

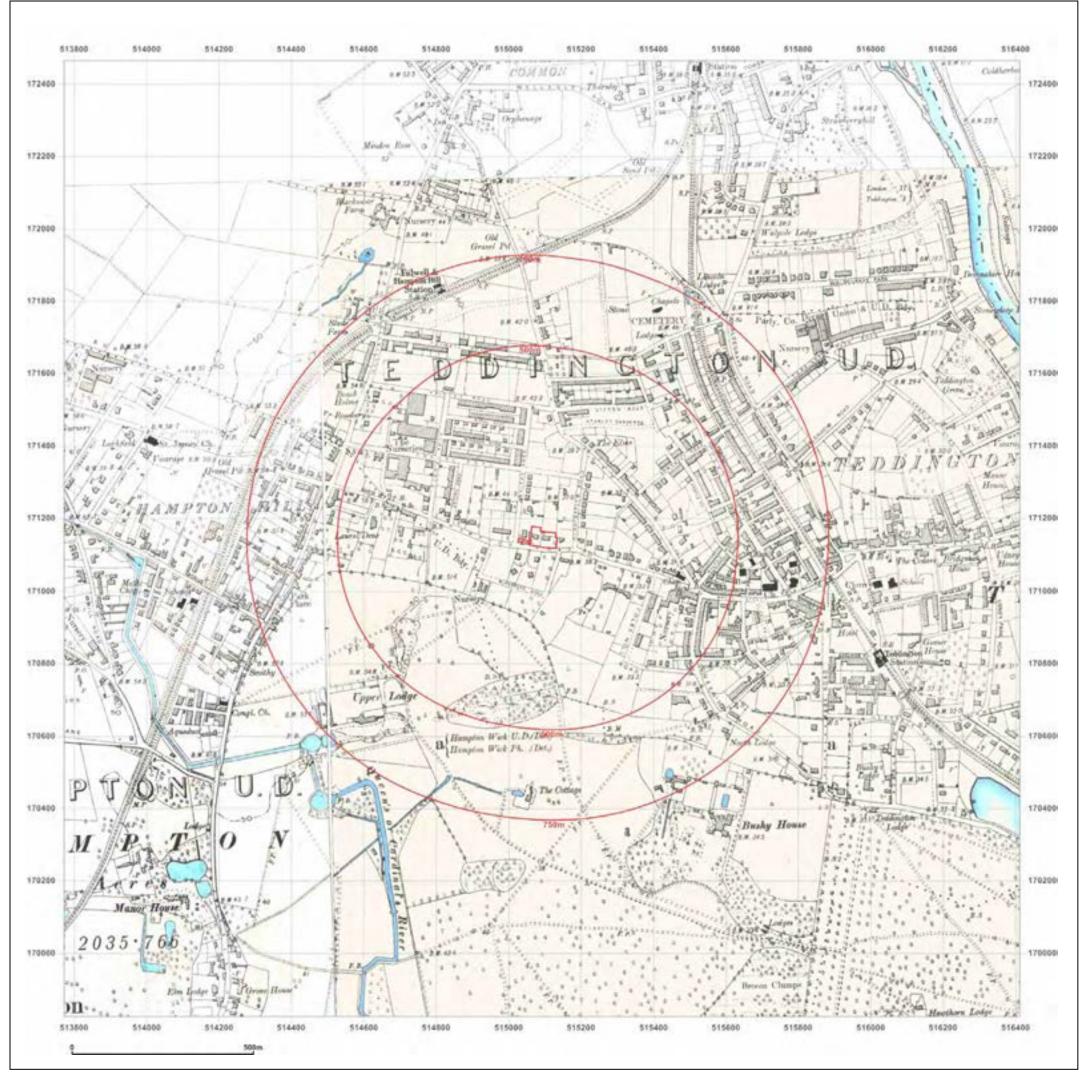




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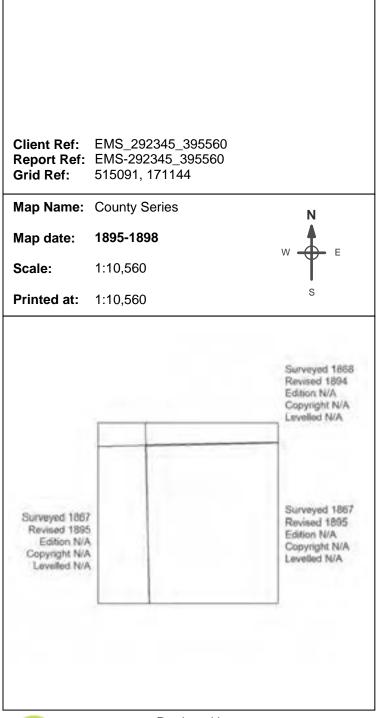
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Site Details:





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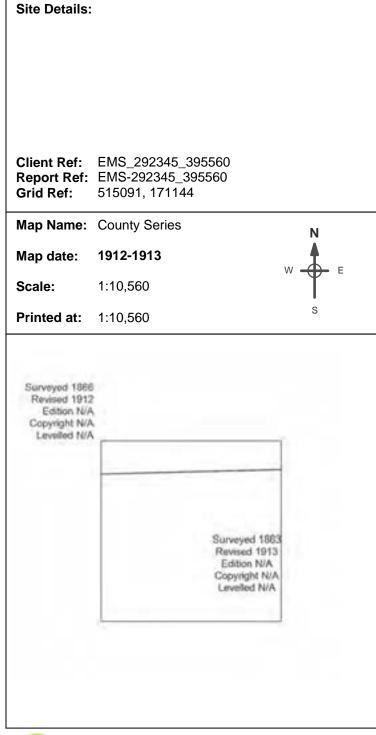
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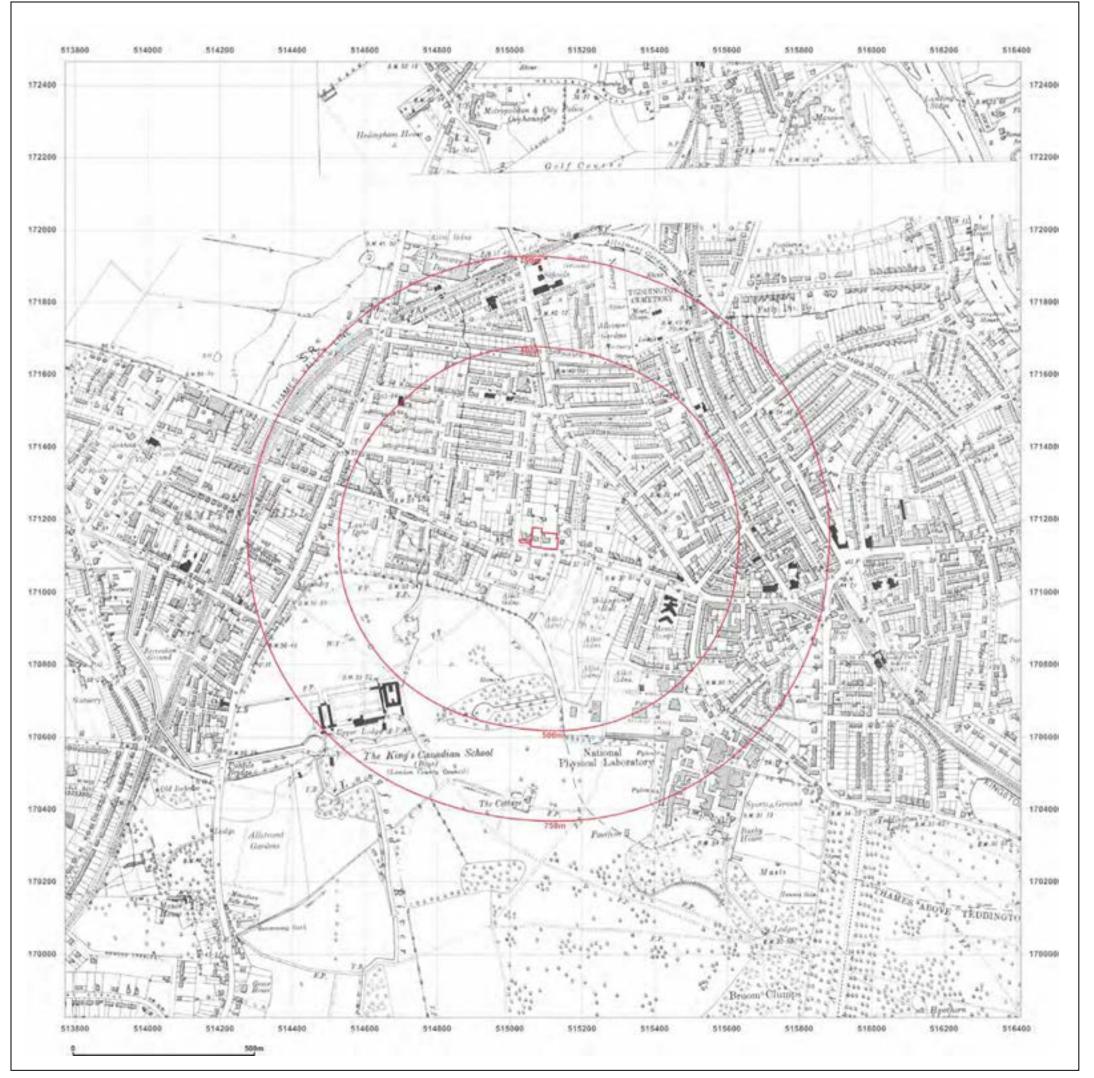




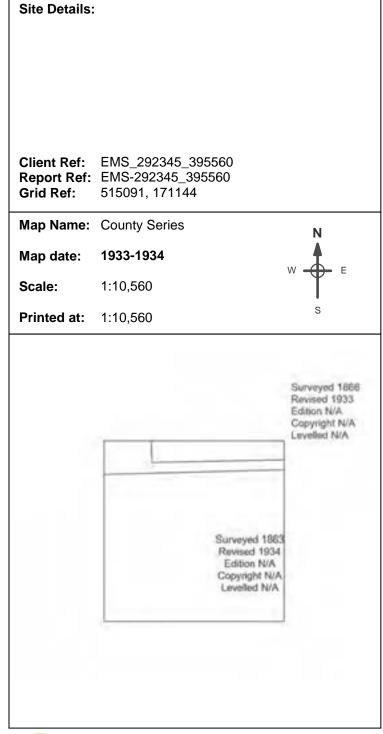
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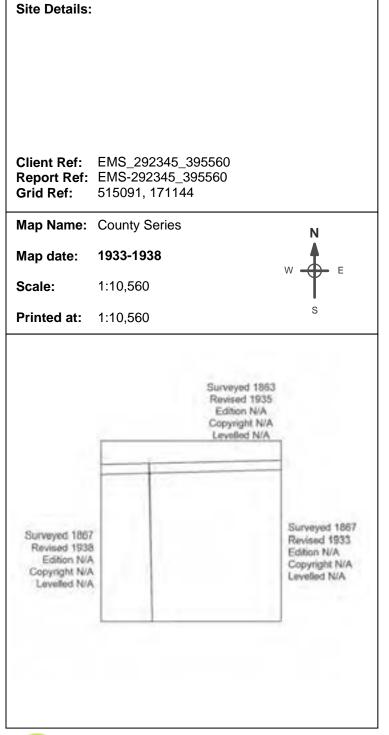
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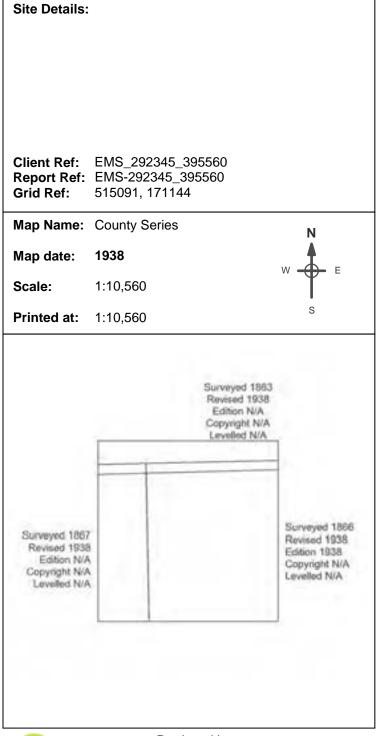


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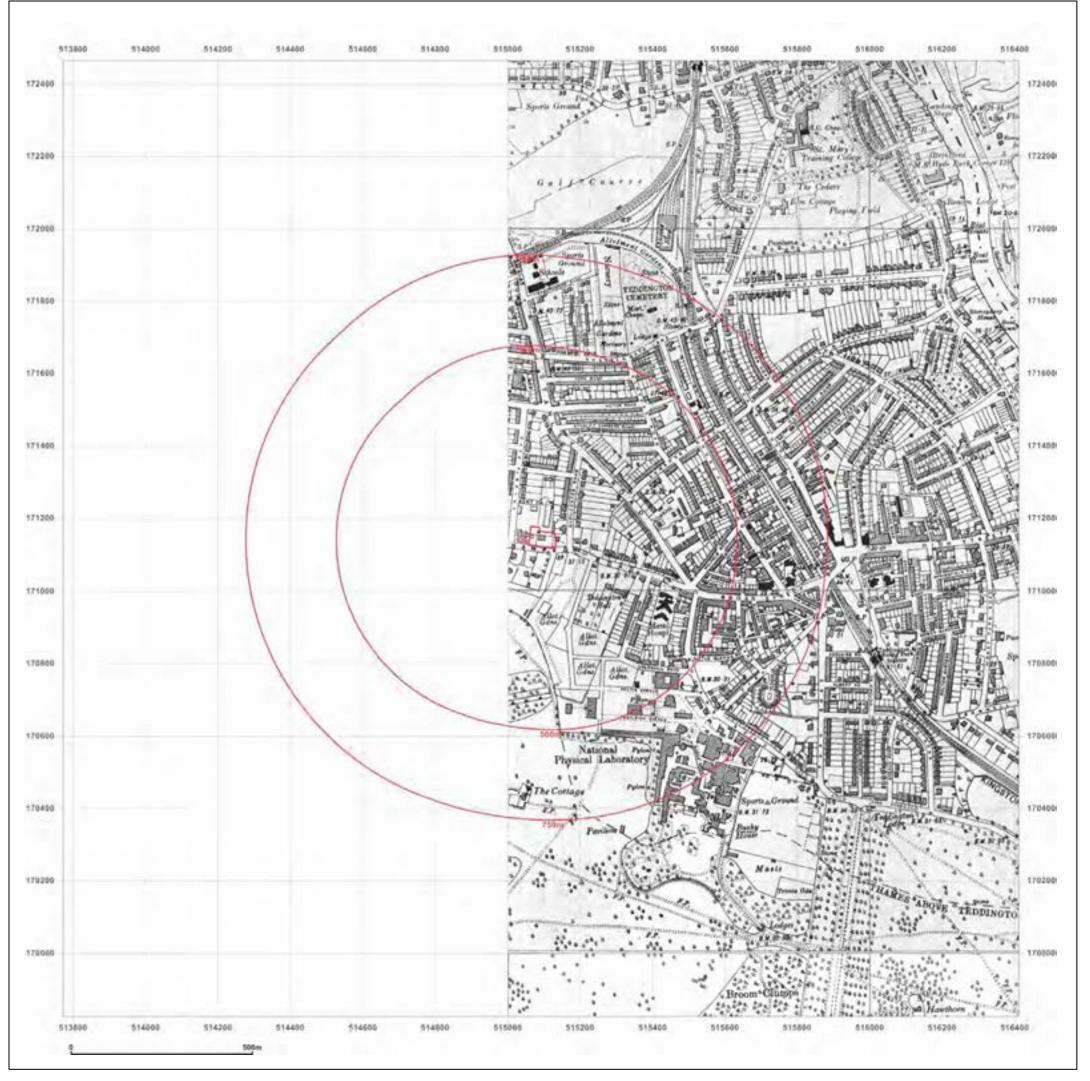
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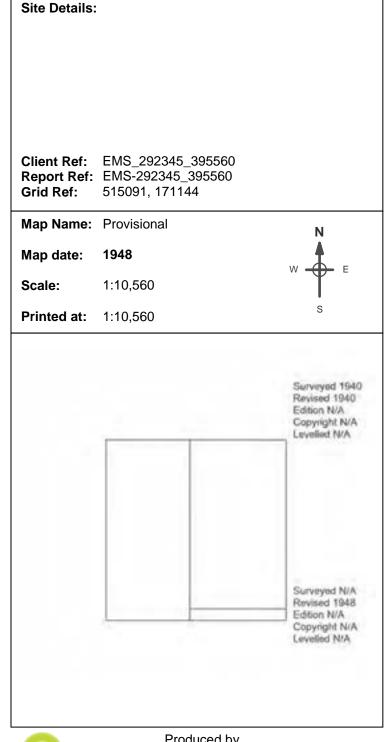
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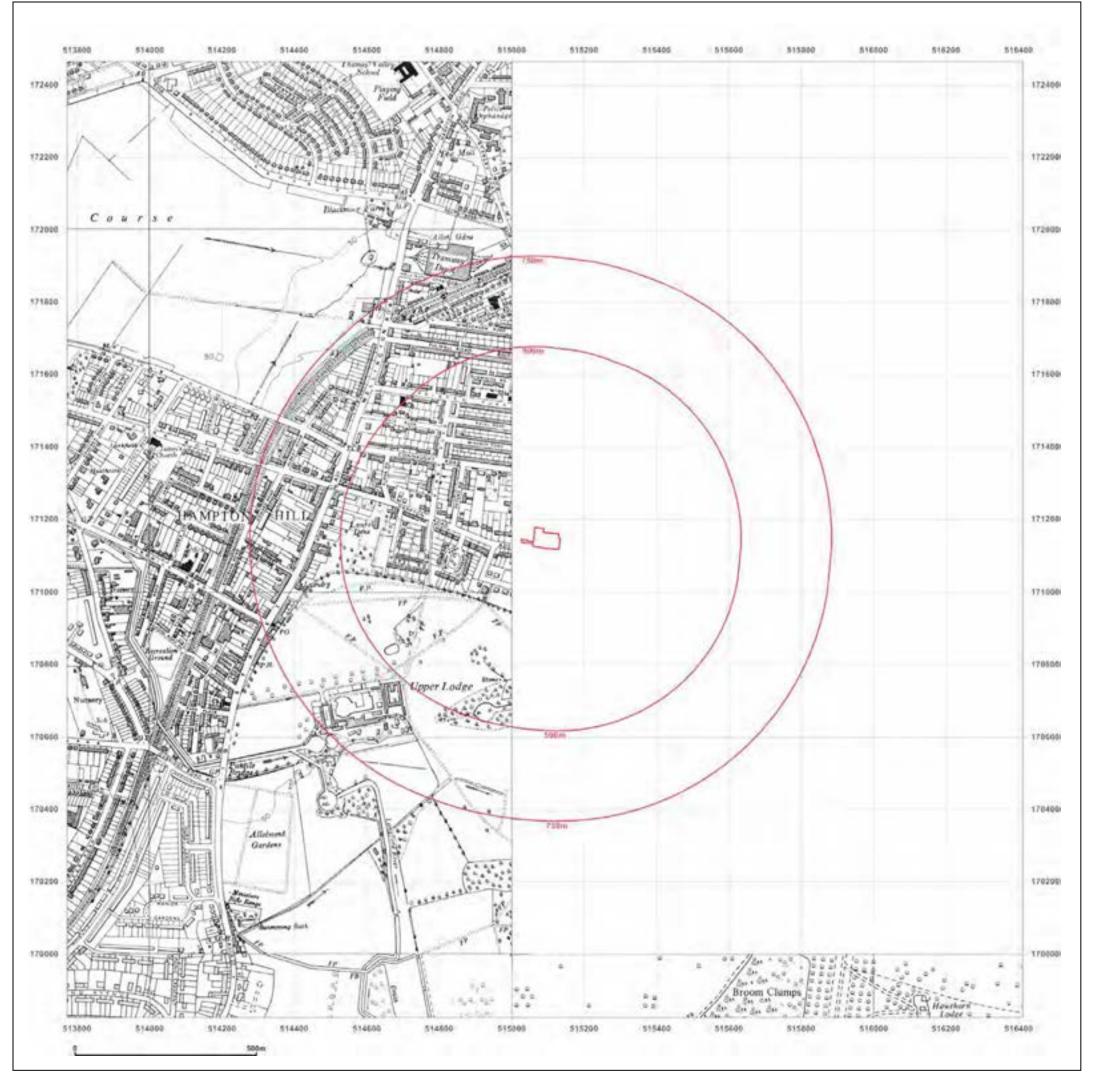




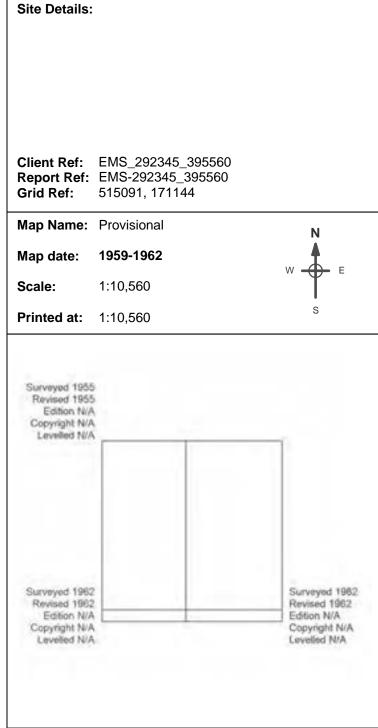
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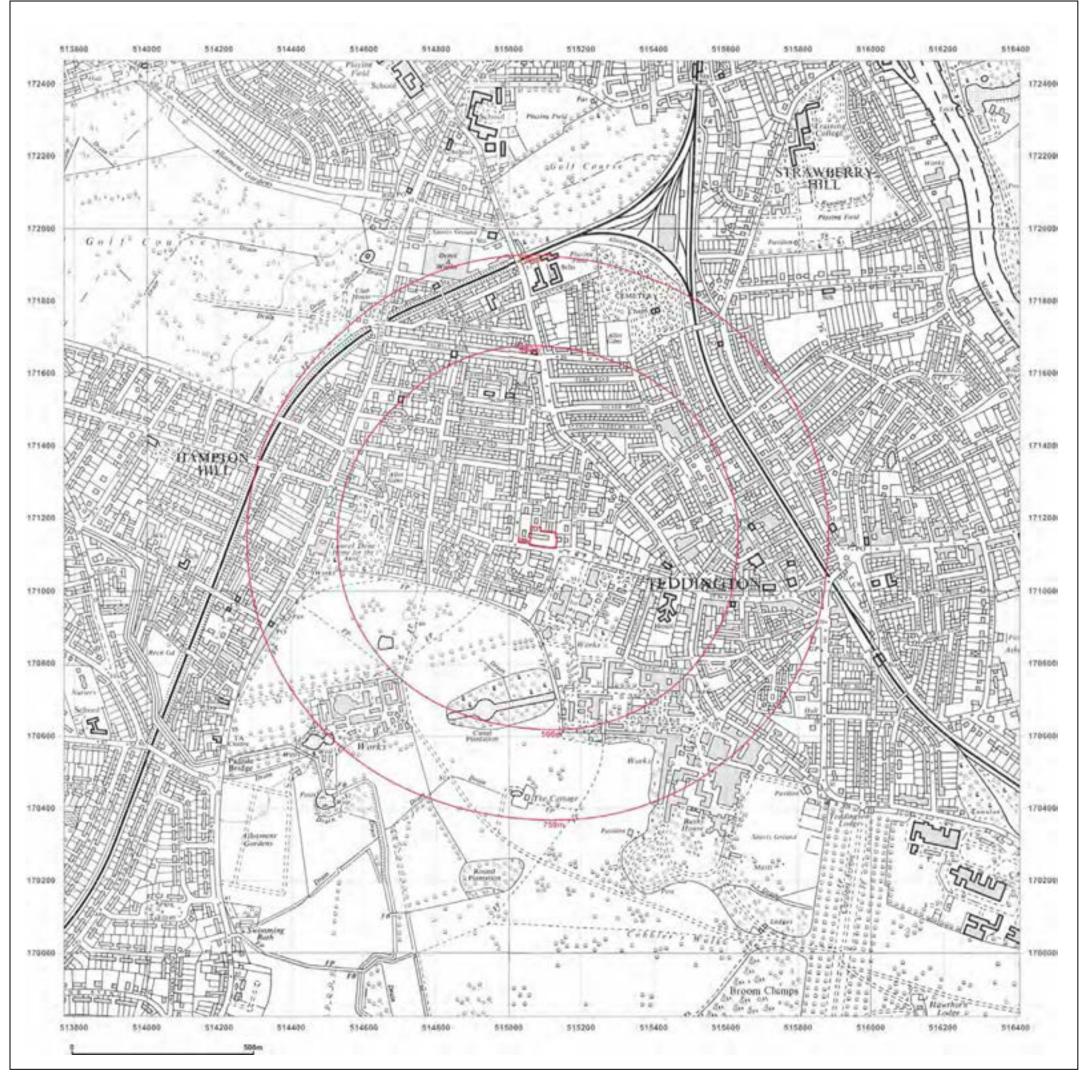




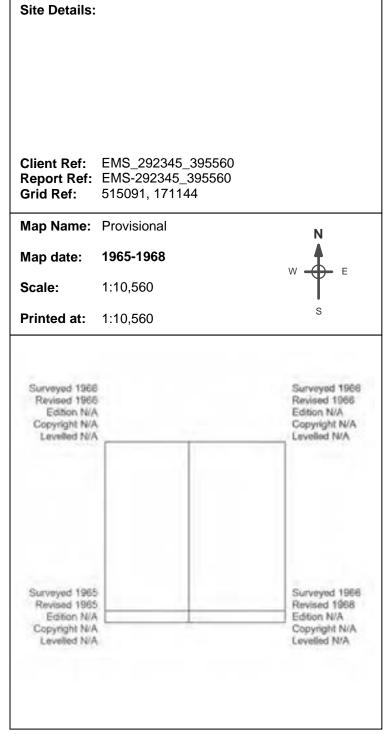
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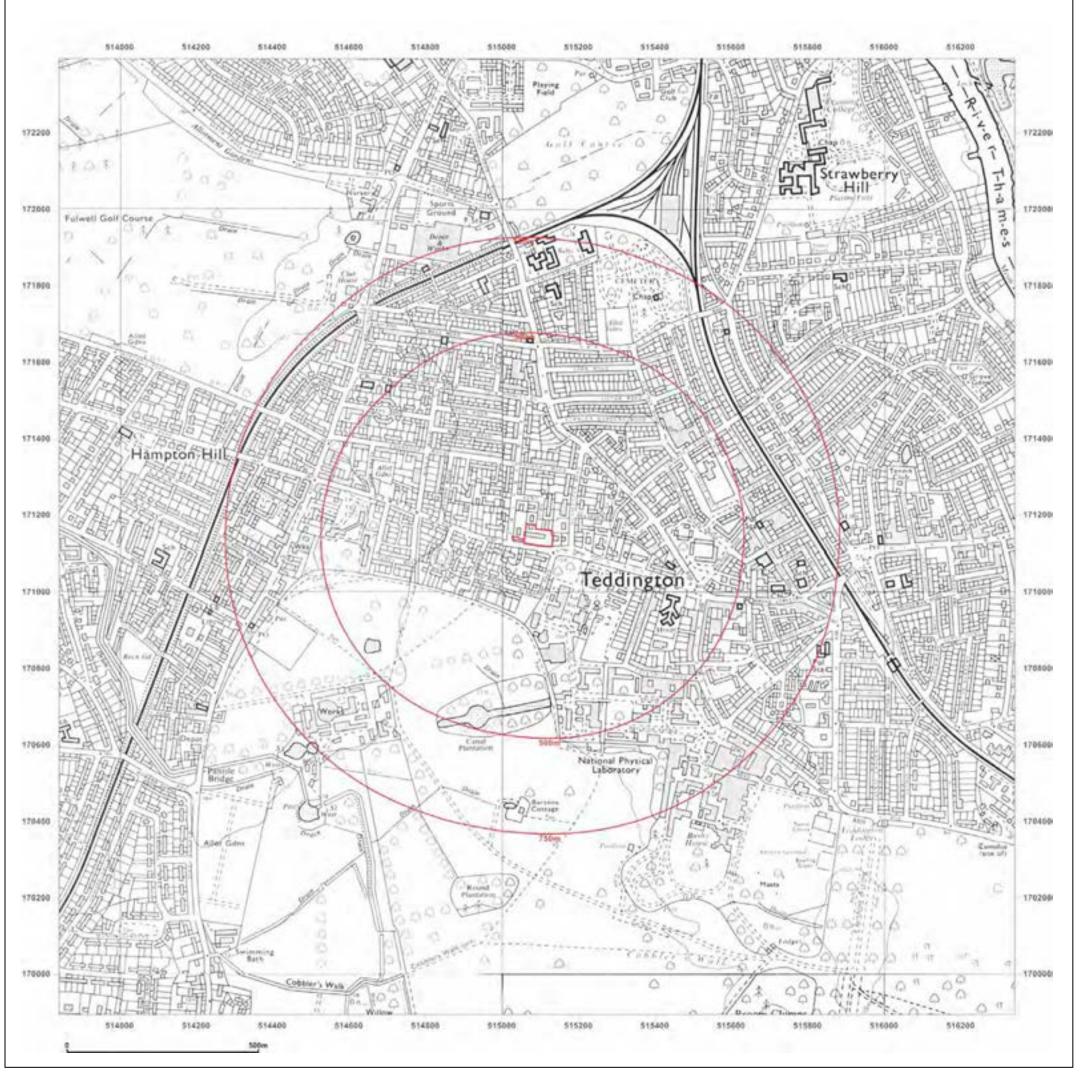




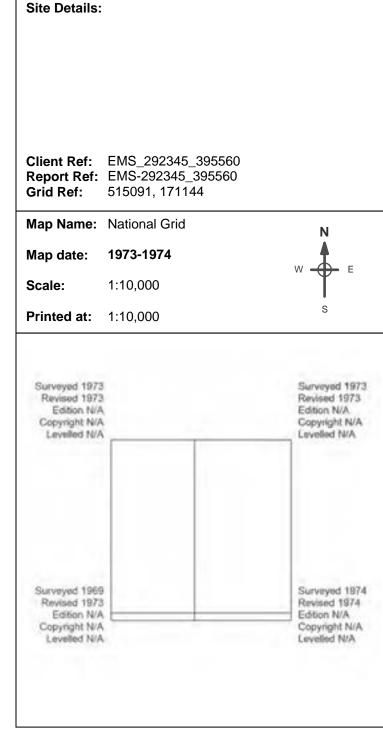
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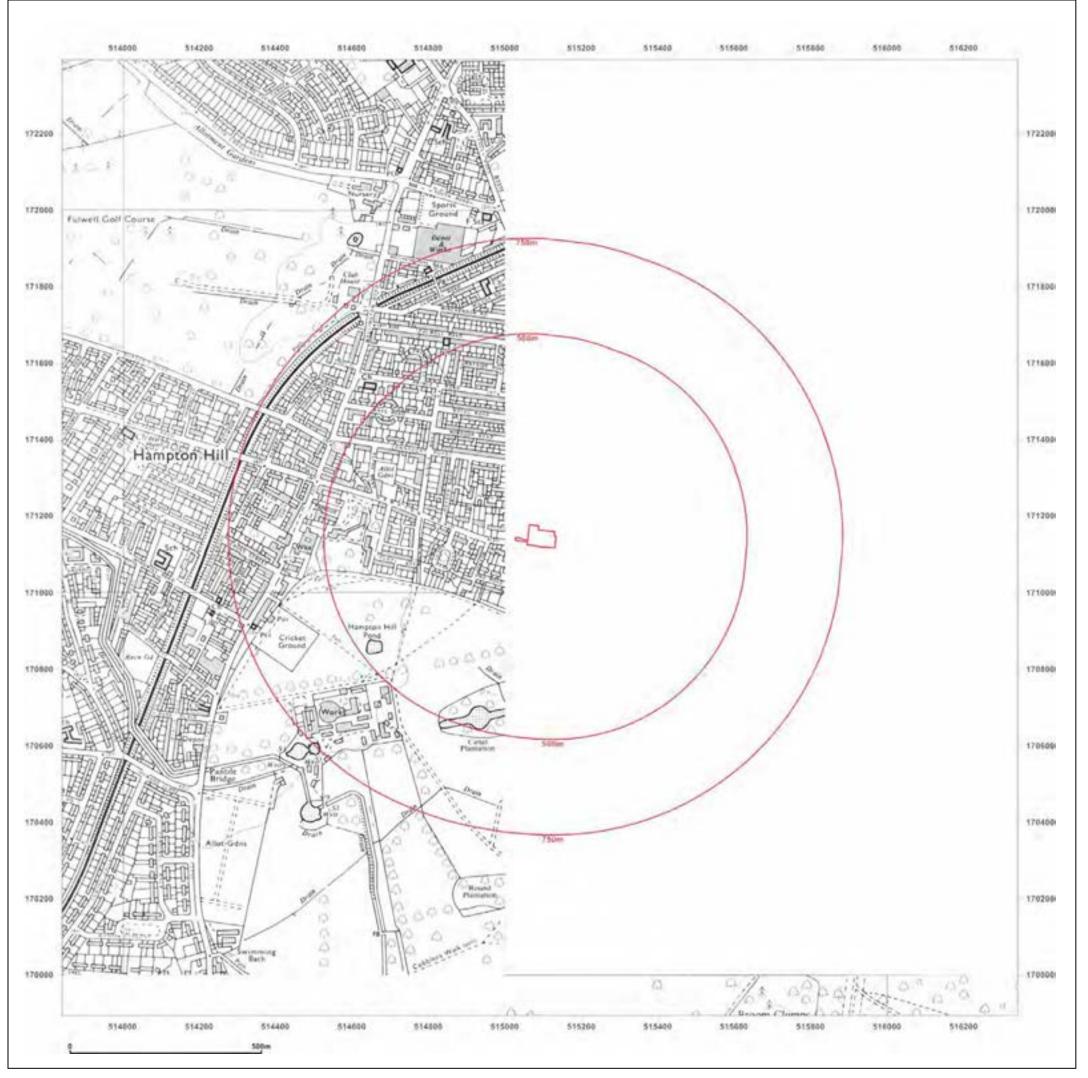




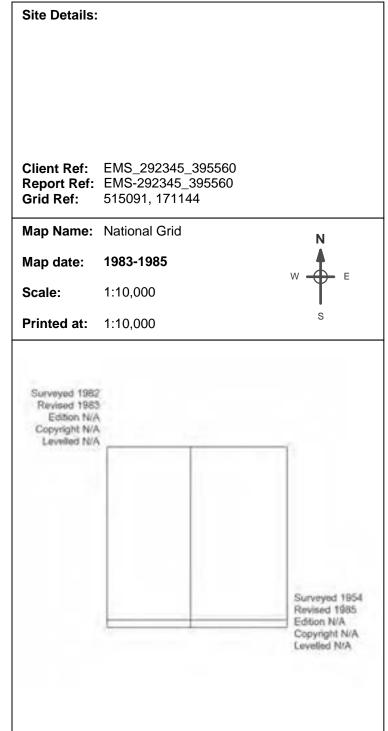
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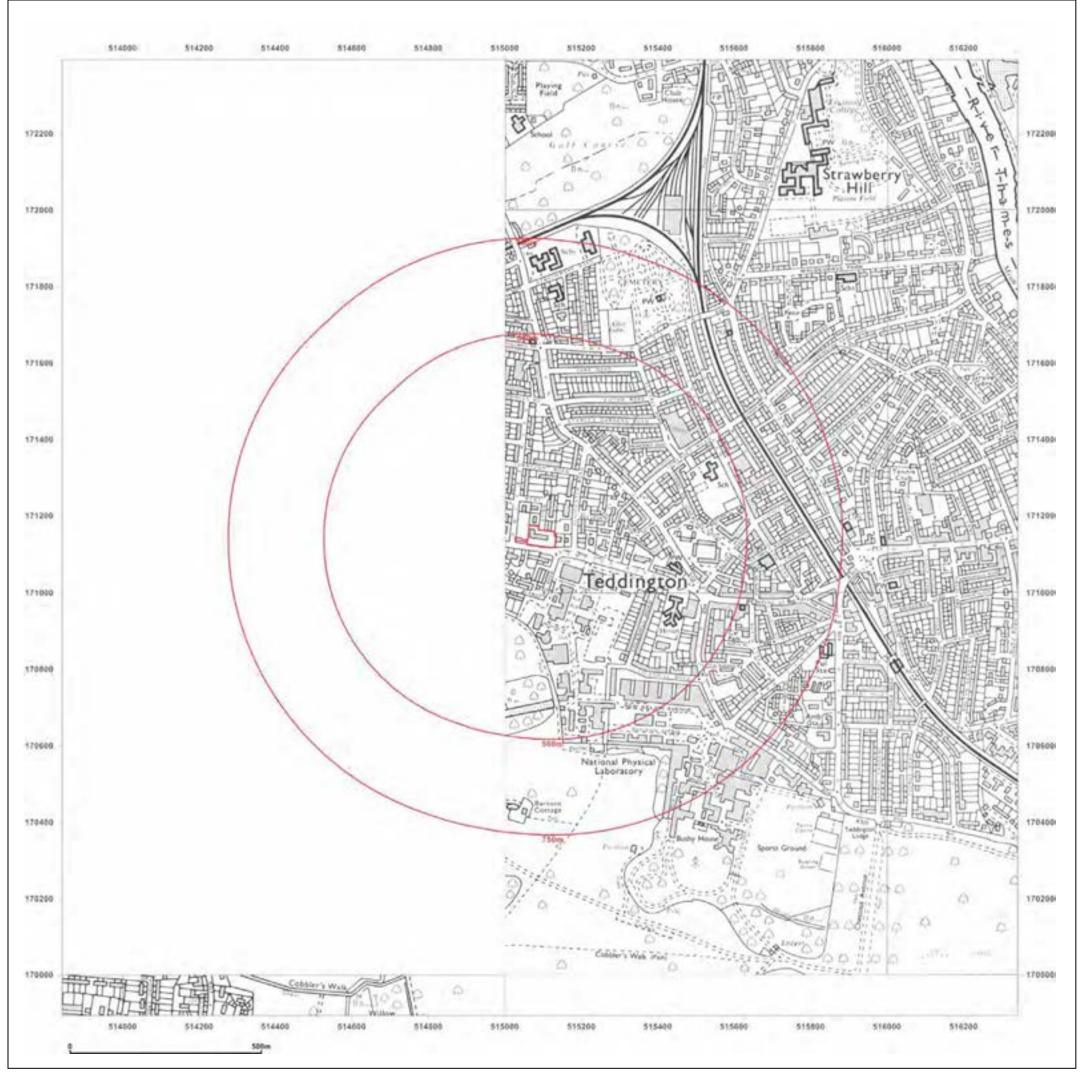




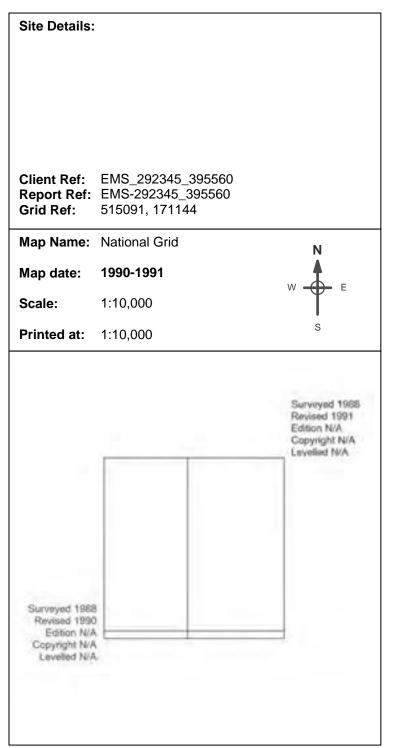
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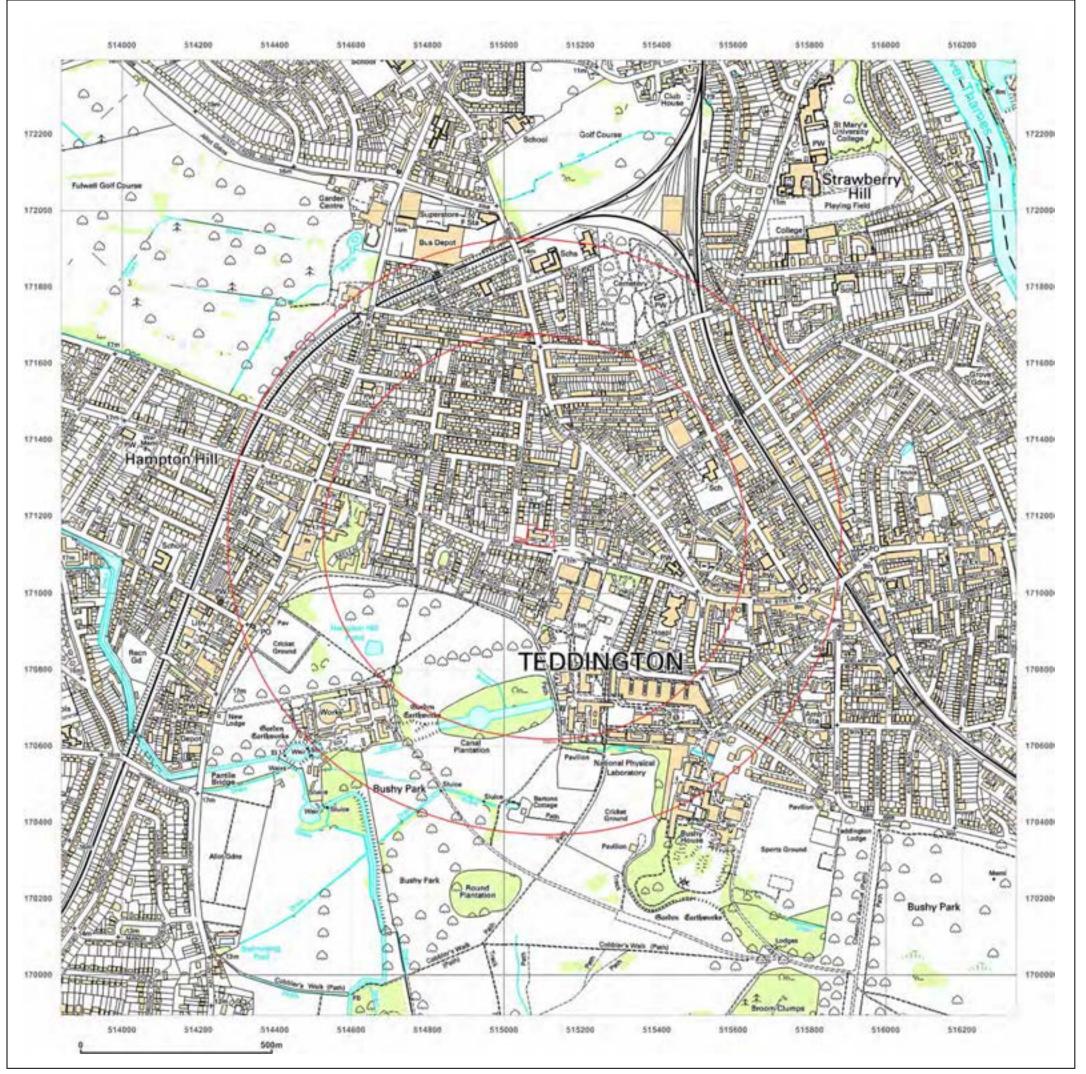


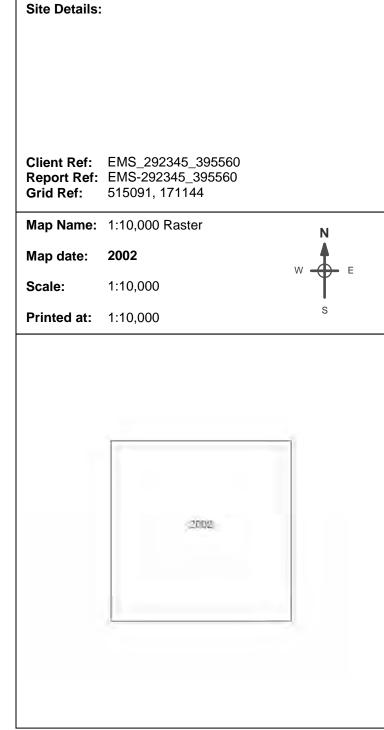


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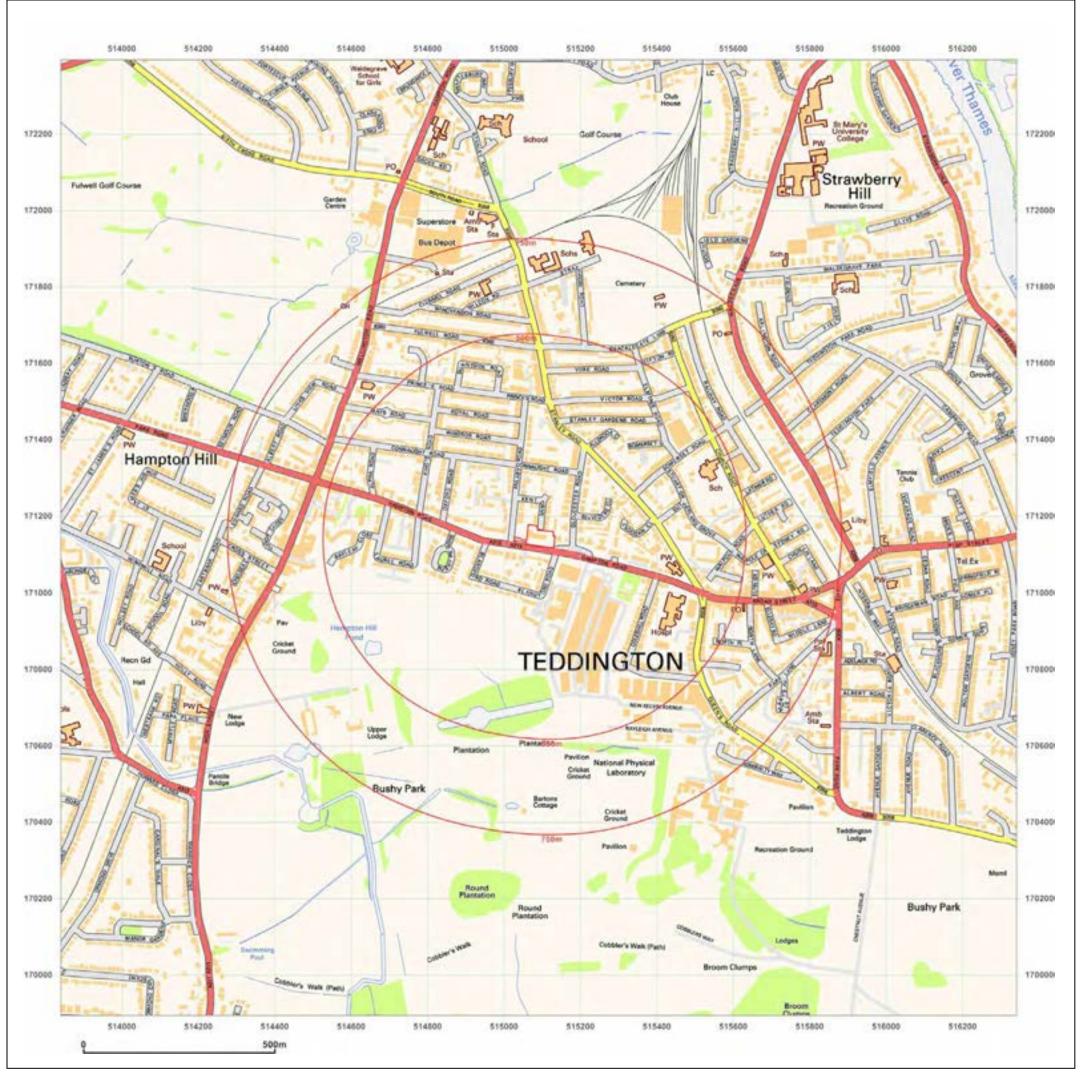
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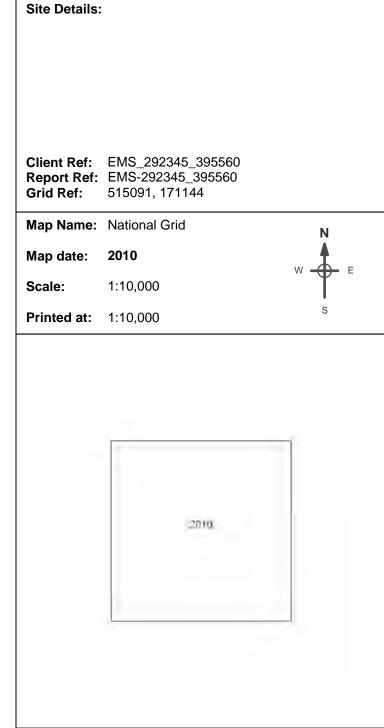


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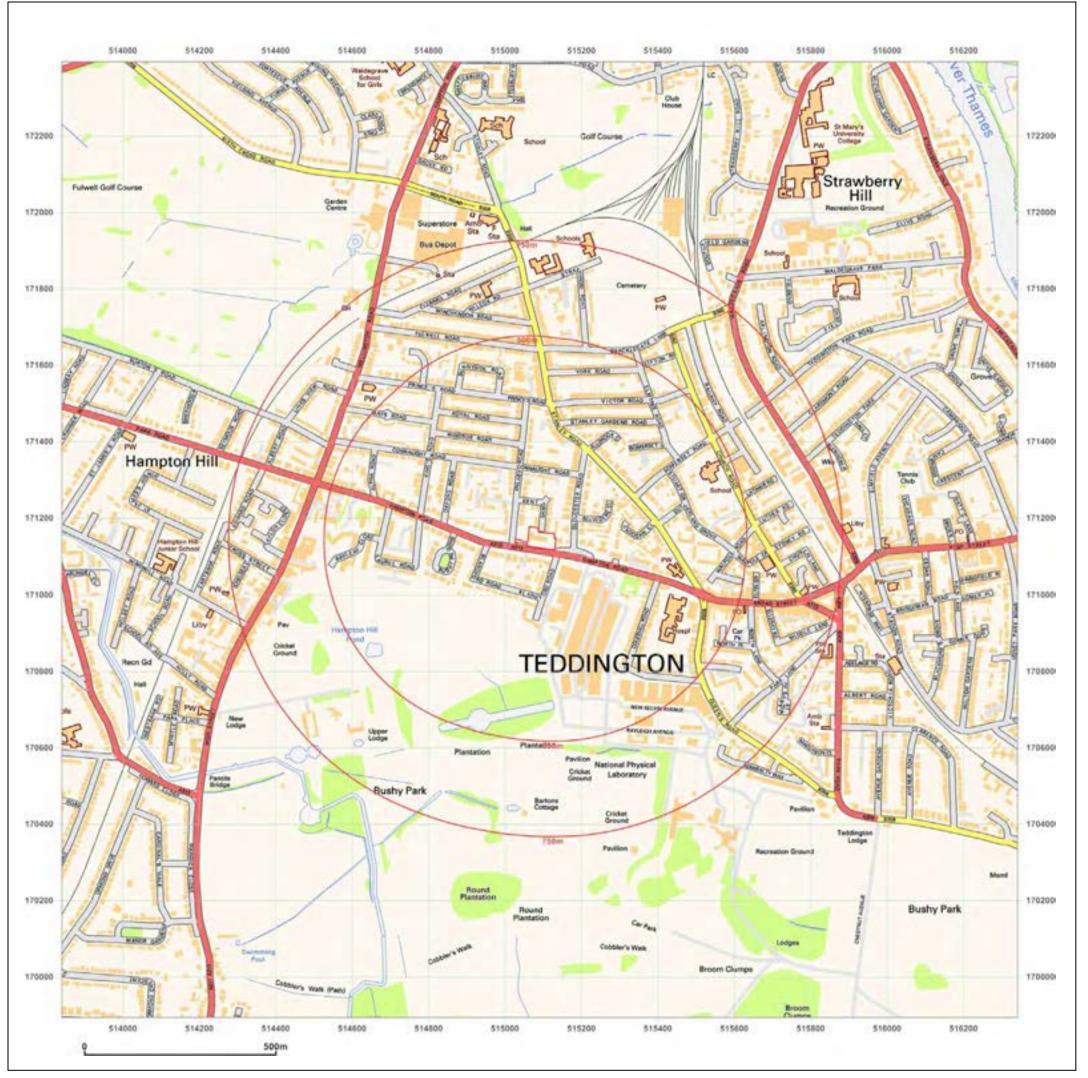
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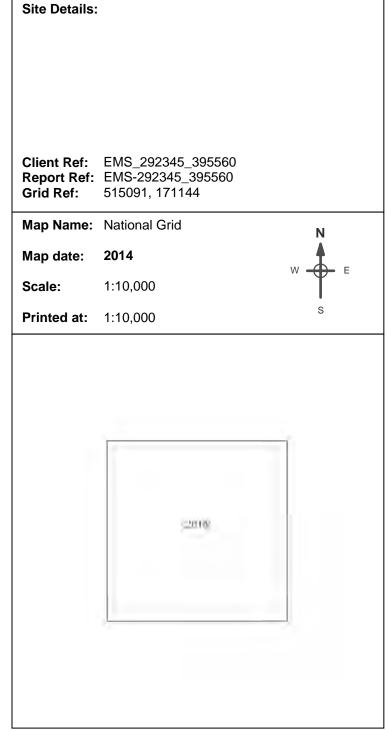


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**GroundSure Report** 



# GroundSure GeoInsight

Address: ,

Date: 9 Mar 2015

Reference: EMS-292345\_395561

Client: EmapSite

NW NE



SW S SE

Aerial Photograph Capture date: 20-Apr-2013 Grid Reference: 515091,171144

Site Size: 0.35ha

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## **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.

Section 1:Geology							
1.1 Artificial Ground	1.1.1 Is there any Artificial Ground/ Made the study site?	Ground preser	nt beneath	Yes			
	1.1.2 Are there any records relating to per ground within the study site* boundary?	meability of ar	tificial	No			
1.2 Superficial Geology and Landslips	1.2.1 Is there any Superficial Ground/Drift beneath the study site?	t Geology prese	ent	Yes			
	1.2.2 Are there any records relating to per geology within the study site boundary?	1.2.2 Are there any records relating to permeability of superficial geology within the study site boundary?					
	1.2.3 Are there any records of landslip wit site boundary?	1.2.3 Are there any records of landslip within 500m of the study ite boundary?					
	1.2.4 Are there any records relating to per within the study site boundary?	1.2.4 Are there any records relating to permeability of landslips within the study site boundary?					
1.3 Bedrock, Solid Geology & Faults	1.3.1 For records of Bedrock and Solid Geo site* see the detailed findings section.	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 per within the study site boundary?	meability of be	drock	Yes			
	1.3.3 Are there any records of faults within boundary?	n 500m of the s	tudy site	No			
1.4 Radon data	1.4.1 Is the property in a Radon Affected A Health Protection Agency (HPA) and if so 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			
	1.4.2 Is the property in an area where Radare required for new properties or extensi described in publication BR211 by the Bui Establishment?	ions to existing		No radon prot necessary	ective measur	es are	
Section 2:Ground \	Vorkings	On-site	0-50m	51-250	251-500	501-1000	
2.1 Historical Surface C Mapping	Ground Working Features from Small Scale	0	0	10	Not Searched	Not Searched	
2.2 Historical Undergro	ound Workings from Small Scale Mapping	0	0	0	0	2	
2.3 Current Ground Wo	orkings	0	0	1	1	3	
Section 3:Mining, E	extraction & Natural Cavities	On-site	0-50m	51-250	251-500	501-1000	
3.1 Historical Mining		0	0	0	0	0	

Report Reference: EMS-292345\_395561

EMS\_292345\_395561



Section 3:Mining, Extraction & Natural Cavities	On-site	0-50m	51-250	251-500	501-1000
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
Section 4:Natural Ground Subsidence	On-si	ite			
4.1 Shrink Swell Clay	Moder	ate			
4.2 Landslides	Very L	OW			
4.3 Ground Dissolution of Soluble Rocks	Negligi	Negligible			
4.4 Compressible Deposits	Negligi	ble			
4.5 Collapsible Deposits	Very L	OW			
4.6 Running Sand	Very L	OW	1		
Section 5:Borehole Records	On-site	0-50m	51-250		
5 BGS Recorded Boreholes	0	0	27		
Section 6:Estimated Background Soil Chemistry	On-site	0-50m	51-250		
6 Records of Background Soil Chemistry	2	1	5		
Section 7:Railways and Tunnels	On-site	0-50m	51-250	251-500	
7.1 Tunnels	0	0	0	Not Searched	
7.2 Historical Railway and Tunnel Features	0	0	0	Not Searched	
7.3 Historical Railways	0	0	0	Not Searched	
7.4 Active Railways	0	0	0	Not Searched	





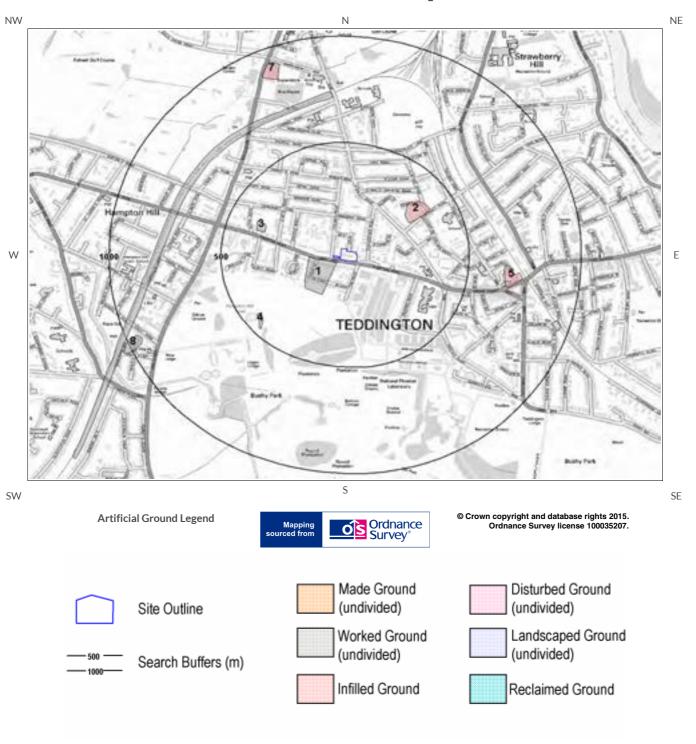
Section 7:Railways and Tunnels	On-site	0-50m	51-250	251-500	
7.5 Railway Projects	0	0	0	0	





## 1 Geology

# 1.1 Artificial Ground Map



Report Reference: EMS-292345\_395561 Client Reference: EMS\_292345\_395561

8







# 1 Geology1.1 Artificial Ground

#### 1.1.1Artificial/ Made Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:270

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

Yes

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	21.0	S	WGR-OPEN	WORKED GROUND (UNDIVIDED)	VOID
2	273.0	NE	WMGR-MGRD	INFILLED GROUND	ARTIFICIAL DEPOSIT
3	324.0	W	WGR-OPEN	WORKED GROUND (UNDIVIDED)	VOID
4	422.0	SW	WGR-OPEN	WORKED GROUND (UNDIVIDED)	VOID

#### 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.





# 1.2 Superficial Deposits and Landslips Map



Superficial Deposits and Landslips Legend



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## 1.2 Superficial Deposits and Landslips

#### 1.2.1 Superficial Deposits/ Drift Geology

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

Yes

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	KPGR-SAGR	KEMPTON PARK GRAVEL FORMATION	SAND AND GRAVEL
2	0.0	On Site	TPGR-SAGR	TAPLOW GRAVEL FORMATION	SAND AND GRAVEL

#### 1.2.2 Permeability of Superficial Ground

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

Yes

Distance (m)	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Intergranular	Very High	High
0.0	On Site	Intergranular	Very High	High
26.0	W	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.

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

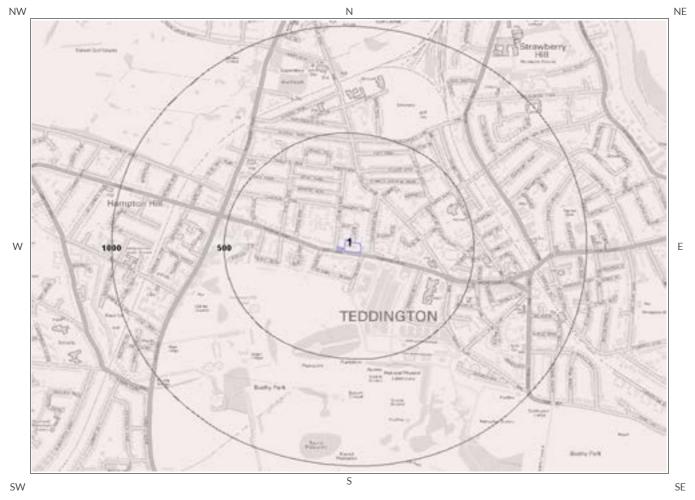
Database searched and no data found.

<sup>\*</sup> This includes an automatically generated 50m buffer zone around the site





# 1.3 Bedrock and Faults Map



**Bedrock and Faults Legend** 



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## 1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:270

#### 1.3.1 Bedrock/ Solid Geology

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

ID	Distance (m)	Direction	LEX Code	Description	Rock Age
1	0.0	On Site	LC-CLSI	London Clay Formation - Clay And Silt	Eocene

#### 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	Mixed	Low	Very Low
26.0	W	Mixed	Low	Very 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.

<sup>\*</sup> This includes an automatically generated 50m buffer zone around the site





### 1.4 Radon Data

#### 1.4.1 Radon Affected Areas

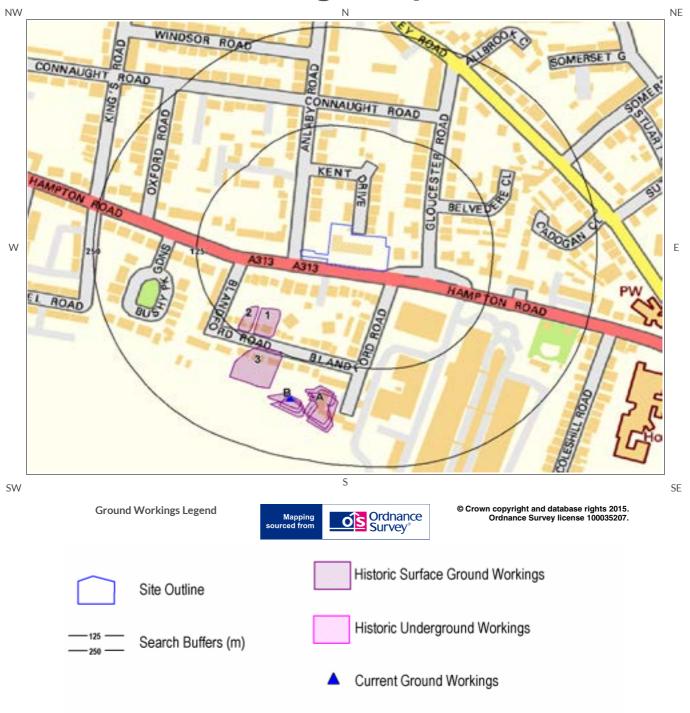
Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

#### 1.4.2 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



## 2 Ground Workings Map







# 2 Ground Workings

#### 2.1 Historical Surface Ground Working Features derived from Historical Mapping

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

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

Yes

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

ID	Distance (m)	Direction	NGR	Use	Date
1	74.0	SW	514986 171051	Unspecified Pit	1894
2	83.0	SW	514963 171056	Refuse Heap	1894
3	125.0	S	514972 170995	Unspecified Pit	1894
4A	154.0	S	515048 170947	Ponds	1912
5A	158.0	S	515050 170941	Ponds	1913
6A	163.0	S	515052 170937	Ponds	1913
7B	172.0	S	515007 170952	Gravel Pit	1912
8B	172.0	S	515007 170952	Gravel Pit	1938
9B	175.0	S	515015 170947	Gravel Pit	1913
10B	177.0	S	515011 170943	Gravel Pit	1913

#### 2.2 Historical Underground Working 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?

Yes

The following Historical Underground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
Not shown	687.0	NW	514642 171728	Tunnel	1913
Not shown	691.0	NW	514645 171738	Tunnel	1865





#### 2.3 Current Ground Workings

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

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

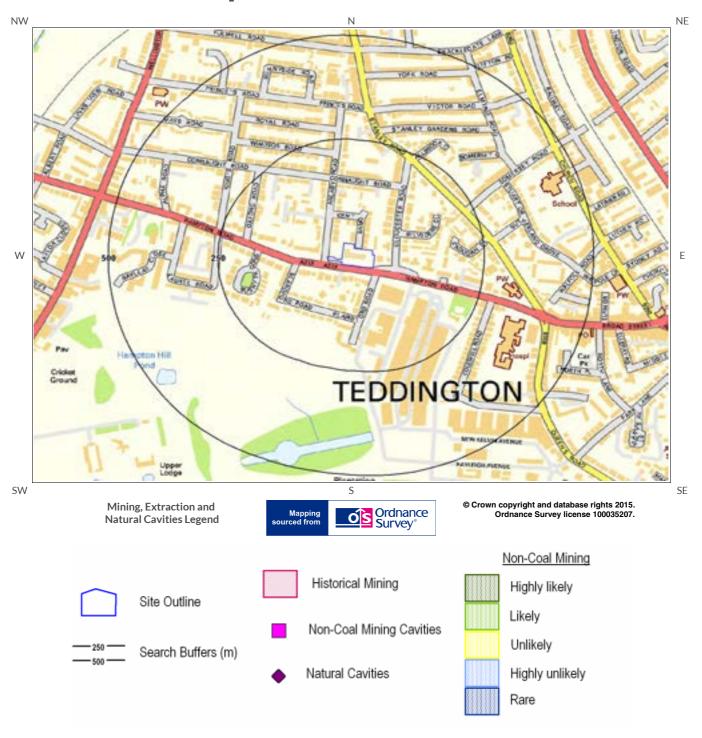
Yes

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

ID	Distance (m)	Direction	NGR	Commodity Produced	Pit Name	Type of working	Status
13B	176.0	S	515013 170956	Sand & Gravel	Upper Lodge Gravel Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	480.0	SW	514669 170818	Sand & Gravel	Upper Lodge Gravel Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	764.0	SE	515638 170548	Sand & Gravel	Bushy House Gravel Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	772.0	W	514280 171341	Sand & Gravel	Hampton Hill Gravel Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased
Not shown	776.0	N	515031 171953	Sand & Gravel	Blackmoor Farm Gravel Pit	A surface mineral working. It may be termed Quarry, Sand Pit, Clay Pit or Opencast Coal Site	Ceased

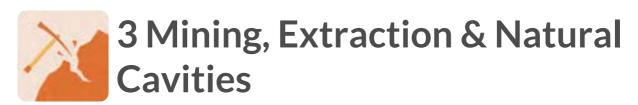


# 3 Mining, Extraction & Natural Cavities Map









#### 3.1 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 and no data 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?

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

No

Database searched and no data found.

#### 3.7 Brine Extraction

This data provides information from the Coal Authority issued on behalf of the Cheshire Brine Subsidence Compensation Board.

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.

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

No

Database searched and no data found.





#### 3.10 Clay Mining

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

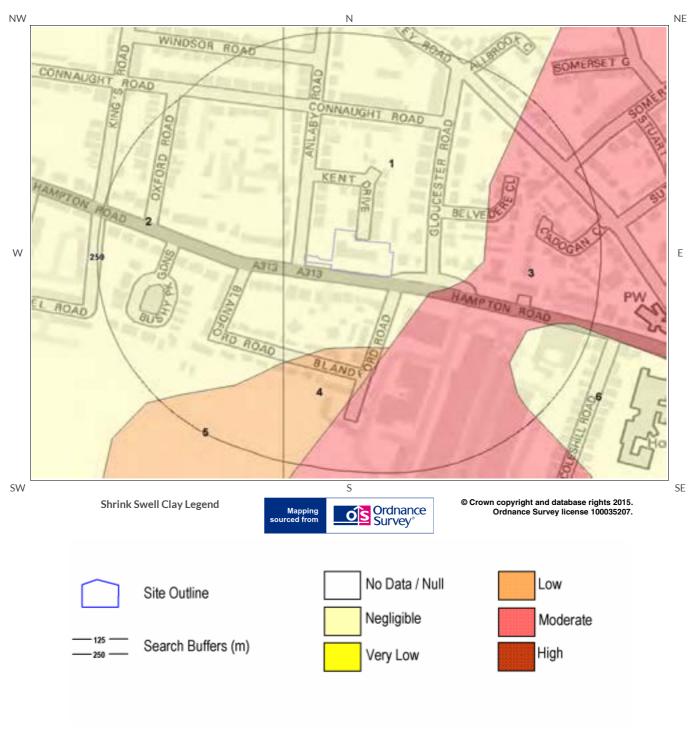
Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

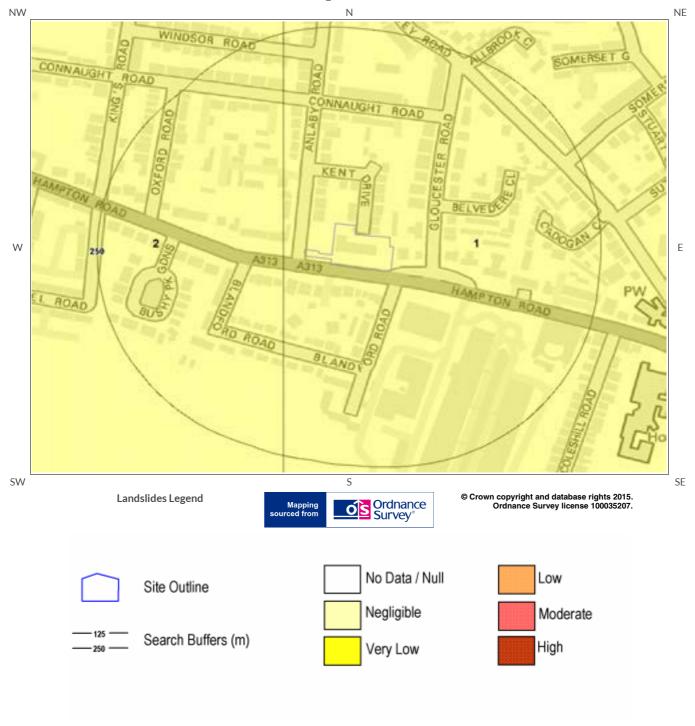


# 4 Natural Ground Subsidence 4.1 Shrink-Swell Clay Map



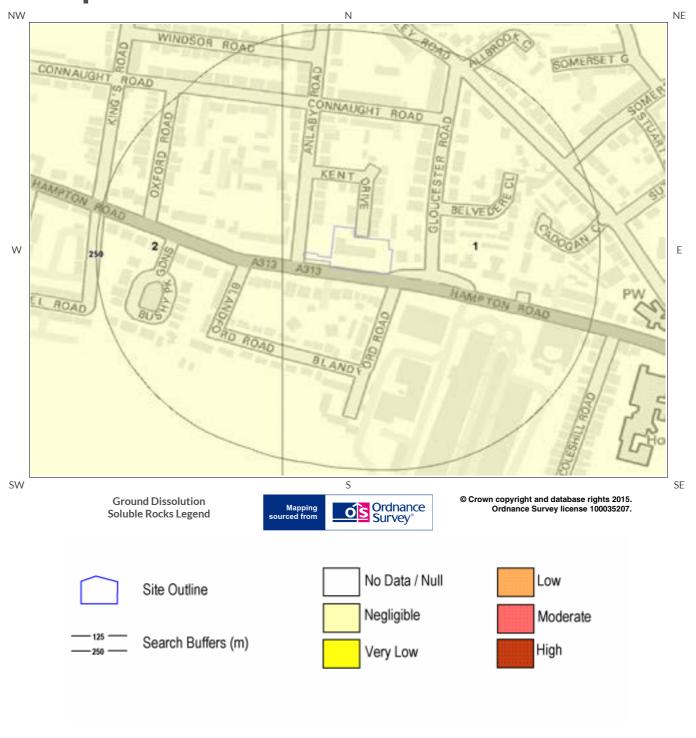


# 4.2 Landslides Map





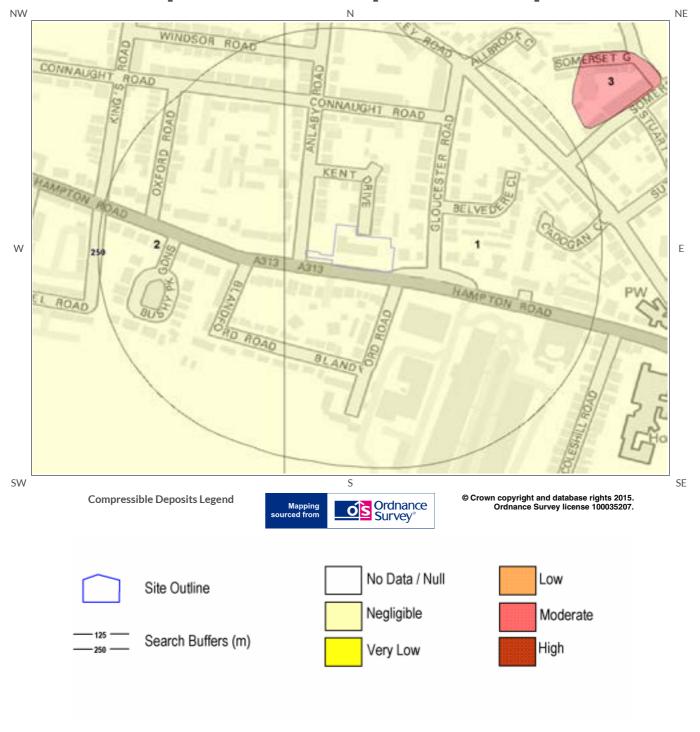
# 4.3 Ground Dissolution Soluble Rocks Map





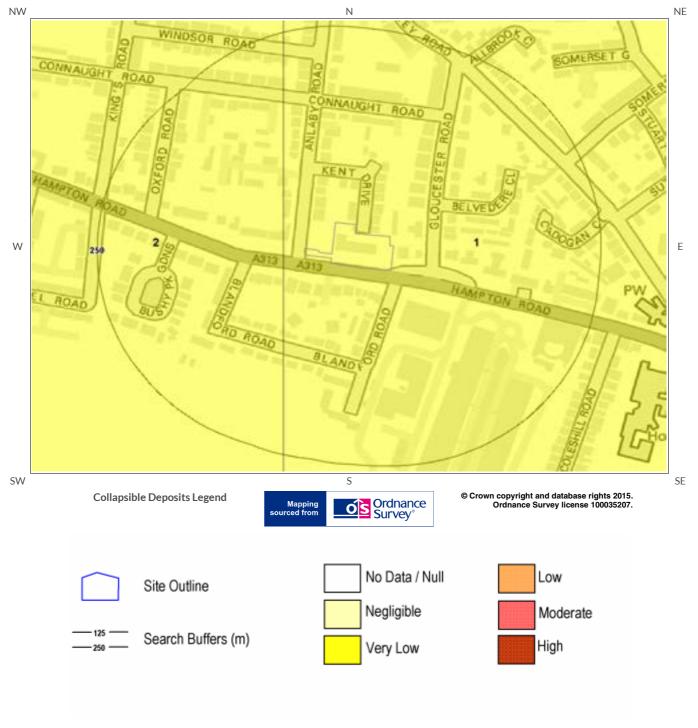


# 4.4 Compressible Deposits Map



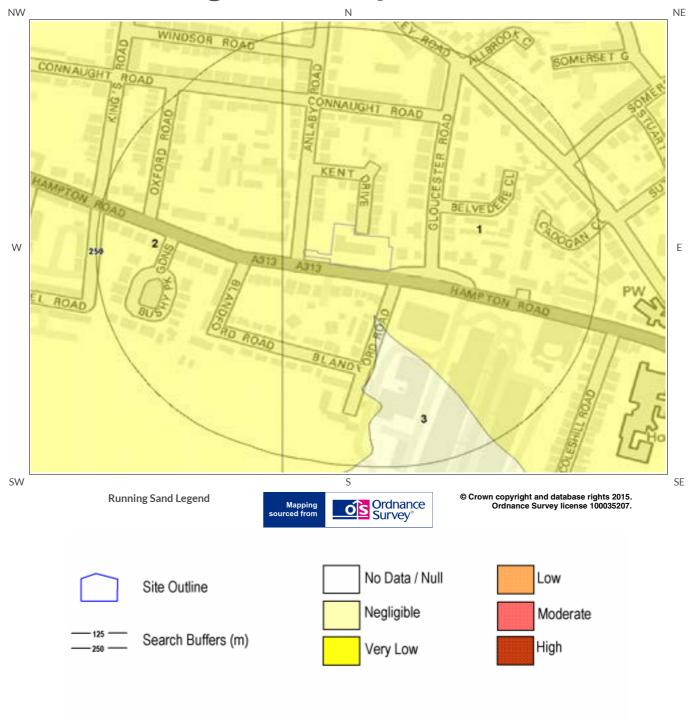


# 4.5 Collapsible Deposits Map





# 4.6 Running Sand Map







## 4 Natural Ground Subsidence

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

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

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

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	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
2	26.0	W	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.
3	50.0	SE	Moderate	Ground conditions predominantly high plasticity. Do not plant or remove trees or shrubs near to buildings without expert advice about their effect and management. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a probable increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a probable increase in insurance risk during droughts or where vegetation with high moisture demands is present.

### 4.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)	Details		
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.
2	26.0	W	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.

<sup>\*</sup> This includes an automatically generated 50m buffer zone around the site





## 4.3 Ground Dissolution of Soluble Rocks

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

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. 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.
2	26.0	W	Negligible	Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. 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 Deposits information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
2	26.0	W	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 provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	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.
2	26.0	W	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 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.





ID Distance	e Direction	Hazard Rating	Details
2 26.0	W	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.



## 5 Borehole Records Map









## **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:

27



ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length	Borehole Name
1	69.0	SE	515180 171070	TQ17SE67/A-E	25.0	N.P.L.TEDDINGTON WEIGHTS & MEASURES LAB
2	71.0	S	515150 171050	TQ17SE67/C	25.0	W&M LAB NPL TEDDINGTON 3
3	77.0	SE	515180 171060	TQ17SE67/D	10.0	W&M LAB NPL TEDDINGTON 5
4A	85.0	SE	515200 171070	TQ17SE67/F	-1.0	W&M LAB NPL TEDDINGTON 6
5A	85.0	SE	515200 171070	TQ17SE67/E	25.0	W&M LAB NPL TEDDINGTON 6
6	88.0	SE	515170 171040	TQ17SE67/B	10.1	W&M LAB NPL TEDDINGTON 2
7	98.0	SE	515190 171040	TQ17SE67/A	10.0	W&M LAB NPL TEDDINGTON 1
8	143.0	SE	515210 171000	TQ17SE80	15.0	METROLOGY LAB NPL 1
9	152.0	SE	515260 171040	TQ17SE71	1.35	STORE NPL TEDDINGTON TP 2
10B	155.0	SE	515250 171020	TQ17SE70	1.55	STORE NPL TEDDINGTON TP 1
11	160.0	SE	515270 171040	TQ17SE69	7.45	STORE NPL TEDDINGTON 2
12B	163.0	SE	515260 171020	TQ17SE68	7.45	STORE NPL TEDDINGTON 1
13C	178.0	S	515190 170950	TQ17SE90	1.6	METROLOGY LAB NPL TP 4
14C	178.0	S	515190 170950	TQ17SE83	10.0	METROLOGY LAB NPL 4
15D	179.0	SE	515230 170970	TQ17SE89	1.7	METROLOGY LAB NPL TP 3
16D	179.0	SE	515230 170970	TQ17SE82	8.0	METROLOGY LAB NPL 3
17E	182.0	SE	515260 170990	TQ17SE81	10.45	METROLOGY LAB NPL 2
18E	182.0	SE	515260 170990	TQ17SE88	1.4	METROLOGY LAB NPL TP 2
19	191.0	S	515200 170940	TQ17SE85	8.0	METROLOGY LAB NPL 6
20F	204.0	SE	515230 170940	TQ17SE84	20.0	METROLOGY LAB NPL 5
21F	204.0	SE	515230 170940	TQ17SE91	1.5	METROLOGY LAB NPL TP 5
22	219.0	SE	515320 171010	TQ17SE72	9.45	NEW LABS NPL TEDDINGTON 3
23	222.0	S	515170 170900	TQ17SE86	15.0	METROLOGY LAB NPL 7
24	229.0	SE	515320 170990	TQ17SE73	12.0	NEW LABS NPL TEDDINGTON 4
25G	245.0	S	515220 170890	TQ17SE92	1.4	METROLOGY LAB NPL TP 8
26G	245.0	S	515220 170890	TQ17SE87	10.0	METROLOGY LAB NPL 8
27	248.0	S	515140 170870	TQ17SE97	10.0	NPL TEDDINGTON 2

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

#1: scans.bgs.ac.uk/sobi\_scans/boreholes/581504 #2: scans.bgs.ac.uk/sobi\_scans/boreholes/581500



#3: scans.bgs.ac.uk/sobi scans/boreholes/581501 #4A: scans.bgs.ac.uk/sobi\_scans/boreholes/581503 #5A: scans.bgs.ac.uk/sobi\_scans/boreholes/581502 #6: scans.bgs.ac.uk/sobi\_scans/boreholes/581499 #7: scans.bgs.ac.uk/sobi scans/boreholes/581498 #8: scans.bgs.ac.uk/sobi\_scans/boreholes/581517 #9: scans.bgs.ac.uk/sobi\_scans/boreholes/581508 #10B: scans.bgs.ac.uk/sobi\_scans/boreholes/581507 #11: scans.bgs.ac.uk/sobi\_scans/boreholes/581506 #12B: scans.bgs.ac.uk/sobi\_scans/boreholes/581505 #13C: scans.bgs.ac.uk/sobi\_scans/boreholes/581527 #14C: scans.bgs.ac.uk/sobi scans/boreholes/581520 #15D: scans.bgs.ac.uk/sobi\_scans/boreholes/581526 #16D: scans.bgs.ac.uk/sobi\_scans/boreholes/581519 #17E: scans.bgs.ac.uk/sobi scans/boreholes/581518 #18E: scans.bgs.ac.uk/sobi\_scans/boreholes/581525 #19: scans.bgs.ac.uk/sobi\_scans/boreholes/581522 #20F: scans.bgs.ac.uk/sobi\_scans/boreholes/581521 #21F: scans.bgs.ac.uk/sobi\_scans/boreholes/581528 #22: scans.bgs.ac.uk/sobi scans/boreholes/581509 #23: scans.bgs.ac.uk/sobi scans/boreholes/581523 #24: scans.bgs.ac.uk/sobi scans/boreholes/581510 #25G: scans.bgs.ac.uk/sobi scans/boreholes/581529 #26G: scans.bgs.ac.uk/sobi\_scans/boreholes/581524 #27: scans.bgs.ac.uk/sobi\_scans/boreholes/581534







# 6 Estimated Background Soil Chemistry

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

8

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

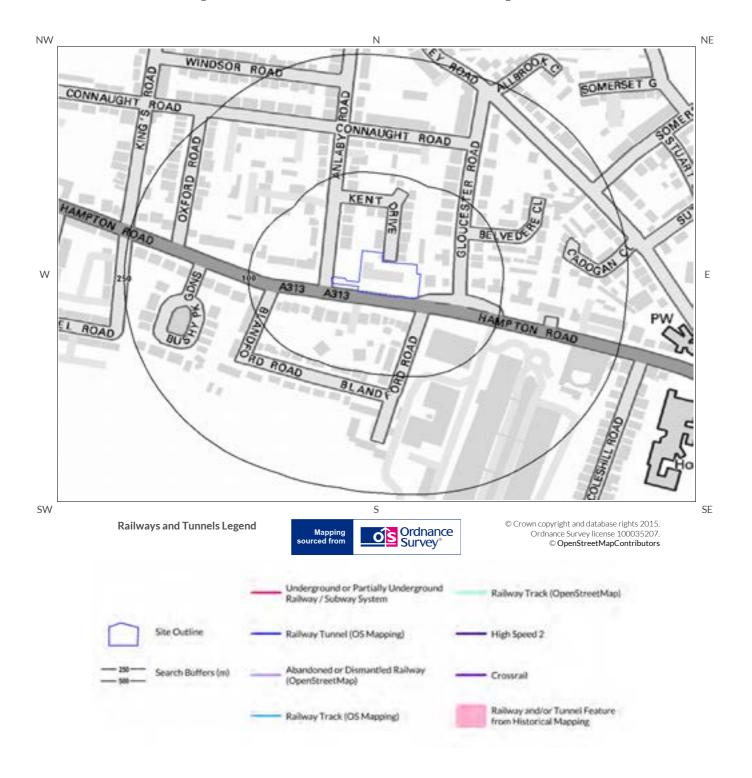
Distance (m)	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	London	No data	No data	No data	No data	No data
0.0	On Site	London	No data	No data	No data	No data	No data
26.0	W	London	No data	No data	No data	No data	No data
57.0	S	London	No data	No data	No data	No data	No data
118.0	S	London	No data	<1.8 mg/kg	No data	No data	200 - 300 mg/kg
118.0	S	London	No data	<1.8 mg/kg	No data	No data	200 - 300 mg/kg
126.0	S	London	No data	<1.8 mg/kg	No data	No data	200 - 300 mg/kg
138.0	SW	London	No data	<1.8 mg/kg	No data	No data	100 - 200 mg/kg

<sup>\*</sup>As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.





## 7 Railways and Tunnels Map







# 7 Railways and Tunnels

### 7.1 Tunnels

This data is derived from OpenStreetMap and provides information on the possible locations of underground railway systems in the UK - the London Underground, the Tyne & Wear Metro and the Glasgow Subway.

Have any underground railway lines been identified within the study site boundary?

Have any underground railway lines been identified within 250m of the study site boundary?

No No

Database searched and no data found.

Any records that have been identified are represented on the Railways and Tunnels Map.

This data is derived from Ordnance Survey mapping and provides information on the possible locations of railway tunnels forming part of the UK overground railway network.

Have any other railway tunnels been identified within the site boundary?

No

Have any other railway tunnels been identified within 250m of the site boundary?

No

Database searched and no data found.

Any records that have been identified are represented on the Railways and Tunnels Map.

## 7.2 Historical Railway and Tunnel Features

This data is derived from GroundSure's unique Historical Land-use Database and contains features relating to tunnels, railway tracks or associated works that have been identified from historical Ordnance Survey mapping.

Have any historical railway or tunnel features been identified within the study site boundary?

No

Have any historical railway or tunnel features been identified within 250m of the study site boundary?

No

Database searched and no data found.

Any records that have been identified are represented on the Railways and Tunnels Map.

## 7.3 Historical Railways

This data is derived from OpenStreetMap and provides information on the possible alignments of abandoned or dismantled railway lines in proximity to the study site.

Have any historical railway lines been identified within the study site boundary?

No

Have any historical railway lines been identified within 250m of the study site boundary?

No

Database searched and no data found.

Note: multiple sections of the same track may be listed in the detail above

Any records that have been identified are represented on the Railways and Tunnels Map.





## 7.4 Active Railways

These datasets are derived from Ordnance Survey mapping and OpenStreetMap and provide information on the possible locations of active railway lines in proximity to the study site.

Have any active railway lines been identified within the study site boundary?

No

Have any active railway lines been identified within 250m of the study site boundary?

No

Database searched and no data found.

Note: multiple sections of the same track may be listed in the detail above Any records that have been identified are represented on the Railways and Tunnels Map.

## 7.5 Railway Projects

These datasets provide information on the location of large scale railway projects High Speed 2 and Crossrail.

Is the study site within 5km of the route of the High Speed 2 rail project?

No

Is the study site within 500m of the route of the Crossrail rail project?

No

Further information on proximity to these routes, the project construction status and associated works can be obtained through the purchase of a **GroundSure HS2 and Crossrail Report**.

## **Contact Details**



**EmapSite** 

Telephone: 0118 9736883 sales@emapsite.com



British

#### **B**ritish Geological Survey Enquiries

Kingsley Dunham Centre Keyworth, Nottingham NG125GG 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 Fast Leake Loughborough Leicestershire LE12 6HX



Geological Survey

#### The Coal Authority

200 Lichfield Lane Mansfield Notts NG18 4RG Tel: 0345 7626 848 DX 716176 Mansfield 5 www.coal.gov.uk



#### **Public Health England**

Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG

https://www.gov.uk/government/organisations/public-health-england Email: enquiries@phe.gov.uk

Main switchboard: 020 7654 8000



#### Johnson Poole & Bloomer Limited

Harris and Pearson Building, Brettel Lane Brierley Hill, West Midlands DY5 3I H Tel: +44 (0) 1384 262 000 Email:enquiries.gs@jpb.co.uk Website: www.jpb.co.uk



#### **Ordnance Survey**

Adanac Drive, Southampton SO160AS

Tel: 08456 050505

Website: http://www.ordnancesurvey.co.uk/





#### **Getmapping PLC**

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

Website:http://www1.getmapping.com/



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Caversham Bridge House Waterman Place Reading Berkshire RG18DN Tel: +44 (0)118 950 0761 E-mail:reading@pba.co.uk Website:http://www.peterbrett.com/home



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#### Standard Terms and Conditions

#### 1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

- (i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and
- (ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 $2.1\,Ground Sure\,agrees\,to\,provide\,the\,Services\,in\,accordance\,with\,the\,Contract.$ 

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

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

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

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

2.6 GroundSure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by GroundSure. GroundSure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by GroundSure. GroundSure's acceptance of an Order

shall be binding only when made in writing and signed by GroundSure's authorised representative or when accepted through the Order Website.

#### 3 The Client's obligations

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

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

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

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

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

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

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

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

#### 4 Reliance

4.1The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(i) the Beneficiary,

(ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),  $\frac{1}{2} \sum_{i=1}^{n} \frac{1}{2} \sum_{i=1}^{n} \frac{1}{$ 

(iv) the first purchaser or first tenant of the Site, and

 $\mbox{(v)}$  the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

### 5 Fees and Disbursements

5.1GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

#### 6 Intellectual Property and Confidentiality

6.1 Subject to

full payment of all relevant Fees and

(ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

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

- $6.4\ {\rm The}\ {\rm Client}\ {\rm shall},$  and shall procure that any recipients of the GroundSure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

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

#### 8 GroundSure's right to suspend or terminate

- 8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:
  - (i) the Client fails to pay any sum due to GroundSure within 30

days of the Payment Date; or

- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

#### 9. Client's Right to Terminate and Suspend

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

#### 10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

- (i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and
- (ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract.

#### 11 Anti-Bribery

11.1 The Client warrants that it shall:

- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010:
- (ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.
- 11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

#### 12 General

- 12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.
- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.
- 12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.
- 12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.
- 12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
  - (ii) fire, storm, flood, tempest or epidemic;
  - (iii) Acts of God or the public enemy;
  - (iv) riot, civil commotion or war;
  - (v) strikes, labour disputes or industrial action;
  - (vi) acts or regulations of any governmental or other agency;(vii) suspension or delay of services at public registries by Thir
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
  - (viii) changes in law; or
- (ix) any other reason beyond GroundSure's reasonable control. In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.
- 12.8 Any notice provided shall be in writing and shall be deemed to be properly

given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law

#### © GroundSure Limited June 2013



# GroundSure **Envirolnsight**

Address:

Date: 9 Mar 2015

Reference: EMS-292345\_395562

Client: EmapSite

NW NE



Aerial Photograph Capture date:

20-Apr-2013 515091,171144

Grid Reference: Site Size:

0.35ha

SE

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# **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.

Section 1: Environmental Permits, Incidents and Registers	On-sit	e	0-50m	51-25	0 2	51-500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
1.1.1 Records of historic IPC Authorisations	0		0	0		0
1.1.2 Records of Part A(1) and IPPC Authorised Activities	0		0	0		0
1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0		0	0		0
1.1.4 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0		0	0		0
1.1.5 Records of List 1 Dangerous Substances Inventory sites	0		0	0		0
1.1.6 Records of List 2 Dangerous Substances Inventory sites	0		0	0		0
1.1.7 Records of Part A(2) and Part B Activities and Enforcements	0		0	0		2
1.1.8 Records of Category 3 or 4 Radioactive Substances Authorisations	0		0	0		0
1.1.9 Records of Licensed Discharge Consents	0		0	0		0
1.1.10 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						
1.3.1 National Incidents Recording System, List 2	0		0	0		0
1.3.2 National Incidents Recording System, List 1	0		0	0		0
1.4 Sites Determined as Contaminated Land under Part 2A EPA 1990	0		0	0		0
Section 2: Landfill and Other Waste Sites	On-site	0-50m	51-250	251-500	501-1000	1000- 5000
2.1 Landfill Sites						
2.1.1 Environment Agency Registered Landfill Sites	0	0	0	0	0	Not searched
2.1.2 Environment Agency Historic Landfill Sites	0	0	0	0	0	0
2.1.3 BGS/DoE Landfill Site Survey	0	0	0	0	0	0
2.1.4 GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
2.2.1 Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	2	Not searched	Not searched
2.2.2 Environment Agency Licensed Waste Sites	0	0	0	0	0	0

Section 3: Current Land Use	On-site	0-50m	51-250	251-500
3.1 Current Industrial Sites Data	1	0	7	Not searched
3.2 Records of Petrol and Fuel Sites	0	0	0	1
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0

Section 4: Geology	
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site?	Yes
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.	

Section 5: Hydrogeology and Hydrology			0-5	00m		
5.1 Are there any records of Strata Classification in the Superficial Geology within 500m of the study site?			Υ	es		
5.2 Are there any records of Strata Classification in the Bedrock Geology within 500m of the study site?			Y	es		
	On-site	0-50m	51-250	251-500	501-1000	1000- 2000
5.3 Groundwater Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	7
5.4 Surface Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	0
5.5 Potable Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	0
5.6 Source Protection Zones (within 500m of the study site)	0	0	0	0	Not searched	Not searched
5.7 Source Protection Zones within Confined Aquifer	0	0	0	0	Not searched	Not searched
5.8 Groundwater Vulnerability and Soil Leaching Potential (within 500m of the study site)	1	0	0	1	Not searched	Not searched
	On-site	0-50m	51-250	251-500	501-1000	1000- 1500
5.9 Is there any Environment Agency information on river quality within 1500m of the study site?	No	No	No	No	No	Yes
5.10 Detailed River Network entries within 500m of the site	0	0	0	0	Not searched	Not searched
5.11 Surface water features within 250m of the study site	No	No	No	Not searched	Not searched	Not searched

Section 6: Flooding	
6.1 Are there any Environment Agency Zone 2 floodplains within 250m of the study site?	No
6.2 Are there any Environment Agency Zone 3 floodplains within 250m of the study site?	No
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?	Potential at Surface
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Moderate

Section 7: Designated Environmentally Sensitive Sites	On-site	0-50m	51-250	251-500	501-1000	1000- 2000
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	1	0	1	1
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0
7.3 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
7.4 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
7.5 Records of Ramsar sites	0	0	0	0	0	0
7.6 Records of Ancient Woodlands	0	0	0	0	0	0
7.7 Records of Local Nature Reserves (LNR)	0	0	0	0	0	2
7.8 Records of World Heritage Sites	0	0	0	0	0	0
7.9 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
7.10 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
7.11 Records of National Parks	0	0	0	0	0	0
7.12 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
7.13 Records of Nitrate Vulnerable Zones	0	0	0	0	0	2
7.14 Records of Green Belt Data	0	0	0	0	0	0

## Section 8: Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?	Moderate
8.1.1 What is the maximum Shrink-Swell hazard rating identified on the study site?	Moderate
8.1.2 What is the maximum Landslides hazard rating identified on the study site?	Very Low
8.1.3 What is the maximum Soluble Rocks hazard rating identified on the study site?	Negligible
8.1.4 What is the maximum Compressible Ground hazard rating identified on the study site?	Negligible
8.1.5 What is the maximum Collapsible Rocks hazard rating identified on the study site?	Very Low
8.1.6 What is the maximum Running Sand hazard rating identified on the study site?	Very Low
Section 9: Mining	

9.1 Are there any coal mining areas within 75m of the study site?	No
7.1 Are there any coarmining areas within 75m or the study site:	110

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 and Scheduled Ancient Woodland. These searches are conducted using radii of up to 2000m.

### 8. Natural Hazards

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

## 9. Mining

Provides information on areas of coal and shallow mining.

#### 10. Contacts

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

#### **Note: Maps**

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -ld: 1, ld: 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.

## emapsite<sup>™</sup>



# 1. Environmental Permits, Incidents and Registers Map









# 1. Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the fo information:	llowing
1.1.1 Records of historic IPC Authorisations within 500m of the study site:	0
Database searched and no data found.	
1.1.2 Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	0
Database searched and no data found.	
1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 50 the study site:	Om of
Database searched and no data found.	O
1.1.4 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) withi 500m of the study site:	in O
Database searched and no data found.	
1.1.5 Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:	0
Database searched and no data found.	





	1.1.6 Records of	f List 2 Dan	gerous Substa	nce Inventory Sites within 500m of the	e study site:	0
			Data	abase searched and no data found.		O
	1.1.7 Records of	f Part A(2) a	and Part B Act	ivities and Enforcements within 500m	of the study site:	2
	The following Pand Registers M		d Part B Activi	ties are represented as points on the E	Invironmental Permits, Incid	
ID	Distance	Direction	NGR	D	etails	
1	423.0	NE	515451 171435	Address: Bollingmores, Elmtree Rd, TW11 8ST Process: Waste Oil Burning Process Status: Historical Permit Permit Type: Part B	Enforcement: No Enforcement Date of Enforcement: No Enfo Notified Comment: No Enforcements N	rcements
2	432.0	E	515537 170973	Address: Mr Dryclean, 2 Broad Street, Teddington, TW11 8RF Process: Dry Cleaners Status: Revoked Permit Type: Part B	Enforcement: No Enforcement Date of Enforcement: No Enfo Notified Comment: No Enforcements N	rcements
	1.1.8 Records of	f Category	3 or 4 Radioac	tive Substances Authorisations:		0
			Data	abase searched and no data found.		
	1.1.9 Records of	f Licensed [	Discharge Con	sents within 500m of the study site:		0
			Data	abase searched and no data found.		
	1.1.10 Records	of Planning	Hazardous Su	bstance Consents and Enforcements v	within 500m of the study sit	te: O

Database searched and no data found.



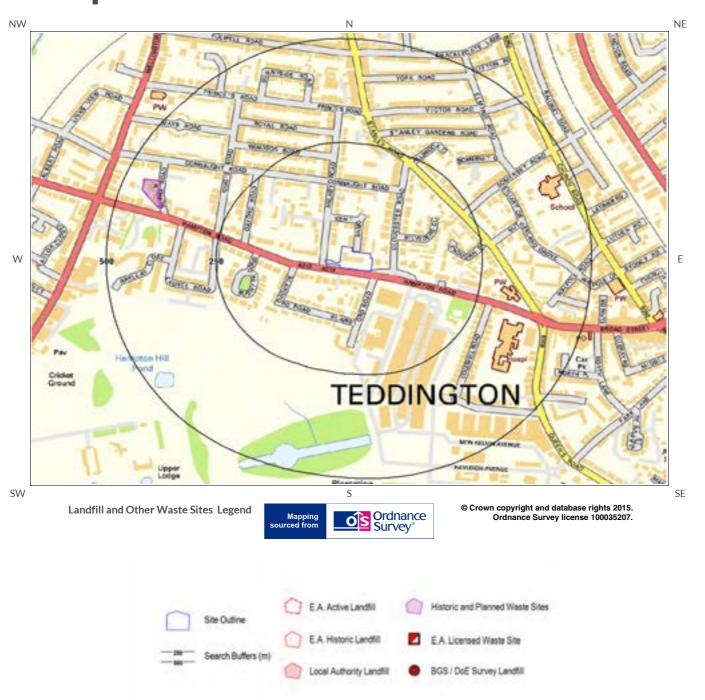


## 1.2 Dangerous or Hazardous Sites Records of COMAH & NIHHS sites within 500m of the study site: 0 Database searched and no data found. 1.3 Environment Agency Recorded Pollution Incidents 1.3.1 Records of National Incidents Recording System, List 2 within 500m of the study site: 0 Database searched and no data found. 1.3.2 Records of National Incidents Recording System, List 1 within 500m of the study site: 0 Database searched and no data found. 1.4 Sites Determined as Contaminated Land under Part 2A EPA 1990 How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site? 0 Database searched and no data found.





# 2. Landfill and Other Waste Sites Map









# 2. Landfill and Other Waste Sites

2.1 Landfill Sites	
2.1.1 Records from Environment Agency landfill data within 1000m of the study site:	
Database searched and no data found.	0
2.1.2 Records of Environment Agency historic landfill sites within 1500m of the study site:	
Database searched and no data found.	0
2.1.3 Records of BGS/DoE non-operational landfill sites within 1500m of the study site:	
Database searched and no data found.	0
2.1.4 Records of Local Authority landfill sites within 1500m of the study site:	
Database searched and no data found.	0
2.2 Other Waste Sites	
2.2.1 Records of waste treatment, transfer or disposal sites within 500m of the study site:	2

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

ID	Distance (m)	Direction	NGR			Details	
1A	394.0	W	514630 171304	Type of Site: Scrap Yard Site Address: N/A	Planning Application Reference: N/A Date: 1995	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon	





ID	Distance (m)	Direction	NGR			Details
2A	394.0	W	514630 171304	Type of Site: Scrap Yard Site Address: N/A	Planning Application Reference: N/A Date: 1994	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon

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

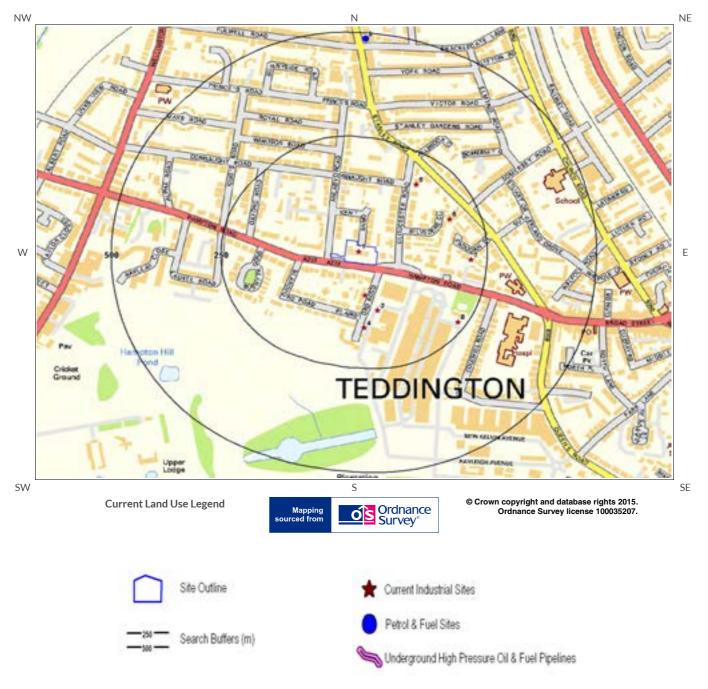
0

Database searched and no data found.

# emapsite™



# 3. Current Land Use Map









# 3. Current Land Uses

# 3.1 Current Industrial Data

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

8

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

ID	Distance (m)	Direction	Company	NGR	Address	Activity	Category
1	0.0	On Site	Haymarket Media Group	515089 171149	38-42, Hampton Road, Teddington, TW11 0JE	Published Goods	Industrial Products
2	74.0	S	Electricity Sub Station	515104 171045	TW11	Electrical Features	Infrastructure and Facilities
3	110.0	S	Electricity Sub Station	515133 171008	TW11	Electrical Features	Infrastructure and Facilities
4	153.0	S	Electricity Sub Station	515102 170966	TW11	Electrical Features	Infrastructure and Facilities
5	177.0	NE	Apropa Machinery Ltd	515220 171311	5, Gloucester Road, Teddington, TW11 0NS	General Purpose Machinery	Industrial Products
6	181.0	Е	Mineral Imports	515296 171228	31, Stanley Road, Teddington, TW11 8TP	Sand, Gravel and Clay Extraction and Merchants	Extractive Industries
7	213.0	Е	Electricity Sub Station	515345 171130	TW11	Electrical Features	Infrastructure and Facilities
8	232.0	SE	Electricity Sub Station	515316 170980	TW11	Electrical Features	Infrastructure and Facilities

# 3.2 Petrol and Fuel Sites

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

1

The following petrol or fuel site records provided by Catalist are represented as points on the Current Land Use map:

ID	Distance (m)	Direction	NGR	Company	Address	LPG	Status
9	486.0	N	515106 171662	Texaco	Somerfield Teddington, 206-208, Stanley Road, Stanley Road, Shacklegate Lane, Teddington, Middlesex, TW11 8UB	Not Applicable	Obsolete





# 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

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

Lex Code	Description	Rock Type
WGR-OPEN	WORKED GROUND (UNDIVIDED)	VOID

# 4.2 Superficial Ground and Drift Geology

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

Lex Code	Description	Rock Type
KPGR-SAGR	KEMPTON PARK GRAVEL FORMATION	SAND AND GRAVEL
TPGR-SAGR	TAPLOW GRAVEL FORMATION	SAND AND GRAVEL

# 4.3 Bedrock and Solid Geology

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

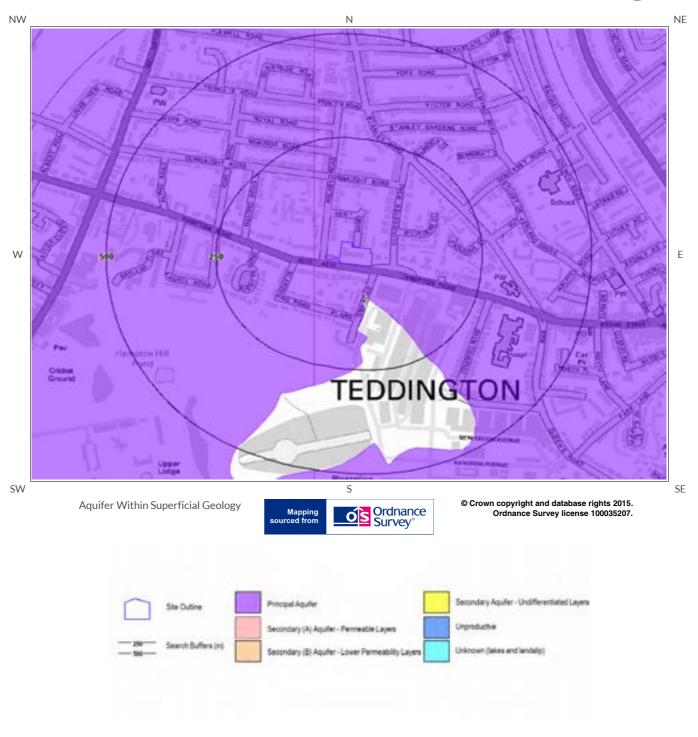
Lex Code	Description	Rock Type
LC-CLSI	LONDON CLAY FORMATION	CLAY AND SILT

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





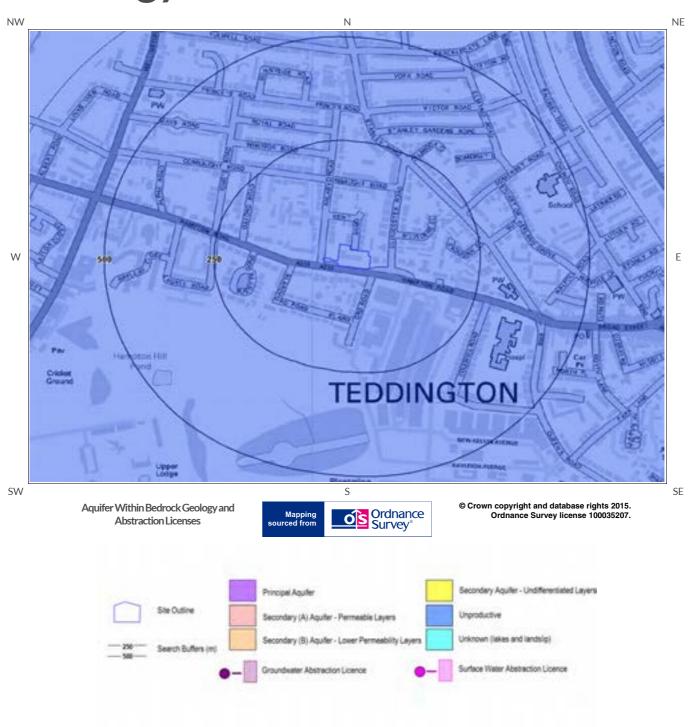
# 5. Hydrogeology and Hydrology5a. Aquifer Within Superficial Geology







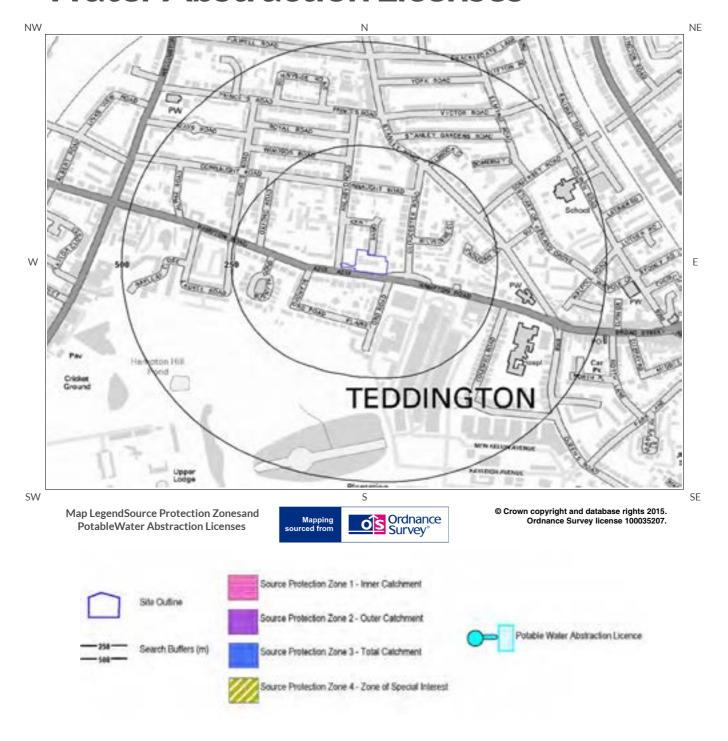
# 5b. Aquifer Within Bedrock Geology and Abstraction Licenses







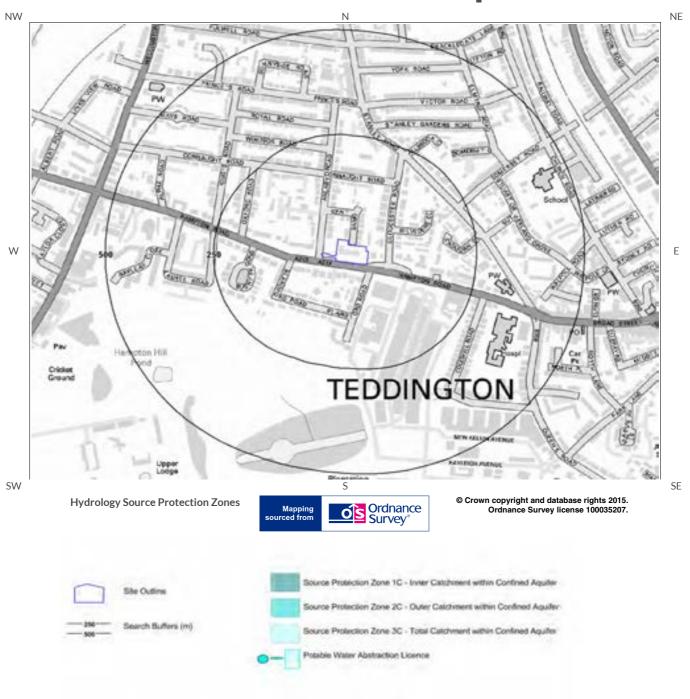
# 5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses







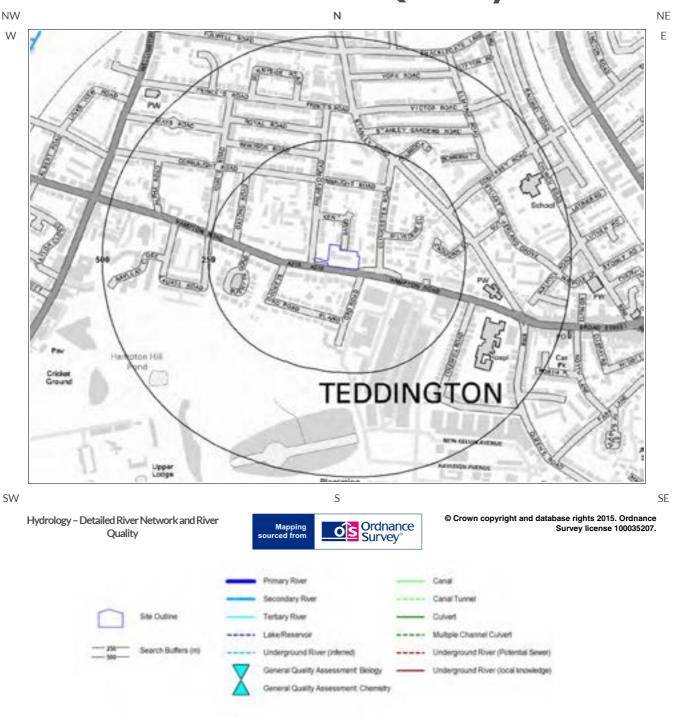
# 5d. Hydrology Source Protection Zones within confined aquifer







# 5 e. Hydrology – Detailed River Network and River Quality









# 5.1 Aquifer within Superficial Deposits

Are there records of strata classification 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	Principal	Geology of high intergranular and/or fracture permeability, usually providing a high level of water storage and may support water supply/river base flow on a strategic scale. Generally principal aquifers were previously major aquifers
2	26.0	W	Principal	Geology of high intergranular and/or fracture permeability, usually providing a high level of water storage and may support water supply/river base flow on a strategic scale. Generally principal aquifers were previously major aquifers

# 5.2 Aguifer within Bedrock Deposits

Are there records of strata classification 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	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
_	2	26.0	W	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow





# 5.3 Groundwater Abstraction Licences

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

Yes

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

ID	Distance (m)	Direction	ection NGR Details				
Not shown	1250.0	SW	SW 514300 170120	Licence No: 28/39/31/0172 Details: General Use Relating To Secondary Category (Medium Loss) Direct Source: Thames Groundwater Point: Hampton Pool Borehole Data Type: Point	Annual Volume (m³): 15000 Max Daily Volume (m³): 200 Original Application No: WRA/6220 Original Start Date: 2/4/1997 Expiry Date: - Issue No: 100 Version Start Date: 2/4/1997 Version End Date:		
Not shown	1550.0	E	516680 171240	Licence No: 28/39/34/0010 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Borehole 'a' At Lensbury Club, Teddington Data Type: Point	Annual Volume (m³): 3000 Max Daily Volume (m³): 45.45 Original Application No: - Original Start Date: 22/12/2000 Expiry Date: - Issue No: 1 Version Start Date: 1/4/2008 Version End Date:		
Not shown	1550.0	E	516680 171240	Licence No: 28/39/34/0010 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Borehole 'a' At Lensbury Club, Teddington Data Type: Point	Annual Volume (m³): 3000 Max Daily Volume (m³): 45.45 Original Application No: - Original Start Date: 22/12/2000 Expiry Date: - Issue No: 1 Version Start Date: 1/4/2008 Version End Date:		
Not shown	1623.0	W	513405 171067	Licence No: TH/039/0031/013 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Well At Hampton, Middlesex Data Type: Point	Annual Volume (m³): 19500 Max Daily Volume (m³): 100 Original Application No: NPS/WR/010111 Original Start Date: 4/9/2013 Expiry Date: 31/3/2019 Issue No: 1 Version Start Date: 4/9/2013 Version End Date:		
Not shown	1890.0	E	517020 171260	Licence No: 28/39/34/0007 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Borehole 'b' At Lensbury Club, Teddington Data Type: Point	Annual Volume (m³): - Max Daily Volume (m³): - Original Application No: - Original Start Date: 28/11/1986 Expiry Date: - Issue No: 101 Version Start Date: 22/12/2000 Version End Date:		
Not shown	1890.0	E	517020 171260	Licence No: 28/39/34/0007 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Borehole 'b' At Lensbury Club, Teddington Data Type: Point	Annual Volume (m³): 7000 Max Daily Volume (m³): 100 Original Application No: - Original Start Date: 28/11/1986 Expiry Date: - Issue No: 102 Version Start Date: 23/11/2001 Version End Date:		
Not shown	1894.0	E	517024 171257	Licence No: 28/39/34/0007 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Borehole At Lensbury Club, Teddington Data Type: Point	Annual Volume (m³): 6000 Max Daily Volume (m³): 100 Original Application No: NPS/WR/009225 Original Start Date: 28/11/1986 Expiry Date: - Issue No: 103 Version Start Date: 1/4/2013 Version End Date:		





5.4 Surface Water Abstraction Licences	
Are there any Surface Water Abstraction Licences within 2000m of the study site?	۷c
Database searched and no data found.	
5.5 Potable Water Abstraction Licences	
Are there any Potable Water Abstraction Licences within 2000m of the study site?	۷c
Database searched and no data found.	
5.6 Source Protection Zones	
Are there any Source Protection Zones within 500m of the study site?	۷c
Database searched and no data found.	
5.7 Source Protection Zones within Confined Aquifer	
Are there any Source Protection Zones within the Confined Aquifer within 500m of the study site?	do.
Historically, Source Protection Zone maps have been focused on regulation of activities which occur at or next the ground surface, such as prevention of point source pollution and bacterial contamination of water supplies Sources in confined aquifers were often considered to be protected from these surface pressures due to the presence of a low permeability confining layer (e.g. glacial till, clay). The increased interest in subsurface activities such as onshore oil and gas exploration, ground source heating and cooling requires protection zone for confined sources to be marked on SPZ maps where this has not already been done.	es. ne ce
Database searched and no data found.	





# 5.8 Groundwater Vulnerability and Soil Leaching Potential

Is there any Environment Agency information on groundwater vulnerability and soil leaching potential within 500m of the study site?

Distance (m)	Direction	Classification	Soil Vulnerability Category	Description	
0	On Site	Major Aquifer/High Leaching Potential	HU	Soil information for urban areas and restored mineral workings. These soils are therefore assumed to be highly permeable in the absence of site-specific information.	
291	SW	Major Aquifer/High Leaching Potential	H1	Soils which readily transmit liquid discharges because they are shallow or susceptible to rapid flow directly to rock, gravel or groundwater.	

# 5.9 River Quality

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

Yes

# 5.9.1 Biological Quality:

Database searched and no data found.

# 5.9.2 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):

					Chemical Quality Grade				
ID	Distance (m)	Direction	NGR	River Quality Grade	2005	2006	2007	2008	2009
Not shown	1005.0	SW	514220 170540	River Name: Longford River Reach: Source - Thames End/Start of Stretch: Sample Point NGR	А	А	А	А	А





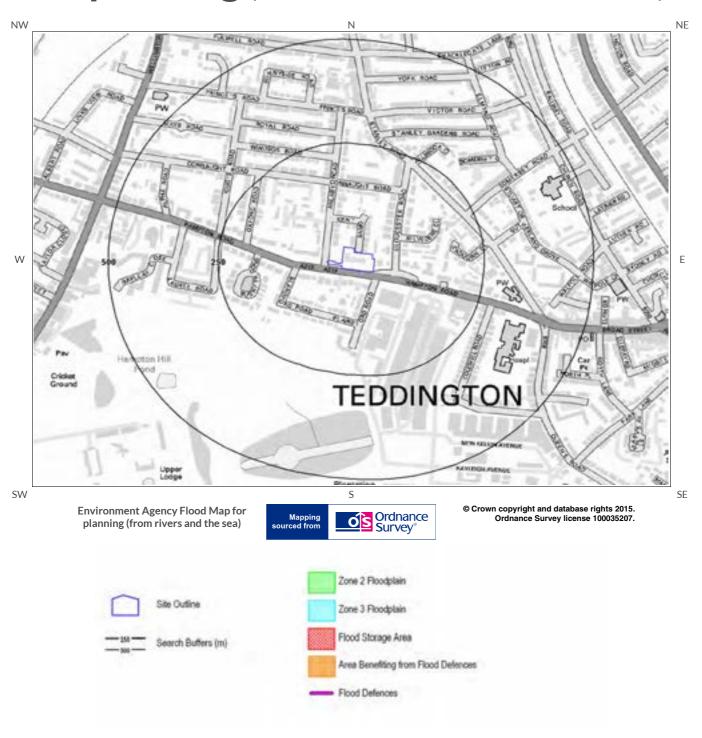
# 5.10 Detailed River Network

Are there any Detailed River Network entries within 500m of the study site?		
Database searched and no data found.		
5.11 Surface Water Features		
Are there any surface water features within 250m of the study site?	No	
Database searched and no data found.		





# 6. Environment Agency Flood Map for planning (from rivers and the sea)









# 6.1 Zone 2 Flooding

Environment Agency Zone 2 floodplains estimate the annual probability of flooding as between 1 in 1000 (0.1%) and 1 in 100 (1%) from rivers and between 1 in 1000 (0.1%) and 1 in 200 (0.5%) from the sea. Any relevant data is represented on Map 1 – Environment Agency Flood Map for Planning:

Is the site within 250m of an Environment Agency Zone 2 floodplain?		
Database searched and no data found.		
6.2 Zone 3 Flooding		
Zone 3 shows the extent of a river flood with a 1 in 100 (1%) or greater chance of occurring in any year or a solution flood with a 1 in 200 (0.5%) or greater chance of occurring in any year. Any relevant data is represented on Management Agency Flood Map for Planning.		
Is the site within 250m of an Environment Agency Zone 3 floodplain?	No	
Database searched and no data found.		
6.3 Flood Defences		
Are there any Flood Defences within 250m of the study site?	No	
Database searched and no data found.		
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 benefiting from Flood Storage		
Are there any areas used for Flood Storage within 250m of the study site?	No	





# 6.6 Groundwater Flooding Susceptibility Areas

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

Yes

Does this relate to Clearwater Flooding or Superficial Deposits Flooding?

Superficial Deposits Flooding

Notes: Groundwater flooding may either be associated with shallow unconsolidated sedimentary aquifers which overlie unproductive aquifers (Superficial Deposits Flooding), or with unconfined aquifers (Clearwater Flooding).

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

Potential at Surface

Where potential for groundwater flooding to occur at surface is indicated, this means that given the geological conditions in the area groundwater flooding hazard should be considered in all land-use planning decisions. It is recommended that other relevant information e.g. records of previous incidence of groundwater flooding, rainfall, property type, and land drainage information be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

# 6.7 Groundwater Flooding Confidence Areas

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

Moderate

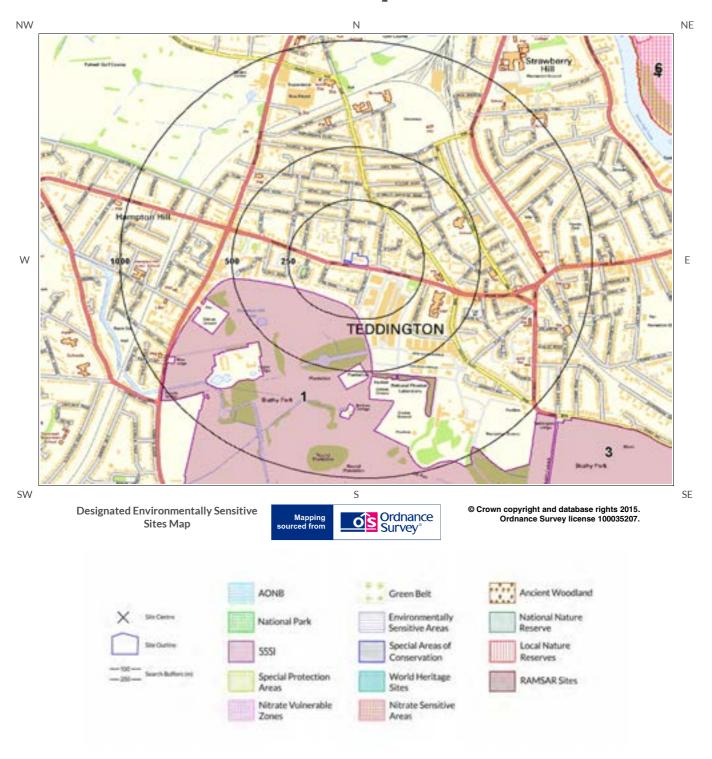
Notes: Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

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







Yes



ID

# 7. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 2000m of the study site?

7.1 Records	s of Sites of S	Special Scientific Interest (SSSI) within 2000m of the study site:	
			3
	_	pecial Scientific Interest (SSSI) records provided by Natural England/Natu as polygons on the Designated Environmentally Sensitive Sites Map:	ral Resources
Distance (m)	Direction	SSSI Name	Data Source
185.0	S	Bushy Park and Home Park	Natural England
530.0	S	Bushy Park and Home Park	Natural England
1125.0	SE	Bushy Park and Home Park	Natural England
7.2 Records	s of National	Nature Reserves (NNR) within 2000m of the study site:  Database searched and no data found.	0
7.3 Records	s of Special A	areas of Conservation (SAC) within 2000m of the study site:	0
_		Database searched and no data found.	
7.4 Records	s of Special P	Protection Areas (SPA) within 2000m of the study site:	0
_		Database searched and no data found.	
7.5 Records	s of Ramsar s	sites within 2000m of the study site:	0
		Database searched and no data found.	



ID



7.6 Records	of Ancient Woodlar	nd within 2000m of the study site:		
				0
		Database searched and no data found.		
7.7 Records	of Local Nature Res	serves (LNR) within 2000m of the study site:		
				2
		serve (LNR) records provided by Natural England/N Designated Environmentally Sensitive Sites Map:	latural Resources Wales ar	re
Distance (m)	Direction	LNR Name	Data Source	
4 1425.0	NE	Ham Lands	Natural England	
lot own 1618.0	NE	Ham Lands	Natural England	
7.8 Records	of World Heritage S	Sites within 2000m of the study site:		
				0
		Database searched and no data found.		
7 9 Records	of Environmentally	Sensitive Areas within 2000m of the study site:		
7.7 Records	of Environmentally	Schistive Areas within 2000mor the study site.		0
				O
		Database searched and no data found.		
7.10 Records	s of Areas of Outsta	anding Natural Beauty (AONB) within 2000m of the	study site:	
				0
		Database searched and no data found.		
		Butabase searched and no data round.		
7.11 Records	s of National Parks	(NP) within 2000m of the study site:		
		· · · · · · · · · · · · · · · · · · ·		0
		Database searched and no data found.		





7.12 Records of Nitrate Sensitive Areas within 2000in of the study site.	
	C

Database searched and no data found.

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

7.12 December of Nitrata Consisting American their 2000ms of the attack with

2

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

ID	Distance (m)	Direction	NVZ Name	Data Source
6	1439.0	NE	Existing	DEFRA
Not shown	1984.0	S	Existing	DEFRA

7.14 Records of Green Belt land within 2000m of the study site:

0

Database searched and no data found.







# 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?

Moderate

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

# Hazard

Ground conditions predominantly high plasticity. Do not plant or remove trees or shrubs near to buildings without expert advice about their effect and management. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a probable increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a probable increase in insurance risk during droughts or where vegetation with high moisture demands is present.

# 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.

<sup>\*</sup> This indicates an automatically generated 50m buffer and site.





# 8.1.3 Soluble Rocks

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

Negligible

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

## Hazard

Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. 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?

Negligible

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

## Hazard

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.

# 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.





# 8.1.6 Running Sand

What is the maximum Running Sand\*\* 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

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.

<sup>\*</sup> This indicates an automatically generated 50m buffer and site.







# 9. Mining

# 9.1 Coal Mining

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

No

Database searched and no data found.

# 9.2 Shallow Mining

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

Negligible

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

# 9.3 Brine Affected Areas

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

No

Guidance: No Guidance Required.

# emapsite™



# **Contact Details**

EmapSite
Telephone: 0118 9736883
sales@emapsite.com



**British Geological Survey Enquiries** 

Kingsley Dunham Centre Keyworth, Nottingham NG 12 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



Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG

https://www.gov.uk/government/organisations/public-healthengland

Email:enquiries@phe.gov.uk Main switchboard: 020 7654 8000

The Coal Authority

200 Lichfield Lane Mansfield Notts NG18 4RG Tel: 0345 7626 848 DX 716176 Mansfield 5 www.coal.gov.uk

Ordnance Survey

Adanac Drive, Southampton SO16 0AS Tel: 08456 050505

Local Authority
Authority: London Borough of Richmond upon Thames
Phone: 08456 122 660
Web: http://www.richmond.gov.uk/
Address: Civic Centre, 44 York Street, Twickenham, Middlesex, TW1 3BZ

**Gemapping PLC** 

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













Acknowledgements: Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, Natural England who retain the Copyright and Intellectual Property Rights for the data. PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

# **Standard Terms and Conditions**

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In these terms and conditions unless the context otherwise requires:

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

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

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

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

- (i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and
- (ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

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

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

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

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

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

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

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

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

 $\hbox{\tt "Site"}$  means the area of land in respect of which the Client has requested GroundSure to provide the Services.

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

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

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

- 2.1 GroundSure agrees to provide the Services in accordance with the Contract.
- 2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services
- 2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.
- 2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions

implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

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

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

# 3 The Client's obligations

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

- (i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and
- (ii) be liable to GroundSure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.
- 3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.
- 3.3 The Client shall supply to GroundSure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as GroundSure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.
- 3.4 Where the Client's approval or decision is required to enable GroundSure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

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

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

# 4 Reliance

4.1The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(i) the Beneficiary,

(ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),

(iv) the first purchaser or first tenant of the Site, and

 $\mbox{(v)}$  the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

# **5 Fees and Disbursements**

5.1GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

- 5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.
- 5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

# 6 Intellectual Property and Confidentiality

# 6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.
- 6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.
- 6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- $6.4\ \mbox{The Client shall,}$  and shall procure that any recipients of the GroundSure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services:
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

- 7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:
  - (i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors:
  - (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death

or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 GroundSure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- $\mbox{(xiii)} \mbox{loss or damage to a computer, software, modem, telephone or other property; and }$
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

# 8 GroundSure's right to suspend or terminate

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

# 9. Client's Right to Terminate and Suspend

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

# 10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in

GroundSure's possession or control; and

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract.

# 11 Anti-Bribery

11.1 The Client warrants that it shall:

- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010:
- (ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.
- 11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

### 12 General

- 12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.
- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.
- 12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.
- 12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.
- 12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.
- 12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999
- 12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information:
  - (ii) fire, storm, flood, tempest or epidemic;
  - (iii) Acts of God or the public enemy;
  - (iv) riot, civil commotion or war;
  - (v) strikes, labour disputes or industrial action;
  - (vi) acts or regulations of any governmental or other agency;
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
  - (viii) changes in law; or
  - (ix) any other reason beyond GroundSure's reasonable control.

In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.

- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English

law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

- 12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.
- 12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law. © GroundSure Limited June 2013

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