LUSTRE CONSULTING

SIBSON MILL OUTBUILDINGS, NUNEATON

PHASE I CONTAMINATED LAND ASSESSMENT

SEPTEMBER 2011

1085/SO/09-11/063

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REPORT REF: 1085/SO/09-11/063

CLIENT: RJH Construction Design Ltd

CONSULTANT: Lustre Consulting Limited
239 Southborough Lane
Bromley
Kent
BR2 8AT

Tel.: 07540 985 264

Report Prepared By:



……
S Oliver BSc (Hons) MRes

Report Reviewed By:



……
M Dean B Eng (Hons) Env

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1.0 INTRODUCTION

1.1 This Phase I Contaminated Land Assessment (also known as a desk study) for the proposed commercial development at Sibson Mill, Nuneaton has been prepared by Lustre Consulting Ltd for the benefit of RJH Construction Design Ltd. The assessment has been undertaken in accordance with our fee proposal dated 2 September 2011 which was formally approved by RJH Construction Design Ltd on 2 September 2011.

1.2 The site comprises a collection of historic outbuildings set within the wider Sibson Mill Farm, to the north of Nuneaton, as shown in Figure 1 below. A planning application has been submitted to Hinckley & Bosworth Borough Council for the demolition of the outbuildings and replacement with a single storey workshop, as shown in Figure 2. The Environment Agency however, acting as a consultee to the Local Authority, has objected to the proposed development due to the potential for pollution of controlled waters. A large pond which flows into the River Sence is located less than 20m from the outbuildings. The Environment Agency therefore require a phased contaminated land assessment in accordance with *PPS 23: Planning and Pollution Control (Annex 2 – Development on Land Affected by Contamination)* (Ref.1) to identify any potential contamination associated with the proposed development and assess the risk posed to the controlled waters. This Phase I Contaminated Land Assessment (also known as a desk study) will form the first stage of the assessment, to support the planning application prior to Hinckley & Bosworth Borough Council's decision notice.

1.3 For the purposes of this assessment, the 'site' refers to the outbuildings and area of proposed development and not the wider Sibson Mil Farm.

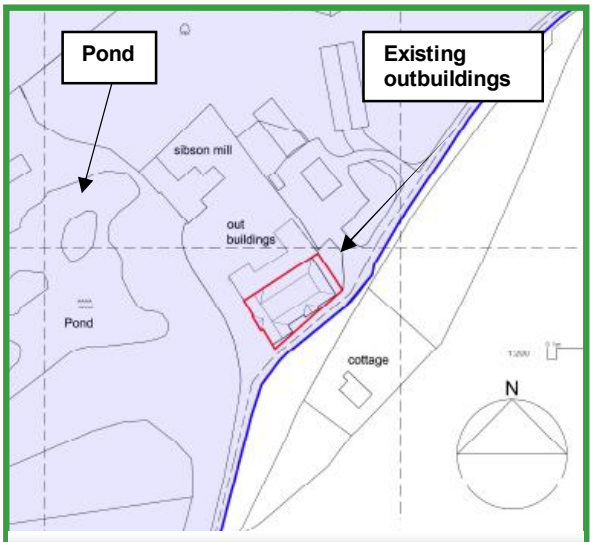


Figure 1: Existing Site Layout

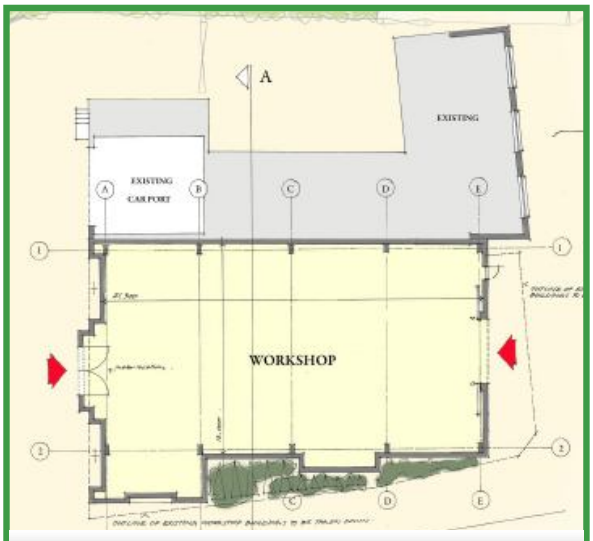


Figure 2: Proposed Site Layout

Scope of Works

1.4 This Phase 1 Contaminated Land Assessment comprises a desk study review of existing information on the site combined with a site walkover and an assessment of potential environmental liabilities and is in keeping with the requirements of local planning procedures, best practice and planning guidance such as that set out in *PPS 23: Planning and Pollution Control (Annex 2 – Development on Land Affected by Contamination)* (Ref.1) which requires a phased risk based approach when dealing with land affected by contamination. A detailed description of the methodology for undertaking a Phase 1 Contaminated Land Assessment is in Appendix A. The main aspects are summarised below:

- Review of available historical Ordnance Survey maps of the site and surrounding areas.
- Review of published geological, hydrogeological and hydrological records to assess the environmental setting of the site and surrounding areas.
- Review of available public information and up-to-date regulatory information from regulatory authorities to identify any potentially significant environmental issues at the site and surrounding areas.
- Review of any existing information and reports relating to the site and surrounding area, including any available plans.
- Site walkover to assess the potential for environmental liabilities associated with the site and surrounding area which may impact on the development potential.
- Development of a conceptual model and risk assessment following the recommended pollution linkage method of potential contaminative sources, pathways and receptors on the site or surrounding properties.

1.5 The report has been prepared using published information and information provided by the Client which was made available at the time of writing only. No liability is extended to any information which has become available since this time. No third party liability or duty of care is extended. Third parties using information contained in this report do so at their own risk.

Land Quality Assessment Methodology

1.6 Environmental regulators use the "source-pathway-target pollution linkage" concept when assessing the risk posed by a contaminated site and for a liability to arise each stage of the

pollution linkage must be present. If there is no pollution linkage, then there is no risk. If a pollution linkage is established, the assessment will then consider the level risk and whether any further works or actions are required to clarify, manage or mitigate the risk. The method of assessment is in accordance with available guidance from the *Department of the Environment Transport and the Regions (DETR) Statutory Guidance on Contaminated Land* (Ref. 2) and *Model Procedures (CLR11) produced by the Department for Environment, Food & Rural Affairs (DEFRA) and the Environment Agency (EA)* (Ref. 3).

1.7 References to the word "contamination" in this report relate to the statutory definition of contaminated land under the Environmental Protection Act 1990: Part IIA Contaminated Land Statutory Guidance: Edition 2, May 2006 unless otherwise stated.

1.8 That definition is: "*any land which appears to the Local Authority in whose area it is situated to be in such a condition, by reason of substances on in or under the land that –*

a) Significant harm is being caused or there is a significant possibility of such harm being caused; or

b) Significant pollution of water environment is being caused or there is significant possibility of such pollution being caused".

Report Structure

1.9 The report structure generally follows the pollution linkage method, with Chapter 2 of the report provides information relating to the "source(s)" of potential contamination through a study of current and historical land use, whilst the environmental setting information in Chapter 3 relates to the "target" and "pathway" stages. Chapter 4 assesses the findings of the conceptual model and risk assessment with conclusions set out in Chapter 5 and recommendations for further actions, where considered necessary, in Chapter 6. The report references are listed in Chapter 7.

2.0 LAND USE

Site Location

2.1 The site is situated with Sibson Mill Farm, located off Wellsborough Road approximately 2km north of the village of Sibson, near Nuneaton. The site is centered within OS grid reference E434440 N302515, as shown in Figure 3 below. The site covers an approximate area of 0.5ha and is shown within the red line boundary.

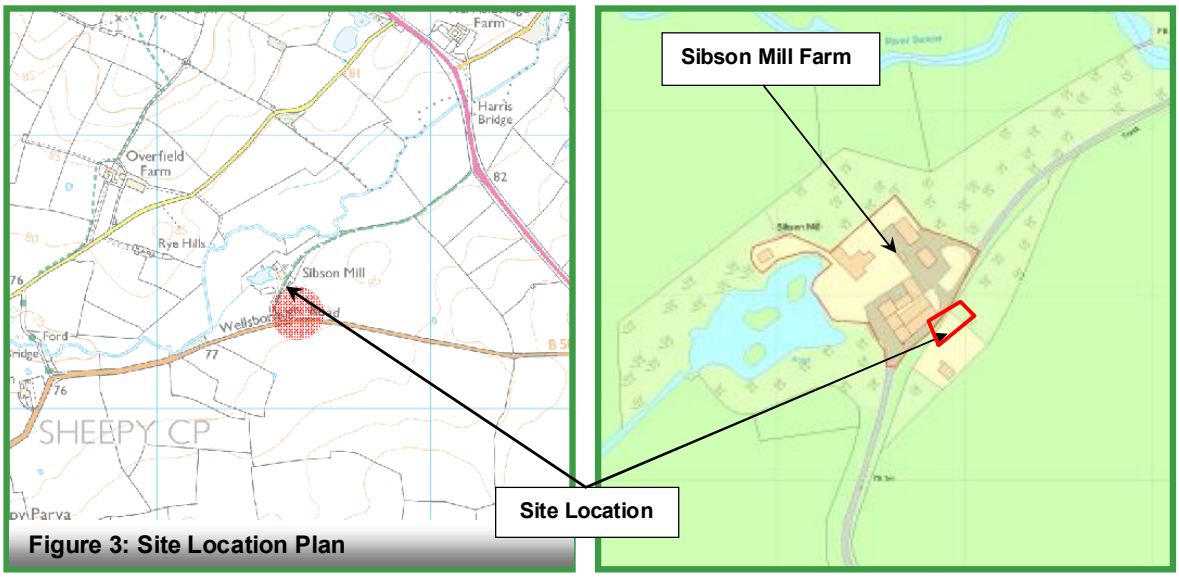


Figure 3: Site Location Plan

Site Walkover & Inspection

2.2 A walkover of the site was carried out by Lustre Consulting on Monday 5th September 2011. During this walkover, the following key observations were made with regard to the current site activities.

General Description & Observations

2.3 The site consists of a collection of historic outbuildings set within the wider Sibson Mill Farm (as shown in Plates 1 and 2 overleaf). There are a total of three separate structures of various ages subdivided into six main areas, as shown in Figure 4 overleaf. The majority of the outbuildings comprise of a single storey brick construction with pitched tiled roofs and brick flooring. The exception to this is outbuilding No. 3 which comprises an open corrugated steel canopy only with soft ground flooring.

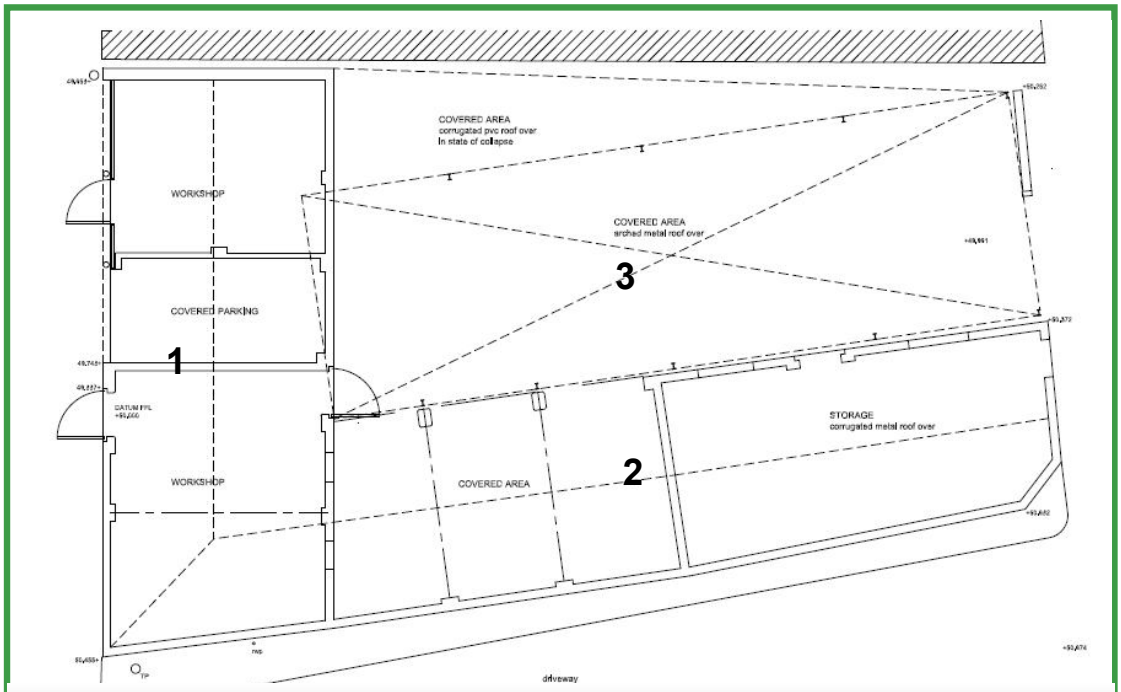


Figure 4: Current outbuilding layout plan

2.4 Outbuilding No. 1 appeared to be the most recently constructed comprising of two separate workshops subdivided by a covered parking space. Access into the northern workshop was not obtained during the site walkover however anecdotal evidence from a site worker suggested that it was used for general domestic storage only. The southern workshop was also empty at the time of the site walkover. Outbuilding No. 2 comprises of two separate storage rooms; both of which were also relatively empty with the exception of localised domestic storage (see paragraph 2.7). Outbuilding No. 3, the open canopy, was also generally empty with the exception of localised landscaping equipment.



Plate 1: View of outbuildings from the northeast



Plate 2: View of outbuildings from the southeast

2.5 The outbuildings are situated within the wider Sibson Mill Farm with the immediate surrounding area therefore comprising a mixture of residential and light commercial use. Single storey storage buildings are located adjacent to outbuilding No. 3 to the northwest.

The main farmhouse is located further northwest of the outbuildings with separate stables, garages and office space located to the north. The farm is set within open grassland and greenfields with the large pond located in the west of the farm.



Plate 3: Stables and garages of Sibson Mill Farm



Plate 4: Large pond within Sibson Mill Farm

Materials Storage

2.6 No significant materials storage, such as bulk fuel tanks, was observed during the site walkover. However, small scale storage comprised two 205 litre plastic drums present at the entrance of the outbuildings. One drum was empty and the other contained surface water runoff from the guttering, as shown in Plate 5. One 25 litre plastic container of fuel oil was also observed in outbuilding No. 1, however the container appeared to be in good condition and no evidence of staining or leakage was observed. Approximately eight gas cylinders were also present across the outbuildings.

2.7 Other material storage comprised an industrial cleaner and lawnmowers within outbuilding No. 3 and ad-hoc furniture pieces within outbuilding No. 2, as shown in Plate 6. Building materials, including bricks, breeze blocks and wood were also noted at the entrance to the outbuildings.



Plate 5: Plastic 205 litre drums



Plate 6: Ad-hoc furniture storage in Outbuilding

Waste Storage

2.8 Waste storage appeared to be limited to localised ad-hoc building materials including occasional bricks, glass, cable and wire. The materials were generally stored within outbuilding No. 2 directly on a brick floor with no evidence of staining.

Asbestos Containing Materials

2.9 Two small pieces of suspected asbestos containing materials (ACMs) were observed during the site walkover. The suspected ACMs comprised corrugated asbestos cement sheeting which appeared to be attached to the two windows in the roof of outbuilding No. 2. One of the pieces of suspected ACMs is shown in Plate 7.



Plate 7: Suspected ACMs

Other Relevant Information

2.10 A small drain, partly comprising a culvert, was observed onsite flowing from the outbuildings and into the large pond. The drain appeared to run from the guttering of the outbuildings into the pond, as shown in Plates 8 and 9 below.

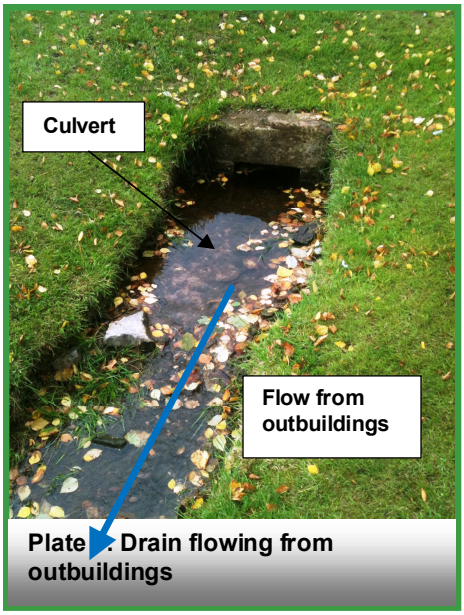


Plate 8: Drain flowing from outbuildings



Plate 9: Drain flowing into pond

Public Record Information

2.11 Information on potentially significant environmental issues and controls at the site and surrounding area may be held on public records by regulatory authorities. This information is sourced directly from the regulatory authorities and from the GroundSure database (taken within a 2 km radius of the site centre). A copy of the GroundSure report (Ref. 4) is enclosed in Appendix B. A summary of the significant environmental issues and controls in the GroundSure database are summarised in Table 1:

Table 1: Publicly Recorded Information

Public Record	On site or Off site	Features	Potential Contaminants
Discharge Consents	Offsite	There are 2 discharge consents recorded within 500m of the site, the closest relating to a sewage discharge from Sibson Mill approximately 76m N of the site. The second record also relates to sewage discharge at Rye Hills Farm approximately 304m W of the site.	-

Potential impact to the site from significant environmental issues is in bold.

The approximate bearing of identified features is abbreviated with the first letter (e.g. south West = SW).

Regulator Consultations

2.12 The local environmental health officer at Hinckley & Bosworth Borough Council has been contacted in order to establish whether there are any records of any breaches of environmental regulations, pollution incidents, environmental conditions or general environmental concerns associated with the site. Any notable information received following submission of the report will be forwarded under a separate cover with a revised risk assessment (if required).

2.13 A review of the Environment Agency's website has not identified any additional pollution incidents or landfill sites to those summarised in Table 1.

Site History

2.14 The site history has been assessed by reviewing historical Ordnance Survey maps provided by GroundSure (Ref. 4). Table 2 summaries the full history of the site and surrounding area with an indication of the potential contaminants. A copy of the historical maps is enclosed in Appendix C.

2.15 Anecdotal evidence from the previous owner (who was working at Sibson Mill Farm at the time of the site walkover) indicated that the outbuildings were historically used for storage during the historic mill operations (including materials such as straw and occasional plant and machinery). He was not aware of any historical bulk fuel or chemical storage.

Table 2: Site History

Maps Dated	Onsite/ Offsite	Features	Potential Contaminants
1885, 1886	**Onsite**	The site is shown to comprise part of Sibson Mill (corn) consisting of part building and part open space.	Corn mill – potential for small scale material storage but likely to be limited to corn, flour and coal during this time.
	Offsite	The immediate surroundings of Sibson Mill comprise three buildings; one being the existing farm house with various other outbuildings. The River Sence flows approximately 125m N of the site flowing in a E to SW direction. A water channel flows from the River Sence (controlled by a sluice and weir) towards Sibson Mill. The channel continues to flow along the northern boundary of Sibson Mill, passed the farm house (and likely mill wheel) and into a smaller channel which then flows back into the River Sence approximately 320m SW of the site. A small area of marsh is shown approximately 20m W of the site (associated with the water channel). The wider area predominantly comprises open land with localised farm buildings and dwellings. Several small ponds are shown on the maps; 65m E, 120m E, 150m S, 200m E and 250m S. An irrigation channel is shown approximately 110m to the SE flowing northwards into a larger drain. The development of Sheepy Parva is shown approximately 1km to the SW of the site. An old gravel pit is present 700m E of the site.	
1901, 1903	Onsite	No significant changes are shown from the previous map.	-
	Offsite	The area of marsh to the W of the site appears to have extended in size slightly. The old gravel pit approximately 700m E of the site is no longer shown on the maps. A smithy has been constructed approximately 570m SW of the site.	Infilled gravel pit –ground gases (methane and carbon dioxide). Smithy – heavy metals and semi-volatile hydrocarbons
1924, 1925	Onsite	Slight changes are shown to the onsite buildings, some of which may comprise the existing outbuildings.	-
	Offsite	The water channel flowing along the northern boundary of Sibson Mill has become labelled as Mill Race. The smithy approximately 570m SW of the site is no longer shown on the maps. A pumping station has been constructed approximately 350m N of the site.	-
1950, 1957	**Onsite**	The outbuildings have been extended to cover the entire site area possibly comprising the present layout. Sibson Mill however, is labelled as disused.	Former Corn Mill – buildings possibly used for storage as present day.
	Offsite	Part of the water channel, Mill Race, has become marsh and the mill is labelled as disused. Additional buildings and hardstanding have been constructed within the vicinity of the mill including a small dwelling 15m S of the site and a larger rectangular area of hardstanding approximately 30m N. The area of marsh 20m W of the site is no longer shown on the maps. The pond approximately 150m S of site has been infilled. A drain has been constructed approximately 160m N of the site and the pumping station approximately 350m N of the site has been demolished.	Former Corn Mill – outbuildings possibly used for storage as present day. Infilled pond –ground gases (methane and carbon dioxide).

Maps Dated	Onsite/ Offsite	Features	Potential Contaminants
1966, 1975, 1982	Onsite / Offsite	No significant changes are shown from the previous map.	-
1994	Onsite	The previous outbuildings have been slightly altered, now comprising the current layout.	-
	Offsite	The majority of the former Sibson Mill buildings have been demolished with only the collection of outbuildings in the S of the mill and farm house still remaining. The water channel, Mill Race, is no longer shown to the N however the drain further SW is still shown on the maps. The road to the S of the site has been named Wellsborough Road.	Former Corn Mill – out buildings possibly used for storage as present day.
2002, 2011	Onsite	No significant changes are shown from the previous map.	-
	Offsite	A large pond has been constructed approximately 20m W of the site which is shown to flow into the remaining drain to the SW of the site. Three additional buildings, known to comprise stables and garages, have been constructed approximately 15m N of the site. The ponds approximately 65m E, 120m E and 200m E are no longer shown on the maps.	Infilled ponds –ground gases (methane and carbon dioxide).

Potential impact to the site from significant environmental issues is in bold. The approximate bearing of identified features is abbreviated with the first letter (e.g. south West = SW).

3.0 ENVIRONMENTAL SETTING

Geology

3.1 The 1:50,000 British Geological Survey (BGS) map (sheet 155) (Ref. 5) shows the site to be directly underlain by drift deposits comprising River Terrace Deposits (sands and gravels). The solid geology underlying the drift deposits is the Gunthorpe Member of the Mercia Mudstone Group comprising red / brown mudstone with beds of grey / green siltstone between 60 and 200m thick.

2.16 At the time of the site walkover a shallow trial pit had been excavated under the canopy of outbuilding No. 3 to enable an initial inspection of the ground conditions. As shown in Plates 10 and 11, the ground conditions comprised made ground to a depth of 0.55m bgl underlain by the natural soils. The made ground generally comprised brick rubble / demolition waste (almost like slag deposits) consisting of very fine to fine brick fragments, clinker and concrete within red brick dust and brown coarse sand. The underlying natural soils comprised fine to coarse sub-rounded to rounded flint gravels within a very sandy stiff brown clay. Water was noted at the base of the trial pit; possibly perched on top of the natural soils or as a result of surface runoff (the pit had been open for several days).



Plate 10: Excavated trial pit showing water at base



Plate 11: Made ground arisings

Hydrogeology

3.2 According to the Groundwater Vulnerability Map of England and the Environment Agency (Ref. 4, 6) the site is shown to be situated on a Superficial Secondary A aquifer (formerly classified as a minor aquifer). The aquifer is considered to comprise permeable layers capable of supporting water supplies at local rather than strategic scale and in some cases important to base flow in rivers. The underlying solid geology is classified as a Secondary B

aquifer generally comprising lower permeability layers which may store or yield limited amounts of groundwater as a result of localised features such as fissures or weathering.

3.3 The site is not situated within a Groundwater Source Protection Zone. There are three licensed groundwater abstractions recorded within 1km of the site; all of which relate to a general farming and domestic supply. The closest, at Hill Farm, is located approximately 486m west of the site. There are no potable abstraction licences recorded within 2km of the site.

3.4 According to the GroundSure Report (Ref. 4) the site is situated within an area susceptible to groundwater flooding.

3.5 A detailed description of the aquifer types, soil classification and Source Protection Zones is in Appendix A.

Hydrology

3.6 The River Sence flows from the east to the southwest approximately 125m north of the proposed development at its closest point. The quality of the River Sence is classified by the Environment Agency as moderate for ecology, very good for chemistry and good for biology (last dated 2009). Approximately 20m west of the proposed development there is also a large ornamental pond which flows into a separate drain, joining the River Sence approximately 320m southwest of the site. As described in Table 2, the pond and drain are likely to be associated with the historical water channels during the mill operation. A second smaller drain was also observed flowing from the outbuildings into the pond. The surface water features described above are illustrated in Figure 5 overleaf.

3.7 There are two surface water abstractions recorded within 1km of the site, the closest relating to spray irrigation at Sheepy approximately 170m NW and the second to general farming and domestic water at Harris Bridge Farm approximately 685m NE of the site. Both surface water sources are from the River Sence.

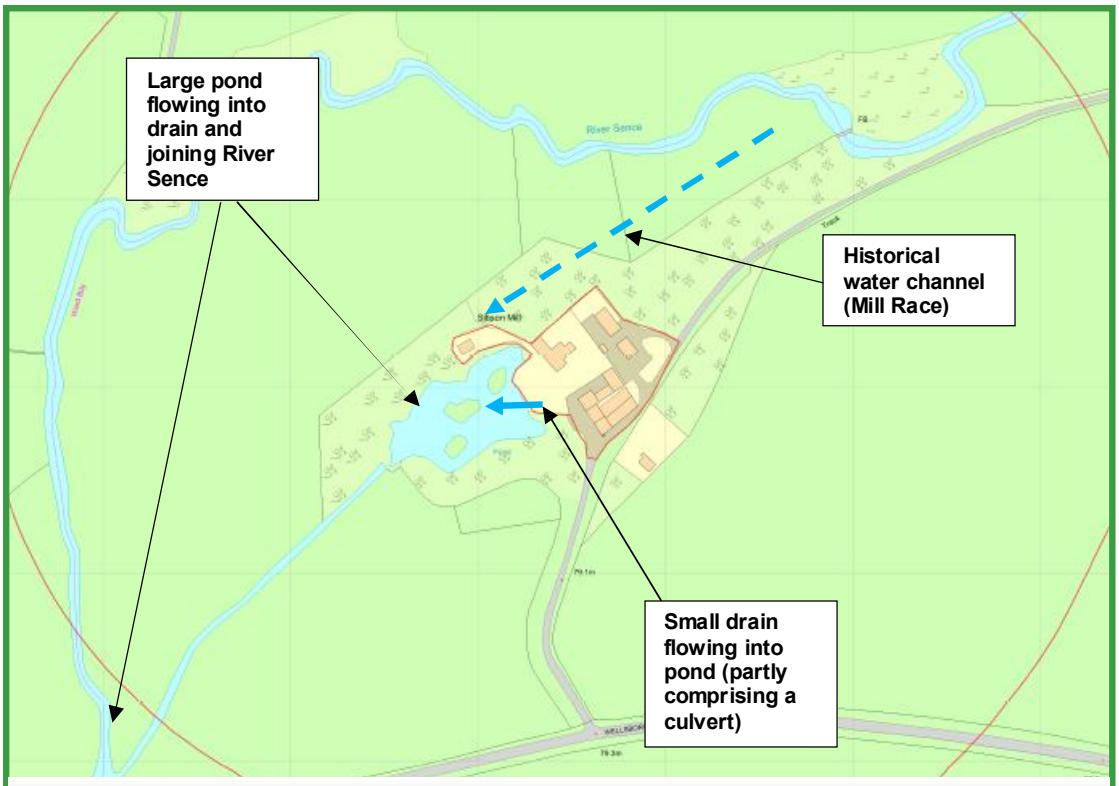


Figure 5: Surface Water Features

Ecology

3.8 There are no sites of ecological importance recorded within 500m of the site.

3.9 The site is situated within a nitrate vulnerable zone.

3.10 According to the GroundSure report there are 2 historical surface ground working features located within 250m of the site; both of which relate to ponds situated approximately 76m southeast and 167m east of the site (as described in Table 2).

3.11 There are no historical or current underground working features located within 1km of the site.

3.12 According to the GroundSure report the site is not situated within areas at risk from coal mining activities.

3.13 According to the GroundSure report, the potential for running sand and landslide ground stability hazards at the site is considered to be very low.

3.14 The GroundSure report indicates that the potential for compressible ground and shrinking or swelling clay ground stability hazards at the site is considered to be negligible to moderate. The moderate rating is likely to be due to the presence of the Gunthorpe Member.

3.15 The GroundSure report indicates that the potential for soluble rocks at the site is negligible.

3.16 The percentage of potential buildings that could be effected by radon gas above action levels in the area of the site is set out below:

Radon Affected Areas:

<1% above action level	✓
1-3% above action level	
3-10% above action level	
>10% above action level	

3.17 According to the BGS (Ref. 4), no radon protective measures are necessary in the construction of new dwellings at the site.

Environmental Sensitivity

3.18 The sensitivity of each of the identified receptors is rated depending upon the environmental setting of the site, the likelihood for pollution to occur and potential liabilities associated with a pollution incident.

	Very Low	Low	Moderate	High	Very High
Groundwater:			✓		
Surface Water:					✓
Ecology:	✓				

3.19 The sensitivity of the groundwater is considered as moderate reflecting the nature of the underlying shallow aquifer (classified as a Superficial Secondary A aquifer). The location of the site outside of a Groundwater Source Protection Zone and the absence of potable abstraction wells within 2km have also been taken into account. The nearest groundwater abstraction for farming and domestic use is recorded approximately 486m west of the site.

3.20 The sensitivity of surface water is considered as very high reflecting the presence of the large pond approximately 20m from the site, into which flows a drain (which is partly covered) from the outbuildings. The large pond flows into a separate drain which then joins the River Sence approximately 210m southwest of the site. The distance to the River Sence, a very good quality river, to the north of the site (approximately 125m) has also been taken into account. There are two surface water abstractions approximately 150m northwest and 685m northeast of the site for spray irrigation and general farming respectively.

3.21 The sensitivity of the ecology is considered very low reflecting the absence of any ecologically important sites within 500m of the site.

4.0 ENVIRONMENTAL RISK ASSESSMENT

Introduction

4.1 This section assesses the significance of the environmental issues that have been identified on the site or in the surrounding area. This is achieved by developing an initial conceptual model for the site and undertaking a qualitative risk assessment.

4.2 The objective of the conceptual model is to identify potential contaminant sources, pathways and receptors relating to the site and surrounding area. Once information on potential sources, pathways and receptors has been collated a qualitative risk assessment (Ref. 7) is used to assess the source-pathway-receptor linkage and evaluate the potential for a pollution event to occur using a risk classification tool (Ref. 8). The level of risk is achieved by comparing the likelihood of a pollution event to occur versus the consequence of a pollution occurrence. The consequence is essentially a measurement of the severity of a hazard (or source) and sensitivity of the receptor (e.g. aquifer type or end user).

Conceptual Model

4.3 The potential sources (hazards) identified on site and surrounding the site are summarised below:

- Historic site use as part of a wider corn mill (known as Sibson Mill) from pre 1885 until sometime during the 1950s. The area of proposed development comprised part of the former outbuildings during the mill operations (some of which remain today). Potential for historical material storage during this time but likely to be limited to raw materials such as corn, straw and possible small scale fertilisers or fuel storage. Potential for residual contaminants to be present within the shallow soils as a result of the historic spillages or leakages over time. The site was mostly developed comprising various outbuildings during the mill operations possibly limiting downward migration of any contaminants.

- Suspected ACMs in the form of corrugated asbestos cement sheeting. Two small pieces of the sheeting were observed during the site walkover; used as boarding on the windows of outbuilding No. 2.

4.4 The current site use as general storage outbuildings has not been considered further reflecting the volume and nature of the stored materials, the presence of hardstanding under the majority of storage materials and the absence of visual evidence of contamination observed during the site walkover.

4.5 The offsite historic infilled gravel pit has not been considered further reflecting the distance to site (700m), the time elapsed since the pit was infilled (over 100 years) and the redevelopment of the area of the quarry.

4.6 The historic offsite infilled ponds have not been considered further reflecting the distance to site (between 65m and 200m), the small size of the ponds, the time that has lapsed since the pits were infilled (between 20 and 60 years), the nature of the underlying geology which is likely to limit the migration of low generation ground gases onto site and the more sensitive surrounding land use including residential dwellings.

4.7 The general waste materials observed across the site have not been considered due to the solid and inert nature of the waste materials and the likely removal of the waste as part of the site clearance works. No visual or olfactory evidence of contamination was observed within the vicinity or underlying the waste materials.

4.8 The receptors and possible pathways in relation to the site and surrounding areas are summarised below:

- Future users of the workshop including residential occupiers (of the surrounding dwellings), site workers and visitors. Direct contact with potentially contaminated soils and accidental ingestion and inhalation of contaminated dust generated from soils likely to be limited due to the nature of the users and the presence of hardstanding across the site across the site (comprising a workshop). No areas of soft landscaping included as part of the proposed development.

- Construction workers during the redevelopment works (including the demolition of existing outbuildings and erection of new workshop). Possible direct contact with contaminated soils and accidental ingestion, inhalation of contaminated dust generated from soils during the site clearance and groundworks.

- Surface water – pollution of nearby large pond, connecting drain and River Sence via surface runoff. Potential for increased surface runoff during redevelopment works and

particularly during groundworks. Migration via baseflow has also been considered however surface runoff is considered to be the most significant pathway due to the close proximity of the surface water features to the proposed development.

- Groundwater – pollution of the superficial secondary A aquifer and underlying secondary B aquifer. Downward and lateral migration through the soils and into the underlying drift deposits and mudstone (through infiltration, dilution and dispersion).

- Future building structure and underground services such as chemical attack on underground services including drinking water pipes and foundations.

4.9 Future flora has not been considered further reflecting the absence of proposed soft landscaping within development plans.

Qualitative Risk Assessment

4.10 A qualitative risk assessment has been formulated for the potential source-pathway-receptor linkages identified in the conceptual model. The risk assessment is based on the suggested approach set out in the available guidance (Ref. 7, 8). The guidance uses a combination of the likelihood of a pollution event to occur taking account of the presence of a hazard (or source) and integrity of a pathway versus the consequence of a pollution occurrence, which is essentially a measure of the severity of a hazard to an identified receptor (such as a major aquifer or site end-user).

4.11 The risk assessment methodology detailing the classes of significance is given in Appendix A. The risks associated with each potential pollution linkage are evaluated in Table 3.

Table 3: Qualitative Risk Assessment

Source	Pollutant	Pathway	Receptor	Likelihood of Occurrence	Consequence (severity)	Potential Risk
Historic site use as Sibson Corn Mill from pre 1885 until the 1950s	Potential for residual contaminants such as hydrocarbons (EPH from fuel use and PAHs from use of ash), pH and fertilisers within shallow soils	Contamination likely to be present in shallow soils. Direct contact and ingestion of contaminated soils, inhalation of contaminated dust and vapours generated from soils. Any former storage likely to have been localised and small scale. Exposure likely to be restricted by presence of workshop and hardstanding across site acting as a barrier and also likely to be short term.	Future site users (workers, residential occupiers of surrounding houses, visitors)	Unlikely	Medium	Low
		Direct contact and ingestion of contaminated soils. Inhalation of contaminated dust and vapours during redevelopment works. An awareness of the hazards and the use of personal protection equipment would lower the risk.	Construction & Demolition workers	Low Likelihood	Medium	**Moderate / Low**
		Infiltration, through permeable strata to sensitive Secondary A aquifer. Any former storage likely to have been localised and small scale. Area of development comprised part of former outbuildings (some of which remain) during mill operations thereby restricting downward migration further. No visual evidence of contamination recorded during the site walkover.	Groundwater (primary aquifer)	Unlikely	Medium	Low
		Potential for surface runoff including potentially contaminated soils and sediment into the large pond and connecting outlet and migration into the River Sence. No evidence of contamination observed during site walkover. Any former storage likely to have been localised and small scale.	Surface Water (large pond, connecting outlet and River Sence)	Unlikely	Medium	Low
		Increased potential for surface runoff including potentially contaminated soils and sediment into the large pond and connecting outlet and migration into the River Sence during redevelopment works. Likely exposure of shallow soils and groundworks required. Proposed development located approx. 20m from pond.	Surface Water **During Redevelopment**	Likely	Medium	**Moderate** [use of appropriate precaution measures will lower the risk to acceptably low]
		Future attack on underground services (in particular drinking water pipes). Any former storage likely to have been localised and small scale. No visual evidence of contamination observed during walkover.	Drinking water pipes and concrete structures	Unlikely	Medium	Low

Source	Pollutant	Pathway	Receptor	Likelihood of Occurrence	Consequence (severity)	Potential Risk
Suspected ACMs	Asbestos fibres	Inhalation of asbestos fibres. ACMs to be removed prior to redevelopment removing the potential source. Assuming controlled removal by appropriately qualified contractors prior to development.	Future residential end-users	Unlikely	Severe	**Moderate / Low** [removal prior to development will lower risk]
		Inhalation of asbestos fibres. Use of specialist contractors and personal protection equipment would lower the risk. 'Toolbox' talks likely to be carried out prior to commencing with work.	Construction & Demolition workers	Low Likelihood	Severe	**Moderate** [use of personal protection equipment would lower the risk]

5.0 CONCLUSIONS

5.0 This Phase I ERA has assessed the majority of risks posed to identified receptors from the historic use as very low to low reflecting the nature of the site use (as a corn mill) and as such the likely small scale material storage during the mill operations. There is a potential for former fuel and chemical (such as fertiliser) storage during this time however, the majority of the bulk material storage is likely to have comprised corn and flour. The potential for the use of ash in the shallow soils (historically used as a fertiliser) has also been taken into account, however, the area of proposed development appeared to have comprised part of the mill's outbuildings (some of which remain) during the extent of mill operations. Based on this, it is likely that only localised soils were exposed during the mill's operations, thereby limiting downward migration of any contamination.

5.1 Despite these findings, surface water has been identified as a significantly sensitive receptor due to the close proximity of a large pond which flows into the River Sence further southwest of the site. A small drain was also observed flowing into the pond from the outbuildings (possibly from the guttering). The risk posed to surface water in the site's current condition however, has been assessed as low reflecting the absence of visual contamination (e.g. staining) and limited exposed soils. This level of risk however is considered to increase to moderate during the proposed redevelopment works reflecting the likely exposure of the shallow soils during the demolition and groundworks. There is considered to be an increased risk of surface runoff of potentially contaminated soils and sediment during these works. However, it is considered that the use of appropriate precaution measures during the site clearance will lower the risk to an acceptably low level.

5.2 A moderate / low risk has also been assessed to future demolition and construction workers during the redevelopment works. This level of risk reflects the likely direct contact with the shallow soils particularly during the groundwork's. However the use of personal protective equipment (PPE) and an awareness of the risk through 'toolbox' talks would lower this risk.

5.3 Finally, the risks from suspected ACMs identified to the future users and demolition / construction workers have been assessed as moderate / low to moderate respectively. This is more an assessment of the severity of the risk and sensitivity of the receptors rather than the likelihood of occurrence as it is considered that the removal of the small volume of suspected ACMs by specialist contractors prior to the redevelopment works would remove the contamination source and consequently break the pollutant linkage. In addition appropriate awareness of the risks and the use of appropriate personal protective equipment

(PPE) would also lower the risk posed to the construction workers during the redevelopment works. This is particularly important considering the friable nature of the suspected ACMs.

Foundation Design

5.4 As a preliminary comment on foundation design, a shallow trial pit excavated within outbuilding No. 3 confirmed the presence of made ground (comprising of brick demolition rubble / slag) up to a depth of 0.55m below ground level (bgl). Taking into account, the period that the other outbuildings have been present onsite, it is considered likely that the made ground may be less prominent under these outbuildings and more localised to the areas of soft ground (e.g. under outbuilding No. 3). The drift deposits directly underlying the site are known to comprise River Terrace Gravels which were found to comprise fine to coarse sub-rounded to rounded flint gravels within stiff brown very sandy clay. The depth of the drift deposits is unknown and was only proven to a depth of 1.0m bgl within the trial pit. The underlying solid geology comprises the Gunthorpe Member of the Mercia Mudstone Group comprising red / brown mudstone with beds of grey / green siltstone.

5.5 Both the drift and solid geology are considered to provide good founding for building substructures and infrastructure, subject to further confirmation. A geotechnical investigation would enable the thickness of the drift deposits to be proven and the density of the soils and the associated engineering capacities to be confirmed. The GroundSure report did not identify any potentially significant issues related to historic, present or future coal mining activities, ground stability or subsidence.

Statutory Designation

5.6 Planning Policy Statement 23 (PPS: 23) (Ref. 1) states that "as a minimum, after carrying out the development and commencement of its use, the land should not be capable of being determined as contaminated land under Part IIA of the Environmental Protection Act 1990". It is our opinion that based on the findings of this Phase I contaminated land assessment; it is unlikely the site would be designated as statutory contaminated land by the Local Authority under the provision of Part IIA of the Environmental Protection Act 1990 (inserted by Section 57 of the Environment Act 1995). A proven "pollutant linkage" within the definition of causing *"significant possibility of significant harm"* to people, controlled waters or the wider environment as defined in the statutory guidance, *Edition 2, May 2006* has not been identified at the site based on the proposed residential use. This assumes that the recommendations made in Chapter 6 are implemented in line with current legislation, guidance and good practice.

6.0 RECOMMENDATIONS

6.1 The Phase I ERA has identified limited potential risks with the most significant being assessed to surface water during the redevelopment works. The moderate risk is a reflection of the proposed groundworks within close proximity to the surface water features and as such the increased potential for surface runoff of potentially contaminated soils and sediment. Despite this however, it is our opinion that the installation of appropriate precautionary measures during the redevelopment works would lower this risk to acceptably low levels. The introduction of appropriate preventative measures, such as bunding, barriers and stockpiling of soils away from the water features during the redevelopment works would mitigate the risks posed to the pond and connected drain by breaking the pollutant linkage between the soils and the surface water features. This should be undertaken in accordance with the recommended methods in CIRIA's recent technical guidance *Control of Water Pollution from Linear Construction Projects* (Ref. 9). It would also be prudent to determine the extent of the drain flowing into the pond from the outbuildings prior to commencing with the redevelopment works to enable appropriate precautionary measures to be put in place.

6.2 Consideration will also need to be given to the appropriate management and removal of identified suspected ACMs by a specialist contractor as part of the demolition and site clearance. The ACMs should be disposed offsite at a suitably licensed landfill site able to accept hazardous waste.

6.3 Based on the findings of the Phase I, there is now a clear understanding of the potential sources of contamination at the site and the risks posed to controlled waters. Taking this into account, compiled with the fact that there does not appear to be any immediate risk of a defined pollution linkage occurring it is our opinion that this report satisfies the requirements of the Environment Agency at the planning application stage. It is therefore recommended that a copy of this Phase I ERA is submitted to the Local Planning Authority at Hinckley & Bosworth Borough Council who will forward onto the Environment Agency for review, to satisfy their requirements and ultimately remove the objection.

7.0 REFERENCES

1. Office of the Deputy Prime Minister. Planning Policy Statement 23: Planning and Pollution Control (Annex 2: Development on Land Affected by Contamination). HMSO 2004.

2. Department of the Environment, Transport and the Regions. Circular 01/2006, Statutory Guidance on Contaminated Land. May 2006.

3. DEFRA/Environment Agency, Model Procedures for the Management of Land Contamination, CLR11, September 2004.

4. GroundSure Report (regulatory searches and OS historical maps) prepared by Landmark Information Group dated September 2011.

5. British Geological Survey 1981 Sheet 155 Coalville, Solid and Drift Edition, 1:50,000.

6. Information from Environment Agency Website: www.environment-agency.gov.uk consulted September 2011.

7. Department of the Environment, Transport and the Regions, Environment Agency and Institute of Environmental Health. Guidelines for Environmental Risk Assessment and Management. HMSO July 2000.

8. Construction Industry Research and Information Association (CIRIA). Contaminated Land Risk Assessment. A Guide to Good Practice. CIRIA C552 2001.

9. Construction Industry Research and Information Association (CIRIA). Control of Water Pollution from Linear Construction Projects. Technical Guidance, 2006.

APPENDICES

APPENDIX A
PHASE I CONTAMINATED LAND ASSESSMENT METHODOLOGY

APPENDICES

APPENDIX A
PHASE I CONTAMINATED LAND ASSESSMENT METHODOLOGY

LAND USE

This chapter establishes the former and current land uses which may have caused contamination or given rise to environmental concerns on the site. An inspection of the site has been undertaken to provide further details of the site and neighbouring activities and to observe environmental conditions.

Historical Maps

Information about the history of the site has been obtained primarily through an inspection of historical Ordnance Survey maps. These maps provide an excellent record of the historical uses of a site and can be very important in assessing potential liabilities. Historical maps can show past potentially contaminative uses at a site that would not necessary be obvious during a site inspection, for example storage tanks or previous usage such as a gas works or quarry.

Public Record Information

Information concerning environmental regulations relating to the site has been obtained from a public register which has been accessed from a commercially database operated by the Landmark Information Group. This is the quickest means of gathering publicly available information. The data is supplied from within a 1km radius of a given National Grid Reference of a site. The database contains information from the Environment Agency (EA) and other statutory authorities responsible for monitoring environmental protection measures within the area of a site under existing legislation (see below).

Information has also been obtained directly from the environmental regulators in order to gauge the environmental characteristics of the site in more detail and to establish whether there have been any breaches of environmental regulations or pollution incidents associated with the site. This is used to support the publicly available information gathered from the commercial database. The time in which responses are returned can vary between statutory authorities.

Environmental Legislation

The principal environmental legislation in England consists of the Environmental Protection Act 1990 (EPA 90), the Water Resources Act 1991 and the Environment Act 1995 (EA 95). These Acts prescribe protection measures for all the environmental media (land, water and air) and are regulated by the EA and the Local Authority. Part 1 of the EPA 1990 sets out the statutory framework for Integrated Pollution Control (IPC) and Air Pollution Control (APC).

ENVIRONMENTAL SETTING

This chapter assesses the environmental sensitivity of the site location to contamination / pollution. It is important to establish the environmental setting because, irrespective of the level of contamination on the site, if its location is not 'sensitive' to this contamination / pollution there is a reduced risk of an environmental liability arising.

The sensitivity is assessed using British Geological Survey (BGS) information (such as geological maps and data from the Environment Agency (http://www.environment-agency.gov.uk/homeandleisure/117020.aspx)* on groundwater and surface water. Data on abstractions have been obtained from publically available sources including information supply companies such as Landmark and GroundSure. The vulnerability of surface waters and groundwater is based on sensitivity to pollution, distance from abstractions, type and nature of groundwater and type of overlying strata.

Aquifer Designations

In 1 April 2010 the Environment Agency began using aquifer designations that are consistent with the Water Framework Directive. These designations reflect the importance of aquifers in terms of groundwater as a resource (drinking water supply) but also their role in supporting surface water flows and wetland ecosystems.

The BGS maps are generally split into two different type of aquifer designation:

- **Superficial (Drift)**: permeable unconsolidated (loose) deposits. For example, terrace sands and gravels.
- **Bedrock:** solid permeable formations e.g. sandstone, chalk and limestone.

The maps display the following aquifer designations, and the corresponding colours beside the text are also represented on the Environment Agency's website*:

Principal Aquifers (formally Major Aquifers)

These are highly permeable layers of rock or drift deposits that have high intergranular and/or fracture permeability - meaning they usually provide a high level of water storage. They may be highly productive and able to support large abstractions, public water supply and/or river base flow on a strategic scale.

Secondary Aquifers (formally Minor Aquifers)

These include a wide range of rock layers or drift deposits with an equally wide range of water permeability and storage. Although these aquifers will not normally produce large quantities of water for abstraction, they are important for local supplies (such as irrigation) and supplying base flow to rivers. Secondary aquifers are subdivided into two types:

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; and

Secondary B: predominantly lower permeability layers which may store and yield limited amounts of groundwater due to localised features such as fissures, thin permeable horizons and weathering. These are generally the water-bearing parts of the former non-aquifers.

Secondary Undifferentiated: has been assigned in cases where it has not been possible to attribute either category A or B to a rock type. In most cases, this means that the layer in question has previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type.

Unproductive Strata

These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow.

Source Protection Zones (SPZs)

The Environment Agency have defined Source Protection Zones (SPZs) for 2000 groundwater sources such as wells, boreholes and springs used for public drinking water supply. These zones show the risk of contamination from any activities that might cause pollution in the area. **The closer the activity, the greater the risk**. The maps show three main zones (inner, outer and total catchment) and a fourth zone of special interest, which we occasionally apply, to a groundwater source.

Flood Risk

The Flood Map combines detailed local data with information from a new national model of England and Wales and indicates where flooding from rivers, streams and watercourses is possible. Under Section 105 of the Water Resources Act 1991 the Environment Agency has a duty to survey matters relating to flooding.

ENVIRONMENTAL RISK ASSESSMENT

This chapter assesses the potential for the site to give rise to environmental risks and whether or not the risks are acceptable or if further assessment or remedial action is required.

The qualitative risk assessment firstly considers the source of contamination and potential contaminants associated with the source(s) (or hazards). As well as the type of source, the extent, concentration and availability of a contaminant is also assessed.

The effect of a hazard on an identified receptor is largely governed by the sensitivity of a receptor. Receptors may typically include people, buildings, animals, plants and local resources (such as groundwater, surface waters, mines etc). A change in the receptor should be considered if the end-use of the site changes, for example, if a commercial site is to be redeveloped into a residential housing estate as a residential occupier is considered more sensitive than a commercial occupier.

The presence of contamination (as a potential hazard) does not necessary mean that there is a risk. It is the exposure pathway and the quantity of contamination that reaches the receptor which may determine the effect on a receptor (such as the integrity of a barrier between a contamination source and receptor).

The risk classifications for both likelihood and consequence are based on methodology presented in Contaminated Land Risk Assessment, A Guide to Good Practice (CIRIA C552, 2001) and has been developed from procedures outlined in DETR Circular 02/2000. The DETR, with the EA and Institute of Environment & Health, has also published guidance on risk assessment (Guidelines for Environmental Risk Assessment and Management). The guidance states that the designation of risk is based upon a consideration of both:

- The magnitude of the potential consequence (severity) of risk occurring which takes into account both the potential severity of the hazard and the sensitivity of the receptor; and
- The likelihood of an event occurring (probability) which takes into account the both the presence of the hazard and receptor and the integrity of the pathway.

The magnitude of consequence (severity) and likelihood (probability) is defined in the CIRIA guidance, together with examples. The two classifications are then compared (as shown on Table 1) to obtain an estimation of risk for each pollution linkage, ranging from "very high risk" to "very low risk". A description of the risks and likely actions required is presented in Table 2. The benefit of estimating the risk in this way is that it can be revised after each investigation phase as the conceptual model and corresponding pollution linkages are refined.

Table 1 Comparison of consequence against probability

		Consequence			
		Severe	**Medium**	**Mild**	**Minor**
Likelihood	**High likelihood**	Very high risk	High risk	Moderate risk	Moderate/low risk
	Likely	High risk	Moderate risk	Moderate/low risk	Low risk
	Low likelihood	Moderate risk	Moderate/low risk	Low risk	Very low risk
	Unlikely	Moderate/low risk	Low risk	Very low risk	Very low Risk

Table 2 Description of the classified risks and likely action required

Level of Risk	Description of Classification
Very High Risk	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. If this risk is realised, it is likely to result in significant environmental and financial liability to current and/or future site owners/occupiers. Urgent investigation (if not already undertaken) and remediation is likely to be required.
High Risk	Harm is likely to arise to a designated receptor from an identified hazard. If risk is realised, it is likely to present a sizeable environmental and financial liability to current and/or future site owners/occupiers. Urgent investigation is required and remediation work may be necessary in the short term and likely over the longer term.
Moderate Risk	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 the harm would be relatively mild. Investigation is normally required to clarify the risk and determine the potential environmental liability. Some remedial works may be required over the longer term.
Low Risk	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. Limited investigation may be recommended to clarify the risk, dependant on the sensitivity of the receptor and view point of those of interest. Any remedial works are likely to be fairly limited.
Very Low Risk	There is a low possibility that harm could arise to a receptor. In the event of such harm being realised it is likely to be mild or minor.

The acceptability of risk will always depend upon the view point of those of interest, whether it is an occupier of a site, a regulator or stakeholder. As a result, it could be that action will be required to deal with a level of risk even if it is classified as very low.

APPENDIX B
GROUNDSURE REPORT

Lustre Consulting
239 Southborough Lane,
Bromley, BR2 8AT

GroundSure Reference:	HMD-378-147244
Your Reference:	1085
Report Date:	Sep 2, 2011
Report Delivery Method:	**xml**
Client Email:	sarah@lustreconsulting.com

GroundSure EnviroInsight

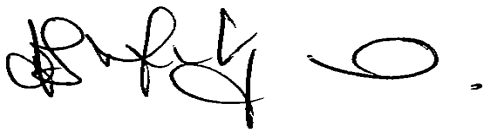
Address: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR

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

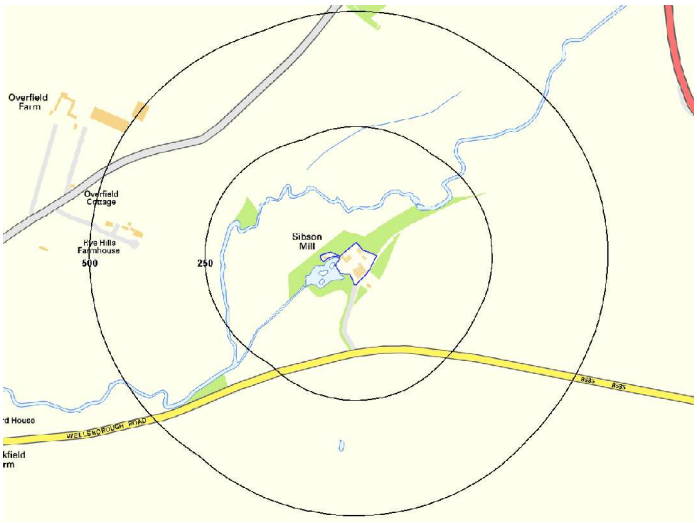
Address: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR

Date: Sep 2, 2011

GroundSure Reference: HMD-378-147244

Your Reference: 1085

Client: Lustre Consulting



Brought to you by GroundSure

Aerial Photograph of Study Site

NW ▲ N NE

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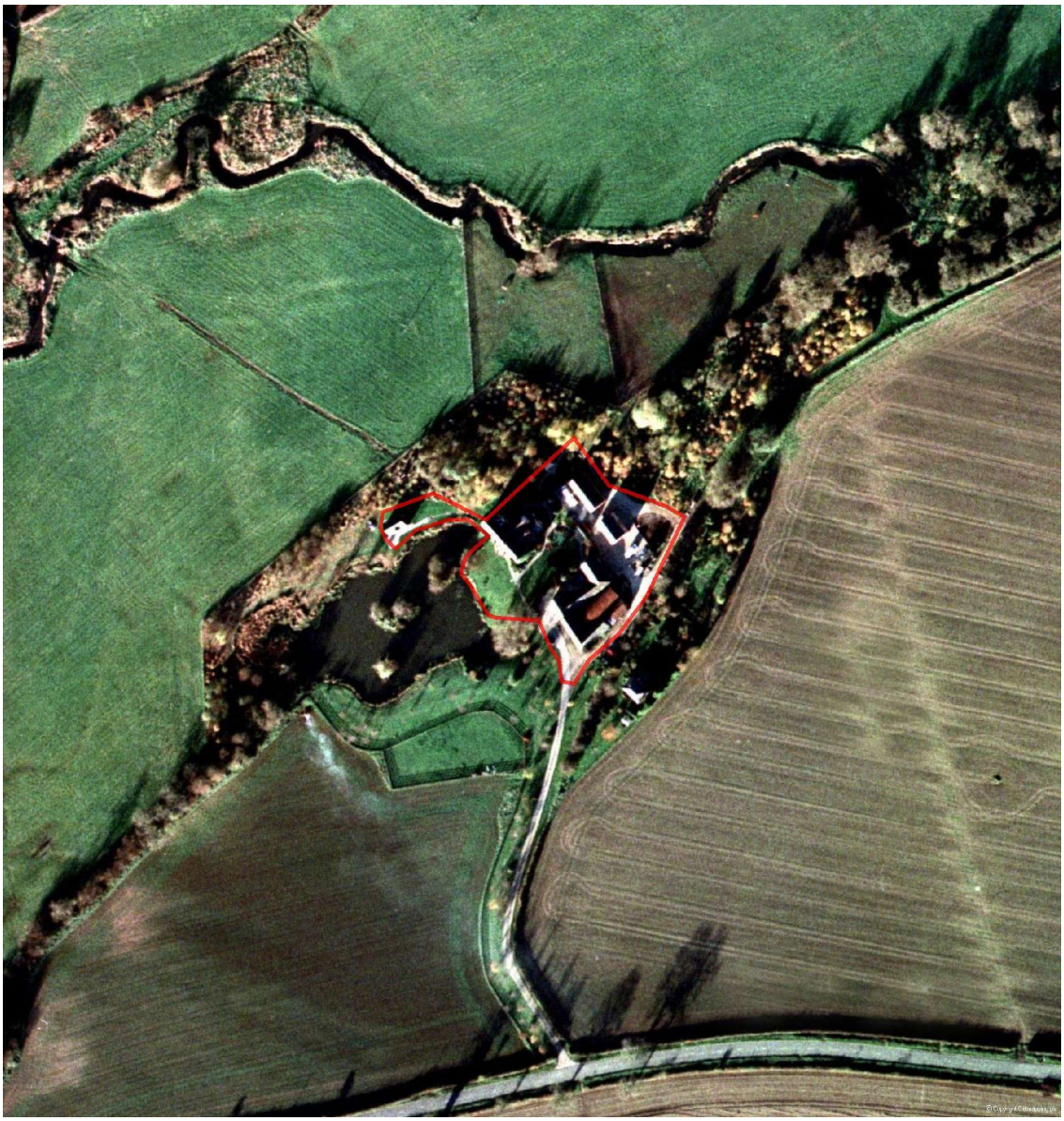

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SW ▼ S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR
Grid Reference: 434440,302515
Size of Site: 0.47 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	0	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	0	0	1	1	-	-
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	0	-	-	-
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	0	0	0	0
Landfill Data – Non-Operational Landfill Sites	0	0	0	0	0	-
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	0	0

3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	0	0	0	-	-	-
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 155	

* 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 1000m of the study site).	0	0	0	1	2	-
5.4 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	1	0	1	-
5.5 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	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	No	No	No	Yes	No
5.8 Detailed River Network entries within 500m of the site	0	0	5	3	-	-
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?	Very High
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderate

7. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251-500	501-1000	1001-1500
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-

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

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?	Moderate

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:

1. 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.

3. 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. These searches are conducted using radii of up to 500m.

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.

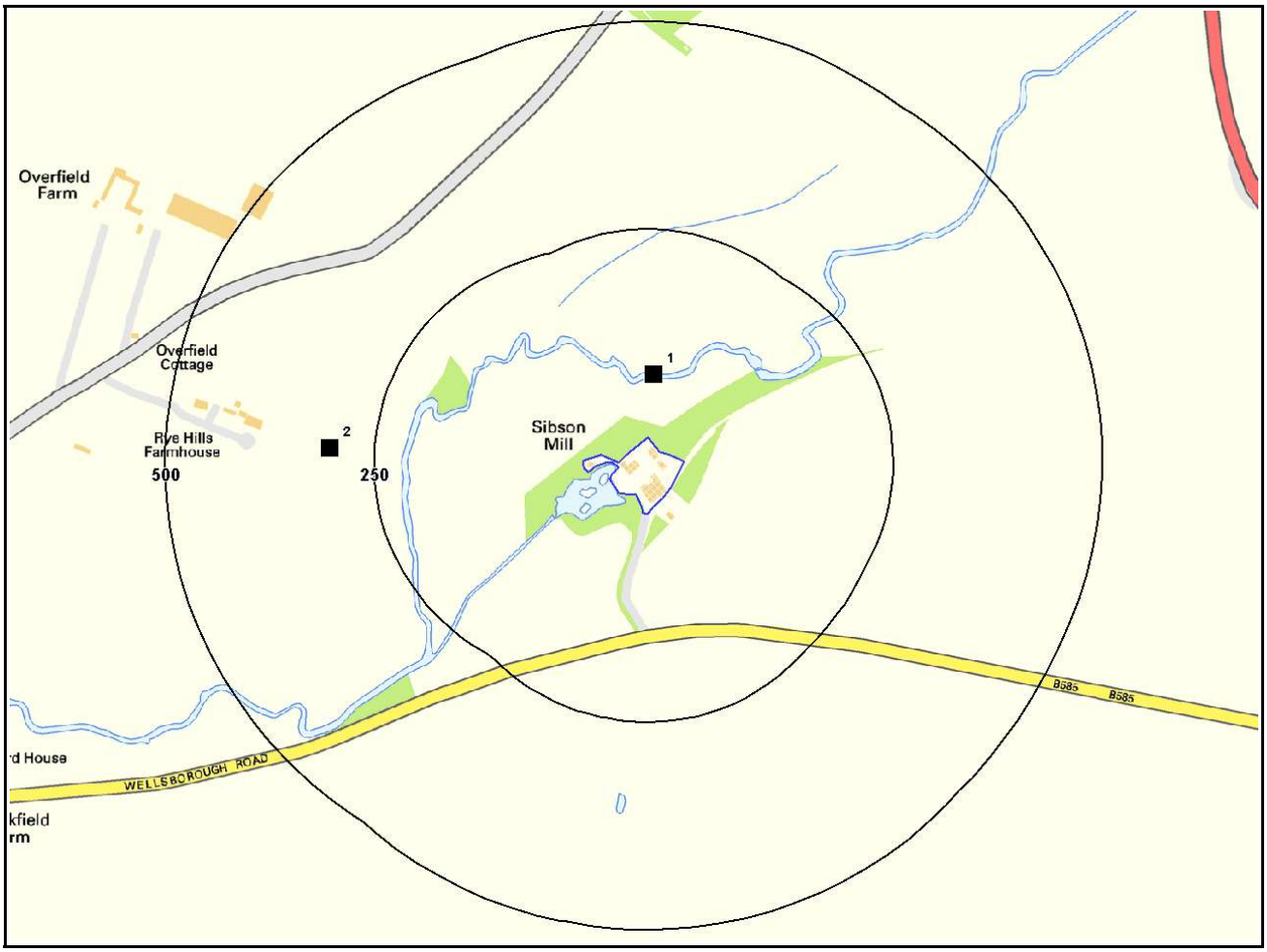
Note: Maps

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



Authorisations,Incidents and Registers Legend

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- Site Outline
- 250 / 500 Search Buffers (m)
- Recorded Pollution Incident
- Dangerous Substances (List 1)
- Dangerous Substances (List 2)
- Water Industry Referrals
- Licenced Discharge Consents
- Red List Discharge Consents
- RAS 3 & 4 Authorisations
- Part A(1) Authorised Processes and Historic IPC Authorisations
- Part A(2) and Part B Authorised Processes
- COMAH / NIHHS Sites
- Sites Determined as Contaminated Land
- Hazardous Substance Consents and Enforcements

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: **0**

Database searched and no data found.

Records of Part A(1) and IPPC Authorised Activities within 500m of the study site: **0**

Database searched and no data found.

Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site: **0**

Database searched and no data found.

Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site: **0**

Database searched and no data found.

Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site: **0**

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: **0**

Database searched and no data found.

Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site: **0**

Database searched and no data found.

Records of Category 3 or 4 Radioactive Substance Licences within 500m of the study site: **0**

Database searched and no data found.

Records of Licensed Discharge Consents within 500m of the study site: **2**

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

ID	Distance	Direction	NGR	Details	
1	76.0	N	434470, 302630	Address: Sibson Mill, Wellesborough Road, Sibson, Leicestershire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: T/20/35482/S Permit Version: 1	Receiving Water: The River Sence Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 11/8/2000 Effective Date: 11/8/2000 Revocation Date: -
2	304.0	W	434083, 302541	Address: Rye Hills Farm, Watery Lane, Sheepy Magna, Nr. Atherstone, Warwickshire, CV9 3RG Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: T/20/35676/S Permit Version: 1	Receiving Water: Trib Of River Sence Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: - Effective Date: - Revocation Date: -

Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site: 0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site: 0

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: 0

Database searched and no data found.

Records of National Incidents Recording System, List 1 within 250m of the study site: 0

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



Landfill & Other Waste Sites Legend

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- Site Outline
- Search Buffers (m) 250 / 500
- E.A. Active Landfill
- E.A. Historic Landfill (Area Data)
- E.A. Historic Landfill (Point Data)
- BGS / DoE Survey Landfill
- Local Authority Landfill (Area Data)
- Local Authority Landfill (Point Data)
- Operational Waste Treatment Licence
- Closed Waste Treatment Licence
- REGIS Waste Licence
- Operational Landfill
- Closed Landfill

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: **0**

Database searched and no data found.

Records of non-operational landfill sites sourced from Landmark within 1000m of the study site: **0**

Database searched and no data found.

Records of BGS/DoE non-operational landfill sites within 1500m of the study site: **0**

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**

Database searched and no data found.

Records of non-operational waste treatment, transfer or disposal sites within 500m of the study site: **0**

Database searched and no data found.

Records of Environment Agency licensed waste sites within 1500m of the study site: **0**

Database searched and no data found.

---

3. Current Land Use Map



Current Land Use Legend

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Site Outline

250
500
Search Buffers (m)

Current Industrial Sites

Petrol & Fuel Sites

Underground High Pressure Oil & Fuel Pipelines

3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site: **0**

Database searched and no data found.

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
ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
RTD2-SAGR	RIVER TERRACE DEPOSITS, 2	SAND AND GRAVEL

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

4.3 Bedrock and Solid Geology

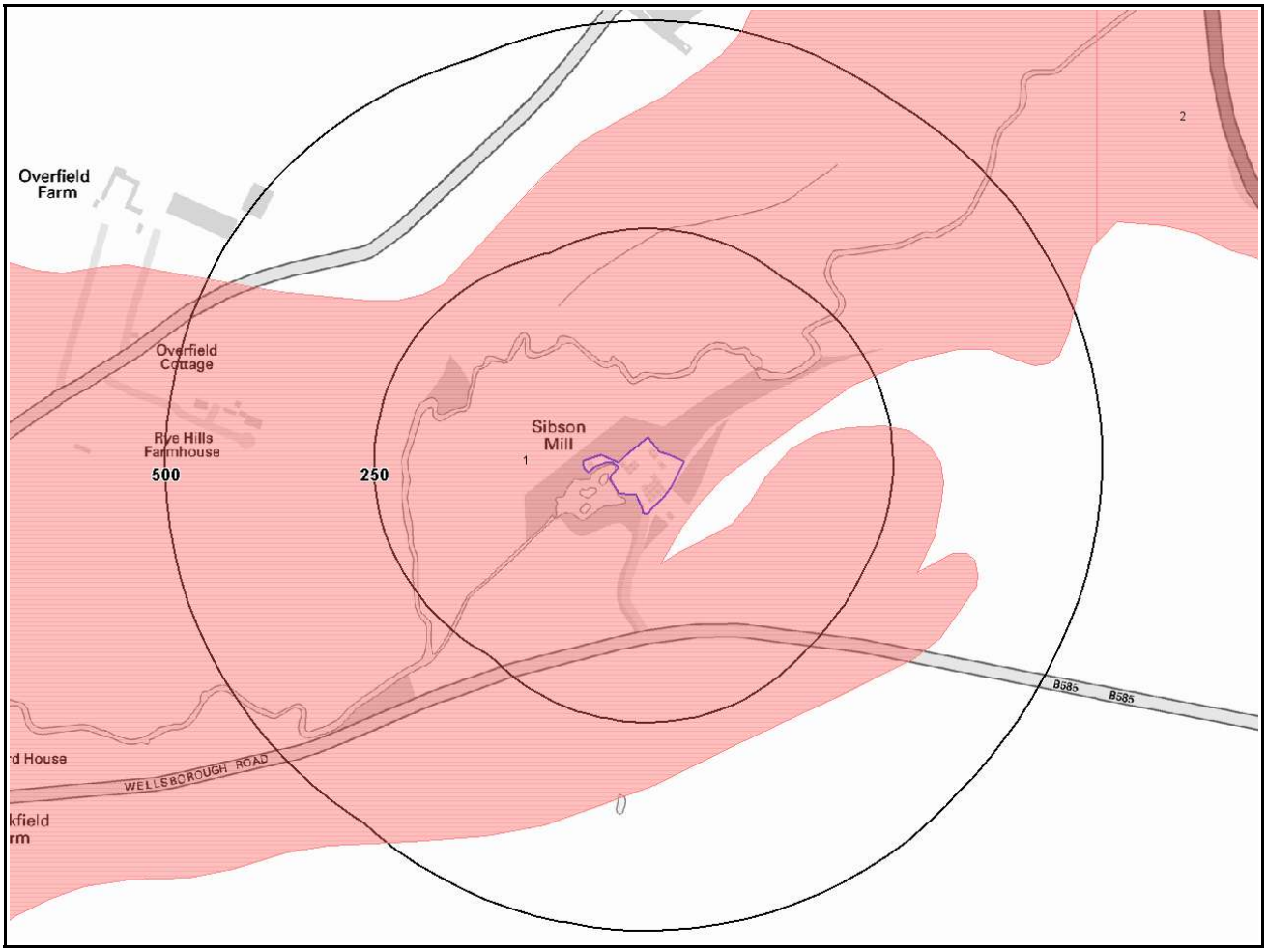
The database has been searched on site, including a 50m buffer.

LEX Code	Description	Rock Type
GUN-MDST	GUNTHORPE MEMBER	MUDSTONE

(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



Aquifer Within Superficial Geology Legend

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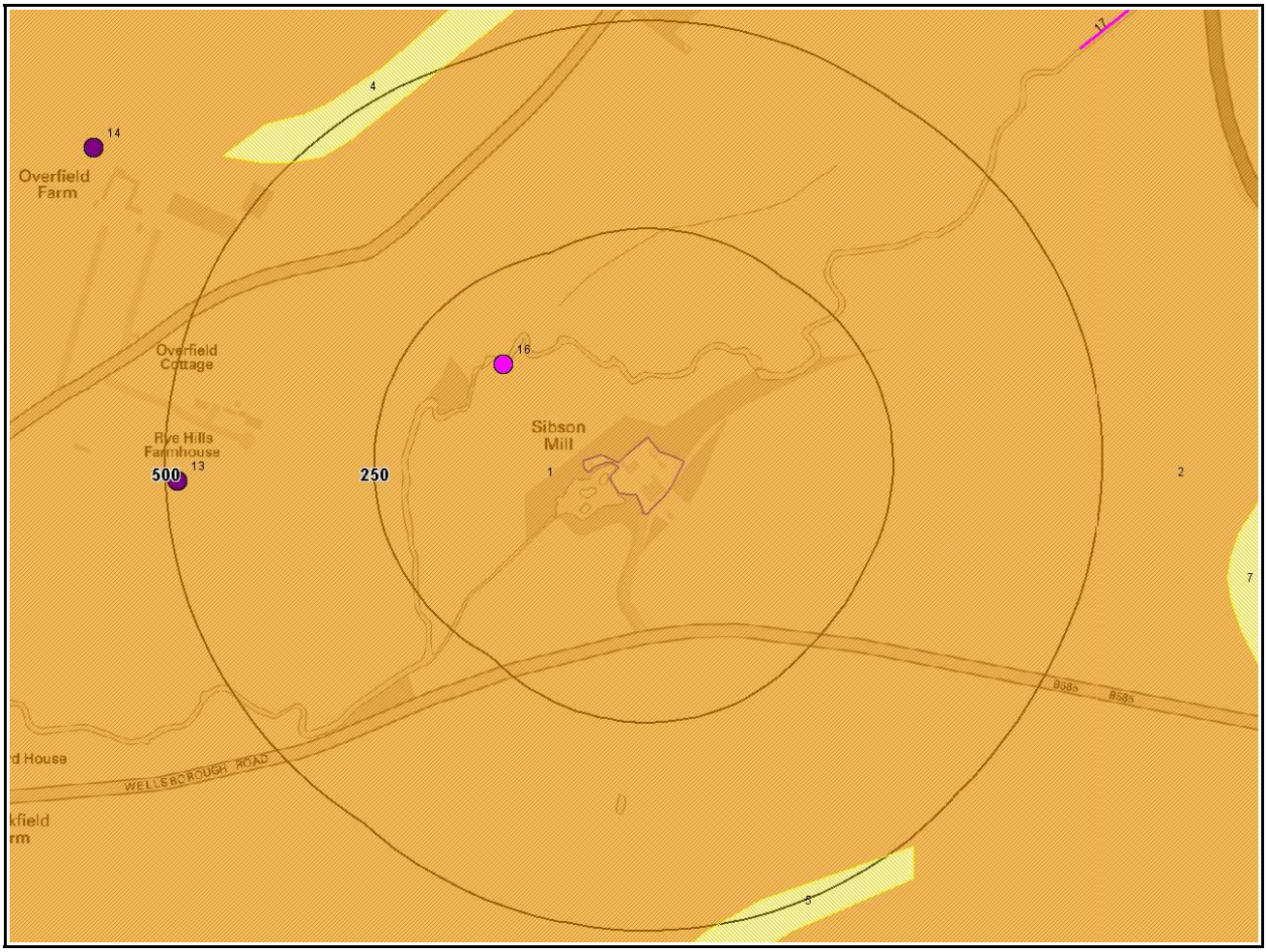
- Site Outline
- Search Buffers (m): 250, 500
- Principal Aquifer
- Secondary (A) Aquifer - Permeable Layers
- Secondary (B) Aquifer - Lower Permeability Layers
- Secondary Aquifer - Undifferentiated Layers
- Unproductive
- Unknown (lakes and landslip)

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

NW N NE



W E

SW S SE

Aquifer Within Bedrock Geology Legend

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Site Outline

250
500
Search Buffers (m)

Principal Aquifer

Secondary (A) Aquifer - Permeable Layers

Secondary (B) Aquifer - Lower Permeability Layers

Groundwater Abstraction Licence

Secondary Aquifer - Undifferentiated Layers

Unproductive

Unknown (lakes and landslip)

Surface Water Abstraction Licence

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

NW N NE



W E

SW S SE

SPZ and Potable Water Abstraction Licenses Legend

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Site Outline

250
500
Search Buffers (m)

Source Protection Zone 1 - Inner Catchment

Source Protection Zone 2 - Outer Catchment

Source Protection Zone 3 - Total Catchment

Source Protection Zone 4 - Zone of Special Interest

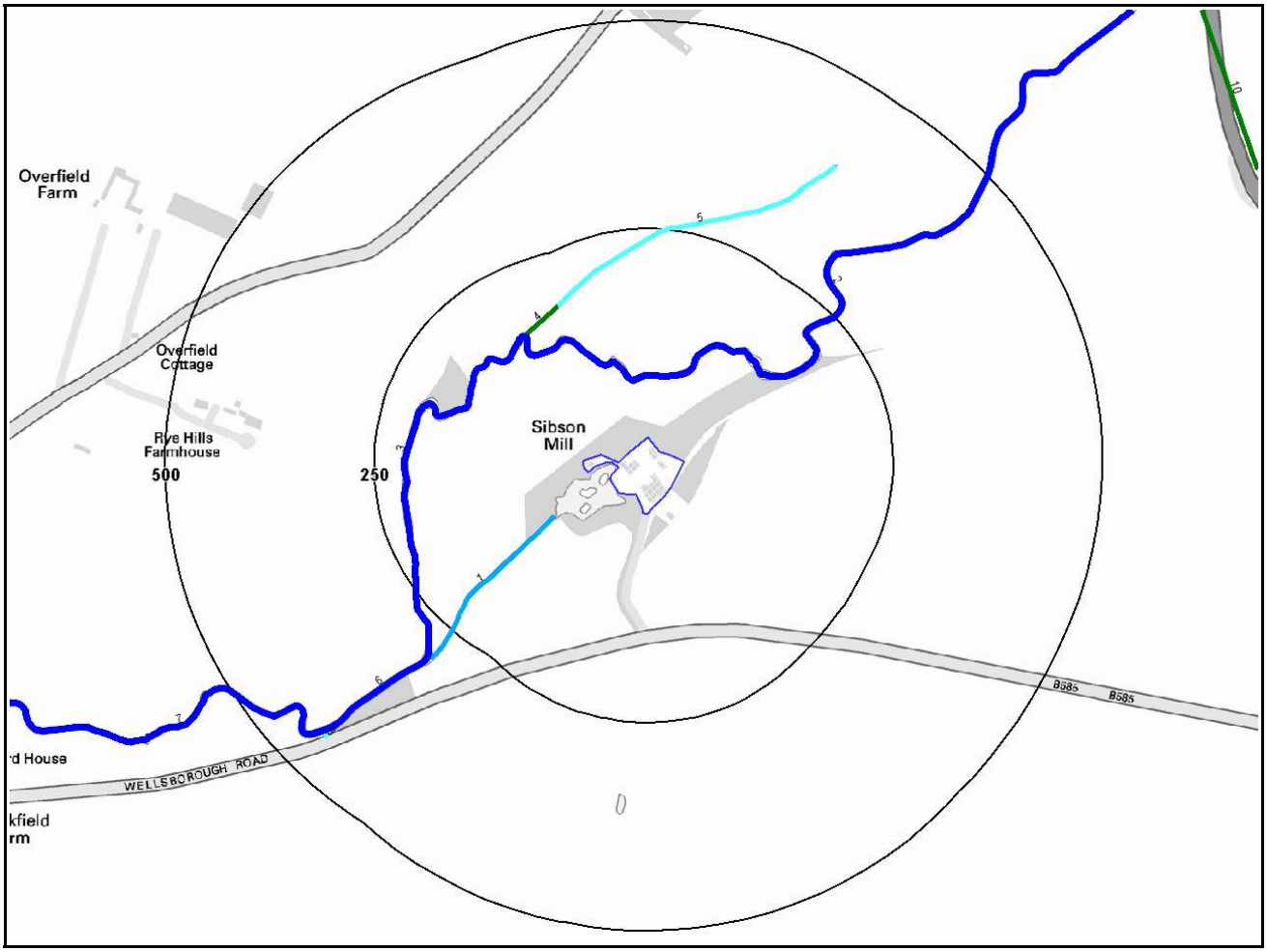
Potable Water Abstraction Licence

5d. Hydrology – Detailed River Network and River Quality

NW N NE

W E

SW S SE



Hydrology Legend

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Site Outline

250
500
Search Buffers (m)

Primary River
Secondary River
Tertiary River
Lake/Reservoir
Underground River (inferred)
General Quality Assessment: Chemistry

Canal
Canal Tunnel
Extended Culvert (greater than 50m)
D/S of High Water Mark
D/S seaward extension
General Quality Assessment: Biology

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? 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 Superficial Geology Map (5a):

ID	Distance [m]	Direction	Designation	Description
1	0.0	On Site	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	Secondary B	Predominantly lower permeability layers which may store/yield limited amounts of groundwater due to localised features such as fissures, thin permeablehorizons and weathering. These are generally the water-bearing parts of the former non-aquifers
4	476.0	NW	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
5	482.0	S	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
2	493.0	E	Secondary B	Predominantly lower permeability layers which may store/yield limited amounts of groundwater due to localised features such as fissures, thin permeablehorizons and weathering. These are generally the water-bearing parts of the former non-aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 1000m 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	NGR	Details

13	486.0	W	433900, 302500	Licence No: 03/28/20/0073 Details: General Farming & Domestic Direct Source: Groundwater Midlands Region Point: Hill Farm, Well Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 9/3/1966 Expiry Date: - Issue No: 100 Version Start Date: 9/3/1966 Version End Date:
14	696.0	NW	433800, 302900	Licence No: 03/28/20/0103 Details: General Farming & Domestic Direct Source: Groundwater Midlands Region Point: Overfields Farm, Sheepy - Well 1 Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 1/10/1993 Expiry Date: - Issue No: 100 Version Start Date: 1/10/1993 Version End Date:
Not shown	978.0	NW	433860, 303350	Licence No: 03/28/20/0103 Details: General Farming & Domestic Direct Source: Groundwater Midlands Region Point: Overfields Farm, Sheepy - Well 2 Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 1/10/1993 Expiry Date: - Issue No: 100 Version Start Date: 1/10/1993 Version End Date:

5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 1000m 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	
16	150.0	NW	434290, 302640	Licence No: 03/28/20/0105 Details: Spray Irrigation - Direct Direct Source: Surface Water Midlands Region Point: Sheepy - River Sence Data Type: Point	Annual Volume (m³): 30900 Max Daily Volume (m³): 660 Application No: - Original Start Date: 1/10/1993 Expiry Date: - Issue No: 101 Version Start Date: 17/5/2006 Version End Date:
17	685.0	NE	435680, 303590	Licence No: 03/28/20/0101 Details: General Farming & Domestic Direct Source: Surface Water Midlands Region Point: Harris Bridge Farm, River Sence Data Type: Line	Annual Volume (m³): 4140 Max Daily Volume (m³): 23 Application No: - Original Start Date: 9/10/1992 Expiry Date: - Issue No: 101 Version Start Date: 1/4/2007 Version End Date:

5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site? **No**

Database searched and no data found.

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:

Database searched and no data found.

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	Chemical Quality Grade (Headline Indicator)				
					2005	2006	2007	2008	2009
Not shown	901.0	NE	435200, 303100	River Name: Sence R Reach: Congerstone To Sheepy Magna End/Start of Stretch: Sample Point NGR	B	B	A	A	A

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	67.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Catchment: - Drain: NO Main River Status: Currently Undefined
2	70.0	N	River Name: River Sence Water Course Name: SENCE (RIVER) Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
3	151.0	NW	River Name: - Water Course Name: SENCE (RIVER) Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
4	166.0	NW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Extended Culvert (greater than 50m) Catchment: - Drain: NO Main River Status: Currently Undefined
5	185.0	N	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO Main River Status: Currently Undefined
6	295.0	SW	River Name: - Water Course Name: SENCE (RIVER) Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined
7	444.0	SW	River Name: River Sence Water Course Name: SENCE (RIVER) Welsh River Name: - Alternative Name: -	River Type: Primary River Catchment: - Drain: NO Main River Status: Currently Undefined

8	445.0	SW	River Name: - Water Course Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Catchment: - Drain: NO 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

6. Environment Agency Flood Map

NW ▲ N NE

◄W E►

SW ▼ S SE



Environment Agency Flood Legend

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Site Outline

250
500
Search Buffers (m)

Zone 2 Floodplain

Zone 3 Floodplain

Flood Storage Area

Area Benefiting from Flood Defences

Flood Defences

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	Type
1	0.0	On Site	09-Jun-2011	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	Type
2	0.0	On Site	09-Jun-2011	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?	**Very High**

6.7 Groundwater Flooding Confidence Areas

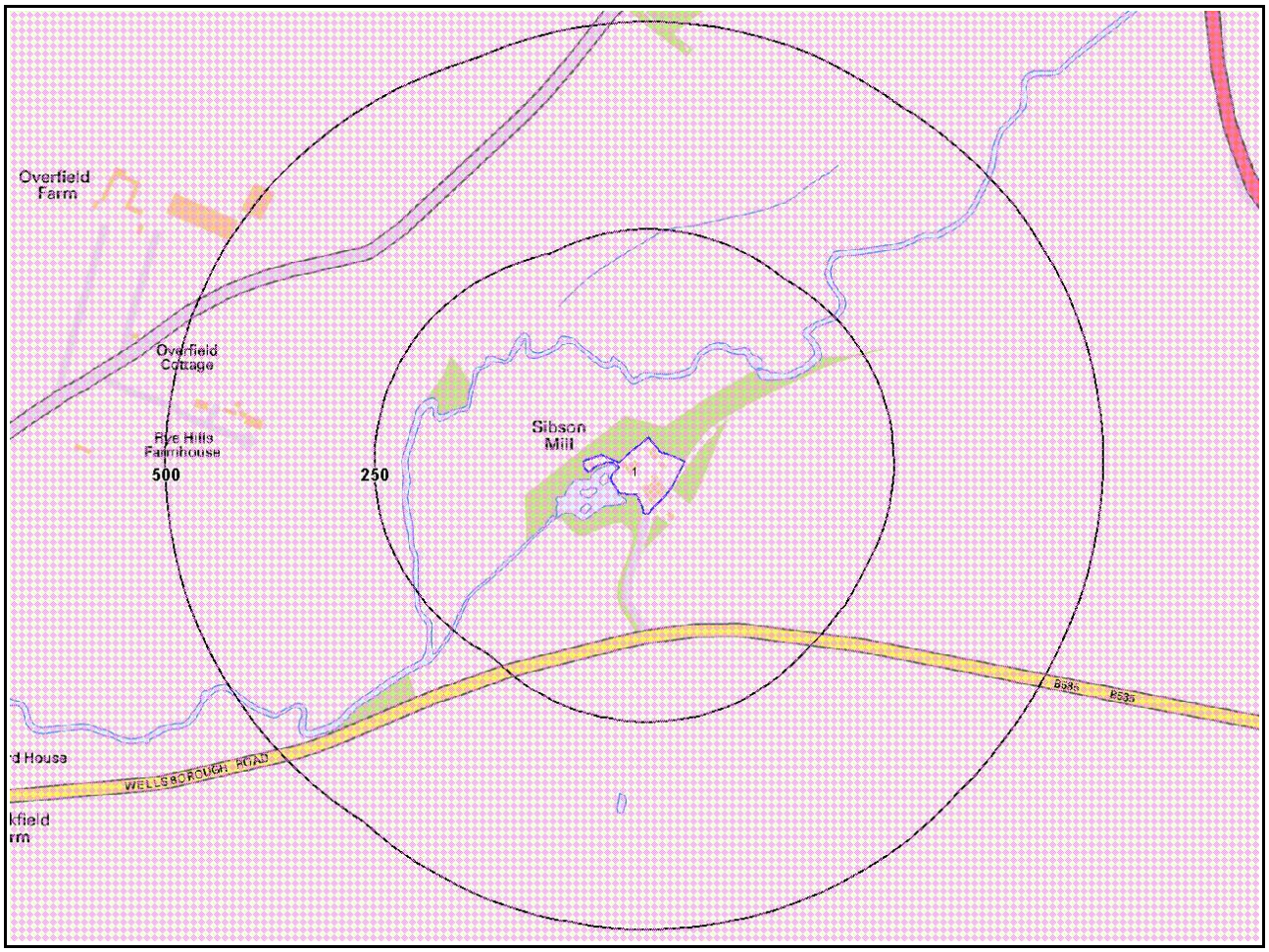
What is the British Geological Survey confidence rating in this result?	**Moderate**

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



Designated Environmentally Sensitive Sites Legend

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- Site Outline
- Search Buffers (m) 250 500
- SAC
- SSSI
- NNR
- World Heritage Sites
- SPA
- Ramsar
- LNR
- Environmentally Sensitive Areas
- Areas of Outstanding Natural Beauty
- Nitrate Sensitive Areas
- National Parks

7.Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 500m of the study site? **Yes**

Records of Sites of Special Scientific Interest (SSSI) within 500m of the study site: **0**

Database searched and no data found.

Records of National Nature Reserves (NNR) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Areas of Conservation (SAC) within 500m of the study site: **0**

Database searched and no data found.

Records of Special Protection Areas (SPA) within 500m of the study site: **0**

Database searched and no data found.

Records of Ramsar sites within 500m of the study site: **0**

Database searched and no data found.

Records of Local Nature Reserves (LNR) within 500m of the study site: **0**

Database searched and no data found.

Records of World Heritage Sites within 500m of the study site: **0**

Database searched and no data found.

Records of Environmentally Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Areas of Outstanding Natural Beauty (AONB) within 500m of the study site: **0**

Database searched and no data found.

Records of National Parks (NP) within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Sensitive Areas within 500m of the study site: **0**

Database searched and no data found.

Records of Nitrate Vulnerable Zones within 500m of the study site: **1**

The following Nitrate Vulnerable Zone records produced by DEFRA are not represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	NVZ Name	Data Source
1	0.0	On Site	No place name provided	DEFRA

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? **Moderate**

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

Hazard
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 poss ible 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**

Database searched and no data found.

10.Contacts

GroundSure Helpline
Telephone: 08444 159 000
info @ 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 0RQ
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
www.coal-authority.co.uk
Coal mining reports and related enquiries

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

Local Authority
Authority: Hinckley and Bosworth Borough Council
Phone: 01455 238141
Web: www.hinckleyandbosworthonline.org.uk
Address: Council Offices, Argents Mead, Hinckley, Leicestershire, LE10 1BZ

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

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

Report Reference: HMD-378-147244

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"Commercial"means any building which is not Residential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

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

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

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

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

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

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

7. Liability

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

8 GroundSure right to suspend or terminate

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

9. Client's Right to Terminate and Suspend

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

10 Consequences of Withdrawal, Termination or Suspension

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

11 General

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

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Lustre Consulting
239 Southborough Lane,
Bromley, BR2 8AT

GroundSure Reference:	HMD-378-147245
Your Reference:	1085
Report Date	Sep 2, 2011
Report Delivery Method:	Email - pdf

GroundSure GeoInsight

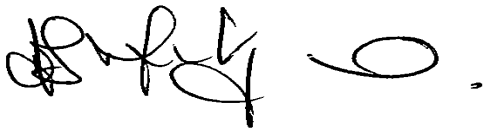
Address: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR

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

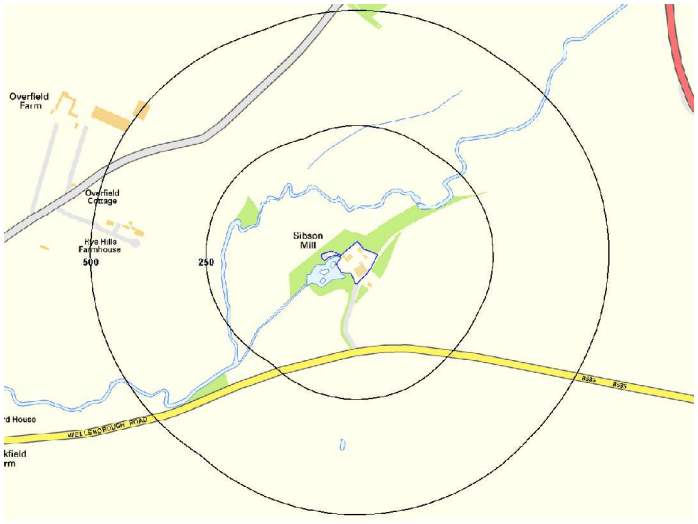
GroundSure GeoInsight

Address: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR

Date: Sep 2, 2011

GroundSure Reference: HMD-378-147245

Your Reference: 1085



Brought to you by GroundSure

Aerial Photograph of Study Site

NW N NE



W E

SW S SE

Aerial photography supplied by Getmapping PLC.
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Site Name: SIBSON MILL FARM HOUSE, WELLSBOROUGH ROAD, SIBSON, NUNEATON, CV13 6LR

Grid Reference: 434440,302515

Size of Site: 0.47 ha

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.

Report Section	Number of records found within (X) m of the study site boundary
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
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 publication BR211 by the Building Research Establishment?	No radon protective measures are necessary

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

Source:Scale 1:50,000 BGS Sheet No:155

2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	0	0	2	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	0	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 the 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	Negligible	-	-	-	-
4.4 Compressible Deposits	Moderate	-	-	-	-
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	0	0	-	-

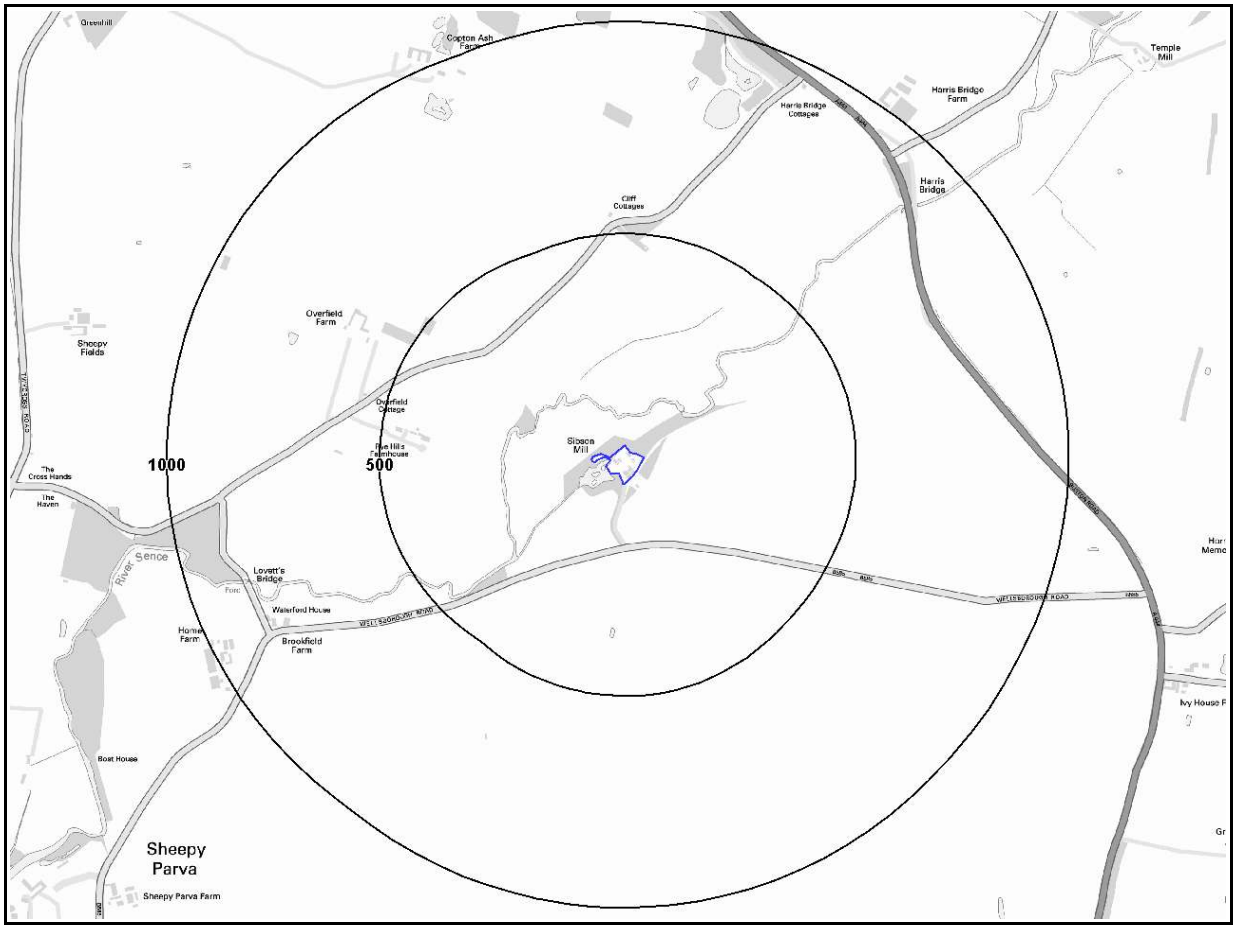
6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	2	1	0	-	-

1.1 Artificial Ground Map

NW N NE

W E

SW S SE



Artificial Ground Legend

Enabled by Ordnance Survey

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Licence Number: 100035207

Site Outline

500
1000
Search Buffers (m)

Made Ground (undivided)

Disturbed Ground (undivided)

Worked Ground (undivided)

Landscaped Ground (undivided)

Infilled Ground

Reclaimed Ground

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:155

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

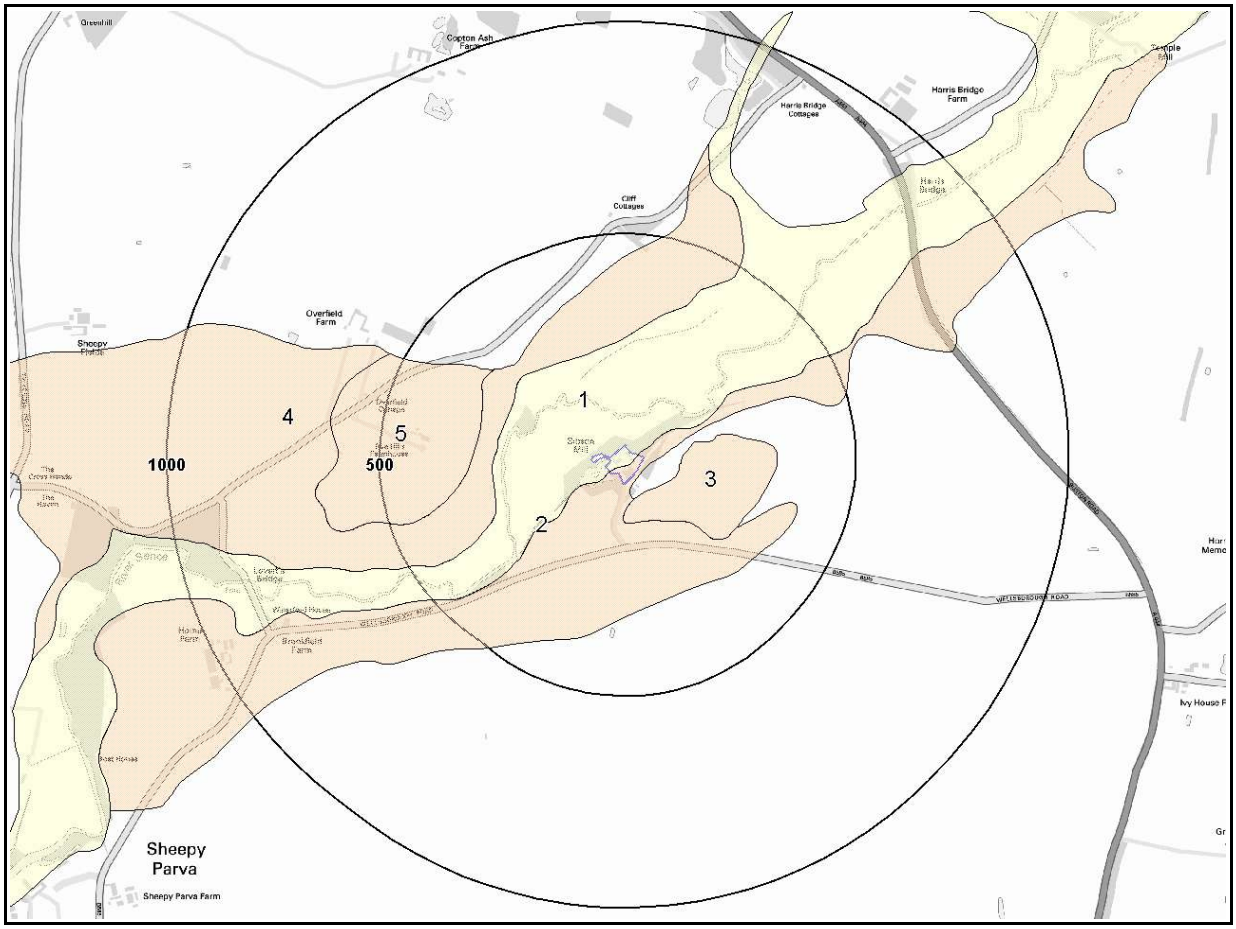
Are there any records relating to permeability of artificial ground within the study site* boundary? **No**

Database searched and no data found.

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

1.2 Superficial Deposits and Landslips Map

NW N NE



W E

SW S SE

Superficial and Landslips Legend

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Site Outline

500
1000

Search Buffers (m)

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

1.2Superficial 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	ALV-CSSG	ALLUVIUM	CLAY, SILT, SAND AND GRAVEL
2	0.0	On Site	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
3	40.0	SE	RTD2-SAGR	RIVER TERRACE DEPOSITS, 2	SAND AND GRAVEL
4	221.0	NW	RTD1-SAGR	RIVER TERRACE DEPOSITS, 1	SAND AND GRAVEL
5	273.0	W	RTD2-SAGR	RIVER TERRACE DEPOSITS, 2	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	High	Very Low
0.0	On Site	Intergranular	Very High	High
40.0	SE	Intergranular	Very High	High

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary? No

Database searched and no data found.

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: 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

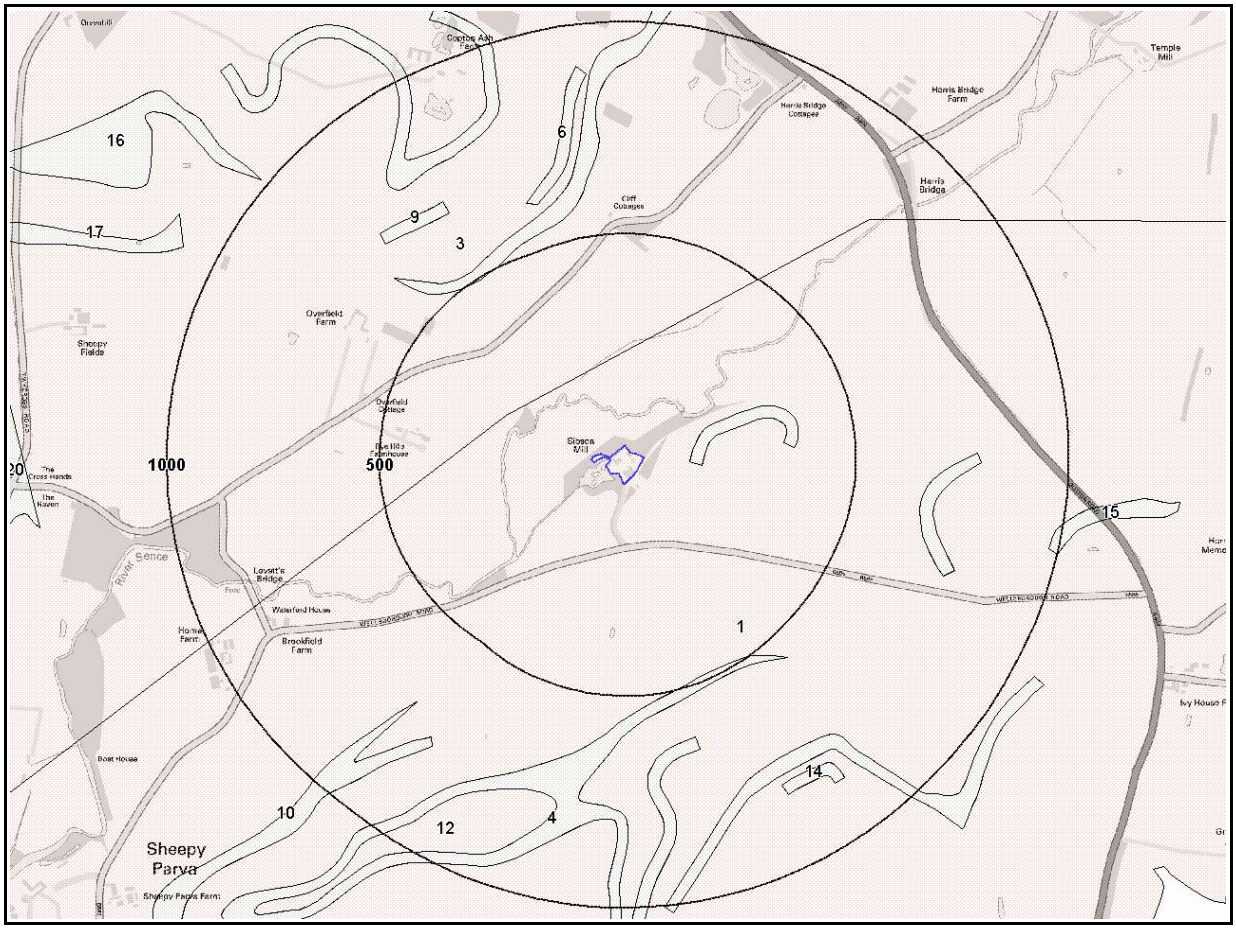
Are there any records relating to permeability of landslips within the study site* boundary? No

Database searched and no data found.

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

1.3 Bedrock and Faults Map

NW N NE



W E

SW S SE

Bedrock & Faults Deposits Legend

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Site Outline

500
1000
Search Buffers (m)

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

1.3Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:155

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	GUN-MDST	Gunthorpe Member - Mudstone	Ladinian / Anisian
2	109.0	E	GUN-DLSL	Gunthorpe Member - Dolomitic Siltstone	Ladinian / Anisian
3	183.0	NW	GUN-MDST	Gunthorpe Member - Mudstone	Ladinian / Anisian
4	485.0	SE	GUN-DLSL	Gunthorpe Member - Dolomitic Siltstone	Ladinian / Anisian
5	496.0	NW	GUN-DLSL	Gunthorpe Member - Dolomitic Siltstone	Ladinian / Anisian

1.3.2 Permeability of Bedrock Ground

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

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Fracture	Low	Low

1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary? No

Database searched and no data found.

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?

No radon protective measures are necessary

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

2. Ground Workings Map



Ground Workings Legend

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Site Outline

125
250
Search Buffers (m)

Historic Surface Ground Workings

Historic Underground Workings

Current Ground Workings

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	76.0	SE	434583,302489	Pond	1924
2	167.0	E	434676,302467	Pond	1924

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? No

Database searched and no data found.

3. Mining, Extraction & Natural Cavities Map



Mining, Extraction & Natural Cavities Legend

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Site Outline

250
500
Search Buffers (m)

Historical Mining

Non-Coal Mining Cavities

Natural Cavities

Non-Coal Mining

Highly likely

Likely

Unlikely

Highly unlikely

Rare

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? **No**

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



Shrink-Swell Clay Legend

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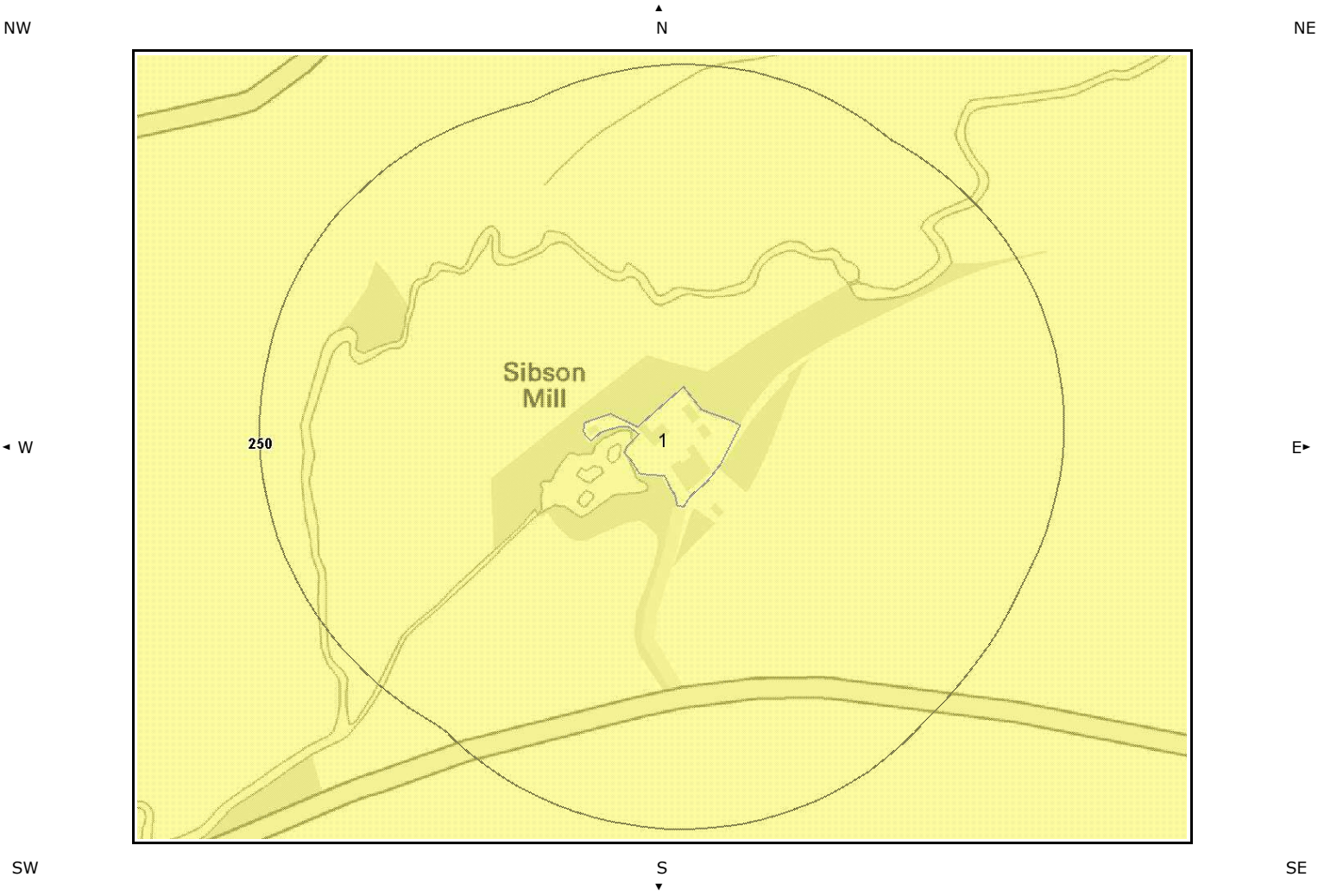
Site Outline

125
250
Search Buffers (m)

No Data / Null
Negligible
Very Low

Low
Moderate
High

4.2 Landslides Map



Landslides Legend

Enabled by Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

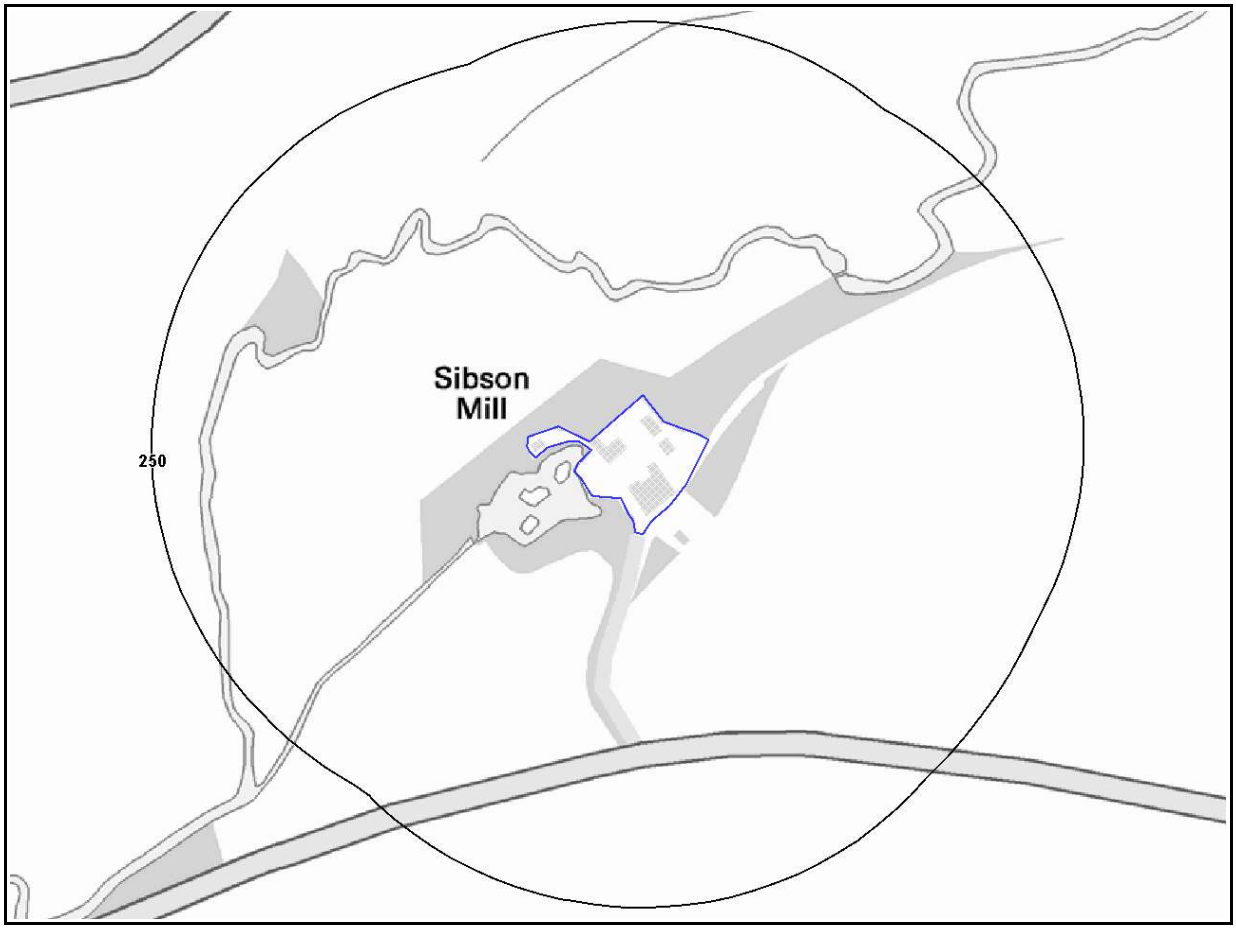
Very Low

Low

Moderate

High

4.3 Ground Dissolution Soluble Rocks Map



Ground Dissolution Soluble Rocks
Legend

Enabled by Ordnance Survey

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

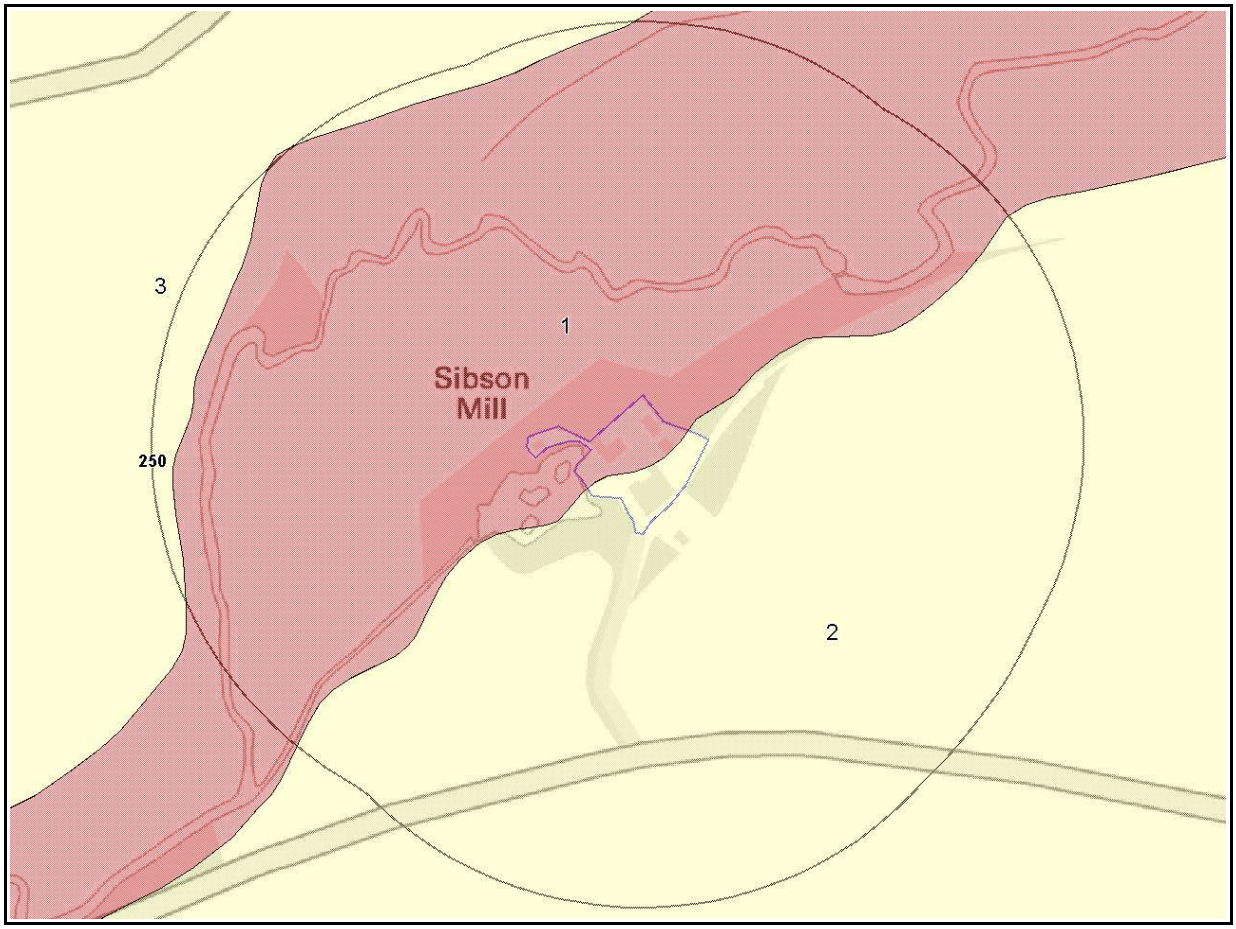
Very Low

Low

Moderate

High

4.4 Compressible Deposits Map



Compressible Deposits Legend

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

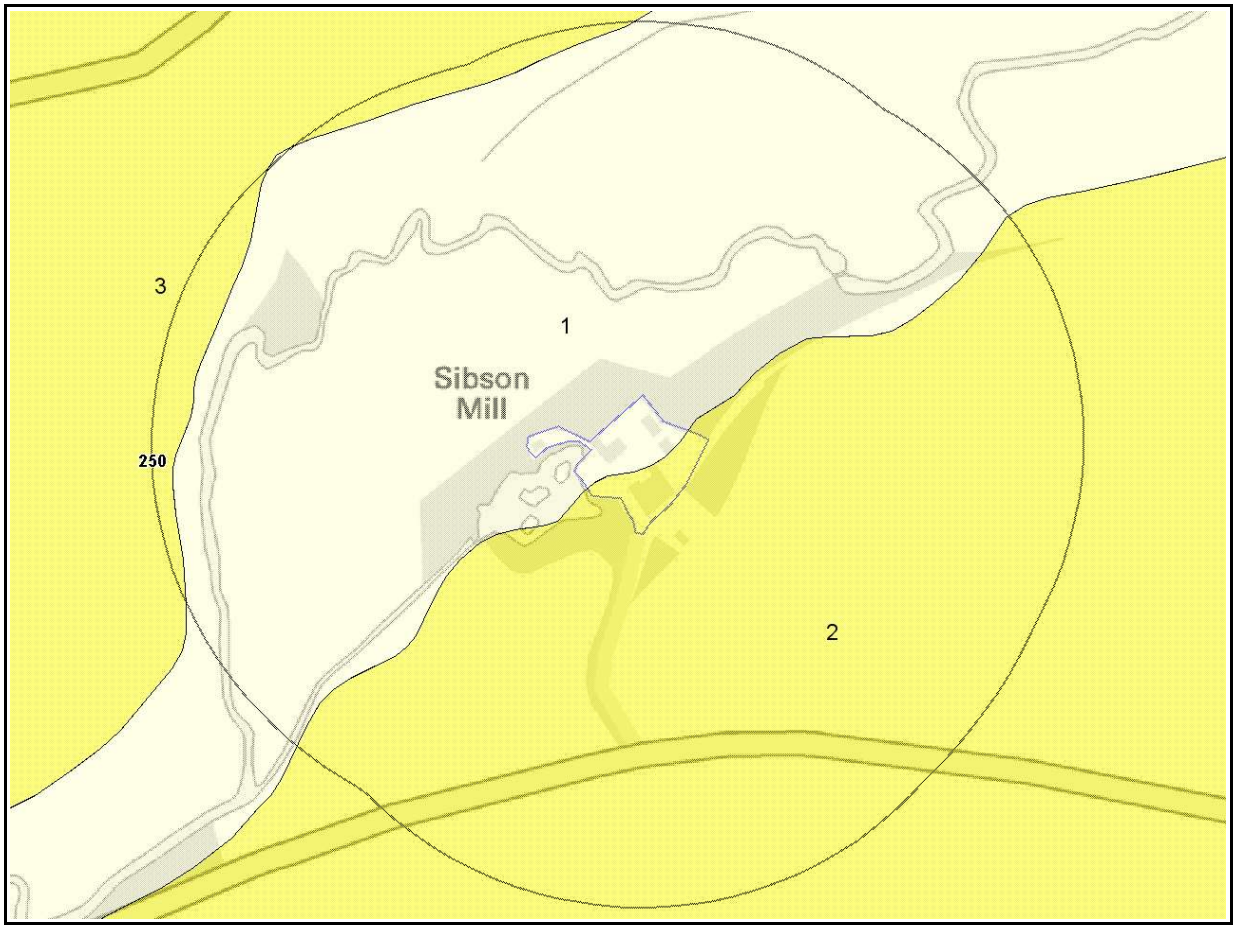
Very Low

Low

Moderate

High

4.5 Collapsible Deposits Map



Collapsible Deposits Legend

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

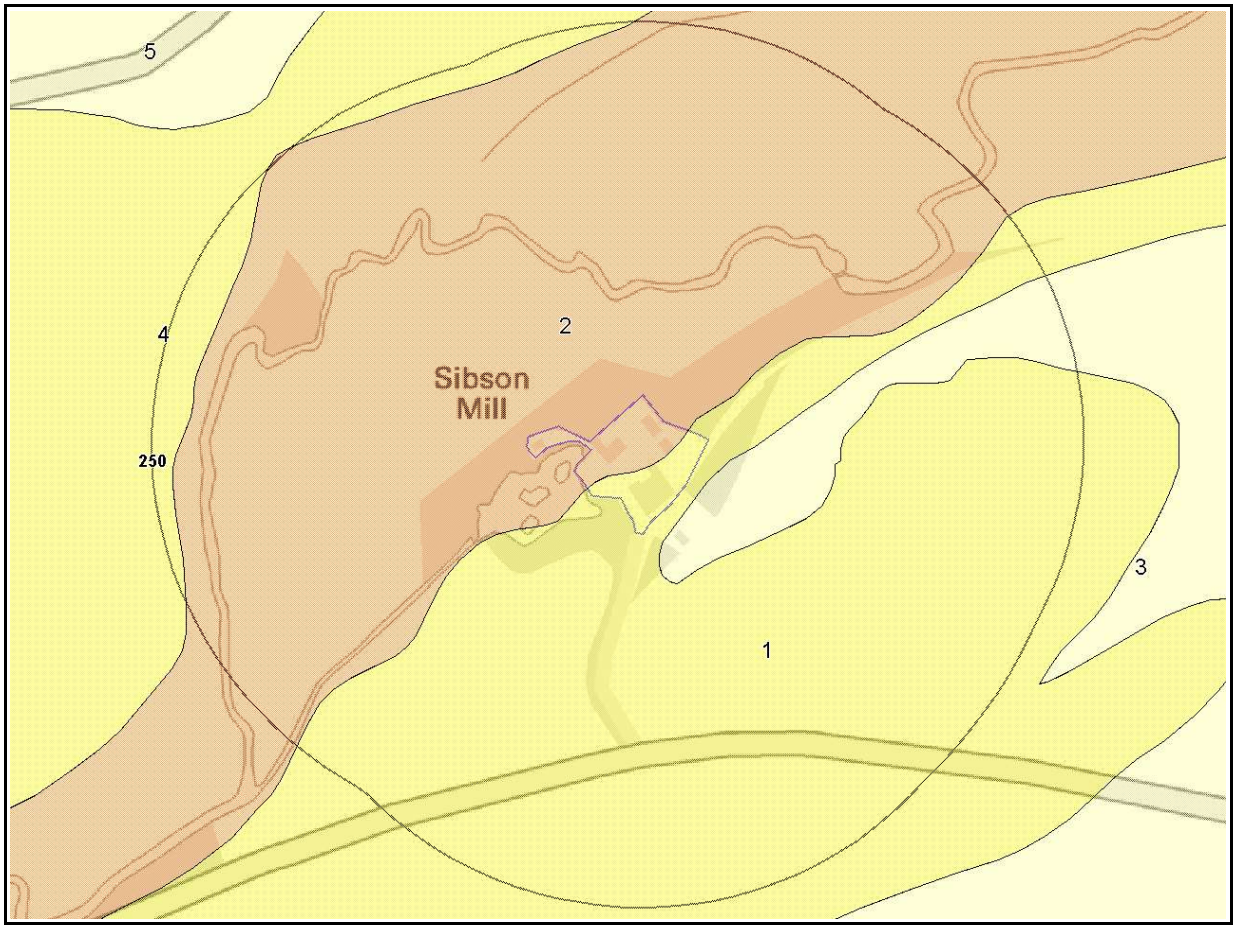
Very Low

Low

Moderate

High

4.6 Running Sand Map



Running Sand Legend

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Site Outline

125
250
Search Buffers (m)

No Data / Null

Negligible

Very Low

Low

Moderate

High

4.Natural Ground Subsidence

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

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

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

4.1 Shrink – Swell Clays

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

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

4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)*	Direction	Hazard Rating	Details
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.

4.3 Ground Dissolution of Soluble Rocks

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

Distance (m)*	Direction	Hazard Rating	Details
0.0	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

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

1	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.
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.

4.5 Collapsible Deposits

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

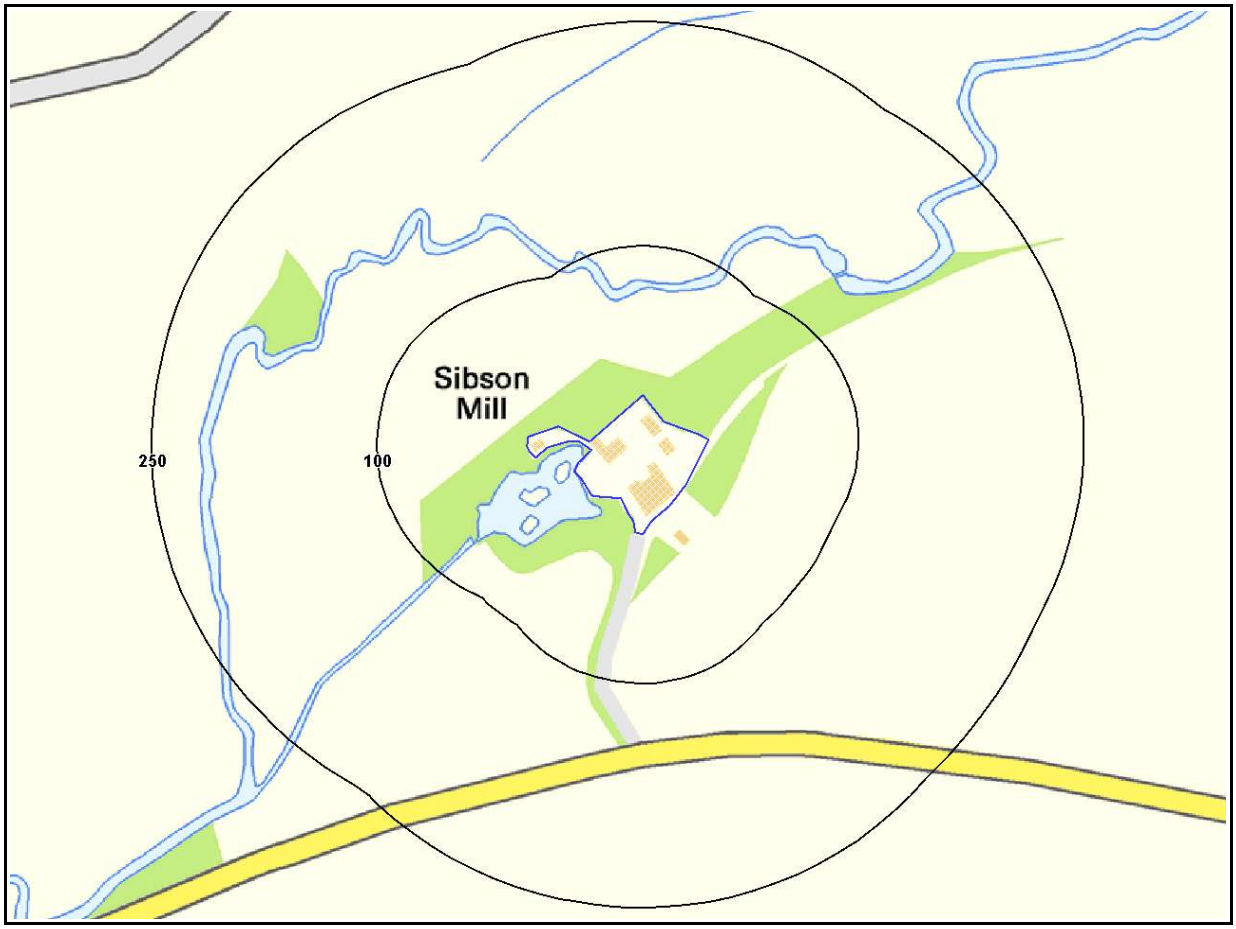
ID	Distance (m) *	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to 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.

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	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.
3	10.0	SE	Negligible	No indicators for running sand identified. 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.

5. Borehole Records Map



Borehole Records Legend

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Site Outline

Borehole Locations

125
250
Search Buffers (m)

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: **0**

Database searched and no data found.

6.Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary: 3

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

			Estimated Geometric Mean Soil Concentrations (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	40 - 60 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
38.0	SE	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	30 - 45 mg/kg	<150 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 @ 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

Johnson Poole & Bloomer Limited
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

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

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

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

Acknowledgements

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Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

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

"Commercial"means any building which is not Residential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 Scope of Services

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

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

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

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

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

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

3 The Client's obligations

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

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

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

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

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

4 Reliance

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

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

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

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

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

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

5 Fees and Disbursements

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

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

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

6 Intellectual Property

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

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

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

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

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

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

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

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

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

7. Liability

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

8 GroundSure right to suspend or terminate

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

9. Client's Right to Terminate and Suspend

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

10 Consequences of Withdrawal, Termination or Suspension

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

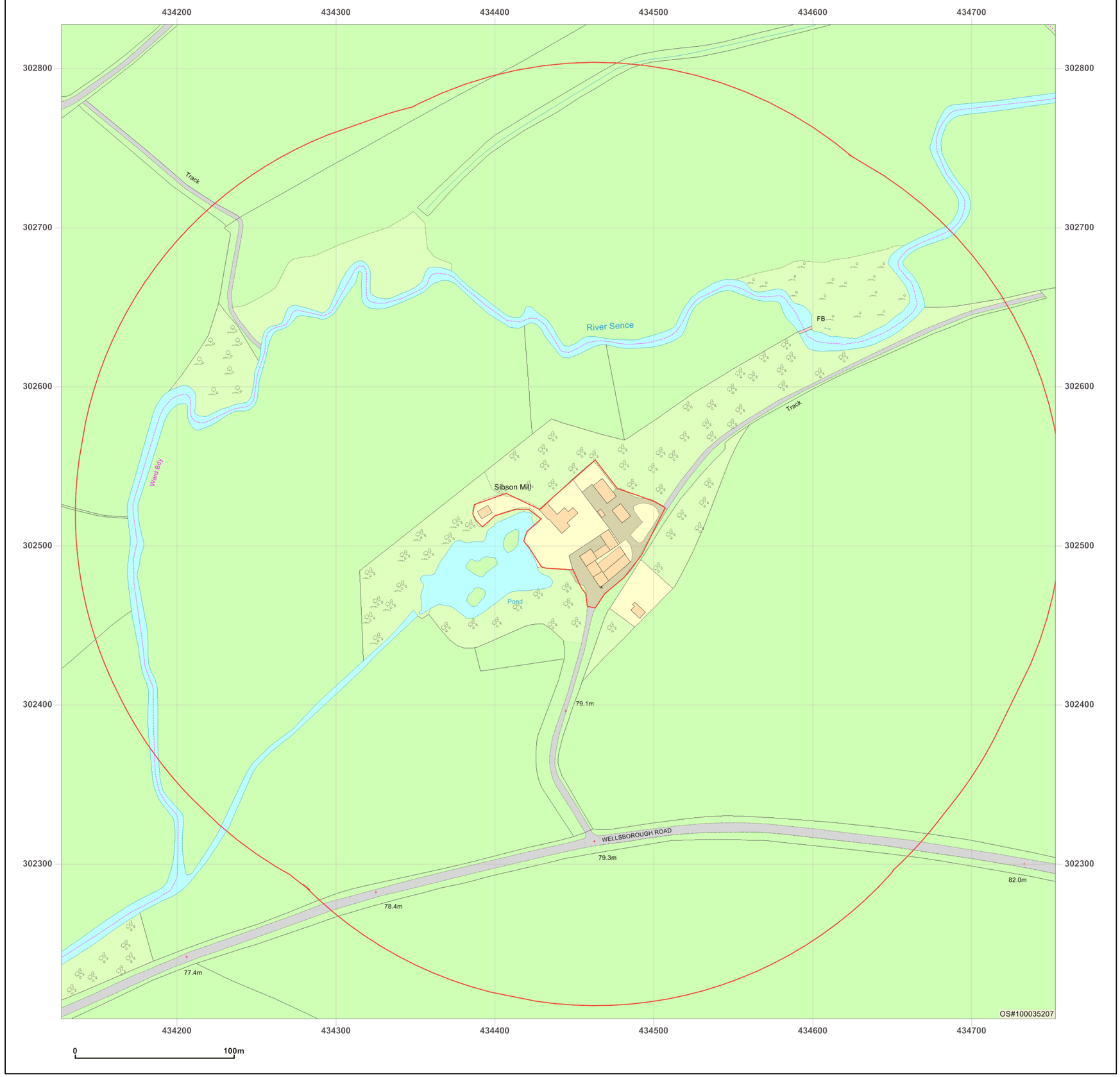
11 General

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

©GroundSure Limited – January 2011

APPENDIX C

HISTORICAL ORDNANCE SURVEY MAPS



GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: MasterMap

Map date: **2011**

Scale: 1:2,500

Printed at: 1:2,500

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2011

Ordnance Survey Licensed Partner

Produced by
GroundSure Environmental Insight
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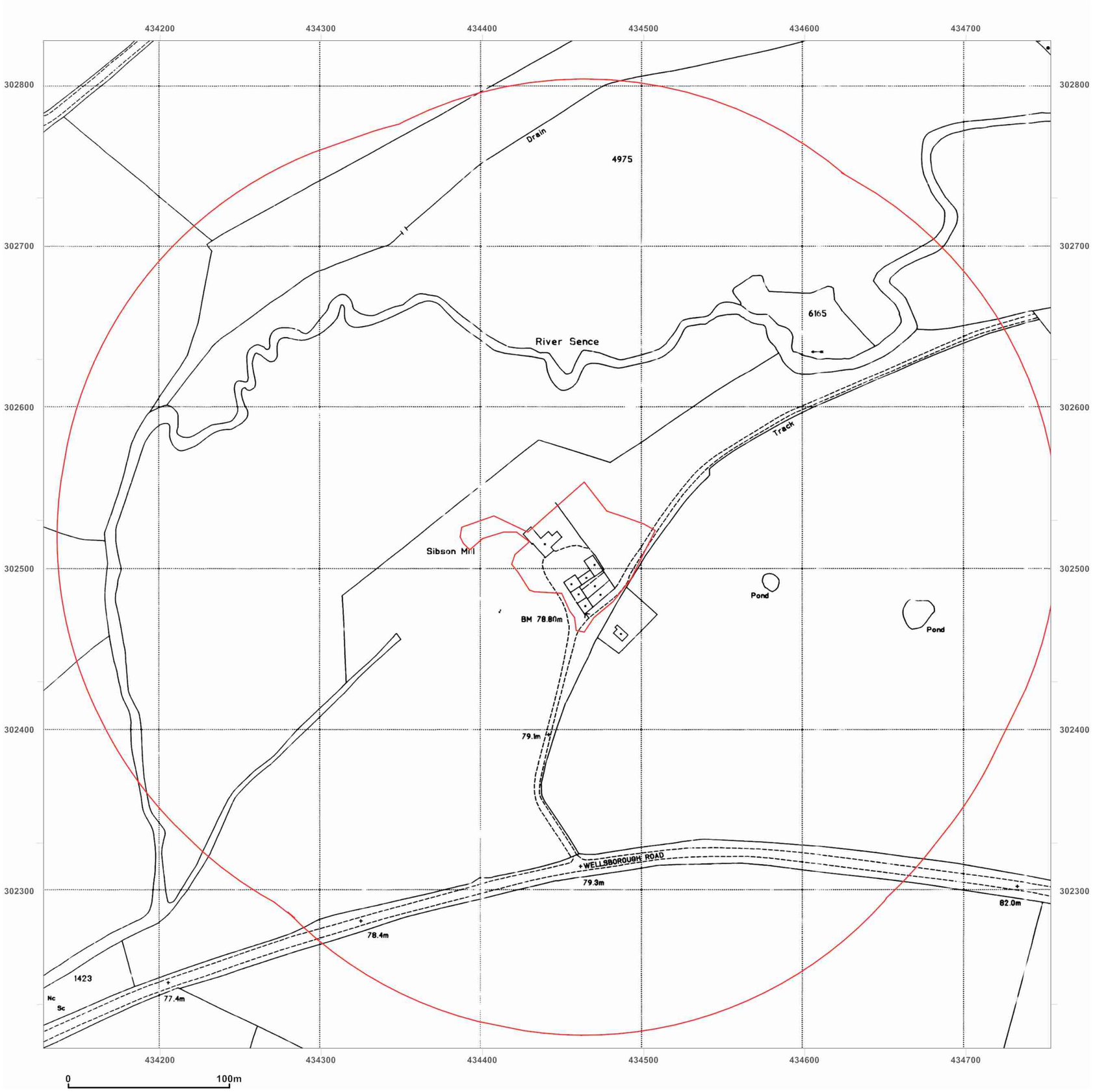
E: info@groundsure.com
W: www.groundsure.com

Crown copyright all rights reserved. Licence No: 100035207

Production date: 02 September 2011

To view map legend click here *Legend*



GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: National Grid

Map date: **1994**

Scale: 1:2,500

Printed at: 1:2,500

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Surveyed N/A
Revised N/A
Edition N/A
Copyright 1994
Levelled N/A

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GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: National Grid

Map date: **1975**

Scale: 1:2,500

Printed at: 1:2,500

N
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Surveyed 1975
Revised 1975
Edition N/A
Copyright 1976
Levelled 1963

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GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: National Grid

Map date: **1957**

Scale: 1:2,500

Printed at: 1:2,500

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Surveyed 1957
Revised 1957
Edition N/A
Copyright N/A
Levelled 1922

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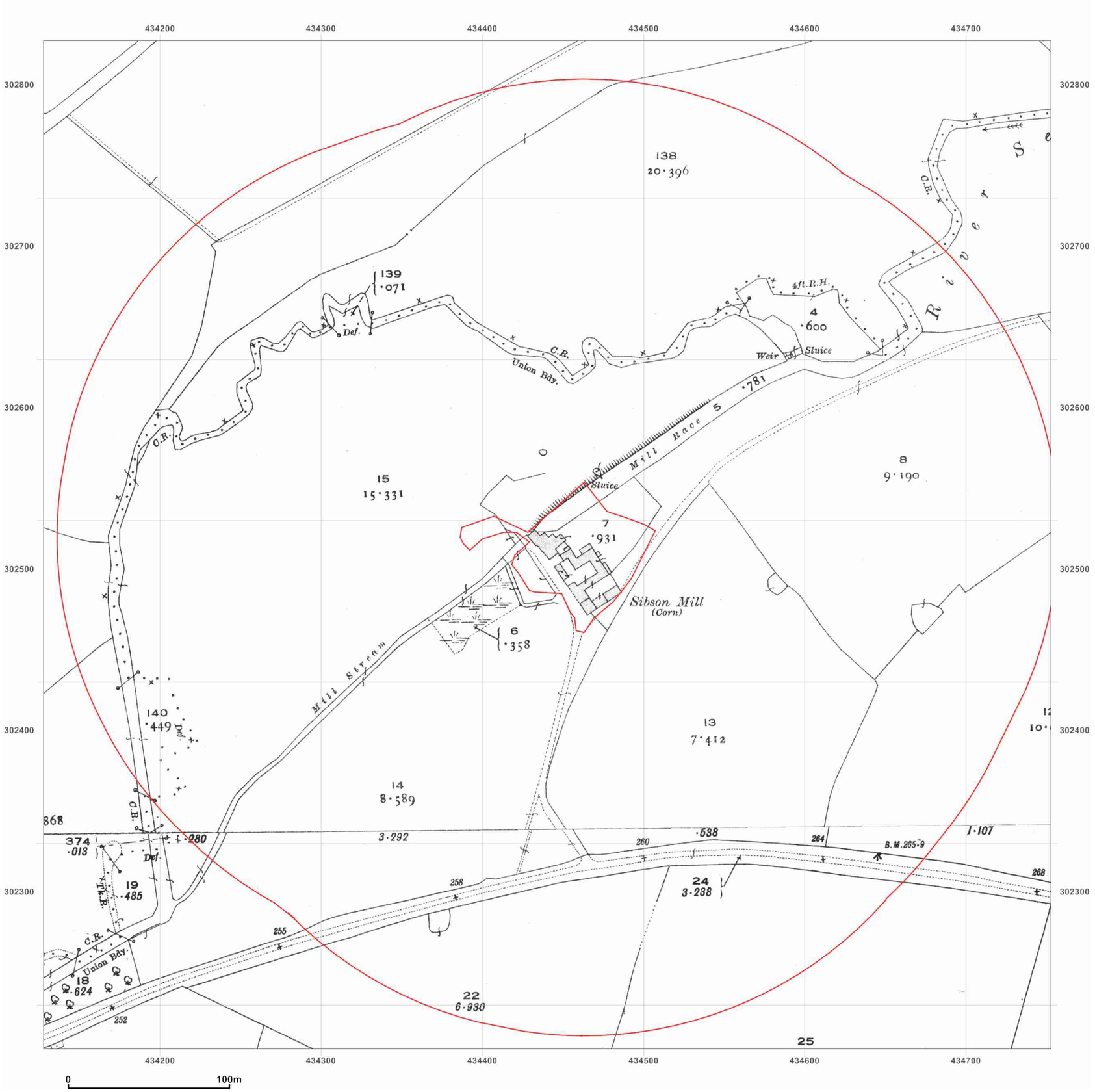

GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: County Series

Map date: **1924**

Scale: 1:2,500

Printed at: 1:2,500

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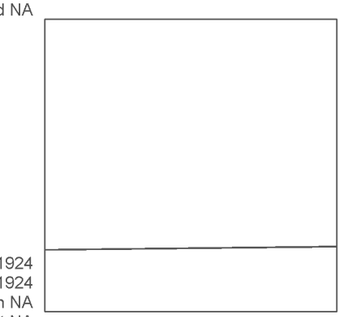
Surveyed 1924
Revised 1924
Edition NA
Copyright NA
Levelled NA



Surveyed 1924
Revised 1924
Edition NA
Copyright NA
Levelled NA

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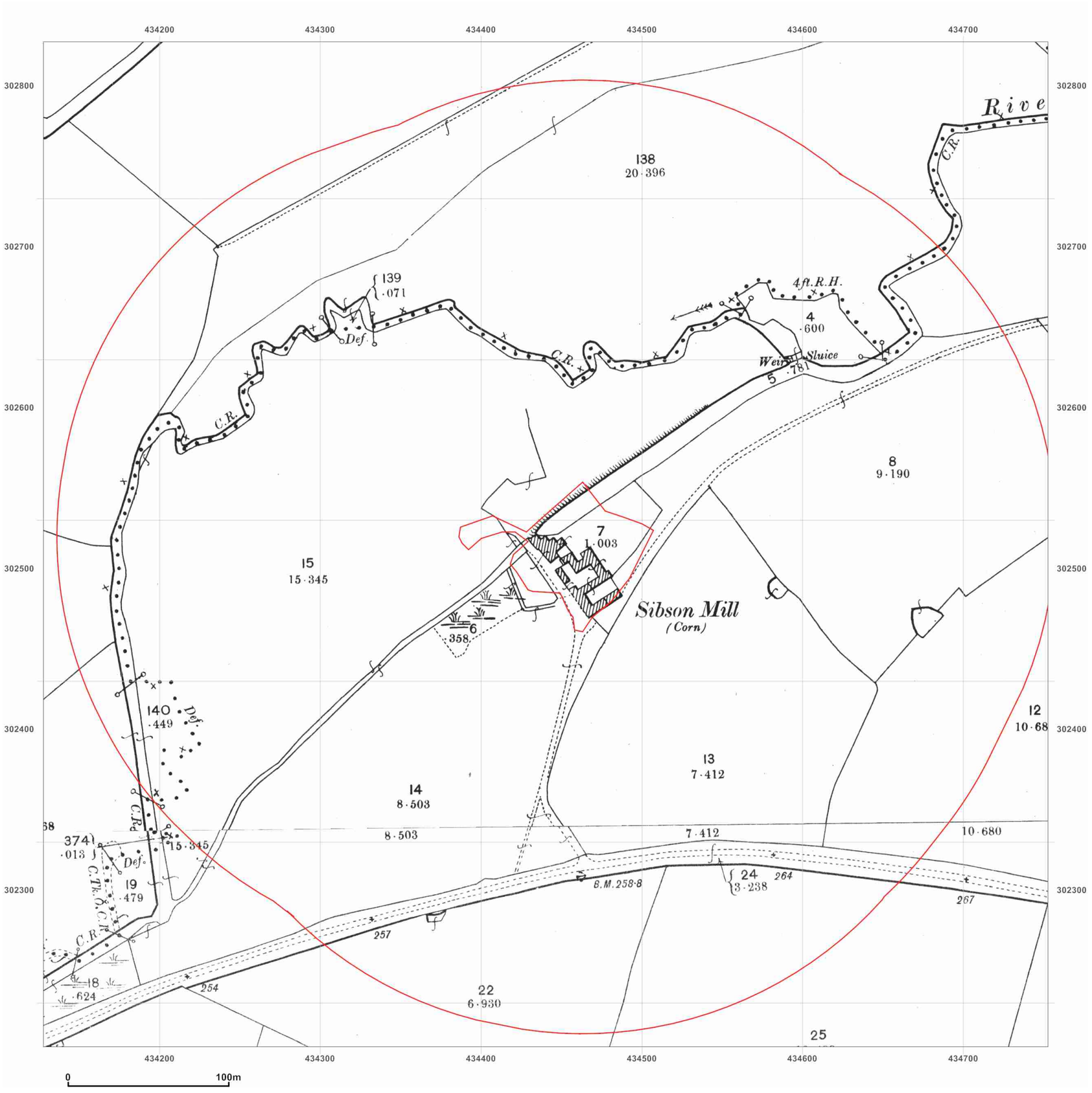
Production date: 02 September 2011

To view map legend click here *Legend*



GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: County Series

Map date: **1903**

Scale: 1:2,500

Printed at: 1:2,500

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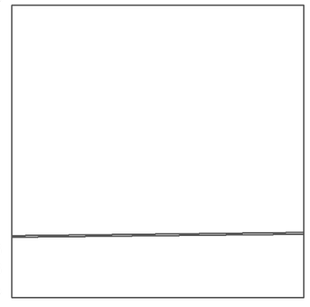
Surveyed 1903
Revised 1903
Edition NA
Copyright NA
Levelled NA



Surveyed 1903
Revised 1903
Edition NA
Copyright NA
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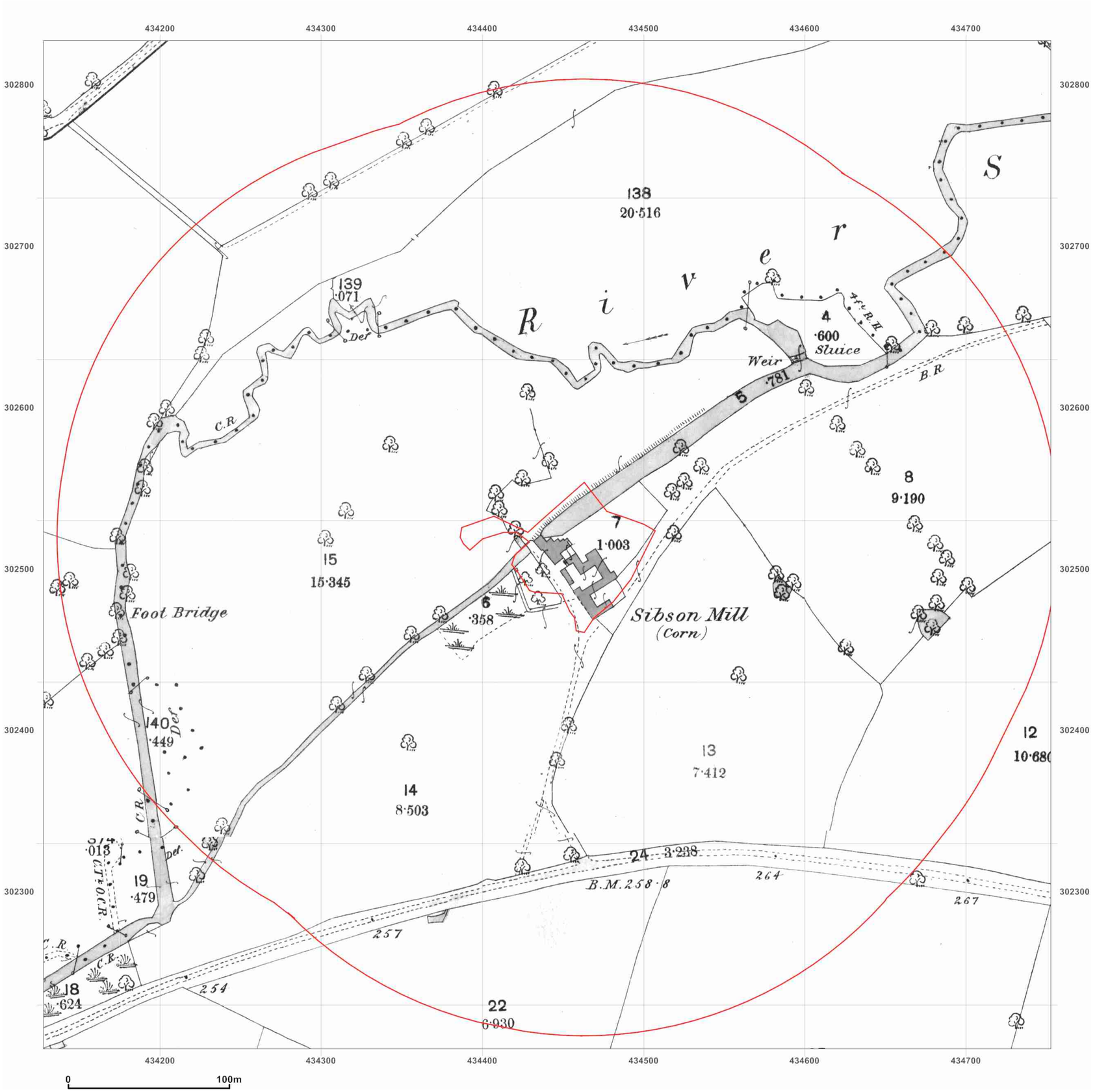

GroundSure
ENVIRONMENTAL INSIGHT

Site Details:

SIBSON MILL FARM HOUSE,
WELLSBOROUGH ROAD,
SIBSON, NUNEATON, CV13
6LR

Client Ref: 1085
Report Ref: HMD-378-147243
Grid Ref: 434440, 302515

Map Name: County Series

Map date: **1886**

Scale: 1:2,500

Printed at: 1:2,500

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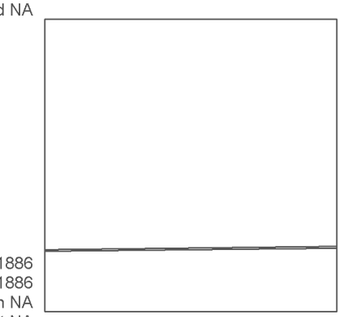
Surveyed 1886
Revised 1886
Edition NA
Copyright NA
Levelled NA



Surveyed 1886
Revised 1886
Edition NA
Copyright NA
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APPENDIX E
NOTES ON LIMITATIONS

LUSTRE CONSULTING, ENVIRONMENTAL AND GEOTECHNICAL CONSULTANCY SERVICES

NOTES ON LIMITATIONS

General

Lustre Consulting have completed the attached report for the use of the Client detailed on the front cover and those parties with whom a warranty agreement has been executed, or with whom an assignment has been agreed.

Third parties should not use or rely upon the contents of the report unless written approval has been gained from Lustre Consulting; (due to legal requirements, a charge may be levied against such approval).

Lustre Consulting accepts no responsibility or liability for:

a) the consequences of this documentation being used for any purpose or project other than that for which it was commissioned, and

b) this document to any third party with whom approval for use has not been agreed.

Phase I Environmental Risk Assessments, Desk Studies and Site Audits

The work completed and utilised to provide this report comprises a study of available documentation. The opinions and results presented in this report have been arrived at by utilising the finite amount of data available at the time of writing and are relevant only to the purpose for which the report was commissioned. The data which has been reviewed should not be considered exhaustive and has been accepted in good faith as providing true and representative information pertaining to site conditions. Should additional information become available which may affect the opinions expressed in this report, Lustre Consulting reserves the right to review this information and, if warranted, to modify the opinions presented in the report accordingly.

It should be noted that the risks which are identified in this report are perceived risks based on the available information at the time of writing and that the actual risks associated can only be assessed following a physical investigation of the site.

Phase II Site Investigations

The intrusive investigation has been completed to provide information concerning the type and degree of contamination present along with ground and groundwater conditions which facilitates a reasonable risk assessment to be completed. The stated objectives of the ground investigation have been limited to assessing the proven risks which are associated with potential human targets, building materials, the environment (including adjacent land), and to surface and groundwater.

The amount of exploratory work, chemical testing and monitoring completed as part of this project has potentially been restricted by the short timescale available, and the locations of exploratory holes undertaken have potentially been restricted to areas unoccupied by buildings(s) and buried services. A more comprehensive post demolition / decommission investigation may be required if the site is to be redeveloped. For these reasons any costs included in relation to site remediation must be considered as tentative only at this time.

The exploratory holes investigate only a small volume of the ground in relation to the size of the site and therefore, can only provide a “snap shot” or general indication of ground conditions located on the site. The fact that the site has been investigated does not preclude the existence of localised “hotspots” of contamination where concentrations may be significantly higher than those actually encountered.

The risk assessment and opinions provided in this report take into account currently available guidance values relating to acceptable contamination concentrates; no liability can be accepted for the retrospective effects of any future changes or amendments to these values.



LUSTRE
CONSULTING

239 Southborough Lane
Bromley
Kent
BR2 8AT

t 07540 985264
e matt@lustreconsulting.com

www.lustreconsulting.com