

APPENDIX 4 GROUNDSURE REPORT



BWB Consulting Limited

5th Floor, Waterfront House, Station

Street,

Nottingham, NG2 3DQ

GroundSure Reference:

HMD-214-912194

Your Reference:

BMW2025/NE12/877

Report Date:

6 Jun 2013

Report Delivery

Method:

xml

Client Email:

tim.hull@bwb-consulting.com

GroundSure EnviroInsight

Address: Ellesmere Marina, Shropshire,

Dear Sir/Madam,

Thank you for placing your order with GroundSure. Please find enclosed the GroundSure EnviroInsight as requested

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

Managing Director Groundsure Limited

Enc.

GroundSure EnviroInsight



GroundSure EnviroInsight

Address: Ellesmere Marina, Shropshire,

Date: 6 Jun 2013

GroundSure Reference: HMD-214-912194

Your Reference: BMW2025/NE12/877

Client: BWB Consulting Limited



Brought to you by GroundSure



Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: Ellesmere Marina, Shropshire,

Grid Reference: 339485,334061

Size of Site: 30.54 ha



Overview of Findings

For further details on each dataset, please refer to each individual section in the main report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Report Section	Number of records found within (X) m of the study site boundary					
1. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251- 500	501- 1000	1000- 1500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of historic IPC Authorisations	0	0	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	1	0	0	0	-	-
Records of Part A(2) and Part B Activities and Enforcements	0	0	0	0	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	13	3	0	7	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	1	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
2. Landfill and Other Waste Sites	on-site	0-50	51-250	251- 500	501- 1000	1000- 1500
2.1 Landfill Sites						
Environment Agency Registered Landfill Sites	0	0	0	0	0	-
Landfill Data - Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	1	0	1	2
Landfill Data – Non-Operational Landfill Sites	0	0	0	0	1	-
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency Licensed Waste Sites	0	0	0	0	2	0



3. Current Land Uses	on-site	0-50	51-250	251- 500	501- 1000	1000-1500
3.1 Current Industrial Sites Data	0	4	18	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	0	0	-	-
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

4. Geology	Description
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No

4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *

Yes

4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.

Source: Scale: 1:50,000 BGS Sheet 138

 $[\]boldsymbol{\ast}$ This includes an automatically generated 50m buffer zone around the site.

5. Hydrogeology and Hydrology	on-site	0-50	51-250	251- 500	501- 1000	1001- 2000
5.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site?				Yes		
5.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site?	Yes					
5.3 Groundwater Abstraction Licences (within 2000m of the study site).	0	0	0	0	2	1
5.4 Surface Water Abstraction Licences (within 2000m of the study site).	0	0	2	0	0	2
5.5 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	1	0
5.6 Are there any Source Protection Zones within 500m of the study	/ site?				No	
5.7 River Quality	on-site	0-50	51-250	251-500	501-1000	1001-1500
Is there any Environment Agency information on river quality within 1500m of the study site?	No	Yes	No	No	No	No
5.8 Detailed River Network entries within 500m of the site	4	5	2	4	-	-
5.9 Surface water features within 250m of the study site	Yes	Yes	Yes	-	-	-
6. Flooding						

6.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site?	Yes
6.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	Yes
6.3 Are there any Flood Defences within 250m of the study site?	No
6.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
6.5 Are there any areas used for Flood Storage within 250m of the study site?	No
6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Moderate
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Low

7. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251- 500	501- 1000	1001- 2000
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	1
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0



7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	1
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	0	0
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
7.6 Records of Ramsar sites	0	0	0	0	0	1
7.7 Records of World Heritage Sites	0	0	0	0	0	0
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
7.10 Records of National Parks	0	0	0	0	0	0
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
7.12 Records of Nitrate Vulnerable Zones	2	0	1	1	0	1
7.13 Records of Ancient Woodlands	0	0	0	0	0	0

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?

High

9. Mining

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

No

9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site?

Negligible

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

No



Using this Report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

Environmental Permits, Incidents and Registers

Provides information on Regulated Industrial Activities and Pollution Incidents as recorded by Regulatory Authorities, and sites determined as Contaminated Land. This search is conducted using radii up to 500m.

2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

Current Land Uses

Provides information on current land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. These searches are conducted using radii of up to 500m. This includes information on potentially contaminative industrial sites, petrol stations and fuel sites as well as high pressure underground oil and gas pipelines.

4. Geology

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

5. Hydrogeology and Hydrology

Provides information on productive strata within the bedrock and superficial geological layers, abstraction licenses, Source Protection Zones (SPZs) and river quality. These searches are conducted using radii of up to 2000m.

6. Flooding

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

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites and Scheduled Ancient Woodland. These searches are conducted using radii of up to 2000m.

8. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

9. Mining

Provides information on areas of coal and shallow mining.



10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (08444 159000) for further information and guidance.

Note: Maps

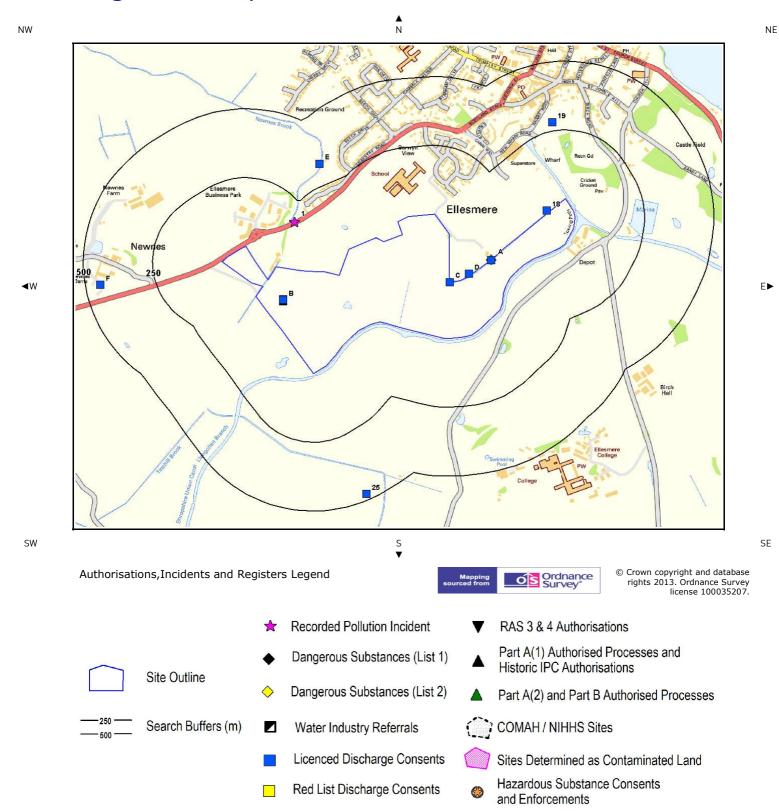
Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.



1. Environmental Permits, Incidents and Registers Map





1.Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the following information:

	Records of historic IPC Authorisations within 500m of the study site:						
Database	searched and no data found.						
Records	of Part A(1) and IPPC Authorised Activities within 500m of the study site:	(
Database	searched and no data found.						
Records the stud	of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m o y site:	of (
Database	searched and no data found.						
	of Red List Discharge Consents (potentially harmful discharges to controlled waters) within the study site:	(
Database	searched and no data found.						
	of List 1 Dangerous Substances Inventory Sites within 500m of the study site: searched and no data found.	(
Records	of List 2 Dangerous Substance Inventory Sites within 500m of the study site:						
	ving List 2 Dangerous Substance Inventory Site records are represented as points on the Authorisations, and Registers map:	1					
	and registers map.	_					
	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - 334151 Status: Not Active Receiving Water: -						
Incidents ID	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - 334151 Status: Not Active						
Incidents ID 2A Records	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - Status: Not Active Receiving Water: - of Part A(2) and Part B Activities and Enforcements within 500m of the study site:	(
Incidents ID 2A Records	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - Status: Not Active Receiving Water: -						
Incidents ID 2A Records	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - Status: Not Active Receiving Water: - of Part A(2) and Part B Activities and Enforcements within 500m of the study site:						
ID 2A Records Database Records	Distance Direction NGR Details 0.0 On Site 339750, Name: Ellesmere Wharf Meadow Wrw Fe Authorised Substances: - Status: Not Active Receiving Water: - of Part A(2) and Part B Activities and Enforcements within 500m of the study site:						



23

Records of Licensed Discharge Consents within 500m of the study site:

The following Licensed Discharge Consents records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
3A	0.0	On Site	339750, 334150	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: S/03/07490/R Permit Version: 1	Receiving Water: Tetchill Brook Status: Modified - (wra 91 Sched 10 - As Amended By Env Act 1995) Issue date: - Effective Date: - Revocation Date: 13/2/2005
4A	0.0	On Site	339750, 334150	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Stw Storm Overflow/storm Tank - Water Company Permit Number: S/03/07490/R Permit Version: 1	Receiving Water: Tetchill Brook Status: Modified - (wra 91 Sched 10 - As Amended By Env Act 1995) Issue date: - Effective Date: - Revocation Date: 13/2/2005
5B	0.0	On Site	339000, 334005	Address: 1 & 2 Kenwick Cottages, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: DS/5428 Permit Version: 1	Receiving Water: Not Defined Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 31/5/1963 Effective Date: 31/5/1963 Revocation Date: -
6B	0.0	On Site	339000, 334004	Address: New Crickett, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: DS/5456 Permit Version: 1	Receiving Water: Newnes Brook Status: 1961 R(pp)a Application Refused Issue date: 24/5/1963 Effective Date: 24/5/1963 Revocation Date: -
7B	0.0	On Site	339000, 334003	Address: Lyneal Hall Farm, Ellesmere, Shropshire Effluent Type: Trade Discharges - Process Effluent - Not Water Company Permit Number: DS/3980 Permit Version: 1	Receiving Water: River Roden (trib) Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 29/5/1963 Effective Date: 29/5/1963 Revocation Date: -
8B	0.0	On Site	339000, 334008	Address: Otley House, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: S/03/04466/S Permit Version: 1	Receiving Water: Tetchill Brook Trib Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 27/8/1959 Effective Date: 27/8/1959 Revocation Date: -
9B	0.0	On Site	339000, 334007	Address: Cambria Avenue, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Sewer Storm Overflow - Water Company Permit Number: DS/5494 Permit Version: 1	Receiving Water: Not Defined Status: 1961 R(pp)a Application Refused Issue date: 31/5/1963 Effective Date: 31/5/1963 Revocation Date: 23/1/2001
10C	0.0	On Site	339600, 334070	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Stw Storm Overflow/storm Tank - Water Company Permit Number: S/03/56028/R Permit Version: 1	Receiving Water: Tetchill Brook Status: Consents Without Application (wra 91, Sched 10) Issue date: 14/2/2005 Effective Date: 14/2/2005 Revocation Date: -
11C	0.0	On Site	339600, 334070	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Stw Storm Overflow/storm Tank - Water Company Permit Number: S/03/56028/R Permit Version: 2	Receiving Water: Tetchill Brook Status: Consents Without Application (wra 91, Sched 10) Issue date: - Effective Date: 1/1/2010 Revocation Date: -
12B	0.0	On Site	339000, 334002	Address: Bagley Hall, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: DS/2903 Permit Version: 1	Receiving Water: Shropshire Union Canal Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 28/5/1963 Effective Date: 28/5/1963 Revocation Date: -



13B	0.0	On Site	339000, 334001	Address: Plas Yn Grove, Ellesmere, Shropshire Effluent Type: Trade Discharges - Process Effluent - Not Water Company Permit Number: DS/2866 Permit Version: 1	Receiving Water: Not Defined Status: 1961 R(pp)a Application Refused Issue date: 27/5/1963 Effective Date: 27/5/1963
14B	0.0	On Site	339000, 334000	Address: The Buildings Farm, Ellesmere, Shropshire	Revocation Date: 10/1/2001 Receiving Water: Receiving Water Not Defined
			334000	Effluent Type: Trade Discharges - Process Effluent - Not Water Company Permit Number: DS/2568 Permit Version: 1	Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 20/5/1963 Effective Date: 20/5/1963 Revocation Date: -
15B	0.0	On Site	339000, 334006	Address: Newnes Farm, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: DS/5419 Permit Version: 1	Receiving Water: Not Defined Status: 1961 R(pp)a Application Refused Issue date: 31/5/1963 Effective Date: 31/5/1963 Revocation Date: 9/2/2001
16D	7.0	NW	339670, 334100	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: S/03/56028/R Permit Version: 2	Receiving Water: Tetchill Brook Status: Consents Without Application (wra 91, Sched 10) Issue date: - Effective Date: 1/1/2010 Revocation Date: -
17D	7.0	NW	339670, 334100	Address: Ellesmere Wharf Meadow Stw, Nr Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: S/03/56028/R Permit Version: 1	Receiving Water: Tetchill Brook Status: Consents Without Application (wra 91, Sched 10) Issue date: 14/2/2005 Effective Date: 14/2/2005 Revocation Date: -
18	10.0	NW	339950, 334330	Address: British Waterways Ellesmere Office, British Waterways, Birch Road, Ellesmere Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: S/03/55204/S Permit Version: 1	Receiving Water: Tetchill Brook Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: 12/3/1998 Effective Date: 12/3/1998 Revocation Date: -
19	281.0	N	339970, 334650	Address: Wharf Road, Ellesmere, Shropshire Effluent Type: Sewage Discharges - Sewer Storm Overflow - Water Company Permit Number: S/03/09296/O Permit Version: 1	Receiving Water: Tetchill Brook Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 18/7/1984 Effective Date: 18/7/1984 Revocation Date: -
20E	328.0	NW	339130, 334500	Address: Beech Drive Ellesmere Storm Of, Rear Of Beech Drive, Ellesmere Effluent Type: Sewage Discharges - Sewer Storm Overflow - Water Company Permit Number: S/03/50085/O Permit Version: 1	Receiving Water: Newnes Brook Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: 10/4/1995 Effective Date: 10/4/1995 Revocation Date: -
21E	328.0	NW	339130, 334500	Address: Beech Drive Ellesmere Storm Of, Rear Of Beech Drive, Ellesmere Effluent Type: Sewage Discharges - Sewer Storm Overflow - Water Company Permit Number: S/03/50085/O Permit Version: 1	Receiving Water: Newnes Brook Status: Post Nra Legislation Where Issue Date > 31-aug-89 (historic Only) Issue date: 10/4/1995 Effective Date: 10/4/1995 Revocation Date: -
22F	447.0	W	338340, 334060	Address: Stp Serving 8 Conversions At, The Newnes Barns, Ellesmere, Shopshire, Shropshire, SY12 9HQ Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: S/03/56321/SG Permit Version: 3	Receiving Water: Groundwater Via Soakaway Status: Varied Under Epr 2010 Issue date: 2/4/2012 Effective Date: 2/4/2012 Revocation Date: -
23F	447.0	W	338340, 334060	Address: Stp Serving 8 Conversions At, The Newnes Barns, Ellesmere, Shopshire, Shropshire, SY12 9HQ Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: S/03/56321/SG Permit Version: 1	Receiving Water: Groundwater Via Soakaway Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 2/3/2007 Effective Date: 2/3/2007 Revocation Date: 7/9/2009



24F	447.0	W	338340,	Address: Stp Serving 8 Conversions At, The	Receiving Water: Groundwater Via
246	447.0	VV	334060	Newnes Barns, Ellesmere, Shopshire,	Soakaway
			334000	Shropshire, SY12 9HQ	Status: Varied By Application - (wr
				Effluent Type: Sewage Discharges -	91 Sched 10 - As Amended By Env
				Final/treated Effluent - Not Water Company	Act 1995)
				Permit Number: S/03/56321/SG	Issue date: 8/9/2009
				Permit Version: 2	Effective Date: 8/9/2009
					Revocation Date: 1/4/2012
25	479.0	SE	339300,	Address: Ellesmere College, Ellesmere,	Receiving Water: Tetchill Brook
			333300	Shropshire, SY12 9AB	Status: Pre Nra Legislation Where
				Effluent Type: Sewage Discharges -	Issue Date < 01-sep-89 (historic
				Final/treated Effluent - Not Water Company	Only)
				Permit Number: S/03/05031/S	Issue date: 8/12/1965
				Permit Version: 1	Effective Date: 1/5/1966
					Revocation Date: -

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

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

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

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site:

1

The following NIRS List 2 records are represented as points on the Authorisations, Incidents and Registers Map:

ID	Distance	Direction	NGR	Details	
1	172.0	N	339040,	Incident Date: 28/11/2001	Water Impact: Category 2
			334290	Incident Identification: 45367	(Significant)
				Pollutant: Agricultural Materials and Wastes	Land Impact: Category 4 (No
				Pollutant Description: Other Agricultural	Impact)
				Material or Waste	Air Impact: Category 4 (No Impact)

Records of National Incidents Recording System, List 1 within 250m of the study site:

O

Database searched and no data found.

1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990

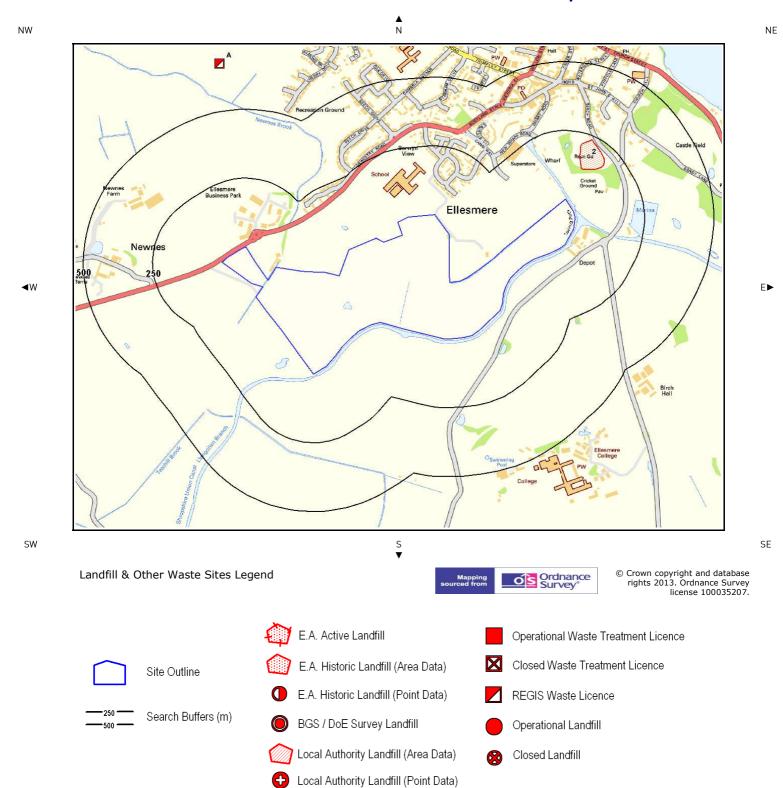
How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?

0

Database searched and no data found.



2. Landfill and Other Waste Sites Map





2. Landfill and Other Waste Sites

2.1 Landfill Sites

Records from Environment Agency landfill data within 1000m of the study site:

0

Database searched and no data found.

Records of operational landfill sites sourced from Landmark within 1000m of the study site:

0

Database searched and no data found.

Records of Environment Agency historic landfill sites within 1500m of the study site:

4

The following landfill records are represented as either points or polygons on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	Deta	ls	
2	126.0	NE	340100, 334500	Site Address: Birch Road, Ellesmere, Birch Road, Ellesmere, Shropshire Waste Licence: - Site Reference: PL/134 Waste Type: Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -	
Not shown	604.0	NE	340600, 334500	Site Address: The Moors, Ellesmere, Shropshire Waste Licence: Yes Site Reference: A25/30/SL/CC/19 Waste Type: Inert Regis Reference: -	Licence Issue: 31-Aug-1984 Licence Surrendered: 05-Nov-1992 Licence Hold Address: - Operator: -	
Not shown	1036.0	S	339200, 332600	Site Address: Former Landfill Ellesmere Road, Tetchill, Shropshire Waste Licence: - Site Reference: - Waste Type: - Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -	
Not shown	1115.0	N	340200, 335500	Site Address: Ellesmere Swanhill, Strawberry Fields, Ellesmere, Shropshire Waste Licence: - Site Reference: UL74, LF040, 3200/0407 Waste Type: Household Regis Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -	

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site:

The following landfill records are represented as points on the Landfill and Other Waste Sites map:

ID	Distance	Direction	NGR	De	tails
Not shown	579.0	E	340600, 334500	Site Address: The Moors, ELLESMERE, Shropshire, Landfill Licence: 350AFAAL Agency Reference: Waste Type: Inert Waste Description: Inert Landfill Known Restrictions: No known restriction on source of waste	Record Date: Transfer Date: Modification Date: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Category: LANDFILL Regulator: EA - Midlands Region - Upper Severn Area (Shrewsbury)
					Size: Large (< 250,000 tonnes/year)

Records of BGS/DoE non-operational landfill sites within 1500m of the study site:

0

1



Database searched and no data found.

Records of Local Authority landfill sites within 1500m of the study site:

0

Database searched and no data found.

2.2 Other Waste Sites

Records of operational waste treatment, transfer or disposal sites within 500m of the study site:

0

0

Database searched and no data found.

Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site:

Database searched and no data found.

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

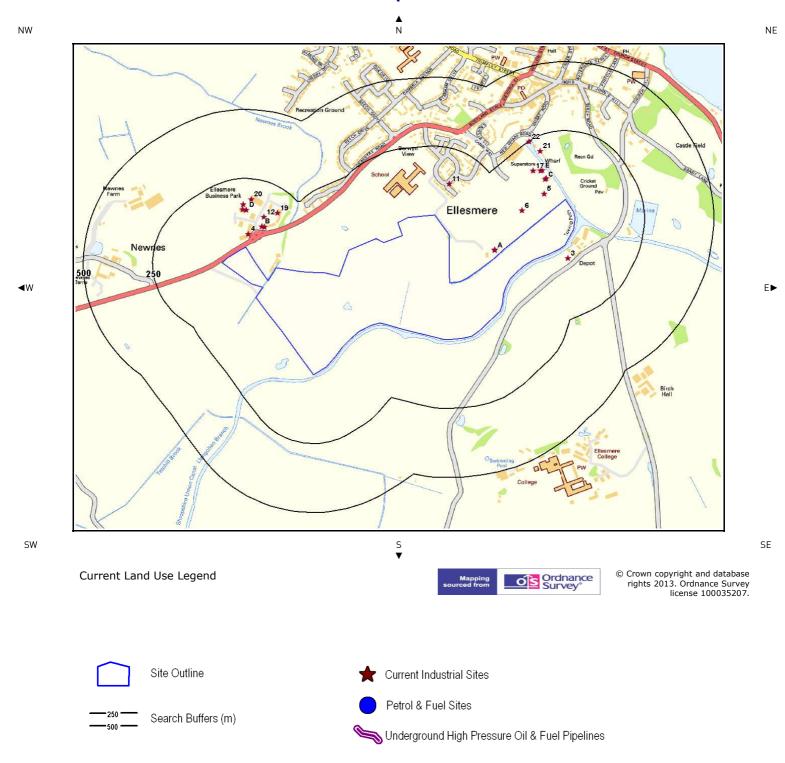
2

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

ID	Distance	Direction	NGR	Detail	ls
6A	674.0	N	338769,	Site Address: Elder Road, Cobridge,	Issue Date: 10/03/2011
			334867	Stoke On Trent, Staffordshire, ST6 2JF	Effective Date: -
				Type: Vehicle depollution facility	Modified: -
				Size: < 25000 tonnes	Surrendered Date: -
				Regis Licence Number: SHA107	Expiry Date: -
				EPR reference: EA/EPR/QP3696EH/A001	Cancelled Date: -
				Operator: Shah Nasir	Status: Issued
				Waste Management licence No: 102194	Site Name: S A B Autobreakers
				Annual Tonnage: 74999.0	Correspondence Address: -, -
7A	674.0	N	338769,	Site Address: S A B Autobreakers, Elder	Issue Date: 10/03/2011
			334867	Road, Cobridge, Stoke On Trent,	Effective Date: -
				Staffordshire, ST6 2JF	Modified: 02/07/2012
				Type: Vehicle Depollution Facility <5000	Surrendered Date: -
				tps	Expiry Date: -
				Size: < 25000 tonnes	Cancelled Date: -
				Regis Licence Number: SHA107	Status: Modified
				EPR reference: EA/EPR/QP3696EH/V002	Site Name: S A B Autobreakers
				Operator: Shah Nasir	Correspondence Address: -, -
				Waste Management licence No: 102194	,
				Annual Tonnage: 4999.0	



3. Current Land Use Map





3. Current Land Uses

3.1 Current Industrial Data

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

22

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

ID	Distance	Direction	irection Company Addre		Activity	Category
1A	20.0	NW	Works	SY12	Unspecified Works Or	Industrial Features
					Factories	
2A	21.0	NW	Sewage Works	SY12	Waste Storage, Processing and Disposal	Infrastructure and Facilities
3	45.0	SE	Depot	SY12	Container and	Transport,
					Storage	Storage and Delivery
4	49.0	N	Spunhill Farm Sales Ltd	Langshaw House Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Agricultural Machinery and Goods	Industrial Products
5	65.0	NW	Tank	SY12	Tanks (Generic)	Industrial Features
6	68.0	NW	Sewage Works (Disused)	SY12	Waste Storage, Processing and Disposal	Infrastructure and Facilities
7B	96.0	NE	Solutex Ltd	Unit 1 Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Waste Collection, Processing and Disposal Equipment	Industrial Products
8B	100.0	NE	J A Milton	Unit 2 Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Furniture	Consumer Products
9C	103.0	NW	Gas Valve Compound	SY12	Gas Features	Infrastructure and Facilities
10 C	105.0	NW	Gas Valve Compound	SY12	Gas Features	Infrastructure and Facilities
11	125.0	NE	Electricity Sub Station	SY12	Electrical Features	Infrastructure and Facilities
12	128.0	NE	Electricity Sub Station	SY12	Electrical Features	Infrastructure and Facilities
13 D	136.0	N	Ellesmere Business Park	SY12	Business Parks and Industrial Estates	Industrial Features
14E	136.0	NW	Gas Governor Station	SY12	Gas Features	Infrastructure and Facilities
15 D	137.0	N	Lakeside Coaches Ltd	Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Vehicle Hire and Rental	Hire Services
16E	137.0	NW	Gas Governor	SY12	Gas Features	Infrastructure and Facilities
17	155.0	NW	Electricity Sub Station	SY12	Electrical Features	Infrastructure and Facilities
18 D	155.0	N	Depot	SY12	Container and Storage	Transport, Storage and Delivery
19	169.0	NE	De Raat Brandkasten	Unit 11-12 Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Shelving, Storage, Safes and Vaults	Industrial Products
20	175.0	N	Oakdale Ltd	Unit 15-16 Ellesmere Business Park, Oswestry Road, Ellesmere, SY12 0EW	Beds and Bedding	Consumer Products
21	199.0	NW	Canal Wharf	SY12	Moorings and Unloading Facilities	Water
22	249.0	NW	Crane	SY12	Travelling Cranes and Gantries	Industrial Features



3.2 Petrol and Fuel Sites

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

0

Database searched and no data found.

3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site:

0

Database searched and no data found.



4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

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

4.2 Superficial Ground and Drift Geology

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

Lex Code	Description	Rock Type
GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
PEAT-P	PEAT	PEAT

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

4.3 Bedrock and Solid Geology

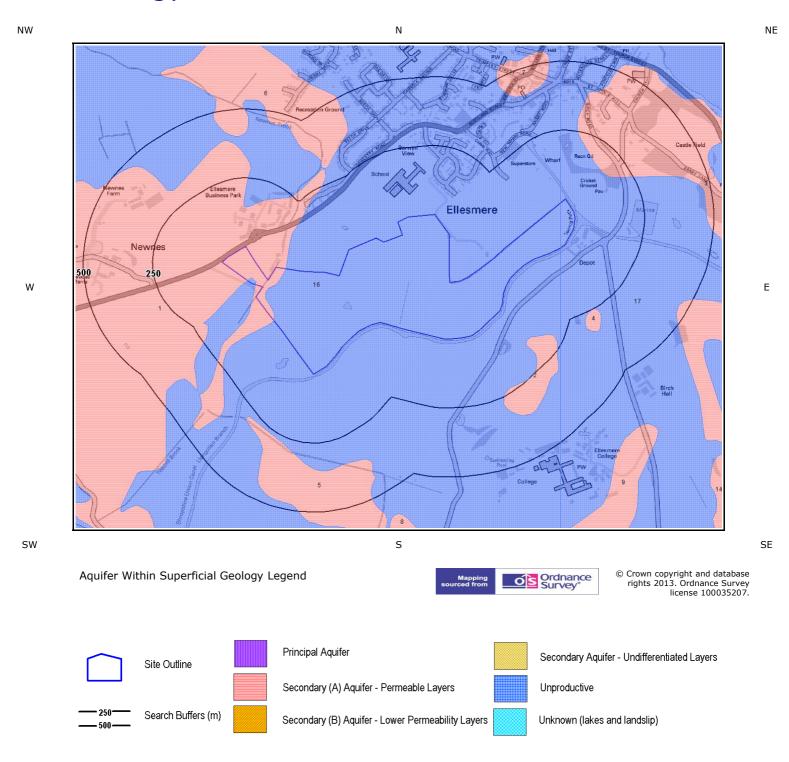
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type				
WLSF-SDST	WILMSLOW SANDSTONE FORMATION	SANDSTONE				
(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)						

For more detailed geological and ground stability data please refer to the "GroundSure GeoInsight". Available from our website.

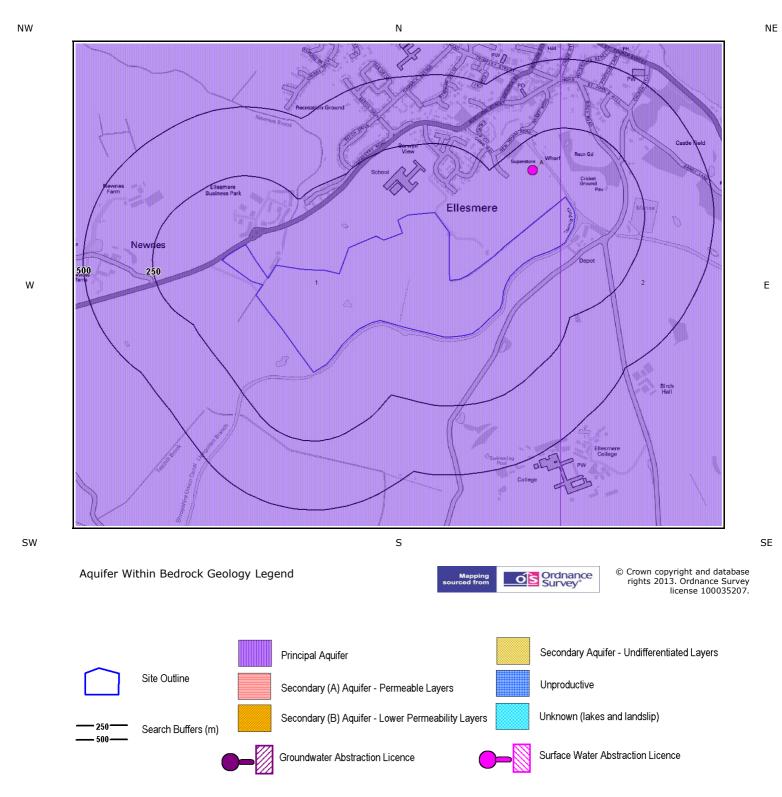


5a. Hydrogeology - Aquifer Within Superficial Geology



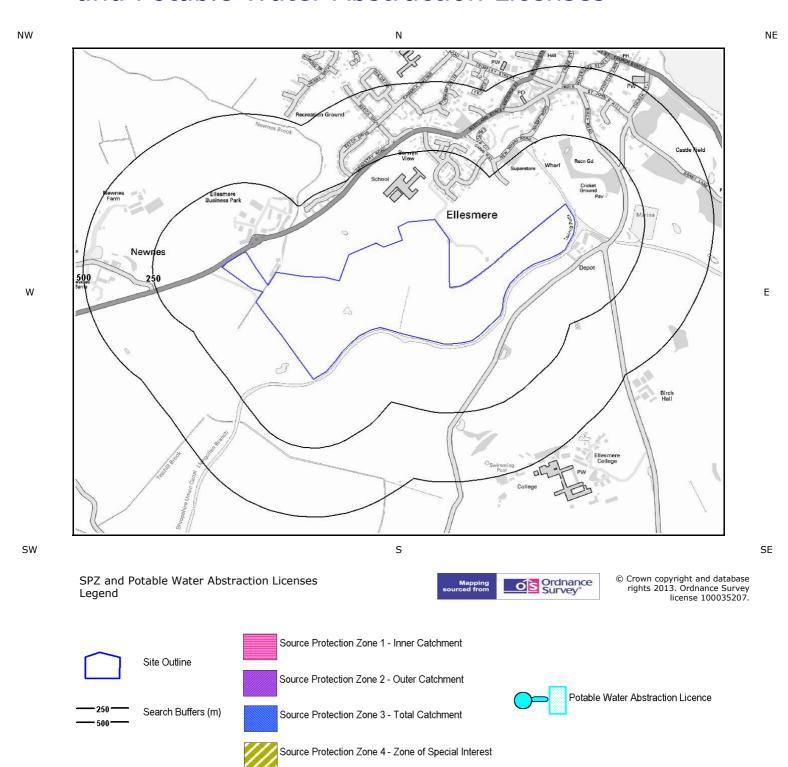


5b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses



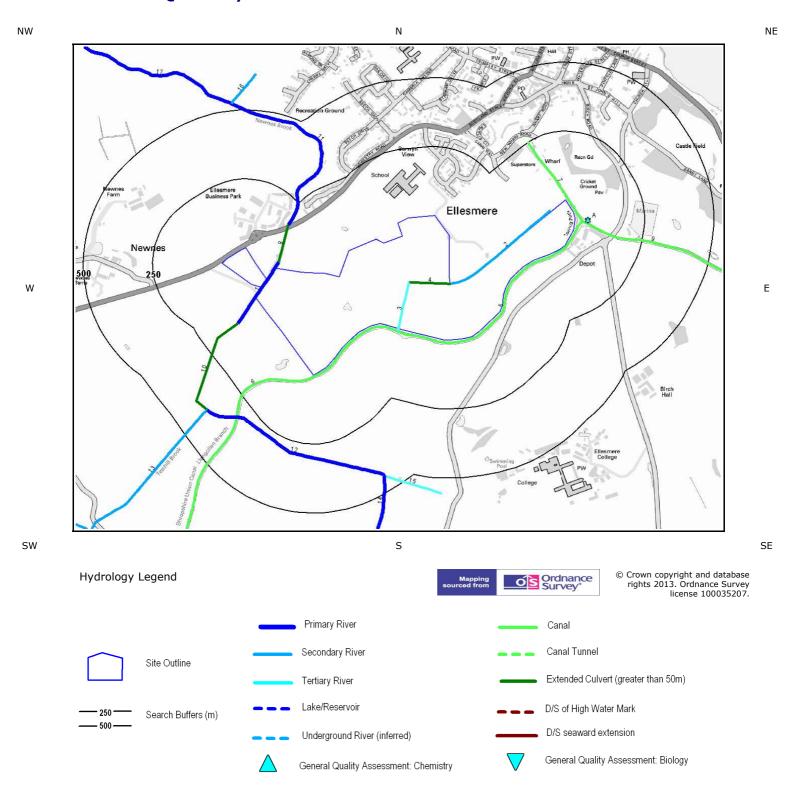


5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses





5d. Hydrology – Detailed River Network and River Quality





5. Hydrogeology and Hydrology

5.1 Aquifer within Superficial Deposits

Are there records of productive strata within the superficial geology at or in proximity to the property?

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Superficial Geology Map (5a):

ID 1	Distance [m] 0.0	Direction On Site	Designation Secondary A	Description Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
16	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
17	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
2	143.0	SE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
3	164.0	NE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
4	250.0	SE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
5	264.0	SW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
6	305.0	NW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
7	404.0	N	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.2 Aquifer within Bedrock Deposits

Are there records of productive strata within the bedrock geology at or in proximity to the property? Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Bedrock Geology Map (5b):



ID	Distance [m]	Direction	Designation	Description
1	0.0	On Site	Principal	Geology of high intergranular and/or fracture permeability, usually providing a high level of water storage and may support water supply/river base flow on a strategic scale. Generally principal aquifers were previously major aquifers
2	0.0	On Site	Principal	Geology of high intergranular and/or fracture permeability, usually providing a high level of water storage and may support water supply/river base flow on a strategic scale. Generally principal aquifers were previously major aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 2000m of the study site?

Yes

The following Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance	Direction	Direction NGR	Details			
Not shown	766.0	S	339600, 333100	Licence No: 18/54/03/0157 Details: Drinking, Cooking, Sanitary, Washing, (Small Garden) - Commercial/Industrial/Public Services Direct Source: Groundwater Midlands Region Point: Ellesmere College - 2 Boreholes Data Type: Point	Annual Volume (m³): 42914.51 Max Daily Volume (m³): 181.84 Original Application No: - Original Start Date: 3/7/1972 Expiry Date: - Issue No: 100 Version Start Date: 3/7/1972 Version End Date:		
Not shown	981.0	SW	338600, 332900	Licence No: 18/54/03/0145 Details: General Farming & Domestic Direct Source: Groundwater Midlands Region Point: Onston Farm, Tetchill - Well Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 12/6/1968 Expiry Date: - Issue No: 100 Version Start Date: 29/11/1995 Version End Date:		
Not shown	1242.0	SE		Licence No: 18/54/03/0147 Details: General Farming & Domestic Direct Source: Groundwater Midlands Region Point: Thelyth Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 2/8/1968 Expiry Date: - Issue No: 101 Version Start Date: 29/9/1985 Version End Date:		

5.4 Surface Water Abstraction Licences

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

Yes

The following Surface Water Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance	Direction	NGR	Details		
8A	150.0	NW	339900,	Licence No: 18/54/03/0122	Annual Volume (m³): -	
			334470	Details: General Washing/Process	Max Daily Volume (m³): -	
				Washing	Application No: -	
				Direct Source: Surface Water Midlands	Original Start Date: 24/1/1967	
				Region	Expiry Date: -	
				Point: Shropshire Union Canal	Issue No: 100	
				Data Type: Point	Version Start Date: 24/1/1967	
					Version End Date:	



9A	150.0	NW	339900,	Licence No: 18/54/03/0122	Annual Volume (m³): -
			334470	Details: Evaporative Cooling	Max Daily Volume (m³): -
				Direct Source: Surface Water Midlands	Application No: -
				Region	Original Start Date: 24/1/1967
				Point: Shropshire Union Canal	Expiry Date: -
				Data Type: Point	Issue No: 100
					Version Start Date: 24/1/1967
					Version End Date:
Not	1349.0	S	338710,	Licence No: 18/54/03/0211	Annual Volume (m³): -
shown			332450	Details: General Farming & Domestic	Max Daily Volume (m³): -
				Direct Source: Surface Water Midlands	Application No: A/54/03/0242
				Region	Original Start Date: 16/1/2004
				Point: Winston Farm, ellesmere - surface	Expiry Date: -
				Spring	Issue No: 1
				Data Type: Point	Version Start Date: 16/1/2004
					Version End Date:
Not	1349.0	S	338710,	Licence No: 18/54/03/0117	Annual Volume (m³): -
shown			332450	Details: General Farming & Domestic	Max Daily Volume (m³): -
				Direct Source: Surface Water Midlands	Application No: -
				Region	Original Start Date: 18/11/1966
				Point: Winston Farm, ellesmere - surface	Expiry Date: -
				Spring	Issue No: 100
				Data Type: Point	Version Start Date: 14/8/1997
					Version End Date:

5.5 Potable Water Abstraction Licences

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

Yes

The following Potable Water Abstraction Licences records are represented as points, lines and regions on the SPZ and Potable Water Abstraction Licences Map (5c):

ID	Distance	Direction	NGR	Details		
Not	766.0	S	339600,	Licence No: 18/54/03/0157	Annual Volume (m ³): 42914.51	
shown			333100	Details: Drinking, Cooking, Sanitary,	Max Daily Volume (m ³): 181.84	
				Washing, (Small Garden) -	Original Application No: -	
				Commercial/Industrial/Public Services	Original Start Date: 3/7/1972	
				Direct Source: Groundwater Midlands	Expiry Date: -	
				Region	Issue No: 100	
				Point: Ellesmere College - 2 Boreholes	Version Start Date:	
				Data Type: Point	Version End Date:	

5.6 Source Protection Zones

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

No

Database searched and no data found.

5.7 River Quality

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

Yes

Biological Quality:

Biological Quality data describes water quality in terms of 83 groups of macroinvertebrates, some of which are pollution sensitive. The results are graded from A ('Very Good') to F ('Bad').

The following Biological Quality records are shown on the Hydrology Map (5d):



ID	Distance [m]	Direction	NGR	River Details		Biologi	cal Quality	Grade	
10	Distance [111]	Direction	NGK	River Details	2005	2006	2007	2008	2009
18A	47.0	Е	340100, 334300	River Name: Shropshire Union Canal (roden) Reach: Platt Lane Br To Ellesmere Basin End/Start of Stretch: End of Stretch NGR	D	D	D	-	-

Chemical Quality:

Chemical quality data is based on the General Quality Assessment Headline Indicators scheme (GQAHI). In England, each chemical sample is measured for ammonia and dissolved oxygen. In Wales, the samples are measured for biological oxygen demand (BOD), ammonia and dissolved oxygen. The results are graded from A ('Very Good') to F ('Bad').

The following Chemical Quality records are shown on the Hydrology Map (5d):

ID	Distance [m]	Direction	NGR	River Details	Chem	nical Quality	Grade (Hea	dline Indic	ator)
ID	Distance [m]	Direction	NGK	River Details	2005	2006	2007	2008	2009
19A	47.0	Е	340100, 334300	River Name: Shrop. Union (llangollen) Reach: Ellesmere Basin To A495 Maes Termyn End/Start of Stretch: Start of Stretch NGR	A	A	A	A	A
20A	47.0	Е	340100, 334300	River Name: Shrop. Union (llangollen) Reach: Platt Lane Br To Ellesmere Basin End/Start of Stretch: End of Stretch NGR	В	В	В	В	В

5.8 Detailed River Network

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

Yes

The following Detailed River Network records are represented on the Hydrology Map (5d):

ID	Distance	Direction]	Details
1	0.0	On Site	River Name: Newnes Brook	River Type: Primary River
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	·
2	0.0	On Site	River Name: -	River Type: Secondary River
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
3	0.0	On Site	River Name: Drain	River Type: Tertiary River
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: YES
			Alternative Name: -	Main River Status: Currently Undefined
4	0.0	On Site	River Name: -	River Type: Extended Culvert (greater than 50m)
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
5	6.0	SE	River Name: Shropshire Union Canal	River Type: Canal
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
6	7.0	SE	River Name: Shropshire Union Canal	River Type: Canal
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
7	10.0	NE	River Name: Llangollen Branch	River Type: Canal
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined



8	23.0	N	River Name: -	River Type: Extended Culvert (greater than 50m
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	
9	27.0	Е	River Name: Branch	River Type: Canal
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
10	108.0	SW	River Name: -	River Type: Extended Culvert (greater than 50m
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	
11	162.0	N	River Name: Newnes Brook	River Type: Primary River
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	
12	275.0	SW	River Name: Tetchill Brook	River Type: Primary River
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	
13	384.0	SW	River Name: Tetchill Brook	River Type: Secondary River
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined
14	444.0	SE	River Name: Tetchill	River Type: Primary River
			Water Course Name: TETCHILL & NEWNES	Catchment: -
			BROOK	Drain: NO
			Welsh River Name: -	Main River Status: Currently Undefined
			Alternative Name: -	•
15	444.0	SE	River Name: -	River Type: Tertiary River
			Water Course Name: -	Catchment: -
			Welsh River Name: -	Drain: NO
			Alternative Name: -	Main River Status: Currently Undefined

5.9 Surface Water Features

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

Yes

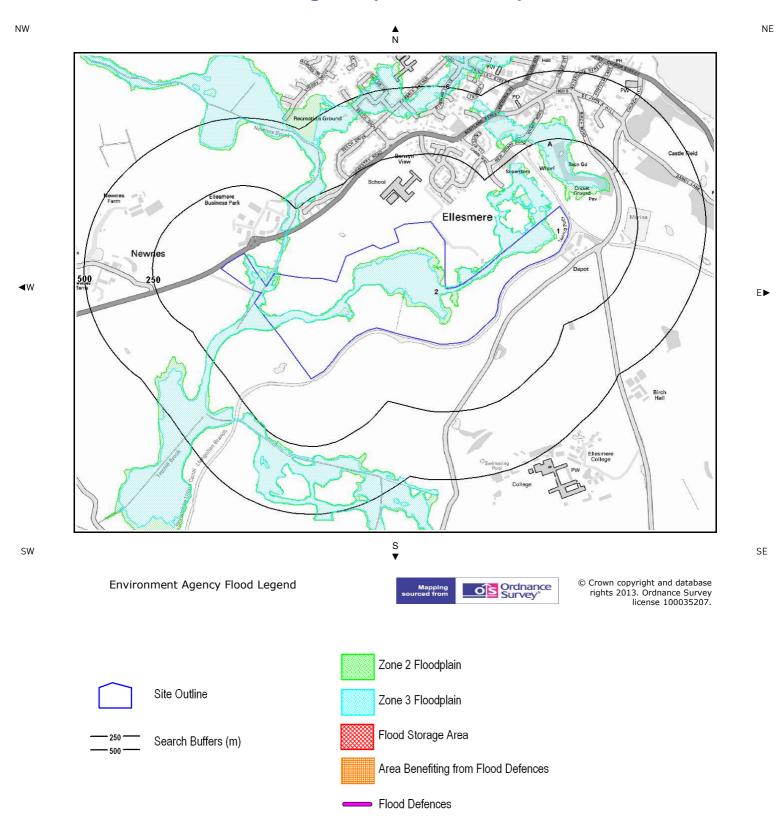
The following surface water records are not represented on mapping:

Distance to Surface Water (m)	on-site	0-50	51-250
Surface water features within 250m of the study site	Yes	Yes	Yes

This information is taken from Ordnance Survey OpenDataTM. Contains Ordnance Survey data © Crown copyright and database right 2013.



6. Environment Agency Flood Map





6. Flooding

6.1 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 Flood Map:

ID	Distance	Direction	Update	Туре
1	0.0	On Site	13-Mar-2013	Zone 2 - (Fluvial Models)
2	0.0	On Site	13-Mar-2013	Zone 2 - (Fluvial Models)
3A	34.0	NE	13-Mar-2013	Zone 2 - (Fluvial Models)

6.2 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 Flood Map:

ID	Distance	Direction	Update	Туре
4	0.0	On Site	13-Mar-2013	Zone 3 - (Fluvial Models)
5A	89.0	N	13-Mar-2013	Zone 3 - (Fluvial Models)

6.3 Flood Defences

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

No

6.4 Areas benefiting from Flood Defences

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

No

6.5 Areas used for Flood Storage

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

No



6.6 Groundwater Flooding Susceptibility Areas

Are there any British Geological Survey groundwater flooding susceptibility flood areas within 50m of the boundary of the study site?

Yes

What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions?

Moderate

6.7 Groundwater Flooding Confidence Areas

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

Low

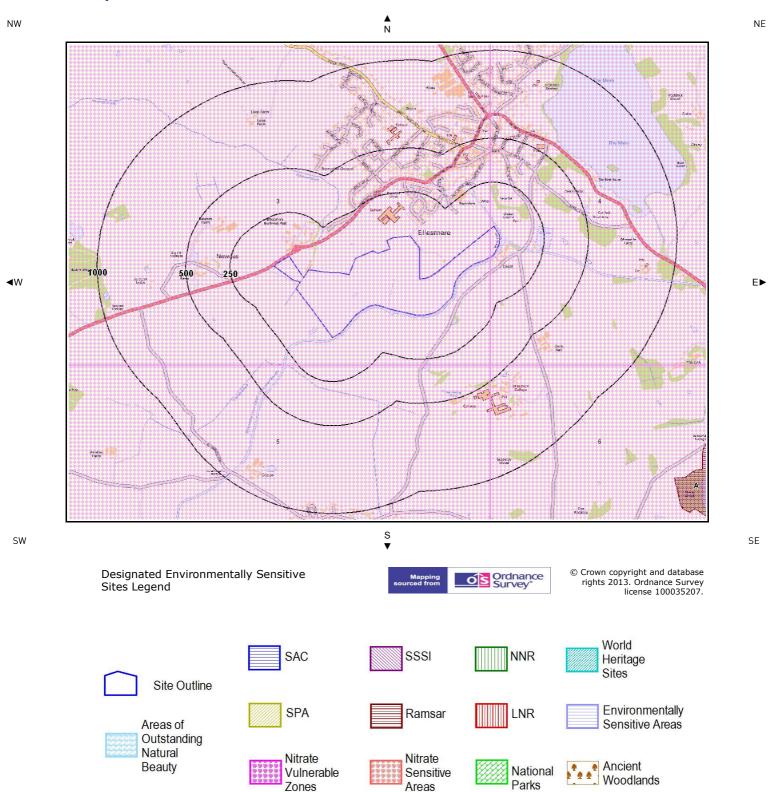
Notes:

Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

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



7.Designated Environmentally Sensitive Sites Map





7. Designated Environmentally Sensitive Sites

lecords of Sites of Special Scientifi	ic Interest (SSSI) within 2000m of the study s	ite:
	c Interest (SSSI) records provided by Natural Englare represented as polygons on the Designated Env	
ID Distance Direction 1A 1610.0 SE	SSSI Name White Mere	Data Source Natural England
	es (NNR) within 2000m of the study site:	
Patabase searched and no data found.		
lecords of Special Areas of Conserv	vation (SAC) within 2000m of the study site:	
Patabase searched and no data found.		
	(CDA)	
Records of Special Protection Areas Oatabase searched and no data found.	s (SPA) within 2000m of the study site:	1
Records of Ramsar sites within 200	00m of the study site:	
The following Ramsar site records pro	ovided by Natural England/Countryside Council for	
leritage are represented as polygons o	on the Designated Environmentally Sensitive Sites M	
leritage are represented as polygons of the second		
ID Distance Direction 2A 1610.0 SE	on the Designated Environmentally Sensitive Sites M Ramsar Site Name	lap: Data Source
ID Distance Direction 2A 1610.0 SE	Ramsar Site Name Midland Meres & Mosses - Phase 1 (LNR) within 2000m of the study site:	Data Source Natural England
ID Distance Direction 2A 1610.0 SE Records of Local Nature Reserves (Ramsar Site Name Midland Meres & Mosses - Phase 1 (LNR) within 2000m of the study site:	Data Source Natural England
ID Distance Direction 2A 1610.0 SE Records of Local Nature Reserves (Database searched and no data found.	Ramsar Site Name Midland Meres & Mosses - Phase 1 (LNR) within 2000m of the study site:	Data Source Natural England
ID Distance Direction 2A 1610.0 SE Records of Local Nature Reserves (Database searched and no data found. Records of World Heritage Sites with Database searched and no data found.	Ramsar Site Name Midland Meres & Mosses - Phase 1 (LNR) within 2000m of the study site: ithin 2000m of the study site:	Data Source Natural England
ID Distance Direction 2A 1610.0 SE Records of Local Nature Reserves (Database searched and no data found. Records of World Heritage Sites with Database searched and no data found.	Ramsar Site Name Midland Meres & Mosses - Phase 1 (LNR) within 2000m of the study site: ithin 2000m of the study site:	Data Source Natural England



Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

Records of Nitrate Vulnerable Zones within 2000m of the study site:

5

The following Nitrate Vulnerable Zone records produced by DEFRA are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	NVZ Type	Data Source
3	0.0	On Site	NVZ Area	DEFRA
4	0.0	On Site	NVZ Area	DEFRA
5	156.0	S	NVZ Area	DEFRA
6	429.0	SE	NVZ Area	DEFRA
Not	1898.0	SW	NVZ Deferred Slurry Storage Area	DEFRA
shown				

Records of Ancient Woodland within 2000m of the study site:

0

Database searched and no data found.



8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a GroundSure GeoInsight, available from our website. The following information has been found:

8.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site?

Very Low

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

Hazard

Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.

8.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site?

Very Low

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

Hazard

Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

8.1.3 Soluble Rocks

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

Null - Negligible

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

8.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site?

High

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

Hazard

Very significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Construction may not be possible at economic cost. For existing property probable increase in insurance risk from compressibility especially if water conditions or loading of the ground change significantly.



8.1.5 Collapsible Rocks

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

Very Low

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

Hazard

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

8.1.6Running Sand

What is the maximum Running Sand* hazard rating identified on the study site?

Low

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

Hazard

Possibility of running sand problems after major changes in ground conditions. Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should reduce likelihood of problems due to running sand. For new build consider possibility of running sand into trenches or excavations if water table is high or sandy strata are exposed to water. Avoid concentrated water inputs to site. Unlikely to be an increase in construction costs due to potential for running sand. For existing property no significant increase in insurance risk due to running sand problems is likely.

^{*} This indicates an automatically generated 50m buffer and site.



9.Mining

9.1 Coal Mining

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

No

Database searched and no data found.

9.2 Shallow Mining

What is the subsidence hazard relating to shallow mining on-site*?

Negligible

*Please note this data is searched with a 150m buffer.

9.3 Brine Affected Areas

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

No

Guidance: No Guidance Required.



10.Contacts

GroundSure Helpline

Telephone: 08444 159 000 info@4c.groundsure.com



British Geological Survey (England & Wales)

Kingsley Dunham Centre

Keyworth, Nottingham NG12 5GG

Tel: 0115 936 3143. Fax: 0115 936 3276. Email:

enquiries@bgs.ac.uk Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological

enquiries

Environment Agency

National Customer Contact Centre PO Box 544 Rotherham S60 1BY

Tel: 08708 506 506

Web: www.environment-agency.gov.uk Email: enquiries@environment-agency.gov.uk

Health Protection Agency

Chilton, Didcot, Oxon, OX11 ORQ

Tel: 01235 822622 www.hpa.org.uk/radiation Radon measures and general radon information and

guidance

The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG

Tel: 0845 762 6848 DX 716176 Mansfield 5

Web: www.groundstability.com

Ordnance Survey

Romsey Road Southampton SO16 4GU

Tel: 08456 050505

Local Authority

Authority: Shropshire Council Phone: 0345 678 9000

Web: http://www.shropshire.gov.uk/

Address: Shirehall, Abbey Foregate, Shrewsbury,

Shropshire, SY2 6ND

Get Mapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27

8NW

Tel: 01252 845444

Acknowledgements

This product includes map data licensed from Landmark Information Group Limited®. © Crown Copyright 2003 and Landmark Information Group Limited® 2003. All Rights Reserved.

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

PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.















Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"User Guide" means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.groundsure.com) and forming part of this Contract.

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

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

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

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

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

4 Reliance

- 4.1The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.
- 4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;
 - (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
 - (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.
- 4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.
- 4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

- 5.1 GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").
- 5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.
- 5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

- 6.1 Subject to
 - (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.
- 6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.
- 6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;

- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

- 7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:
- (i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.
- 7.4 GroundSure shall not be liable for
 - (i) loss of profits;
 - (ii) loss of business:
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii)loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

- 8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:
- (i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.
- 9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:
- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are(a) supplied to the Client's specification(s) and in any event(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

- 10.1 Upon termination of the Contract:
- (i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and
- (ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery
- 11.1 The Client warrants that it shall:
- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of GroundSure's anti-bribery and anticorruption policies as are notified to the Client from time to time; and
- (iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.
- 11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

- 12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.
- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.
- 12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.

- 12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.
- 12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond GroundSure's reasonable control.
- In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.
- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.
- 12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.
- 12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.

© GroundSure Limited June 2013



BWB Consulting Limited 5th Floor, Waterfront House, Station Street, Nottingham, NG2 3DQ

GroundSure Reference:

HMD-214-912195

Your Reference:

BMW2025/NE12/8

77

Report Date Report Delivery 6 Jun 2013 Email - pdf

Method:

GroundSure GeoInsight

Address: Ellesmere Marina, Shropshire,

Dear Sir/Madam,

Thank you for placing your order with GroundSure. Please find enclosed the **GroundSure GeoInsight** as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above GroundSure reference number.

Yours faithfully,

Managing Director Groundsure Limited

Enc.

GroundSure GeoInsight



GroundSure GeoInsight

Address: Ellesmere Marina, Shropshire,

Date: 6 Jun 2013

GroundSure Reference: HMD-214-912195

Your Reference: BMW2025/NE12/877



Brought to you by GroundSure



Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: Ellesmere Marina, Shropshire,

Grid Reference: 339485,334061

Size of Site: 30.54 ha



Number of records found within (X) m of the study site

No radon protective measures are necessary

Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

1. Geology	Description
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	No
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	Yes
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	Yes
1.2.3 Are there any records of landslip within 500m of the study site boundary?	No
1.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site $\!\!\!\!\!^*$ see the detailed findings section.	
1.3.2 Are there any records relating to permeability of bedrock within the study site* boundary?	Yes
1.3.3 Are there any records of faults within 500m of the study site boundary?	No
1.3.4 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 not in a Radon Affected Area, as less than 1% of properties are above the Action Level

publication BR211 by the Building Research Establishment?

Source:Scale 1:50,000 BGS Sheet No:138

Report Section

1.3.5 Is the property in an area where Radon Protection Measures are required for new properties or extensions to existing ones as described in

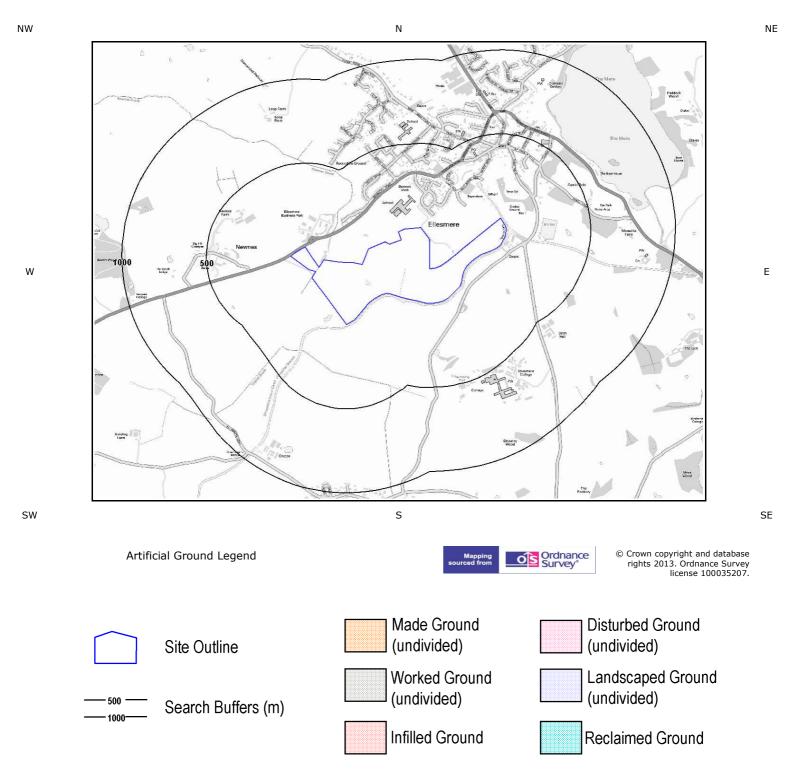
^{*} This includes an automatically generated 50m buffer zone around the site



2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	9	3	15	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	3	0
3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	0	0
3.2 Coal Mining	0	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	0	0	0	0	0
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0
*This includes an automatically generated 50m buffer zone around t	he site				
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Very Low	-	-	-	-
4.2 Landslides	Very Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Null	-	-	-	-
4.4 Compressible Deposits	High	-	-	-	-
4.5 Collapsible Deposits	Very Low	-	-	-	-
4.6 Running Sand	Low	-	-	-	-
* This includes an automatically generated 50m buffer zone around	the site				
5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	3	19	-	-
6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	10	2	0	-	-



1.1 Artificial Ground Map



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



1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:138

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary?

No

Database searched and no data found.

1.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site* boundary?

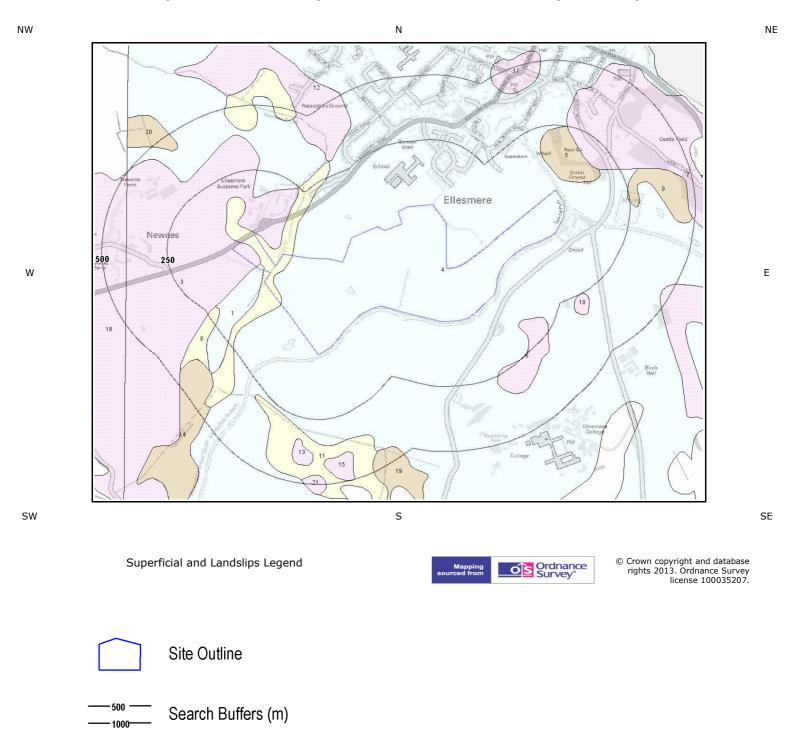
No

Database searched and no data found.

 $[\]ensuremath{^{*}}$ This includes an automatically generated 50m buffer zone around the site.



1.2 Superficial Deposits and Landslips Map



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



1.2 Superficial Deposits and Landslips

1.2.1 Superficial Deposits/Drift Geology

Are there any records of Superficial Deposits/Drift Geology within 500m of the study site boundary? Yes

ID	Distance (m)	Direction	Lex Code	Description	Rock Description
1	0.0	On Site	TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
2	0.0	On Site	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
3	0.0	On Site	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
4	0.0	On Site	TILLD-DMTN	TILL, DEVENSIAN	DIAMICTON
5	47.0	NE	PEAT-P	PEAT	PEAT
6	143.0	SE	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
7	164.0	NE	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
8	202.0	SW	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
9	242.0	Е	PEAT-P	PEAT	PEAT
10	250.0	SE	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
11	264.0	SW	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
12	305.0	NW	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
13	332.0	S	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
14	375.0	SW	PEAT-P	PEAT	PEAT
15	389.0	S	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
16	403.0	N	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
17	404.0	N	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
18	406.0	W	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL
19	434.0	SE	PEAT-P	PEAT	PEAT
20	436.0	NW	PEAT-P	PEAT	PEAT
21	464.0	S	GFDUD-SAGR	GLACIOFLUVIAL DEPOSITS, DEVENSIAN	SAND AND GRAVEL

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site* boundary? Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Intergranular	Very High	High
0.0	On Site	Intergranular	High	Very Low
0.0	On Site	Mixed	High	Low
0.0	On Site	Mixed	High	Low
0.0	On Site	Mixed	High	Low
47.0	NE	Mixed	Low	Very Low

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary?

No

Database searched and no data found.

^{*}This includes an automatically generated 50m buffer zone around the site.



This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site* boundary?

No

Database searched and no data found.



1.3 Bedrock and Faults Map

NW N NE

W

SW

TOUT SOUTH STORY SOUTH STORY SOUTH STORY SOUTH S

Bedrock & Faults Deposits Legend



© Crown copyright and database rights 2013. Ordnance Survey license 100035207. Е

SE



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



1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:138

1.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	WLSF-SDST	Wilmslow Sandstone Formation	Scythian
				- Sandstone	
2	165.0	NW	CPB-PEST	Chester Pebble Beds Formation	Scythian
				 Pebbly (gravelly) Sandstone 	
3	376.0	Е	HEY-PEST	Helsby Sandstone Formation -	Anisian / Scythian
				Pebbly (gravelly) Sandstone	
4	406.0	W	CPB-PEST	Chester Pebble Beds Formation	Scythian
				 Pebbly (gravelly) Sandstone 	•

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site* boundary? Yes

Maximum Permeability

High

Hiah

Minimum Permeability
High
High

1.3.3 Faults

Distance (m)

0.0

Are there any records of Faults within 500m of the study site boundary?

Flow type

Intergranular

Intergranular

No

Database searched and no data found.

Direction

On Site

On Site

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 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 not in a Radon Affected Area, as less than 1% of properties are above the Action Level

1.3.5 Radon Protection

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

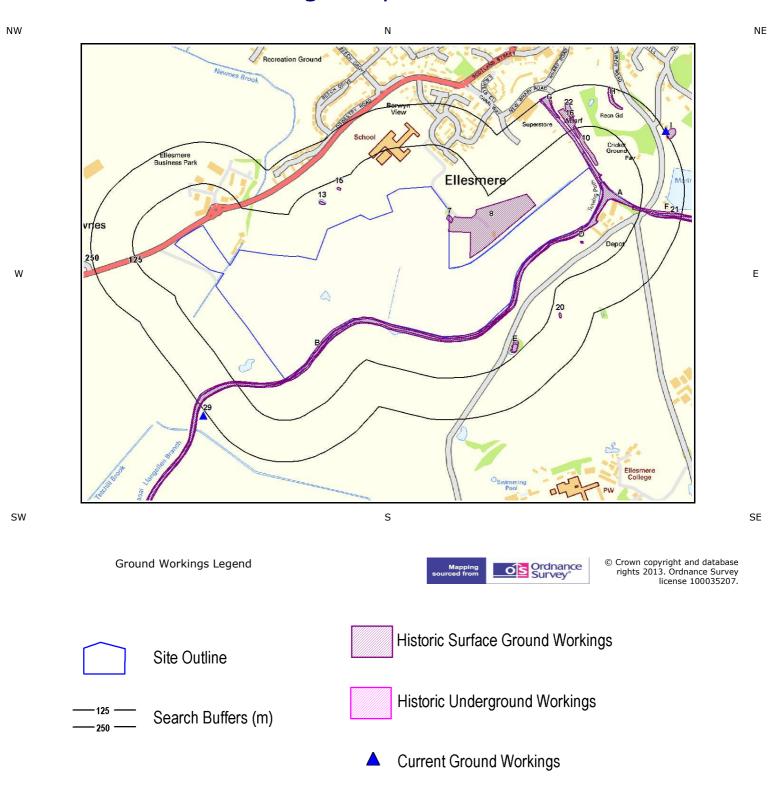
 $^{\ ^{*}}$ This includes an automatically generated 50m buffer zone around the site.



No radon protective measures are necessary



2. Ground Workings Map





2. Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? Yes

The following Historical Surface Ground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
1	0.0	On Site	338730,333424	Canal	1938
2B	0.0	On Site	336401,332097	Canal	1979
3C	0.0	On Site	338827,333550	Canal	1924
4A	0.0	On Site	340036,334226	Canal	1949
5A	0.0	On Site	340036,334226	Canal	1978
6B	0.0	On Site	336401,332097	Canal	1949
7	0.0	On Site	339603,334219	Pond	1924
8	0.0	On Site	339729,334198	Sewage Works	1979
9C	0.0	On Site	338827,333550	Canal	1900
10	20.0	NE	340009,334440	Unspecified Ground Workings	1938
11	37.0	SE	339997,334149	Reservoir	1924
D			·		
12	39.0	SE	339999,334149	Reservoir	1938
D			,		
13	71.0	NW	339221,334268	Pond	1924
14	91.0	SE	339796,333837	Pond	1979
Е			,		
15	92.0	NW	339271,334310	Pond	1924
16	94.0	N	339960,334506	Canal Wharf	1979
17	98.0	SE	339797,333832	Ponds	1924
Е			,		
18	102.0	Е	340534,334138	Canal	1924
F			,		
19	102.0	Е	340534,334138	Canal	1900
F			,		
20	150.0	Е	339933,333930	Pond	1924
21	154.0	Е	340544,334136	Canal	1874
22	160.0	N	339960,334548	Canal Wharf	1898
23	174.0	NW	339901,334558	Canal	1914
G			,		
24	174.0	NW	339901,334558	Canal	1898
G			,		
25	198.0	NE	340084,334580	Unspecified Ground Workings	1924
Н					
26	198.0	NE	340085,334582	Unspecified Ground Workings	1938
Н			,		
 27I	246.0	NE	340265,334476	Sand Pit	1900

2.2 Historical Underground Workings Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary?

No



Database searched and no data found.

2.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

Are there any BGS Current Ground Workings within 1000m of the study site boundary?

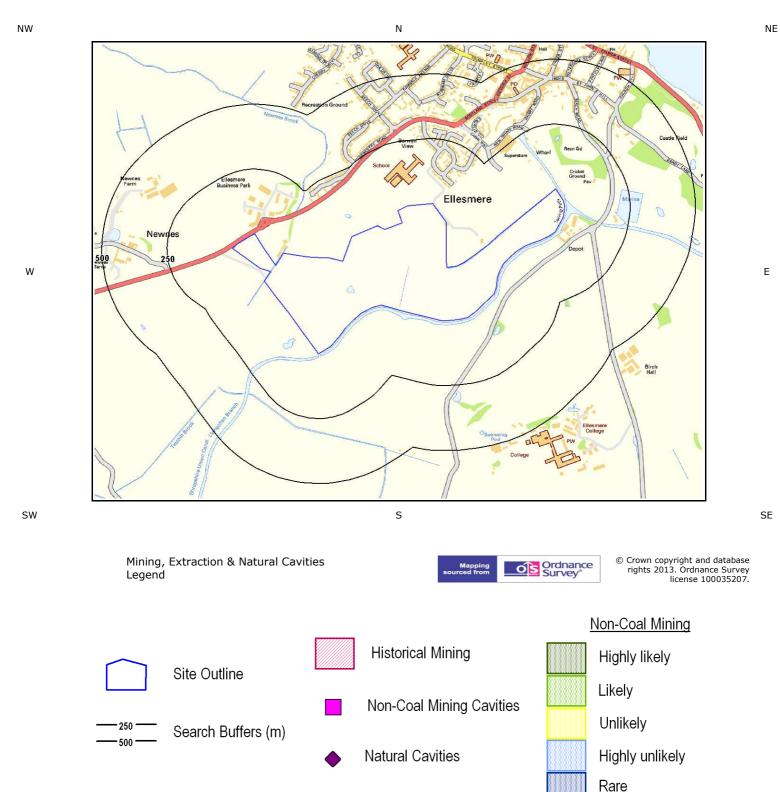
Yes

The following Current Ground Workings information is provided by British Geological Society:

ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
28I	253.0	NE	3402 48,33 4484	Sand	Castle Field Sand Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
29	262.0	SW	3388 65,33 3628	Limestone	Onston Limekiln	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	485.0	W	3382 94,33 4149	Sand	Newnes Sand Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased



3. Mining, Extraction & Natural Cavities Map





3. Mining, Extraction & Natural Cavities

3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary?

No

The following information provided by JPB is not represented on Mapping:

Database searched. No results found.

3.4 Non – Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.5 Non - Coal Mining Cavities

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

Are there any Non-Coal Mining cavities within 1000m of the study site boundary?

No



Database searched and no data found.

3.6 Natural Cavities

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

Are there any Natural Cavities within 1000m of the study site boundary?

No

Database searched and no data found.

3.7 Brine Extraction

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

Are there any Brine Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.8 Gypsum Extraction

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

Are there any Gypsum Extraction areas within 1000m of the study site boundary?

Nο

Database searched and no data found.

3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.4 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.10 Clay Mining

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

Are there any Clay Mining areas within 1000m of the study site boundary?

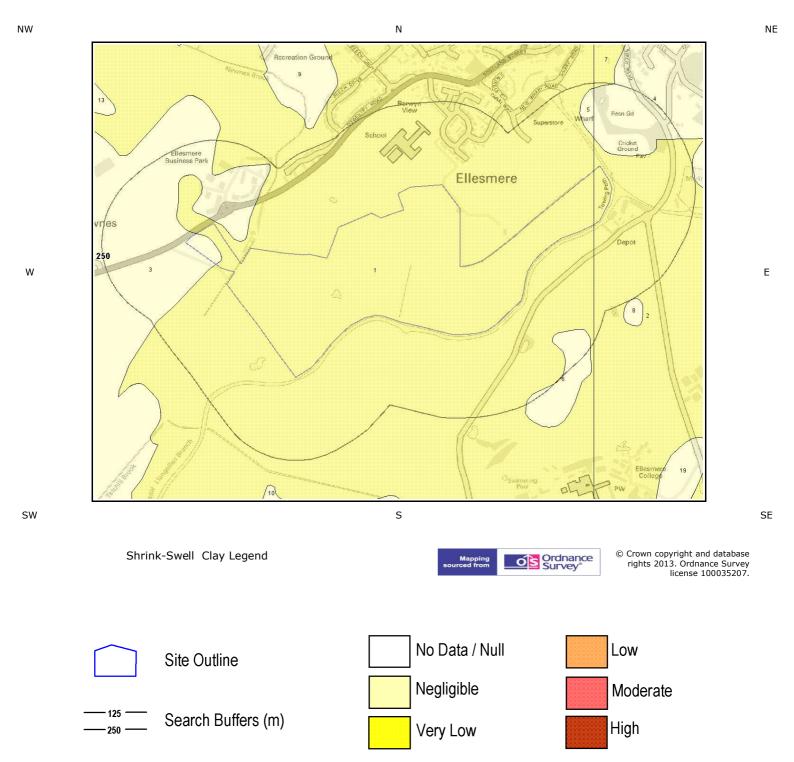
No

Database searched and no data found.



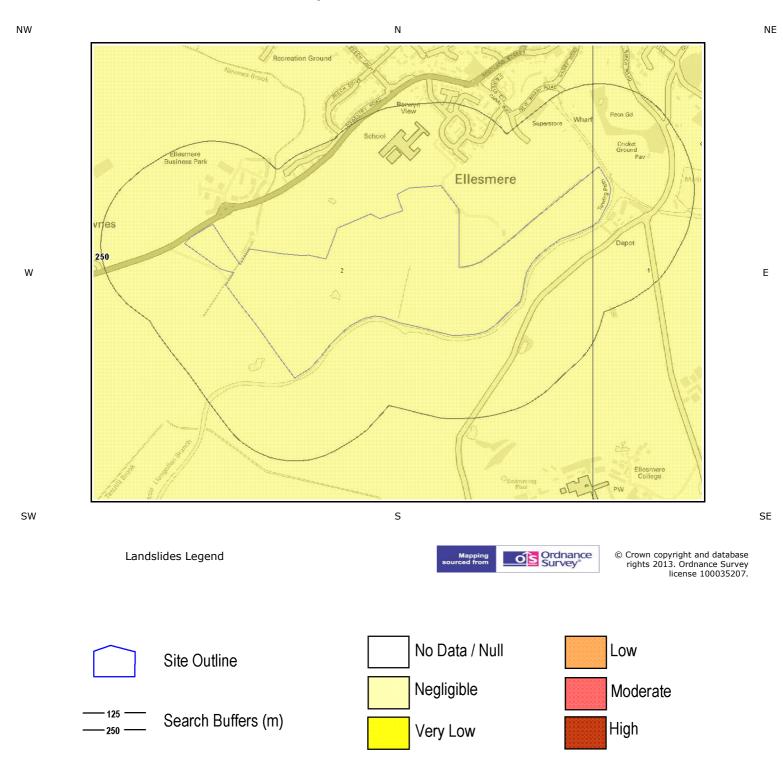
4. Natural Ground Subsidence

4.1 Shrink-Swell Clay Map



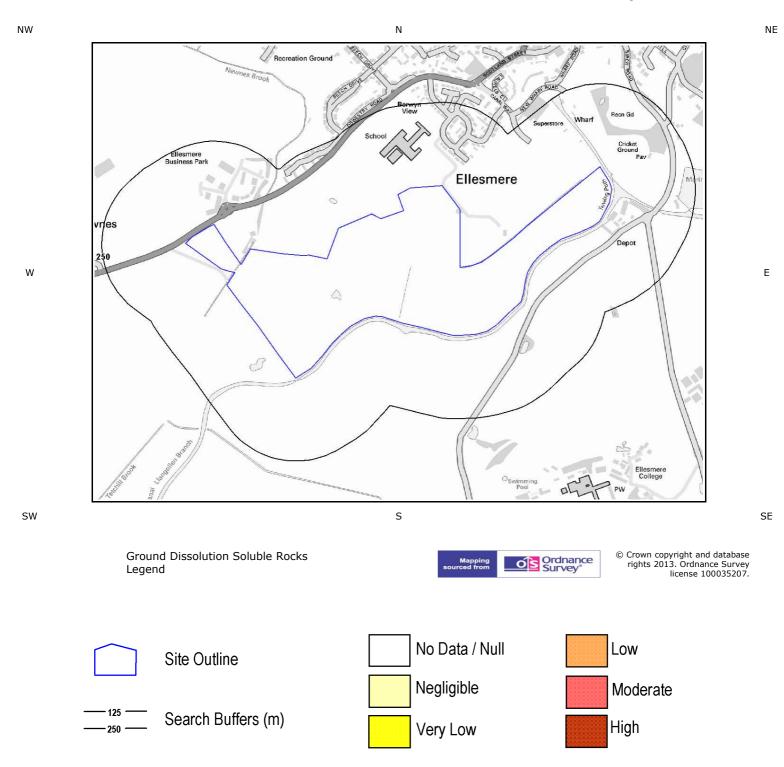


4.2 Landslides Map



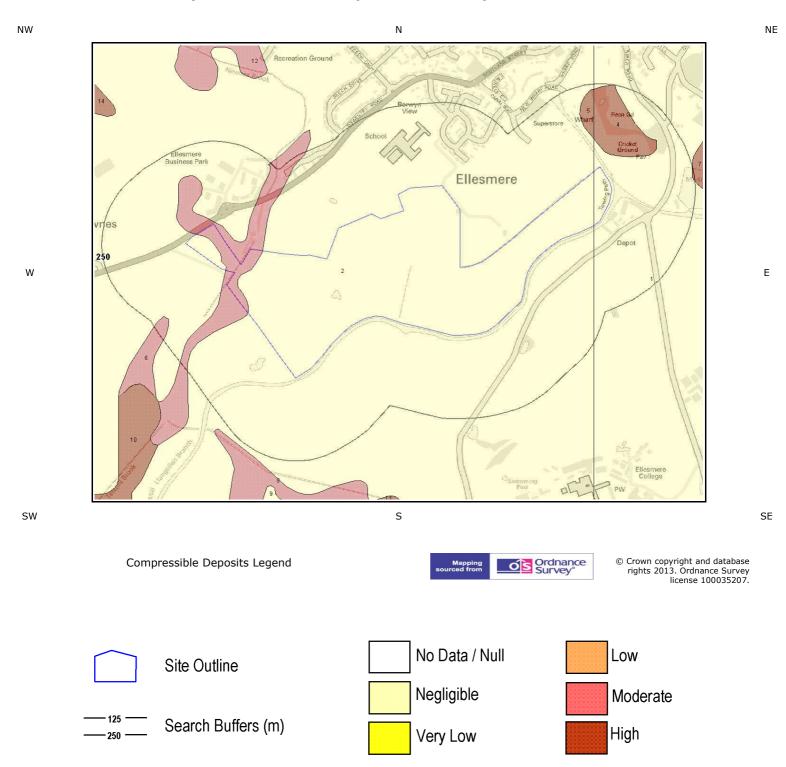


4.3 Ground Dissolution Soluble Rocks Map



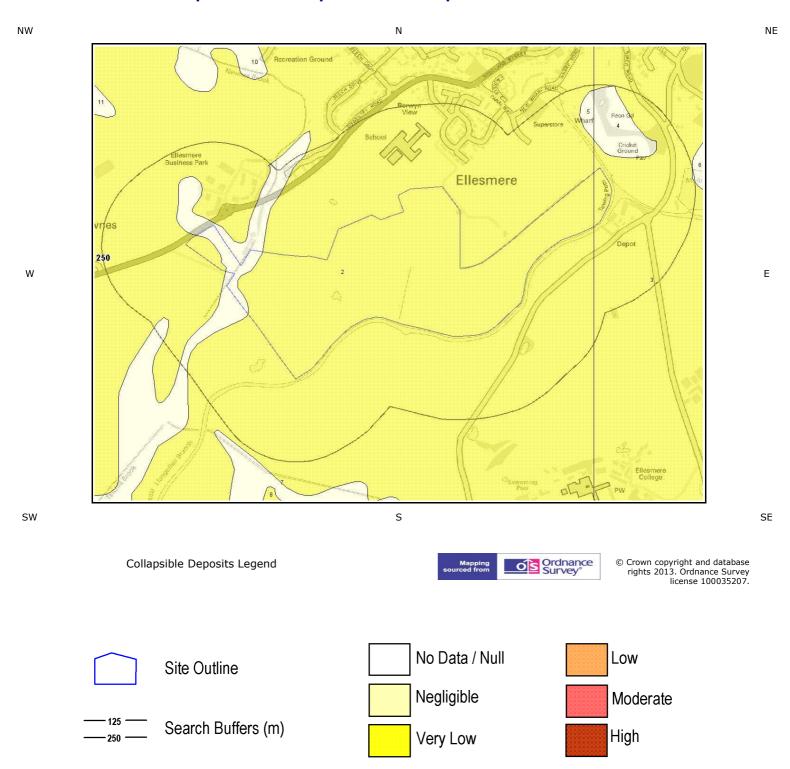


4.4 Compressible Deposits Map



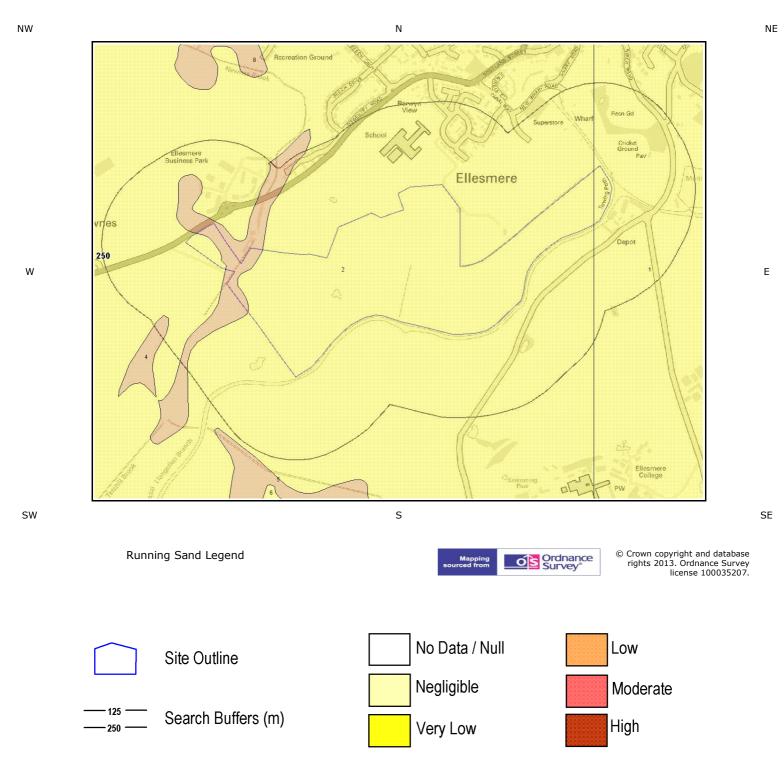


4.5 Collapsible Deposits Map





4.6 Running Sand Map





4. Natural Ground Subsidence

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

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

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

4.1 Shrink - Swell Clays

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

ID	Distance (m) *	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
2	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
3	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
4	47.0	NE	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
2	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

4.3 Ground Dissolution of Soluble Rocks

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



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

Distance (m)*	Direction	Hazard Rating	Details
0.0	On site	Null-Negligible	Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation
			required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

4.4 Compressible Deposits

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

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
2	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
3	0.0	On Site	Moderate	Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property - possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.
4	47.0	NE	High	Very significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Construction may not be possible at economic cost. For existing property - probable increase in insurance risk from compressibility especially if water conditions or loading of the ground change significantly.

4.5 Collapsible Deposits

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

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
2	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
3	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
4	47.0	NE	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

4.6 Running Sands



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

ID	Distance (m)*	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
2	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
3	0.0	On Site	Low	Possibility of running sand problems after major changes in ground conditions. Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should reduce likelihood of problems due to running sand. For new build consider possibility of running sand into trenches or excavations if water table is high or sandy strata are exposed to water. Avoid concentrated water inputs to site. Unlikely to be an increase in construction costs due to potential for running sand. For existing property no significant increase in insurance risk due to running sand problems is likely.



NE

Е

SE

5. Borehole Records Map

NW Ellèsmere W SW © Crown copyright and database rights 2013. Ordnance Survey license 100035207. Borehole Records Legend Site Outline **Borehole Locations**

Search Buffers (m)

125

250



5. Borehole Records

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

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

22

ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length (m)	Borehole Name
1	40.0	E	339640,33 4170	SJ33SE79	-1.0	ELLESMERE STW WEST MIDLANDS 1
2A	40.0	Е	339640,33 4230	SJ33SE81	-1.0	ELLESMERE STW WEST MIDLANDS WS1
3A	40.0	E	339640,33 4230	SJ33SE82	-1.0	ELLESMERE STW WEST MIDLANDS WS2
4	60.0	E	339660,33 4210	SJ33SE80	-1.0	ELLESMERE STW WEST MIDLANDS 2
5	69.0	NE	339600,33 4360	SJ33SE58	2.5	ELLESMERE FOUL AND SURFACE WATER SEWERAGE 4
6	73.0	NW	339850,33 4330	SJ33SE59	6.0	ELLESMERE FOUL AND SURFACE WATER SEWERAGE 5
7B	95.0	NW	339950,33 4440	SJ33SE67	-1.0	ELLESMERE, SHROPSHIRE TP6
8B	97.0	NW	339960,33 4450	SJ33SE68	-1.0	ELLESMERE, SHROPSHIRE TP7
9C	111.0	NW	339950,33 4460	SJ33SE69	-1.0	ELLESMERE, SHROPSHIRE TP8
10C	111.0	NW	339950,33 4460	SJ33SE61	-1.0	ELLESMERE, SHROPSHIRE 2
11C	116.0	NW	339930,33 4450	SJ33SE66	-1.0	ELLESMERE, SHROPSHIRE TP5
12C	124.0	NW	339930,33 4460	SJ33SE60	-1.0	ELLESMERE, SHROPSHIRE 1
13C	125.0	NW	339940,33 4470	SJ33SE70	-1.0	ELLESMERE, SHROPSHIRE TP9
14C	131.0	NW	339930,33 4470	SJ33SE65	-1.0	ELLESMERE, SHROPSHIRE TP4
15D	139.0	NW	339930,33 4480	SJ33SE71	-1.0	ELLESMERE, SHROPSHIRE TP10
16D	145.0	NW	339920,33 4480	SJ33SE64	-1.0	ELLESMERE, SHROPSHIRE TP3
17D	147.0	NW	339930,33 4490	SJ33SE63	-1.0	ELLESMERE, SHROPSHIRE TP2
18	159.0	N	339971,33 4525	SJ33SE78	-1.0	NORTH SHROPSHIRE MUSEUM,ELLESMERE 6
19	169.0	NW	339920,33 4510	SJ33SE62	-1.0	ELLESMERE, SHROPSHIRE TP1
20	180.0	NW	339890,33 4500	SJ33SE17	27.43	ELLESMERE MILK FACTORY
21	209.0	N	339989,33 4580	SJ33SE77	-1.0	NORTH SHROPSHIRE MUSEUM,ELLESMERE 5
22	232.0	NE	339720,33 4470	SJ33SE57	3.0	ELLESMERE FOUL AND SURFACE WATER SEWERAGE 3

Additional online information is available for the following boreholes listed above:

#5: http://scans.bgs.ac.uk/sobi_scans/boreholes/13210953

#6: http://scans.bgs.ac.uk/sobi_scans/boreholes/13210954

#20: http://scans.bgs.ac.uk/sobi scans/boreholes/153011

#22: http://scans.bgs.ac.uk/sobi_scans/boreholes/13210952



6.Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary:

12

For further information on how this data is calculated and limitations upon its use, please see the GroundSure GeoInsight User Guide, available on request.

			l	Estimated Geometr	ric Mean Soil Concer	ntrations (mg/kg)	
Distance (m)*	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	<15 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	15 - 25 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
24.0	SW	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
47.0	NE	RuralSoil	15 - 25 mg/kg	1.8 - 2.2	60 - 90 mg/kg	15 - 30 mg/kg	<150 mg/kg
				mg/kg			

^{*}As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.



7. Contacts

GroundSure Helpline

Telephone: 08444 159 000 info@4c.groundsure.com



British Geological Survey Enquiries

Kingsley Dunham Centre

Keyworth, Nottingham NG12 5GG

Tel: 0115 936 3143. Fax: 0115 936 3276.

Email: enquiries@bgs.ac.uk Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological

enquiries

British Gypsum

British Gypsum Ltd, East Leake, Loughborough, Leicestershire,

LE12 6HX

Tel: www.british-gypsum.com



The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG

Tel: 0845 762 6848

DX 716176 Mansfield 5 www.coal.gov.uk



Harris and Pearson Building, Brettel Lane, Brierley Hill, West

Midlands DY5 3LH

Tel: +44 (0) 1384 262 000 Email: enquiries.gs@jpb.co.uk Website: www.jpb.co.uk



Romsey Road, Southampton SO16 4GU

Tel: 08456 050505

Mapping sourced from

AUTHORITY

POOLE

JOHNSON

BLOOMER

CONSULTANTS

The



Getmapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW

Tel: 01252 845444

Peter Brett Associates

Caversham Bridge House, Waterman Place, Reading

Berkshire RG1 8DN

Tel: +44 (0)118 950 0761 E-mail: reading@pba.co.uk

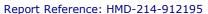


Acknowledgements

PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028].

This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.





Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"User Guide" means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.groundsure.com) and forming part of this Contract.

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

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

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

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

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

4 Reliance

- 4.1The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.
- 4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;
 - (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.
- 4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.
- 4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

- 5.1 GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").
- 5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.
- 5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.
- 6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.
- 6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;

- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

- 7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:
- (i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.
- 7.4 GroundSure shall not be liable for
 - (i) loss of profits;
 - (ii) loss of business:
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii)loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

- 8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:
- (i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.
- 9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:
- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are(a) supplied to the Client's specification(s) and in any event(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

- 10.1 Upon termination of the Contract:
- (i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and
- (ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery
- 11.1 The Client warrants that it shall:
- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of GroundSure's anti-bribery and anticorruption policies as are notified to the Client from time to time; and
- (iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.
- 11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

- 12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.
- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.
- 12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.

- 12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.
- 12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
- (viii) changes in law; or
- (ix) any other reason beyond GroundSure's reasonable control.
- In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.
- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.
- 12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.
- 12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.

© GroundSure Limited June 2013



APPENDIX 5 REGULATORY CORRESPONDENCE



Tom Horner
BWB Consulting Limited
5th Floor
Waterfront House
Station Street
Nottingham
NG2 3DQ

Shropshire Council Shirehall Abbey Foregate Shrewsbury SY2 6ND

Date:

19/06/2013

My ref:

1073/AW1

Your ref:

NE12/910

Dear Sir

Environmental Information Regulations 2004 Environmental Information Request 1073 Land South of Ellesmere Marina, Ellesmere, Shropshire

Further to your Environmental Information Request dated 10th June 2013, please find my response below.

Any areas of land filling (closed or operational) on or within a 500m radius of the sites

Our records show there is one historical landfill site located within 500m of the site boundary.

Waste management licence/disposal licence no: 3200/0284

Types of waste accepted at the site (including volumes if known): We do not currently hold any information as to the types and quantities of waste deposited

Licence issue and cancellation date: Unknown, but last filled in December 1974

Grid reference: NGR 340100, 334500

Depth of waste and previous land use of site: We do not currently hold any information on this

Any engineering data, including lining systems or environmental monitoring: We do not currently hold any information on this

Details of any active landfill or leachate control measures: Gas survey indicated negligible levels of methane and only background levels of carbon dioxide



Have the sites or any areas of land in the immediate surrounding areas been classified as 'contaminated land' under the provisions of Part IIA of the Environmental Protection Act 1990? If no determinations have yet been made regarding this legislation are there any currently known reasons that would affect the future classification of this site.

Based on the current use of the site, and our records at this moment in time, we have not identified the site or surrounding sites within 250 metres as contaminated land as defined under Part IIA of the Environmental Protection Act 1990. As a result, we are not considering any action at this moment in time whether formal or informal under this legislation.

Have the sites been occupied by an authorised process? Are there any Part A or Part B authorised processes within a 250m radius of the sites?

No. Our current information shows there are no Part A2 or Part B processes located within a 250 metre radius of the site.

Have there been any instances of nuisance associated with the sites or immediate surrounding premises? Have any formal notices been issued by the Authority?

We are not aware of any instances of nuisance associated with the sites or immediate surround premises, nor have any formal notices been issued by Shropshire Council at this current time.

Are there any private water abstractions within a 1km radius of the sites? If there are, where are they in relation to the site, volume, etc.

There is one private water supply located approximately 852m from the centre of the site. The supply is known as PWS The College Borehole and is classed as a Large supply. The grid reference is 340096, 333458.

The information provided has been obtained from information that is presently available to Officers of the Environmental Protection and Prevention Team. However, neither the Council, nor any Council Officer can guarantee the accuracy of the information as much of the information held was compiled historically by other bodies/agencies and this should be taken into consideration for its use.

The cost for providing this information will be £67.75 (which represents the time taken to research and write this report) and an invoice will be sent out separately.

Please do not hesitate to contact me if you have any further queries.

Yours sincerely

Mr Aden Walker

Public Protection Officer - Specialist (Environmental Information)

Environmental Protection & Prevention Team

Public Protection

aden.walker@shropshire.gov.uk

Tel: 01743 251866



Tom Horner Our Ref: W-3819
BWB Consulting Ltd

e-mail: tom.horner@bwbconsulting.com

Date: 1 July 2013

Dear Tom Horner

Request for information under the Freedom of Information Act 2000 (FOIA) / Environmental Information Regulations 2004 (EIR). Environment Search: site near Ellesmere, Shropshire

Thank you for your enquiry which was received on 13/06/2013

Requests for information that is recorded are generally governed by the Freedom of Information Act 2000 (FOIA). The information you have requested is environmental and it is therefore exempted from the provisions of FOIA by FOIA s.39(1). We have therefore considered your request under the provisions of the Environmental Information Regulations 2004 (EIR).

Water Quality (chemical) data

Please find attached a spreadsheet of the Water Quality Data

Historic Landfill site

According to records held at this office there is one historic landfill sites within 500 metres of the site. Birches Road, Ellesmere. Last input: on 31 December 1974. Household Waste. The Agency holds no accurate information as to the types and quantities of waste deposited. Gas survey indicated negligible levels of methane and only background levels of carbon dioxide.

We only hold records relating to waste management sites licensed under the Control of Pollution Act 1974 and the Environmental Protection Act 1990. We do not hold complete records of sites which may have been filled illegally nor do we necessarily hold records of sites completed before the introduction of licensing. We do not hold information on landfill sites in- filled without the need for a licence or registered exemption. I suggest you contact the relevant Local Authority for more information.

The existence of a landfill site can only be established beyond reasonable doubt by carrying out a detailed site investigation.

Environment Agency, Riversmeet House, Newtown Industrial Estate, Northway Lane, Tewkesbury, Gloucestershire, GL20 8JG

Customer services line: 03708 506 506 Email: enquiries@environment-agency.gov.uk www.environment-agency.gov.uk According to records held at this office there are --- licensed landfill sites within 250 metres of the site. We only hold records relating to waste management sites licensed under the Control of Pollution Act 1974 and the Environmental Protection Act 1990. We do not hold complete records of sites which may have been filled illegally nor do we necessarily hold records of sites completed before the introduction of licensing. We do not hold information on landfill sites in- filled without the need for a licence or registered exemption. I suggest you contact the relevant Local Authority for more information.

Contaminated Land - Special Sites:

Part IIa of the Environmental Protection Act 1990 was implemented on 1 April 2000. Local Authorities had 15 months to prepare a strategy to inspect their area for Contaminated Land.

The Local Authority is the enforcing authority for Part 2A of EPA 1990 and they would hold a register of all sites within the Local Authority. I would recommend that the applicant contacts the Contaminated Land Officer within that authority to consult the register as requested.

We do not hold comprehensive information on historic land use. You are advised to refer to historic maps, planning records and other public and/or archived records.

Environment Management - Pollution Incidents

We are unaware of any relevant current or recent problems connected to this site.

Groundwater flow & Aquifers

Published geological maps show the eastern part of the site to be underlain by the Wilmslow sandstone Formation, which is classed as a Principal aquifer; this is overlain over the majority of the site by till deposits, classed as unproductive. To the north west of the site, near to the road, the sandstone is overlain by deposits of alluvium and glacial-fluvial deposits, which are both classed as secondary A aquifers.

The nearest private groundwater supply is located approximately 580m from the site boundary. As there may be others in the area we would recommend the applicant contact the Local Authority Environmental Health Dept as they hold the Private Supplies Register and may have more information.

The location provided does not lie within a source protection zone.

The site is located adjacent to the sewage works and the development site, formerly the Ellesmere Creamery, which was previously also the location of the gasworks. The site is located adjacent to the canal; an engineering works was located to the south of the canal. A number of potentially contaminative site uses, a Foundry, Timber Yard and wharf were located in the vicinity. Please see historical maps for further information.

We do not hold any records of groundwater levels in this area and are therefore not able to provide this information.

Environment Agency, Riversmeet House, Newtown Industrial Estate, Northway Lane, Tewkesbury, Gloucestershire, GL20 8JG

Customer services line: 03708 506 506 Email: enquiries@environment-agency.gov.uk www.environment-agency.gov.uk The Wilmslow sandstone Formation is a Principal aquifer, these are geological strata that exhibit high intergranular and/or fracture permeability. They usually provide a high level of water storage. They may support water supply and/or river base flow on a strategic scale. Principal Aquifers equate in most cases to aquifers previously designated as Major Aquifer. Perched groundwater systems would also be expected within the overlying deposits. There are a number of field drains in the area indicating potential for shallow groundwater.

I hope that we have correctly interpreted your request. Please see the Standard Notice for details of permitted use.

If you are not satisfied with our response to your request for information you can contact us to ask for our decision to be reviewed. If you are still not satisfied following this, you can then make an appeal to the Information Commissioner, who is the statutory regulator for Freedom of Information.

The address is:

Office of the Information Commissioner, Wycliffe House, Water Lane, Wilmslow,

Cheshire, SK9 5AF. Tel: 01625 545700. Fax: 01625 524 510.

E-mail:mail@ico.gsi.gov.uk.

Website: http://www.informationcommissioner.gov.uk

Yours sincerely

Matthew Weston
External Relations Officer

For further information please contact the Midlands Customer Services Team West/Central/East on 01734 28310/3412

Direct e-mail:- MIDLANDSCUSTOMERSERV@environment-agency.gov.uk

Environment Agency, Riversmeet House, Newtown Industrial Estate, Northway Lane, Tewkesbury, Gloucestershire, GL20 8JG

Customer services line: 03708 506 506 Email: enquiries@environment-agency.gov.uk www.environment-agency.gov.uk

Environment Agency Landfill Map - Ellesmere, Shropshire [ref: W-3819] Legend Historic Landfill Sites Loop Farm Loop Playing Field Cana Birch Road! Ellesmere Cricket Ground Ellesmere Ellesmere Sewage Works © Environment Agency copyright and / or database rights 2012. All rights reserved. © Crown Copyright and database right 2012. Ordnance Survey licence number 100024198.



APPENDIX 6 CIRIA RISK CLASSIFICATION SCHEME

BWB Preliminary Risk Assessment Methodology (After NHBC Guidance for the Safe Development of Housing on Land Affected by Contamination (2008)

NHBC Guidance for the Safe Development of Housing on Land Affected by Contamination (2008) sets out a methodology for the estimation of risk.

At Phase 1 the risk estimation will take the form of a qualitative risk assessment, which will be entirely based on the conceptual model for each potential end-use of the site. Comments on level of uncertainty will also need to be included for each source-pathway-target linkage to allow the confidence in the assessed risks to be understood. The results of the qualitative risk assessment will allow the risk evaluation to be concisely described in the following chapters.

The methodology for risk evaluation is a qualitative method for interpreting the output for the risk estimation stage of the assessment. It involves the classification of the:

- the magnitude of the potential consequence (i.e. severity).
 [takes into account both the potential severity of the hazard and the sensitivity of the receptor]
- the magnitude of probability (i.e. likelihood).

[takes into account both the presence of the hazard and receptor and the integrity of the pathway]

Classification of Consequence

Olassinoalion of Gonsequence					
Classification	Definition	Examples			
Severe (Sv)	Highly elevated concentrations likely to result in "significant harm" to human health as defined by the EPA 1990, Part 2A, if exposure occurs. Equivalent to EA Category 1 pollution incident including persistent and/or extensive effects on water quality; leading to closure of a potable abstraction point; major impact on amenity value or major damage to agriculture or commerce. Major damage to aquatic or other ecosystems, which is likely to result in a substantial adverse change in its functioning or harm to a species of special interest that endangers the long-term maintenance of the population. Catastrophic damage to crops, buildings or property.	Significant harm to humans is defined in circular 01/2006 as death, disease*, serious injury, genetic mutation, birth defects or the impairment of reproductive functions. Major fish kill in surface water from large spillage of contaminants from site. Highly elevated concentrations of List I and II substances present in groundwater close to small potable abstraction (high sensitivity). Explosion, causing building collapse (can also equate to immediate human health risk if buildings are occupied).			
Medium (Md)	Elevated concentrations which could result in "significant harm" to human health as defined by the EPA 1990, Part 2A if exposure occurs. Equivalent to EA Category 2 pollution incident including significant effect on water quality; notification required to abstractors; reduction in amenity value or significant damage to agriculture or commerce. Significant damage to aquatic or other ecosystems, which may result in a substantial adverse change in its functioning or harm to a species of special interest that may endanger the long-term	Significant harm to humans is defined in circular 01/2006 as death, disease*, serious injury, genetic mutation, birth defects or the impairment of reproductive functions. Damage to building rendering it unsafe to occupy e.g. foundation damage resulting in instability. Ingress of contaminants through plastic potable water pipes			

	maintenance of the population.	
	Significant damage to crops, buildings or property.	
Mild (Mi)	Exposure to human health unlikely to lead to "significant harm".	Exposure could lead to slight short-term effects (e.g. mild skin rash).
(,	Equivalent to EA Category 3 pollution incident including minimal or short lived effect on water quality; marginal effect on amenity value, agriculture or commerce.	Surface spalling of concrete.
	Minor or short lived damage to aquatic or other ecosystems, which is unlikely to result in a substantial adverse change in its functioning or harm to a species of special interest that would endanger the long-term maintenance of the population.	
	Minor damage to crops, buildings or property.	
Minor	No measurable effect on humans.	The presence of contaminants at
(Mr)	Equivalent to insubstantial pollution incident with no observed effect on water quality or ecosystems. Repairable effects	such concentration that protective equipment is required during site works.
	of damage to buildings, structures and services.	The loss of plants in a landscaping scheme.
		Discolouration of concrete.

^{*} For these purposes, disease is to be taken to mean an unhealthy condition of the body or a part of it and can include, for example, cancer, liver dysfunction or extensive skin ailments. Mental dysfunction is included only insofar as it is attributable to the effects of a pollutant on the body of the person concerned.

The classification of consequence does not take into account the probability of the consequence being realised. Therefore there may be more than one consequence for a particular pollutant linkage. Both a severe and medium classification can result in death. Severe relates to short term (acute) risk while medium relates to long term (chronic) risk. Mild relates to significant harm but to less sensitive receptors. Minor classification relates to harm which is not significant but could have a financial cost.

Classification of Probability

Classification	Definition	Examples	
High likelihood (Hi)	There is a pollutant linkage and an event that either appears very likely in the short term and almost inevitable in the long term, or there is evidence at the receptor or harm or pollution	 a) Elevated concentrations of toxic contaminants are present in soils in the top 0.5m in a residential garden. b) Ground/groundwater contamination could be present from chemical works, containing a number of USTs, having been in operation on the same site for over 50 years. 	
Likely (Li)	There is a pollutant linkage and all the elements are present and in the right place, which means that it is probable that an event will occur. Circumstances are such that an event is not inevitable, but possible in the short term and likely over the long term.	 a) Elevated concentrations of toxic contaminants are present in soils at depths of 0.5-1.0m in a residential garden, or the top 0.5m in public open space. b) Ground/groundwater contamination could be present from an industrial site containing a UST present between 1970 and 1990. The tank is known to be single skin. There is no evidence of leakage although there are no records of integrity tests. 	
Low likelihood (Lw)	There is a pollutant linkage and circumstances are possible under which an event could occur. However, it is by no means certain that even over a longer period such event would take place and is less	a) Elevated concentrations of toxic contaminants are present in soils at depths >1m in a residential garden, or 0.5-1.0m in public open space. b) Ground/groundwater contamination could	

	likely in the short term.	be present on a light industrial unit constructed in the 1990s containing a UST in operation over the last 10 years – the tank is double skinned but there is no integrity testing or evidence of leakage.
Unlikely (UI)	There is a pollutant linkage but circumstances are such that it is improbable that an event would occur even in the very long term.	a) Elevated concentrations of toxic contaminants are present below hardstanding. b) Light industrial unit <10 yrs old containing a doubleskinned UST with annual integrity testing results available.

The classification gives a guide as to the severity and consequence of identified risk when compared with other risk presented on the site. It should be noted that if a risk is identified it cannot be classified as "no risk" but as "very low risk". Differing stakeholders may have a different view on the acceptability of a risk.

Risk Evaluation Matrix

		Consequence				
		Severe (Sv)	Medium (Md)	Mild (Mi)	Minor (Mr)	
	High likelihood (Hi)	Very high risk (VH)	High Risk (H)	Moderate Risk (M)	Mod/low risk (M/L)	
oility	Likely (Li)	High risk (H)	Moderate risk (M)	Mod/low risk (M/L)	Low risk (L)	
Probability	Low likelihood (Lw)	Moderate risk (M)	Mod/low risk (M/L)	Low risk (L)	Very low risk (VL)	
	Unlikely (UI)	Mod/low risk (M/L)	Low risk (L)	Very low risk (VL)	Very low risk (VL)	

Risk Categorisations

Very high risk (VH)	There is a high probability that severe harm could arise to a designated receptor from an identified hazard, OR, there is evidence that severe harm to a designated receptor is currently happening. This risk, if realised, is likely to result in a substantial liability. Urgent investigation (if not undertaken already) and remediation are likely to be required.
High risk (H)	Harm is likely to arise to a designated receptor from an identified hazard. Realisation of the risk is likely to present a substantial liability. Urgent investigation (if not undertaken already) is required and remedial works may be necessary in the short-term and are likely over the longer-term.
Moderate risk (M)	It is possible that harm could arise to a designated receptor from an identified hazard. However, it is either relatively unlikely that any such harm would be severe, or if any harm were to occur it is more likely that the harm would be relatively mild. Investigation (if not already undertaken) is normally required to clarify the risk and to determine the potential liability. Some remedial works may be required in the longer-term.
Low risk (L)	It is possible that harm could arise to a designated receptor from an identified hazard, but it is likely that this harm, if realised, would at worst normally be mild.
Very low risk (VL)	There is a low possibility that harm could arise to a receptor. In the event of such harm being realised it is not likely to be severe.

Reference

Rudland, D J, Lancefield, R M, Mayell, P N; 2001; Contaminated land Risk Assessment. A guide to Good Practice; CIRIA Report C552.

The NHBC (National House-Building Council) the Environment Agency and the Chartered Institute of Environmental Health, 2008, Guidance for the Safe Development of Housing on Land Affected by Contamination R&D66:











BIRMINGHAM | LEEDS | LONDON | MANCHESTER | NOTTINGHAM