
APPENDIX C

Commission

30156/B/002P/aja

15th August 2017

Mr Steve Garth
Engineering Manager
Barratt Homes Manchester
4 Brindley Road
City Park
Manchester
M16 9HQ

Dear Steve

**Land At Burlow Road, Buxton, Derbyshire
Proposal for Supplementary Geoenvironmental Appraisal**

SITE B ('Southern' Site)

Further to your emailed enquiry of the 9th August, we are pleased to present our proposal for carrying out a supplementary geo-environmental ground investigation at the above site.

The proposed development site comprises two separate parcels of land. This proposal presents our outline scope of works for undertaking a supplementary Geoenvironmental Appraisal on **'Site B' (also known as the 'Southern' Site)**. Our proposal for undertaking supplementary ground investigation works in Site A (the 'Northern' Site) is presented in our proposal letter ref: 30156/A/001P/aja dated 15th August 2017.

The Site

We carried out a brief site inspection on the 11th August 2017.

The site is located off Burlow Road and Hillhead Lane, Buxton and covers an area of approximately 5.5 hectares. The site currently exists as an irregular-shaped area of open pasture (partially grazed by cattle) with isolated trees. No buildings are present on site, with the exception of a small stone agricultural barn-type structure within the central part of the site. A Severn Trent Water Pumping Station is located in the east of the site which is fed by a 225mm diameter foul sewer which crosses the site from nearby housing.

The site possesses a significant surface gradient with ground levels falling from ca. 358 in the west to 338mAOD in the east. Land to the south of the proposed development site rises to levels in excess of 370mAOD possessing exposures of limestone bedrock.

We have been provided with the following information:

- Barratt Homes. Sketch Feasibility Development Layout Plan Ref. 1483/SK01 dated 20.07.17
- Barratt Homes. Annotated Drainage Appraisal Sketch dated 25.07.17
- Barratt Homes. Annotated Ground Appraisal Sketch dated 25.07.17
- Barratt Homes. Retaining Wall Appraisal Sketch dated 25.7.17
- Survey Systems Limited. Topographical Survey ref. SSL:10246A:200 dated July 2013.

- GRM Development Solutions Limited. *"Land off Burlow Road, Harpur Hill, Buxton. Site Appraisal for Harpur Homes"*. Report No. GRM/P6222/COMB.1A, August 2014

The indicative development layout shows that 132 house plots are proposed to be developed with associated private gardens and adoptable roads and sewers. Parts of the western part of the site are indicatively shown to possess areas of public open space. A surface water attenuation pond is indicatively proposed to be located in the eastern part of the site (near to the pumping station) where ground levels are at their lowest

Review of Existing Information

Phase 1 Desk Study

The 2014 Site Appraisal Report prepared by GRM Development Solutions Limited (GRM) contains a Phase 1 desk study for both the site, and the nearby 'Site A'/'Northern' development site.

The Desk Study indicates that the site has remained in agricultural use since the before the mid 18th Century, although an isolated farm building (with pond) would appear to have existed in the north of the site and a rectangular filter bed structure existed in the east of the site near to the existing pumping station.

Geological maps show that drift strata are largely absent from beneath the site and the site is directly underlain by Carboniferous rocks of the Bee Low Limestone Formation. These thickly bedded and well jointed rocks are locally exposed on land to the south and west of the site and are locally quarried to the south of the site. The GRM report indicates that the local geology could give rise to karstic features such as sinkholes and caves, however, the BGS consider there to be only a low to moderate risk of ground dissolution related stability hazards being present in this area.

The site is understood to be located within a Groundwater Source Protection Zone 1 (inner zone) relating to the Buxton Water (potable mineral water) abstraction.

The site is located in an area where full radon gas protection measures will be required (BRE Report 211, 2015).

Although limestone quarrying is extensive in the area, historical map records do not show the presence of any former quarries having been present within the site, although the presence of un-mapped shallow limestone extractions could be present and a possible small and shallow limestone quarry may have been present on land to the south.

There are no surface water courses in the vicinity of the site and the site is located in a Flood Zone 1 area (not prone to surface water flooding)

Phase 2 Ground Investigation

The 2014 GRM report contains the findings of an 'exploratory' ground investigation that was undertaken by GRM in 2006. This investigation comprised the following exploratory holes located across the site:

- 5 No. trial pits for in situ soakaway tests (STP01-STP05)
- 21 No. Mechanically excavated trial pits (TP01-TP20 & TP16A)
- 3 No. hand excavated trial pits (HP1-HP3)

Made ground materials were encountered in TP19 and TP20 to 0.2 and 0.6mbgl comprising reworked topsoil with entrained ash, clinker and metal. TP16A encountered disturbed soils associated with a sewer pipeline.

Natural topsoil was encountered across the site to nominal 0.25m depth that was underlain by a weathered horizon of Bee Low Limestone comprising typically firm sandy clay with gravel and cobbles of limestone. Solid partially weathered limestone strata were typically encountered at depths of 0.7-1.65m.

Only 4 samples of soils were selected by GRM for chemical testing and one sample for leachability testing. The localised made ground in TP19 and TP20 was noted to possess significantly elevated concentrations of arsenic, cadmium, lead, zinc and PAHs. The topsoil was noted to be uncontaminated (2 samples).

Initial gas monitoring was performed by GRM using temporary standpipes installed into backfilled trial pits. GRM recognised that this type of installation is no longer considered a suitable method for the measurement of ground gases but was undertaken to provide an initial appraisal of ground gas. No methane was detected during the 2 monitoring visits undertaken, although carbon dioxide at concentrations up to 6.8%v/v was detected. Gas protection measures confirming to CS2/Amber 1 were recommended, albeit that the site will require 'Full' radon gas protection measures that would equate to 'Amber 2' NHBC gas protection measures.

Geotechnical testing undertaken by GRM comprised 9 samples for Atterberg limit determination as well as pH and sulphate tests. The weathered limestone strata was assessed to possess low to medium shrinkability potential.

The foundation solution recommended by GRM was for strip/trench fill foundations. These could potentially utilise the firm weathered (soil) limestone as founding strata, although it would be prudent to utilise the competent limestone solid strata as founding strata to avoid the potential for differential settlement.

Comments on Provided Information

The GRM desk study is considered to be reasonably thorough although the environmental searches carried out are now considered rather out of date (2006).

The overall scope of the 2006 GRM ground investigation is considered suitable given the nature of the study site and the 'exploratory' nature of the investigation required to be carried out. However, we consider that the following additional works will be required to be carried out to expand upon the findings of the GRM investigation:

- Additional trial pitting across the proposed development area to confirm ground conditions and, in particular, the depth to competent rock head to inform potential foundation zoning.
- Undertake additional chemical testing on topsoil and natural strata to further assess the suitability of these materials for reuse on, or off, site.
- Delineate the area of previously encountered made ground and undertake further chemical analysis of the made ground materials present.
- It is anticipated that given the existing topography of the site, regrading of site levels will be required prior to development. As such, the trial pits should also seek to ascertain the 'excavatability' of the upper limestone solid strata and to obtain representative samples of the weathered (soil) horizons to ascertain their suitability for compaction/re-engineering beneath roads and house plots.
- Undertake additional in situ soakaway tests in the area of the proposed attenuation pond to further determine the soil infiltration rate of the natural weathered and partially weathered limestone to enable an appropriate SUDS drainage strategy to be designed. The existing soakaway tests performed by GRM suggest that the soil infiltration within the in situ limestone rock is high and that soakaways would, at this stage be considered viable.



With respect to gas monitoring, the existing gas monitoring information is considered inadequate given that the monitoring was carried out in temporary standpipes installed within trial pits, consisted of only 2 monitoring visits over a 1 month duration. However, we have consulted with Mr Matthew Rhodes, Contaminated Land Officer at High Peak Borough Council to discuss the requirement for further gas monitoring at the site.

In view of the fact that the site has previously been determined to contain no specific sources of ground gas (i.e. areas of infilling), and that proposed properties will require Full radon gas protection measures, Mr Rhodes considered that additional gas monitoring would **not** be required at this site.

Our site investigation proposal allows for the following works:

Preliminary Investigation ('Phase 1' Desk Study):

The 2014 GRM report presents the findings of a previous Phase 1 Desk Study, although these findings are additionally reported alongside those for the nearby 'Site A' ('Northern' Site).

We consider that it would be prudent, for clarity purposes, to re-present the Phase 1 Desk Study findings for Site B within a stand alone report (together with the findings of the previous and proposed supplementary investigation works) with more up-to-date search information.

The purpose of the desk study would be to assess/clarify the environmental setting and landuse history of the site and to prepare a '*Conceptual Site Model*' with respect to establishing potential pollution linkages (in accordance with Environment Agency/DEFRA Publication CLR11 '*Model Procedures for the Assessment of Contaminated Land*'). In so doing we would prepare a series of new drawings which would show the location of historical site features and the distribution of made ground materials previously encountered during the 2006 GRM investigation

The findings of the (represented) desk study and presentation of the Conceptual Site Model would be presented within our final ground investigation report.

Supplementary Ground Investigation ('Phase 2')

Fieldwork:

At this stage we have allowed for programme of trial pitting to be undertaken across the whole of the proposed development footprint over two days.

The trial pits will be excavated by means of a JCB 3CX type wheeled excavator or tracked excavator to maximum depths of between 3.0 and 3.5m below ground level (where possible). Based on a sampling grid of ca 50m, we would anticipate that approximately 20-22 trial pits could be excavated across the site. In addition, trial pits would additionally be excavated to specifically target the following areas:

- Previously noted areas of made ground
- Former building footprints

The trial pits would be logged at ground level by 'in house' experienced geoenvironmental engineers from ALM Consult Limited who would additionally obtain representative soil samples and undertake in situ hand vane shear strength tests in cohesive strata.



Upon completion of each trial pit, we will make every effort to compact arisings and 'sweep' them over each pit. However, you should be aware that on completion of the investigation, "graves" of spoil (each about 3m long by 0.8m wide) unsuitable for trafficking, will be left at each trial pit location. We have made allowance for the replacement of topsoil materials at surface, but we have made no allowance for the reinstatement of any tarmac and/or concrete hardstanding. It should also be noted that, given the inclement weather, some disturbance to the ground surface would be inevitable and we will employ all reasonable endeavours to minimise rutting and we will carry out reinstatement that is reasonably practicable within the investigation timescales.

In Situ Testing

We have made allowance for undertaken in situ soakaway tests in the area of the proposed surface water attenuation pond in the east of the site.

These tests would be undertaken within additional trimmed and prepared trial pit excavations in accordance with BRE Digest 365. This will require to utilisation of a JCB type excavator for an additional day and the additional use of a tractor and bowser to permit the delivery of water to the site of each soakaway test pit. Depending of soil infiltration rates, tests will be repeated in each test pit on two to three occasions

On completion of each soakaway test the soil infiltration rate will be calculated by ALM Consult Ltd

Supervision of Fieldworks and Coordinates/Levels of Exploratory Holes

All of the exploratory hole noted above would be supervised by 'in house' experienced geoenvironmental engineers from ALM Consult Limited who will log the strata and coordinate sampling and in situ tests.

The location (coordinates) of each exploratory would be ascertained by means of a hand held GPS devise. The ground level for each exploratory hole would be ascertained by means of translating the exploratory hole coordinates to the provided topographical survey.

Sampling

Representative soil samples of natural and made ground, will be taken during the works. The in situ shear strength of any cohesive soils encountered will be determined by the use of a hand-held shear vane.

The strength of solid strata will be determined by field tests in line with BS5930 Code of Practice for Site Investigation.

Laboratory Testing:

Geotechnical Testing:

We have made allowance for the testing of selected disturbed and bulk soil samples for the following tests at a UKJAS accredited laboratory:

- Atterberg Limits and moisture Content – to confirm pre-existing test results.
- 5 point compaction tests (2.5kg rammer).
- Particle size distribution – to enable assessments of the suitability of materials for compaction.
- CBR tests on recompacted materials at natural moisture content.



Chemical Testing:

We have allowed for testing of near surface natural topsoil, made ground and natural strata for a range of commonly encountered contaminants, comprising pH, metals, sulphates, soil organic matter, speciated PAHs and speciated TPH and VOC/SVOCs, as well as screening for asbestos on selected materials to further assess their suitability for reuse on, or off, site. Note – TPH and VOC/SVOCs will be required by Severn Trent Water to determine the nature of water supply pipework to the proposed development at proposed pipeline depth.

In view of the fact that the site is located within a Groundwater Source Protection Zone I, we have additionally allowed for undertaking 10:1 leachability tests on selected samples of made ground.

Groundwater was not encountered during the 2006 GRM investigation. As such, we would not expect to encounter groundwater and we have made no allowance for the testing of groundwater samples. However, should groundwater be encountered we would recommend that representative samples be obtained for subsequent analysis. Should groundwater analysis be required, we would first contact you to advise you on costs and seek your prior approval.

All chemical laboratory testing will be undertaken by a UKAS/MCerts accredited laboratory.

Reporting & Timescales:

In order to provide you with an initial assessment of the site at the earliest opportunity we will issue a concise **overview** letter report within ca. 3-5 days of fieldwork completion which will contain a summary of ground conditions and draft exploratory hole logs.

On completion of the desk study, fieldwork and laboratory testing a **comprehensive**, factual and interpretative report will be issued that **will consolidate both the findings of the supplementary investigation as well as the previous GRM investigation results**. This will contain detailed engineering records, laboratory test results copies of all relevant desk study findings and drawings of the site. The report will include qualitative risk assessment with respect to both controlled waters and human health.

The report will also provide technically feasible options for redevelopment of the site including consideration of foundation types and treatment of any contamination. Our report will also highlight the depth to rockhead and the nature/strength of the solid strata to assist you in your earthworks appraisal

You should allow up to 2 weeks from receipt of your written instruction to carry out the initial desk study works prior to mobilisation to site. However, in many cases, mobilisation to site could be carried out within 1 week (subject to knowledge of underground services – see below).

Fieldwork would be expected to take 3 days.

Our comprehensive geoenvironmental appraisal report (electronic PDF on CD) will be issued within ca. 4 weeks of fieldwork completion. This timescale is required to enable the geotechnical and chemical tests to be performed.

We have not, at this stage, allowed for the preparation of a Remedial Strategy/Materials Management Plan document – such works would be required to be prepared at a later date.



Fee and Invoicing:

The attached proposal provides a breakdown of the costs associated with this project as outlined above. This breakdown is for information only and the proposal can be regarded as **lump sum** price of **£***** plus VAT**.

We will submit our invoices for this project at the following project milestones.

- *First Invoice* – On completion of the desk study and ground investigation fieldwork and on submission of our 'overview' report (Items A, C, D and E shown on the enclosed cost breakdown)
- *Second Invoice* – On submission of our final report (Items J, K and O shown on the enclosed cost breakdown)

Our invoices are payable within 28 days of the date of each invoice.

Site Access and Underground Services:

We have assumed that access will be permitted by the existing landowner for the purposes of carrying out the ground investigation works. We have assumed that access into the site would be possible from the existing gateway off Hillhead Lane (in the east of the site).

Utility plans are required in order to protect operatives from the hazards associated with striking buried services and avoid potentially substantial disruption\repair costs. We will make every effort not to damage any services (including review of utility plans and use of a CAT detector). We are aware that a large sewer pipeline crosses the northeast of the site and leads to the existing pumping station. We have assumed that copies of water/sewer pipeline plans, as well as all other utility plans relating to underground services within the site will be provided to us by others prior to the commencement of fieldworks.

Terms & Conditions:

The above work will be undertaken in accordance with our Standard Terms and Conditions, a copy of which are enclosed.

At the time of writing, we understand that our report is solely for Barratt Homes' benefit. If, however, at a later date a third party also wishes to rely on the benefit of our report then we will consider any reasonable request. We may require approval from our insurers if more than one beneficiary requires a warranty, and this may be subject to payment of a fee to cover our legal and incidental costs.

It is hoped the above is sufficient for your present needs. However, should you require any further information, then please contact the undersigned.

Yours sincerely

Alex Albon BSc, MSc, FRGS, MCIWEM, C.WEM
Director

for and on behalf of
ALM CONSULT LIMITED

Encs - Cost Breakdown
ALM Consult Ltd Terms and Conditions

Client: Barratt Homes Manchester

Site: SITE B - Burlow Road, Buxton

Proposal No: 30156/B/002P/aja

Date: 15th August 2017



Item	Cost/£	% eligible for LRR	Amount eligible for LRR
A PHASE 1 DESK STUDY			
Sub Total	£		
B INVASIVE WEEDS SURVEY			
Sub Total	£		
C INVESTIGATION ORGANISATION, WELFARE & MANAGEMENT			
Sub Total	£		
D TRIAL PITTING			
Sub Total	£		
E FIELD TESTS (IN SITU SOAKAWAYS)			
Sub Total	£		
F SHELL and AUGER DRILLING			
Sub Total	£		
G WINDOW SAMPLING			
Sub Total	£		
H ROTARY OPEN HOLE DRILLING			
Sub Total	£		
I SURVEYING			
Sub Total	£		
J GEOTECHNICAL ANALYSIS			
Sub Total	£		
K CHEMICAL ANALYSIS (SOILS)			
Sub Total	£		
L CHEMICAL ANALYSIS (WATERS)			
Sub Total	£		
M CHEMICAL ANALYSIS (WAC)			
Sub Total	£		
N GAS MONITORING & GROUNDWATER SAMPLING			
Sub Total	£		
O REPORTING			
Sub Total	£		
P QUANTITATIVE RISK ASSESSMENT			
Sub Total	£		
Q REMEDIAL STRATEGY & REGULATORY LIAISON			
Sub Total	£		
TOTAL (EXCLUDING ITEM E)	£		

Notes The above prices are exclusive of VAT that would be charged at the prevailing rate
The above should be read in conjunction with ALM Consult Letter ref 30156/B/002P/aja
Underground utility plans to be provided by others

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions have the following meanings:

"Agreement" shall mean these Terms (entitled "Terms & Conditions of the Appointment ALM Consult Ltd"), the Proposal, any document recording the Client's unequivocal acceptance of the Proposal and any other documents or parts of other documents expressly referred to in any of the foregoing;

"Client" shall mean the party for whom the Services are being provided by ALM;

"Documents" shall mean all documents of any kind and includes plans, drawings, reports, programmes, specifications, Bills of Quantities, calculations, letters, e-mails, faxes, memoranda, films and photographs (including negatives), or any other form of record prepared or provided or received by, or on behalf of ALM, and whether in paper form or stored electronically or on disk, or otherwise;

"ALM" shall mean ALM Consult Limited whose registered office is at Paddock Business Centre, 2 Paddock Road, West Pimbo, Skelmersdale, Lancashire, WN8 9PL.

"Intellectual Property" includes all rights to, and any interests in, any patents, designs, trade marks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, programme or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person;

"Parties" shall mean the Client and ALM

"Project" shall mean the project described in the Proposal and any enquiry from the Client on which ALM has based its Proposal;

"Proposal" means the offer document prepared by ALM in response to an enquiry or otherwise, in connection with the proposed provision of the Services;

"Services" means the work and services relating to the Project to be provided by ALM pursuant to the Agreement and as set out in the Proposal and shall include any additions or amendments thereto made in accordance with these Terms;

"Terms" means these terms entitled "Terms & Conditions of the Appointment ALM Consult Ltd";

1.2 Words importing the singular only shall also include the plural and vice versa, where the context requires.

1.3 Words importing persons or parties shall include firms, corporations and any organisation having legal capacity and vice versa, where the context requires; and words importing a particular gender include all genders.

1.4 The sub-headings to the clauses of these Terms are for convenience only and shall not affect the construction of the Agreement.

1.5 A reference to legislation includes that legislation as from time to time amended, re-enacted or substituted and any Orders in Council, orders, rules, regulations, schemes, warrants, by-laws, directives or codes of practice issued under any such legislation.

1.6 In the event of conflict between the documents forming part of the Agreement, the Proposal shall prevail, followed by the Terms.

2 APPOINTMENT

2.1 The Client agrees to engage ALM and ALM agrees to provide the Services in accordance with the provisions of the Agreement.

3 OBLIGATIONS OF ALM

3.1 ALM shall perform the Services using the reasonable standard of skill and care normally exercised by similar professional Environmental firms in performing similar services under similar conditions.

3.2 ALM shall use all reasonable endeavours to perform the Services in accordance with all relevant environmental and safety legislation.

4 OBLIGATIONS OF THE CLIENT

4.1 Throughout the period of this Agreement the Client shall afford to ALM or procure the affording to ALM of access to any site where access is required for the performance of the Services.

4.2 The Client accepts responsibility for ensuring that ALM is notified in writing of all special site and/or plant conditions, including without prejudice to the generality of the foregoing, the existence and precise location of all underground services, cables, pipes, drains or underground buildings, constructions or any hazards known or suspected by the Client, which the Client shall clearly mark on the ground or identify on accurate location plans supplied to ALM prior to the commencement of the Services. The Client shall also inform ALM in writing of any relevant operating procedures including any site safe operating procedures and any other regulations relevant to the carrying out of the Services. The Client shall indemnify ALM against all costs, claims, demands and expenses arising as a result of any non-disclosure in this respect, including but not limited to indemnification against any action brought by the owner of the land or otherwise.

4.3 If the Client discovers any conflict, defect or other fault in the information or designs provided by ALM pursuant to the Agreement, he will advise ALM in writing of such defect, conflict or other fault and ALM shall have the right to rectify the same or where necessary, to design the solution for rectification of any works carried out by others pursuant the conflicting, defective or in any other way faulty information or designs.

5 INTELLECTUAL PROPERTY

5.1 The copyright in all Intellectual Property prepared by or on behalf of ALM in connection with the Project for delivery to the Client shall remain vested in ALM.

5.2 The Client shall have a non-exclusive licence to copy and use such Intellectual Property for purposes directly related to the Project. Such licence shall enable the Client to copy and use the Intellectual Property but solely for its own purposes in connection with the Project and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein nor shall it include any license to amend any drawing, design or other Intellectual Property produced by ALM.

5.3 Should the Client wish to use such Intellectual Property in connection with any other works or for any other purpose not directly related to the Project or wish to pass any Intellectual Property to any third party, it must obtain the prior written consent of ALM. The giving of such consent shall be at the discretion of ALM and shall be upon such terms as may be required by ALM. ALM shall not be liable for the use by any person of such Intellectual Property for any purpose other than that for which the same were prepared by or on behalf of ALM.

5.4 Ownership of any proposals submitted to the Client that are not subsequently confirmed as part of the Services to be provided for the Client remain with ALM and such proposals must not be used as the basis for any future work undertaken by the Client or a third party and no liability can be accepted howsoever arising from such proposals.

5.5 In the event of the Client being in default of payment of any fees or other amounts due, ALM may suspend further use of the licence on giving 2 days' notice of the intention to do so. Use of the licence may be resumed on receipt of the outstanding amounts

6 TITLE

6.1 ALM shall transfer only such title or rights in respect of the Documents as it has, and if any part is purchased from a third party ALM shall transfer only such title or rights as that party had and has transferred to ALM.

6.2 Title in the Documents shall remain with and shall not pass to the Client until the amount due under the invoice(s) (including interest and costs) has been paid in full.

6.3 Until title passes, the Client shall hold the Documents as bailee for ALM and shall store or mark them so that they can at all times be identified as the property of ALM.

6.4 At any time before title passes (save and except where payment is not due), but only after prior consultation with the Client, ALM may without any liability to the Client repossess and use or sell all or any of part of the Documents and by doing so terminate the right of the Client to use, sell or otherwise deal in the Documents.

6.5 ALM may maintain an action for the price of the Documents notwithstanding that title in them has not passed to the Client.

7 CONFIDENTIALITY

7.1 ALM undertakes not to divulge or disclose to any third party without the written consent of the Client information which is designated confidential by the Client or which can reasonably be considered to be confidential and arises during the performance of the Services unless required to do so by law or necessary in the proper performance of its duties in relation to the Project, or in order to make full frank and proper disclosure to its insurers or intended insurers, or to obtain legal or accounting advice.

7.2 Subject to the above, ALM shall be permitted to use information related to the Services it provides in connection with the Project for the purposes of marketing its services and in proposals for work of a similar type.

8 THIRD PARTIES

8.1 The Agreement or any part thereof or any benefit or interest thereunder may not be assigned by the Client without the prior written consent of ALM. The giving of such consent shall be at the discretion of ALM and ALM will only agree to an assignment on its terms and in return for payment of a fee by the Client to ALM to cover ALM's legal and other costs associated with any assignment.

8.2 The Agreement shall not confer and shall not purport to confer on any third party any benefit or any right to enforce any term of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

8.3 ALM will consider and may consent to any request from the Client for ALM to enter a collateral warranty with a third party with regard to the Services provided under the Agreement. The giving of such consent shall be at the discretion of ALM and ALM will only enter a collateral warranty on its terms and in return for payment of a fee by the Client to ALM to cover ALM's legal and other costs associated with any collateral warranty.

9 INSURANCE

9.1 ALM warrants to the Client that there is in force a policy of Professional Indemnity insurance covering its liabilities for negligence under this Agreement, with a limit of indemnity of £5,000,000 (FIVE MILLION POUNDS) any one claim. This policy is annually renewable and whilst renewal is not automatic, ALM agrees to use reasonable endeavours to maintain such insurance at all times until six years from the date of the completion (or termination) of the Services under the Agreement, provided such insurance is available at commercially reasonable rates having regard, inter alia, to premiums required and policy terms obtainable.

9.2 If for any period such insurance is not available at commercially reasonable rates, ALM shall forthwith inform the Client and shall obtain in respect of such period such reduced level of Professional Indemnity insurance as is available and as would be fair and reasonable in the circumstances for ALM to obtain.

10 LIMITATIONS ON LIABILITY

10.1 Unless otherwise agreed in writing, ALM's liability under or in connection with the Agreement whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury or death) shall be limited to and shall not exceed the lesser of either five million pounds in the aggregate or 5 times the total value of invoices issued to the Client for consultancy work instructed under the Agreement.

10.2 No action or proceedings under or in respect of the Agreement whether in contract, tort, negligence, under statute or otherwise shall be commenced against ALM after the expiry of a period of six years from the date of the completion (or termination) of the Services under the Agreement.

10.3 Whilst ALM will scan all potential exploratory locations with a Cable Avoidance Tool, ALM shall not be liable for any damage to underground services, cables, pipes, drains or underground buildings, constructions and the like which were either not marked on site or for which accurate plans were not provided.

10.4 ALM shall not be liable for the cost of rectifying any defect, conflict or other fault in the information or designs provided by ALM or for the cost of designing a solution for and rectifying any subsequent works carried out by others pursuant to the conflicting, defective or in any other way faulty information or designs, unless ALM has been advised in writing of the same by the Client and has been given the opportunity to rectify the same or where necessary, to design the solution for rectification of any subsequent works carried out by others pursuant to the same.

11 PAYMENT

11.1 Invoices for services rendered will be submitted for payment in accordance with the Proposal.

11.2 The due date for payment is the date of the invoice and the final date for payment is 28 days from the date of the invoice.

11.3 If the Client disputes the amount included for payment in an invoice a written notice must be served on ALM by the Client not later than 14 days before the final date for payment. If no notice is given the amount due shall be the amount stated in the invoice.

11.4 In the event of failure on the part of the Client to pay any monies in accordance with the foregoing payment provisions, ALM will be entitled to charge interest on any monies owed to it by the Client, such interest to be at a rate of 8% above the base rate of a clearing bank from time to time calculated from the final date for payment to the date of actual payment on a compound basis.

12 DELAY

12.1 ALM will comply with any timescale agreed for completion of the Services unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising ALM undertakes to complete the Services within a reasonable period, but will not be liable to the Client for any delay as a result.

13 TERMINATION

13.1 The Agreement may be determined by either party in the event of the other making a composition or arrangement with its creditors, becoming bankrupt, or being a company, making a proposal for a voluntary arrangement for a composition of debts, or has a provisional liquidator appointed, or has a winding-up order made, or passes a resolution for voluntary winding-up (except for the purposes of a bona fide scheme of amalgamation or reconstruction), or has an administrator or an administrative receiver appointed to the whole or any part of its assets. Notice of determination must be given to the party which is insolvent by the other party.

13.2 If for any reason the performance of the Services by ALM is suspended for a period in excess of three calendar months then ALM shall be entitled to determine its appointment in respect of the Services by seven days written notice to the Client.

13.3 If the Client shall fail to pay in full any sum due under the terms of the Agreement by the final date for payment for that sum and no effective notice of intention to withhold payment has been issued, ALM may serve written notice on the Client demanding payment within 14 days of such notice. If the Client shall fail to comply with such notice, ALM shall be entitled to terminate its employment under the Agreement forthwith.

13.4 Any determination of the appointment of ALM howsoever caused shall be without prejudice to the right of ALM to require payment for all services performed up to the date of such determination including but not limited to payment of a fair and reasonable proportion of any figure identified in the Proposal or otherwise for fees in respect of a particular service which ALM has started, but not completed.

14 NOTICES

14.1 Any notice provided for in the Agreement shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post to the address of the relevant party as may have been notified by each party to the other or, in the absence of notification, to the address of ALM set out above or to the registered address of the Client.

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

15 ENTIRE AGREEMENT

15.1 The Agreement constitutes the complete and entire agreement between the Client and ALM with respect to the Services and supersedes any prior oral and/or written warranties, terms, conditions, communications and representations, whether express or implied and any claim against ALM in respect of the Services can only be made in contract under the provisions of the Agreement and not otherwise under the law or tort or otherwise.

15.2 No amendments, modifications or variation of the Agreement shall be valid unless made in writing and agreed to by both the Client and ALM; such agreement must be recorded in writing by at least one of the Parties.

15.3 ALM will not be bound by any standard or printed terms or conditions furnished by the Client in any of its documents unless ALM specifically states in writing separately from such documents that it intends such terms and conditions to apply.

16 DISPUTES AND GOVERNING LAW

16.1 The Agreement shall be governed by and construed in accordance with English law and the Parties irrevocably and unconditionally submit to the jurisdiction of the English Courts.

16.2 Where the Housing Grants, Construction and Regeneration Act 1996 applies, any dispute between the Parties may be referred to adjudication in accordance with The Scheme for Construction Contracts Regulations 1998 or any amendment or modification thereof being in force at the time of the dispute, as applicable to England, Wales, Scotland and Northern Ireland.