to the provisions of clause 7.1 and irrespective of whether multiple parties make use of the same Services the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £10 million per claim or series of connected claims,
7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.
7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them.
7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.
7.13 Subject to clause 7.1, GroundSure shall not be liable to the Client, the Beneficiary or any third party in contract, tort (including, without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of any loss of profits, goodwill, revenue or opportunity, or any indirect or consequential loss (even if such loss was reasonably foreseeable).
7.14 GroundSure undertakes for the duration of the liability periods referred to in clauses 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities under this Contract. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8 GroundSure right to suspend or terminate

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

9. Client's Right to Terminate and Suspend

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

10 Consequences of Withdrawal, Termination or Suspension

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

11 General

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

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