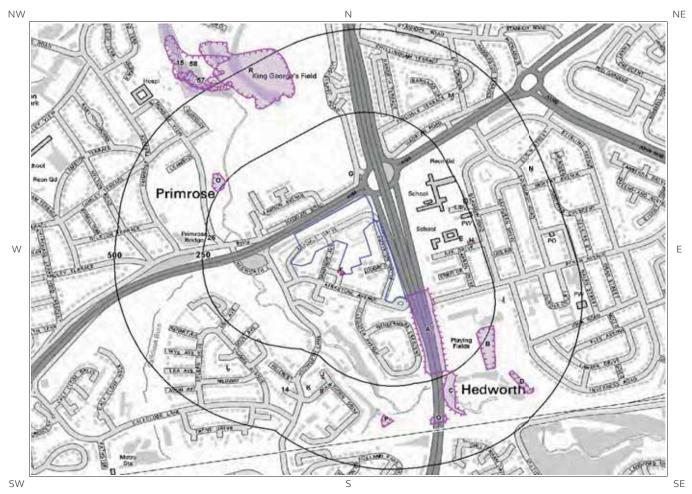
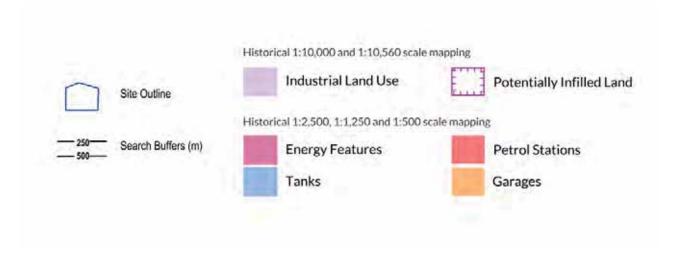


1. Historical Land Use



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1. Historical Industrial Sites

1.1 Potentially Contaminative Uses identified from 1:10,000 scale Mapping

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

Records of sites with a potentially contaminative past land use within 500m of the search boundary: 15

ID	Distance [m]	Direction	Use	Date
1A	4	E	Cuttings	1992
2A	4	E	Cuttings	1973
3B	221	SE	Unspecified Heap	1973
4B	221	SE	Unspecified Heap	1992
50	243	NW	Refuse Heap	1973
6C	246	SE	Unspecified Ground Workings	1973
7C	246	SE	Unspecified Ground Workings	1992
8	327	SW	Unspecified Tank	1856
9P	337	S	Unspecified Pit	1992
10Q	359	S	Cuttings	1992
11R	361	NW	Refuse Heap	1973
12D	363	SE	Unspecified Ground Workings	1973
13D	363	SE	Unspecified Ground Workings	1992
14	373	S	Smithy	1856
15	499	NW	Rifle Range	1895

1.2 Additional Information - Historical Tank Database

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

Records of historical tanks within 500m of the search boundary:

IDDistance (m)DirectionUseDate16E196EUnspecified Tank196617E196EUnspecified Tank1969

Report Reference: GS-2616523 Client Reference: 7194D7142AIL

12

2



1.3 Additional Information - Historical Energy Features Database

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

Records of historical energy features within 500m of the search boundary:

27

ID	Distance (m)	Direction	Use	Date
18F	0	On Site	Electricity Substation	1993
19F	0	On Site	Electricity Substation	1968
20F	0	On Site	Electricity Substation	1969
21G	69	NW	Electricity Substation	1993
22G	70	NW	Electricity Substation	1982
23H	215	Е	Electricity Substation	1985
24H	215	Е	Electricity Substation	1993
25H	216	Е	Electricity Substation	1982
26	231	W	Gas Governor	1994
271	269	Е	Electricity Substation	1985
281	270	E	Electricity Substation	1993
29J	287	SW	Electricity Substation	1989
30J	287	SW	Electricity Substation	1993
31J	287	SW	Electricity Substation	1969
32K	343	SW	Electricity Substation	1956
33K	344	SW	Electricity Substation	1956
34L	359	SW	Electricity Substation	1969
35L	359	SW	Electricity Substation	1981
36L	359	SW	Electricity Substation	1988
37L	359	SW	Electricity Substation	1988
38L	360	SW	Electricity Substation	1993
39M	375	NE	Electricity Substation	1969
40M	375	NE	Electricity Substation	1993
41M	375	NE	Electricity Substation	1968
42M	382	NE	Electricity Substation	1982
43N	458	E	Electricity Substation	1993
44N	459	Е	Electricity Substation	1982
			· · · · · · · · · · · · · · · · · · ·	

1.4 Additional Information - Historical Petrol and Fuel Site Database

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

Records of historical petrol stations and fuel sites within 500m of the search boundary:

0

Database searched and no data found.



1.5 Additional Information - Historical Garage and Motor Vehicle Repair Database

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

Records of historical garage and motor vehicle repair sites within 500m of the search boundary:

0

Database searched and no data found.

1.6 Potentially Infilled Land

Records of Potentially Infilled Features from 1:10,000 scale mapping within 500m of the study site:

14

The following Historical Potentially Infilled Features derived from the Historical Mapping information is provided by Groundsure:

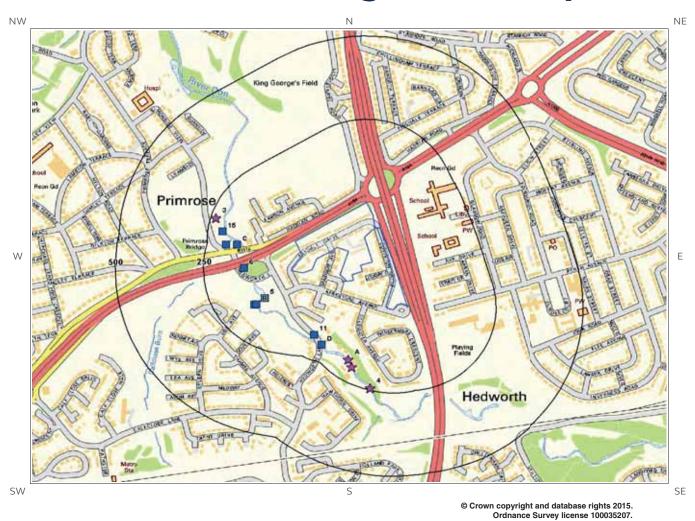
ID	Distance(m)	Direction	Use	Date
45A	4	Е	Cuttings	1992
46A	4	Е	Cuttings	1973
47B	221	SE	Unspecified Heap	1973
48B	221	SE	Unspecified Heap	1992
490	243	NW	Refuse Heap	1973
50C	246	SE	Unspecified Ground Workings	1973
51C	246	SE	Unspecified Ground Workings	1992
52P	337	S	Unspecified Pit	1992
53Q	359	S	Cuttings	1992
54R	361	NW	Refuse Heap	1973
55D	363	SE	Unspecified Ground Workings	1973
56D	363	SE	Unspecified Ground Workings	1992
57	470	NW	Pond	1965
58	499	NW	Water Body	1951

Report Reference: GS-2616523 Client Reference: 7194D7142AIL

14



2. Environmental Permits, Incidents and Registers Map







2. Environmental Permits, **Incidents and Registers**

2.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the formation:	ollowing
2.1.1 Records of historic IPC Authorisations within 500m of the study site:	
Database searched and no data found.	0
2.1.2 Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	
	0
Database searched and no data found.	
2.1.3 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters 500m of the study site:) within
	0
Database searched and no data found.	
2.1.4 Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:	
	0
Database searched and no data found.	
2.1.5 Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:	
Database searched and no data found.	C



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

0

Database searched and no data found.

2.1.7 Records of Category 3 or 4 Radioactive Substances Authorisations:

0

Database searched and no data found.

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

11

The following Licensed Discharge Consents records are represented as points on the Environmental Permits, Incidents and Registers Map:

ID	Distance (m)	Direction	NGR	Details				
5	112	SW	433460 563210	Address: JARROW SEWERAGE, JARROW, TYNE & WEAR Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/C/0044 Permit Version: 1	Receiving Water: Status: TRANSFERRED FROM R(PP)A 1951- 1961 Issue date: 21/01/1966 Effective Date: 21-Jan-1966 Revocation Date: -			
6	136	W	433400 563300	Address: CALFCLOSE BURN SSO, JARROW, TYNE AND WEAR Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/G/0132 Permit Version: 1	Receiving Water: Status: REVOKED - UNSPECIFIED Issue date: 04/02/1957 Effective Date: 04-Feb-1957 Revocation Date: 09/08/1999			
7B	142	SW	433436 563191	Address: EDEN WALK CSO, FIELD OPPOSITE EDEN WALK, JARROW, ., ., NE32 4DJ Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/1969 Permit Version: 2	Receiving Water: Status: MODIFIED - (WRA 91 SCHED 10 - AS AMENDED BY ENV ACT 1995) Issue date: 29/03/2010 Effective Date: 01-Apr-2010 Revocation Date: -			
8B	147	SW	433430 563190	Address: JARROW SEWERAGE CSO, JARROW, TYNE & WEAR Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/1969 Permit Version: 1	Receiving Water: Status: NEW CONSENT (WRA 91, S88 & SCHED 10 AS AMENDED BY ENV ACT 1995) Issue date: 01/02/2005 Effective Date: 01-Feb-2005 Revocation Date: 31/03/2010			
9B	147	SW	433430 563190	Address: JARROW SEWERAGE CSO, JARROW, TYNE & WEAR Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/C/0043 Permit Version: 1	Receiving Water: Status: REVOKED - UNSPECIFIED Issue date: 21/01/1966 Effective Date: 21-Jan-1966 Revocation Date: 01/02/2005			



ID	Distance (m)	Direction	NGR	Details				
10C	166	W	433380 563370	Address: JARROW SEWERAGE SYSTEM, PRIMROSE, JARROW Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/C/0045 Permit Version: 1	Receiving Water: Status: REVOKED - UNSPECIFIED Issue date: 21/01/1966 Effective Date: 21-Jan-1966 Revocation Date: 23/08/1999			
11	178	SW	433600 563100	Address: HEDWORTH HALL, FORMER SITE OF, SING, JARROW, TYNE AND WEAR Effluent Type: SEWAGE DISCHARGES - FINAL/TREATED EFFLUENT - NOT WATER COMPANY Permit Number: 235/0336 Permit Version: 1	Receiving Water: Status: TRANSFERRED FROM COPA 1974 Issue date: 17/12/1986 Effective Date: 17-Dec-1986 Revocation Date: -			
12C	196	W	433350 563370	Address: CALFCLOSE BURN STORM SEWAGE OVERFLO, PRIMROSE, JARROW, TYNE AND WEAR Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/1451 Permit Version: 1	Receiving Water: Status: REVOKED - UNSPECIFIED Issue date: 31/12/1993 Effective Date: 31-Dec-1993 Revocation Date: 09/08/1999			
13D	198	S	433620 563070	Address: TWO DWELLINGS AT HEDWORTH HALL, HEDWORTH LAND, JARROW Effluent Type: SEWAGE DISCHARGES - FINAL/TREATED EFFLUENT - NOT WATER COMPANY Permit Number: 235/1037 Permit Version: 1	Receiving Water: Status: TRANSFERRED FROM WATER ACT 1989 Issue date: 04/10/1990 Effective Date: 04-Oct-1990 Revocation Date: -			
14D	198	S	433620 563070	Address: TWO DWELLINGS AT HEDWORTH HALL, HEDWORTH LAND, JARROW Effluent Type: SEWAGE DISCHARGES - FINAL/TREATED EFFLUENT - NOT WATER COMPANY Permit Number: 235/1037 Permit Version: 1	Receiving Water: Status: TRANSFERRED FROM WATER ACT 1989 Issue date: 04/10/1990 Effective Date: 04-Oct-1990 Revocation Date: -			
15	208	W	433340 563410	Address: ROMAN ROAD CSO, PRIMROSE, SOUTH TYNESIDE Effluent Type: SEWAGE DISCHARGES - SEWER STORM OVERFLOW - WATER COMPANY Permit Number: 235/1703 Permit Version: 1	Receiving Water: Status: NEW CONSENT (WRA 91, S88 & SCHED 10 AS AMENDED BY ENV ACT 1995) Issue date: 29/06/1999 Effective Date: 29-Jun-1999 Revocation Date: -			

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

0

Database searched and no data found.



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

0

Database searched and no data found.

2.2 Dangerous or Hazardous Sites

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

0

Database searched and no data found.

2.3 Environment Agency Recorded Pollution Incidents

2.3.1 Records of National Incidents Recording System, List 2 within 500m of the study site:

4

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

ID	Distance (m)	Direction	NGR	Details		
1A	191	SW	433695 563025	Incident Date: 27-May-2002 Incident Identification: 81530 Pollutant: Other Pollutant Pollutant Description: Other	Water Impact: Category 3 (Minor) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)	
2A	204	SW	433705 563003	Incident Date: 05-May-2003 Incident Identification: 156009 Pollutant: Contaminated Water Pollutant Description: Other Contaminated Water	Water Impact: Category 3 (Minor) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)	
3	236	W	433320 563450	Incident Date: 18-Dec-2002 Incident Identification: 126630 Pollutant: Sewage Materials Pollutant Description: Crude Sewage	Water Impact: Category 3 (Minor) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)	
4	245	S	433758 562939	Incident Date: 16-May-2002 Incident Identification: 79146 Pollutant: Sewage Materials Pollutant Description: Crude Sewage	Water Impact: Category 2 (Significant) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)	

2.3.2 Records of National Incidents Recording System, List 1 within 500m of the study site:

0

Database searched and no data found.



0

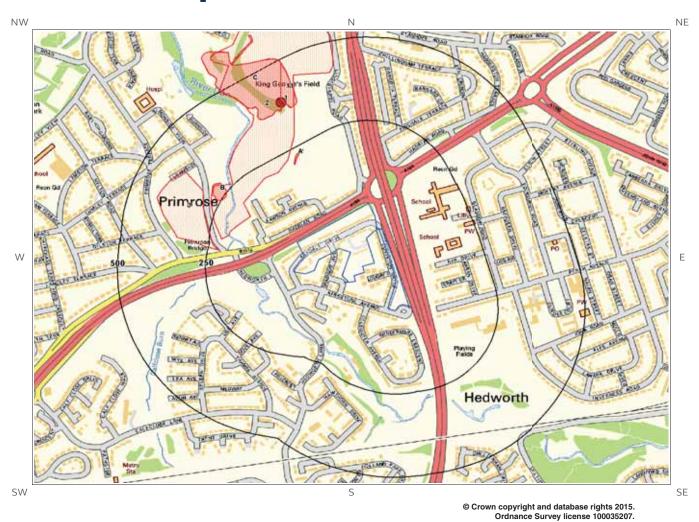
2.4 Sites Determined as Contaminated Land under Part 2A EPA 1990

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?

Database searched and no data found.



3. Landfill and Other Waste Sites Map



E.A. Active Landfill

B.A. Active Landfill

E.A. Licensed Waste Sites

E.A. Licensed Waste Site

E.A. Licensed Waste Site

BGS / DoE Survey Landfill

Local Authority/Historical Mapping Landfill Records



3. Landfill and Other Waste Sites

3.1 Landfill Sites

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

0

Database searched and no data found.

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

4

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

ID	Distance (m)	Direction	NGR	Detail	s
2	153	NW	433400 563700	Site Address: Burnside, Simonside View, Primrose Waste Licence: - Site Reference: ST 030, ST 7, ST 005 Waste Type: Industrial, Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: - First Recorded: 31-Dec-1950 Last Recorded: 31-Dec-1973
3	217	W	433400 563700	Site Address: Burnside, Simonside View, Primrose Waste Licence: - Site Reference: ST 030, ST 7, ST 005 Waste Type: Industrial, Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: - First Recorded: 31-Dec-1950 Last Recorded: 31-Dec-1973
Not shown	1020	N	433300 564500	Site Address: Cemetery Road, Jarrow, South Tyneside, Tyne And Wear Waste Licence: - Site Reference: ST 028, ST 6 Waste Type: Commercial, Household Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: - First Recorded: 01-Jan-1894 Last Recorded: 31-Dec-1958
Not shown	1478	N	433600 565100	Site Address: East Jarrow, Church Bank, Jarrow Waste Licence: - Site Reference: ST 027, ST 8 Waste Type: - Environmental Permitting Regulations (Waste) Reference: -	Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: - First Recorded: - Last Recorded: -



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

1

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

ID	Distance (m)	Direction	NGR	Details	
1	386	NW	433500.0 563800.0	Address: Simonside Tip, Jarrow, T&W BGS Number: 1830.0	Risk: No risk to aquifer Waste Type: N/A

3.1.4 Records of Landfills from Local Authority and Historical Mapping Records within 1500m of the study site:

7

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

ID	Distance (m)	Direction	NGR	Site Address	Source	Data Type
7A	206	NW	433544 563636	Refuse Tip	1968 mapping	Polygon
8A	206	NW	433544 563636	Refuse Tip	1968 mapping	Polygon
9B	245	NW	433327 563532	Refuse Tip	1968 mapping	Polygon
10B	245	NW	433327 563532	Refuse Tip	1968 mapping	Polygon
11	359	NW	433522 563847	Refuse Tip	1968 mapping	Polygon
12C	359	NW	433410 563875	Refuse Tip	1968 mapping	Polygon
13C	365	NW	433387 563850	Refuse Tip	1968 mapping	Polygon

3.2 Other Waste Sites

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

0

Database searched and no data found.



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

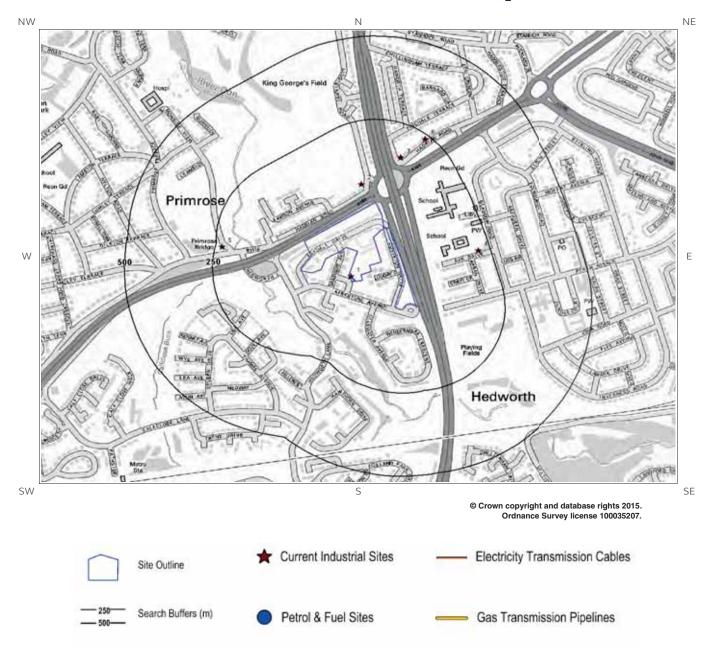
1

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			
Not shown	1173	NE	434640 564259	Site Address: Land/premises At, Shaftsbury Avenue, Simonside Industrial Est, South Shields, Tyne & Wear, NE34 9PH Type: Household, Commercial & Industrial Waste T Stn Size: >= 75000 tonnes Environmental Permitting Regulations (Waste) Licence Number: BIF001 EPR reference: EA/EPR/UP3094ZR/A001 Operator: Biffa Waste Services Ltd Waste Management licence No: 64129 Annual Tonnage: 165500.0	Issue Date: 31/01/2005 Effective Date: - Modified: - Surrendered Date: - Expiry Date: - Cancelled Date: - Status: Issued Site Name: Shaftsbury Avenue Transfer Station Correspondence Address: -, -		



4. Current Land Use Map





4. Current Land Uses

4.1 Current Industrial Data

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

6

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

ID	Distance (m)	Directio n	Company	NGR	Address	Activity	Category
1	0	On Site	Electricity Sub Station	433679 563276	NE32	Electrical Features	Infrastructure and Facilities
2	68	NW	Electricity Sub Station	433708 563553	NE32	Electrical Features	Infrastructure and Facilities
3	154	NE	C & K Appliances	433819 563633	85, Hadrian Road, Jarrow, NE32 3TS	Electrical Equipment Repair and Servicing	Repair and Servicing
4	217	E	Electricity Sub Station	434040 563354	NE32	Electrical Features	Infrastructure and Facilities
5	232	W	Gas Governor Station	433313 563365	NE32	Gas Features	Infrastructure and Facilities
6	237	NE	Eco Clean Mobile Waterless Car Wash Service	433888 563688	105, Hadrian Road, Jarrow, NE32 3TS	Vehicle Cleaning Services	Personal, Consumer and Other Services

4.2 Petrol and Fuel Sites

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

0

Database searched and no data found.

4.3 National Grid High Voltage Underground Electricity Transmission Cables

This dataset identifies the high voltage electricity transmission lines running between generating power plants and electricity substations. The dataset does not include the electricity distribution network (smaller, lower voltage cables distributing power from substations to the local user network). This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

Records of National Grid high voltage underground electricity transmission cables within 500m of the study site:

Database searched and no data found.

0



4.4 National Grid High Pressure Gas Transmission Pipelines

This dataset identifies high-pressure, large diameter pipelines which carry gas between gas terminals, power stations, compressors and storage facilities. The dataset does not include the Local Transmission System (LTS) which supplies gas directly into homes and businesses. This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

Records of National Grid high pressure gas transmission pipelines within 500m of the study site: 0

Database searched and no data found.



5. Geology

5.1 Artificial Ground and Made Ground

Database searched and no data found.

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

5.2 Superficial Ground and Drift Geology

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

Lex Code	Description	Rock Type
PELC	PELAW CLAY MEMBER	CLAY [UNLITHIFIED DEPOSITS CODING SCHEME]
TILLD	TILL, DEVENSIAN	DIAMICTON
GLLDD	GLACIOLACUSTRINE DEPOSITS, DEVENSIAN	CLAY AND SILT [UNLITHIFIED DEPOSITS CODING SCHEME]
TILLD	TILL, DEVENSIAN	DIAMICTON

5.3 Bedrock and Solid Geology

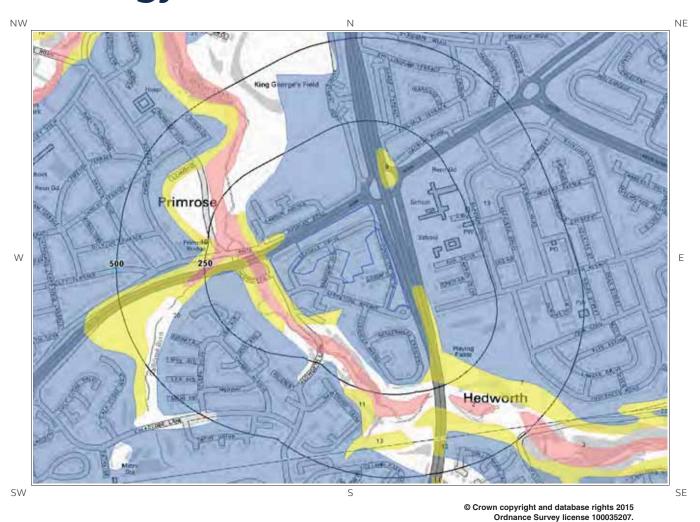
The database has been searched on site, including a 50m buffer.

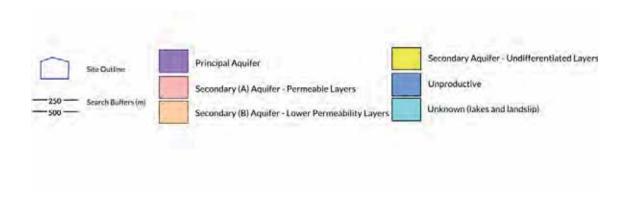
Lex Code	Description	Rock Type
HBDY-MCGB	HEBBURN DYKE	MICROGABBRO
PMCM-SDST	PENNINE MIDDLE COAL MEASURES FORMATION	SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE
PMCM-SDST	PENNINE MIDDLE COAL MEASURES FORMATION	SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE
PMCM-MDSS	PENNINE MIDDLE COAL MEASURES FORMATION	MUDSTONE, SILTSTONE AND SANDSTONE

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



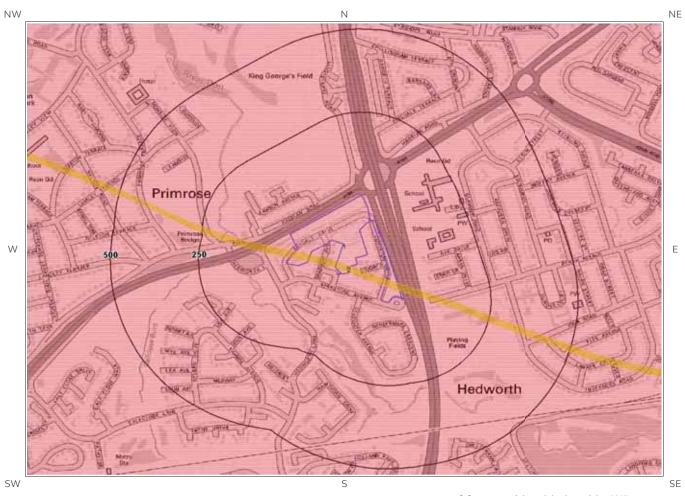
6 Hydrogeology and Hydrology 6a. Aquifer Within Superficial Geology



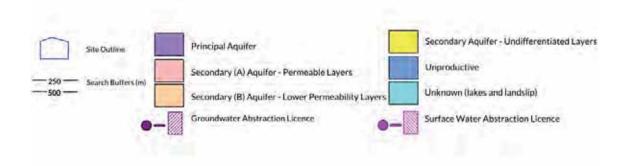




6b. Aquifer Within Bedrock Geology and Abstraction Licenses

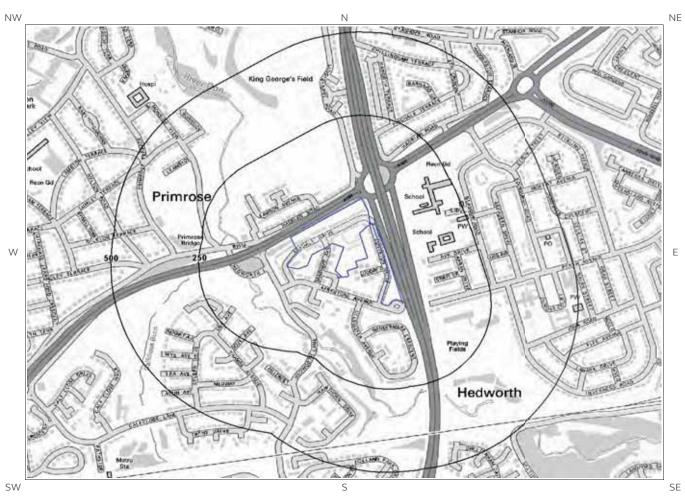


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6c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses

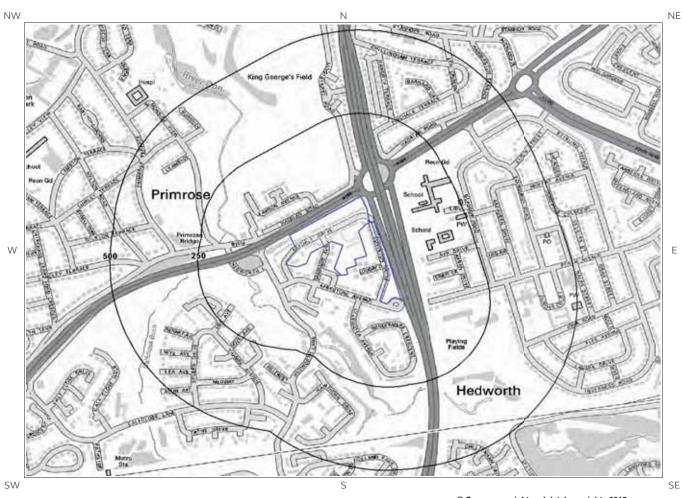


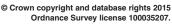
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6d. Hydrogeology – Source Protection Zones within confined aquifer

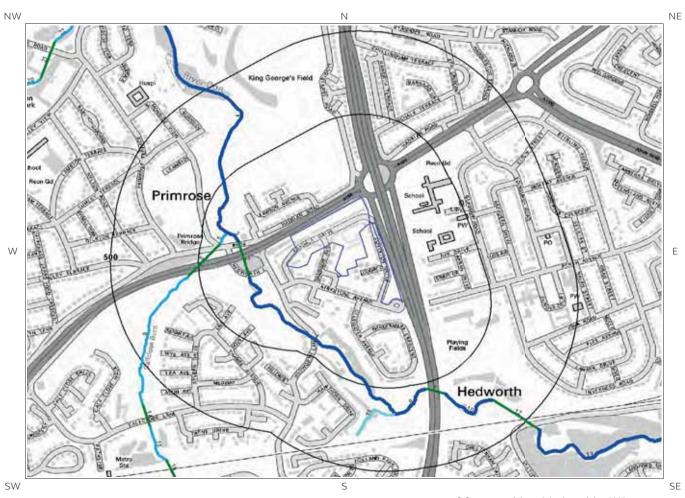




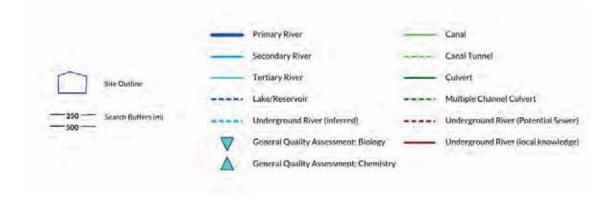




6e. Hydrology – Detailed River Network and River Quality



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6.Hydrogeology and Hydrology

6.1 Aquifer within Superficial Deposits

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

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

The following aquifer records are shown on the Aquifer within Superficial Geology Map (6a):

ID	Distanc e (m)	Direction	Designation	Description
19	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
7	21	E	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
8	35	W	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
9	69	NE	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
1	73	W	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
10	107	W	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
20	141	SW	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
11	257	S	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
2	284	SE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
12	304	S	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
13	358	S	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
3	439	SE	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers



6.2 Aquifer 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 (6b):

ID	Distanc e (m)	Direction	Designation	Description
1	0	On Site	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
2	0	On Site	Secondary B	Predominantly lower permeability layers which may store/yield limited amounts of groundwater due to localised features such as fissures, thin permeablehorizons and weathering. These are generally the water-bearing parts of the former non-aquifers

6	3	Ground	twater A	bstraction	licances
u		GI OUIT	ıwalei A	DStraction	Licelices

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

No

Database searched and no data found.

6.4 Surface Water Abstraction Licences

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

No

Database searched and no data found.

6.5 Potable Water Abstraction Licences

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

No

Database searched and no data found.

6.6 Source Protection Zones

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

No

Database searched and no data found.



6.7 Source Protection Zones within Confined Aquifer

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

No

Historically, Source Protection Zone maps have been focused on regulation of activities which occur at or near 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 zones for confined sources to be marked on SPZ maps where this has not already been done.

Database searched and no data found.

6.8 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	Minor 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.

6.9 River Quality

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

Yes

6.9.1 Biological Quality:

Database searched and no data found.



6.9.2 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 (6e):

				-		Chemi	ical Quality	Grade	
ID	Distanc e (m)	Direction	NGR	River Quality Grade	2005	2006	2007	2008	2009
Not shown	1182	N	433350 564610	River Name: Don Reach: Strother House Tidal Limit End/Start of Stretch: End of Stretch NGR	С	С	С	D	С
Not shown	1192	NW	433100 564500	River Name: Don Reach: Strother House Tidal Limit End/Start of Stretch: Sample Point NGR	С	С	С	D	С

6.10 Detailed River Network

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

Yes

The following Detailed River Network records are represented on the Hydrology Map (6e):

ID	Distanc e (m)	Direction		Details
1	104	SW	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined
2	111	W	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined
3	147	W	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined
4	179	W	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined
5	179	W	River Name: Calfclose Burn Welsh River Name: - Alternative Name: -	River Type: Secondary River Main River Status: Currently Undefined
6	197	W	River Name: Calfclose Burn Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined
7	267	S	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined
8	267	S	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined
9	281	W	River Name: Calfclose Burn Welsh River Name: - Alternative Name: -	River Type: Secondary River Main River Status: Currently Undefined

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ID	Distanc e (m)	Direction		Details
10	298	SE	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Primary River Main River Status: Currently Undefined
11	317	S	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
12	387	SE	River Name: River Don Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined

6.11 Surface Water Features

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

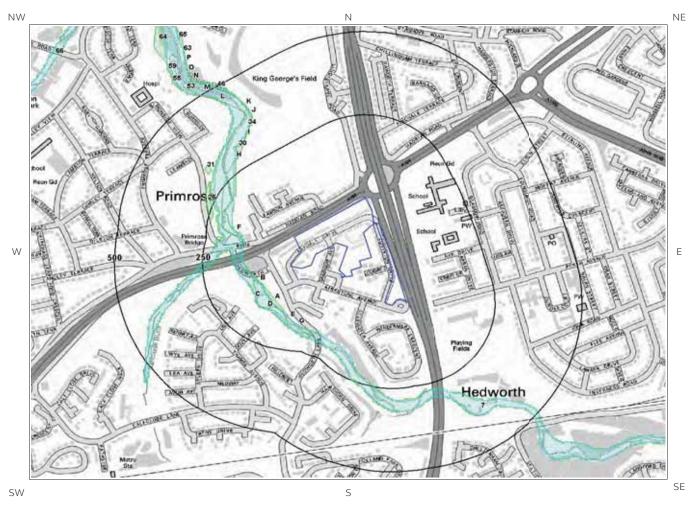
Yes

The following surface water records are not represented on mapping:

Distance (m)	Direction
99	SW
145	W
185	SW
190	SW
202	SW



7a. Environment Agency Flood Map for Planning (from rivers and the sea)

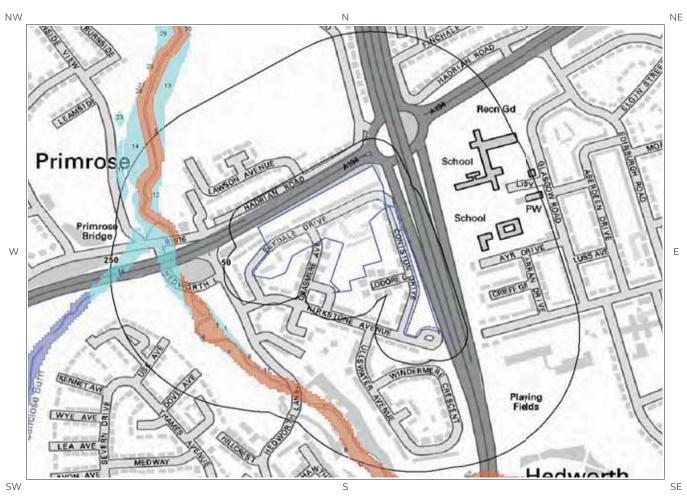


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7b. Environment Agency Risk of Flooding from Rivers and the Sea (RoFRaS) Map



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7 Flooding

7.1 River and Coastal Zone 2 Flooding

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

Yes

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 7a – Flood Map for Planning:

ID	Distance (m)	Direction	Update	Туре
1A	96	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
2A	97	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
3B	98	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
4	101	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
5B	101	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
6C	139	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
7	140	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
8C	142	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
9D	143	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
10D	143	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
11C	143	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
12C	144	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
13	146	W	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
14C	146	SW	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
15E	154	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
16E	156	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
17E	159	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
18E	159	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
19F	163	W	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)



20F	167	W	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
21F	170	W	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
22G	171	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
23G	172	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
24G	176	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
25G	179	S	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)
26	239	W	18-Nov-2015	Zone 2 - (Fluvial /Tidal Models)

7.2 River and Coastal Zone 3 Flooding

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

Yes

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 sea flood with a 1 in 200 (0.5%) or greater chance of occurring in any year. Any relevant data is represented on Map 7a – Flood Map for Planning.

ID	Distance (m)	Direction	Update	Туре
1A	99	SW	18-Nov-2015	Zone 3 - (Fluvial Models)

7.3 Risk of Flooding from Rivers and the Sea (RoFRaS) Flood Rating

What is the highest risk of flooding onsite?

Very Low

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid with the flood rating at the centre of the grid calculated and given above. The data considers the probability that the flood defences will overtop or breach by considering their location, type, condition and standard of protection.

RoFRaS data for the study site indicates the property is in an area with a Very Low (less than 1 in 1000) chance of flooding in any given year.

7.4 Flood Defences

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

Database searched and no data found.

No

7.5 Areas benefiting from Flood Defences

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

No



7.6 Areas benefiting from Flood Storage

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

No

7.7 Groundwater Flooding Susceptibility Areas

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

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).

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

Potential below Surface

Where potential for groundwater flooding of property situated below ground level is indicated, this means that given the geological conditions there may be a groundwater flooding hazard to basements and other below surface infrastructure. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard. If there are records of previous incidences of groundwater flooding, then is recommended that other information e.g. rainfall history, property type, and land drainage information in addition to previous records of flooding be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

7.8 Groundwater Flooding Confidence Areas

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

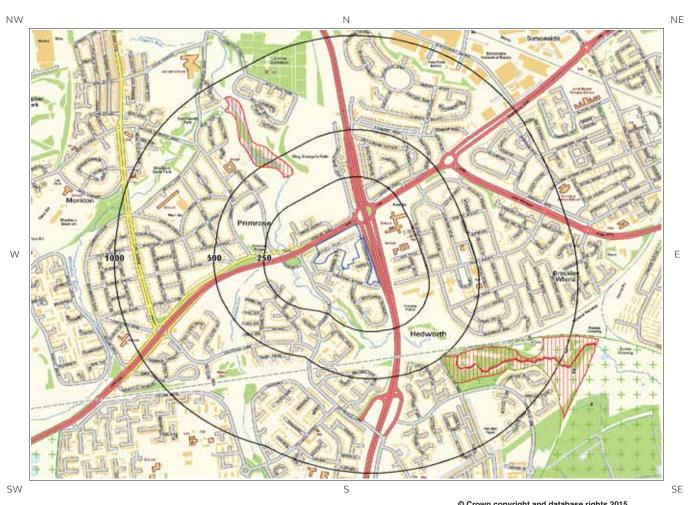
High

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.



8. Designated Environmentally Sensitive Sites Map



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8. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 2000m of the study site?	Yes
8.1 Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:	
Database searched and no data found.	0
8.2 Records of National Nature Reserves (NNR) within 2000m of the study site:	
Database searched and no data found.	0
8.3 Records of Special Areas of Conservation (SAC) within 2000m of the study site:	
Database searched and no data found.	0
8.4 Records of Special Protection Areas (SPA) within 2000m of the study site:	
Database searched and no data found.	0
8.5 Records of Ramsar sites within 2000m of the study site:	
Database searched and no data found.	0



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

			Database searched and no data found.	0				
8.7	Record	ds of Loca	l Nature Reserves (LNR) within 2000m of the study site:					
				3				
		_	ure Reserve (LNR) records provided by Natural England/Natural Resources gons on the Designated Environmentally Sensitive Sites Map:	s Wales				
ID	Distance (m)	Direction	LNR Name Data Sour	ce				
1	385	NW	Primrose Natural Eng	land				
2	502	SE	Station Burn Natural Eng	land				
3	547	SE	Station Burn Natural Eng	land				
	_		Database searched and no data found.	0				
8.9	9 Record	ds of Envir	Database searched and no data found.	0				
	8.10 Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:							
			Database searched and no data found.					
8.11 Records of National Parks (NP) within 2000m of the study site:								
			Database searched and no data found.	Ŭ				



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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

1

Green Belt data contains Ordnance Survey data © Crown copyright and database right [2015].

ID	Distance	Direction	Green Belt Name	Local Authority Name
4	492	SE	North East Greenbelt	South Tyneside District (B)



9. Natural Hazards Findings

9.1 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:

9.1.1 Shrink Swell

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

Low

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

Hazard

Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. 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 possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.

9.1.2 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.

9.1.3 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.

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



9.1.4 Compressible Ground

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

Moderate

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

Hazard

Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build Ö consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property ×°ossible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.

9.1.5 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.

9.1.6 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.

9.2 Radon

9.2.1 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.

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



9.2.2 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.



10. Mining

10.1 Coal Mining

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

Yes

The following coal mining information provided by the Coal Authority is not represented on Mapping:

Distanc e (m)	Direction	Details	
0	On Site	The study site is located within the specified search distance of an identified mining area. Further details concerning this can be obtained from the Coal Authority Helpline on 0845 762 6848.	

10.2 Non-Coal Mining

Are there any Non-Coal Mining areas within 50m of the study site boundary?

No

Database searched and no data found.

10.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? Guidance: No Guidance Required.

No



Contact Details

Groundsure Helpline

Telephone: 08444 159 000 info@groundsure.com



Geological Survey

NATURAL ENVIRONMENT RESEARCH COUNCIL

British Geological Survey Enquiries

Kingsley Dunham Centre Keyworth, Nottingham NG12 5GG Tel: 0115 936 3143. Fax: 0115 936 3276. Email:

Web:www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries:

enquiries@bgs.ac.uk

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 Health England

Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG www.gov.uk/phe

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



British

Public Health England

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: South Tyneside Council
Phone: 0191 427 7000
Web: http://www.southtyneside.info/
Address: Town Hall and Civic Offices, Westoe Road, South Shields,

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

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 OAS, UK.

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

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

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

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

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

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

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

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

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

- 2.1 Groundsure agrees to provide the Services in accordance with the Contract.
- $2.2\ \mbox{Groundsure}$ shall exercise reasonable skill and care in the provision of the Services.
- 2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

- 2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.
- 2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.
- 2.6 Groundsure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure's acceptance of an Order shall be binding only when made in writing and signed by Groundsure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

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

- (i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and
- (ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

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

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

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

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

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

4 Reliance

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

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

(i) the Beneficiary,

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

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

(v) the professional advisers and lenders of the first purchaser or tenant of the Site.

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

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

5 Fees and Disbursements

5.1Groundsure 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 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7.Liability: Particular Attention Should Be Paid To This

- 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;
- $\mbox{(\sc xiii)}$ loss or damage to a computer, software, modem, telephone or other property; and
- $\mbox{(xiv)}\mbox{ loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.$
- 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;
- (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
- $\mbox{(ii)} \qquad \qquad \mbox{the Reports and/or Mapping provided under this Contract} \\ \mbox{are} \\$
 - (a) supplied to the Client's specification(s) and in any event $% \left(x\right) =\left(x\right) +\left(x\right) +\left($
 - (b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

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

11 Anti-Bribery

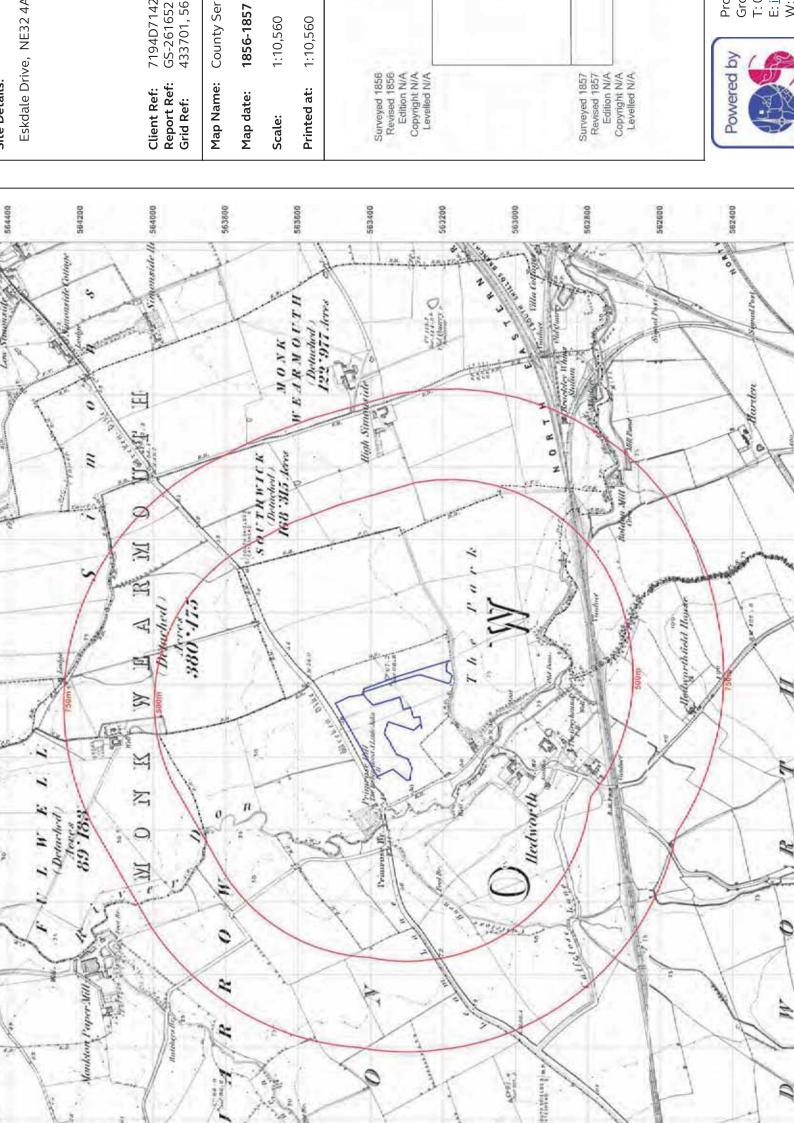
- 11.1 The Client warrants that it shall:
- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of Groundsure's anti-bribery and anticorruption policies as are notified to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

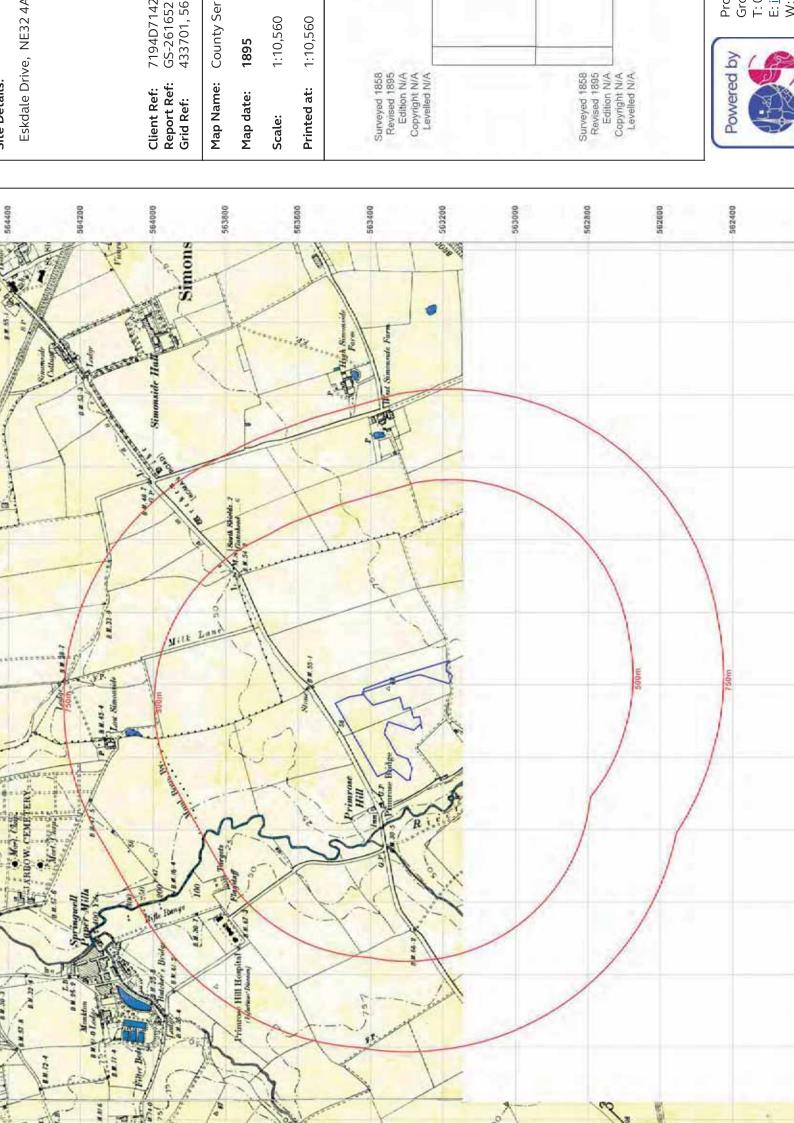
12 General

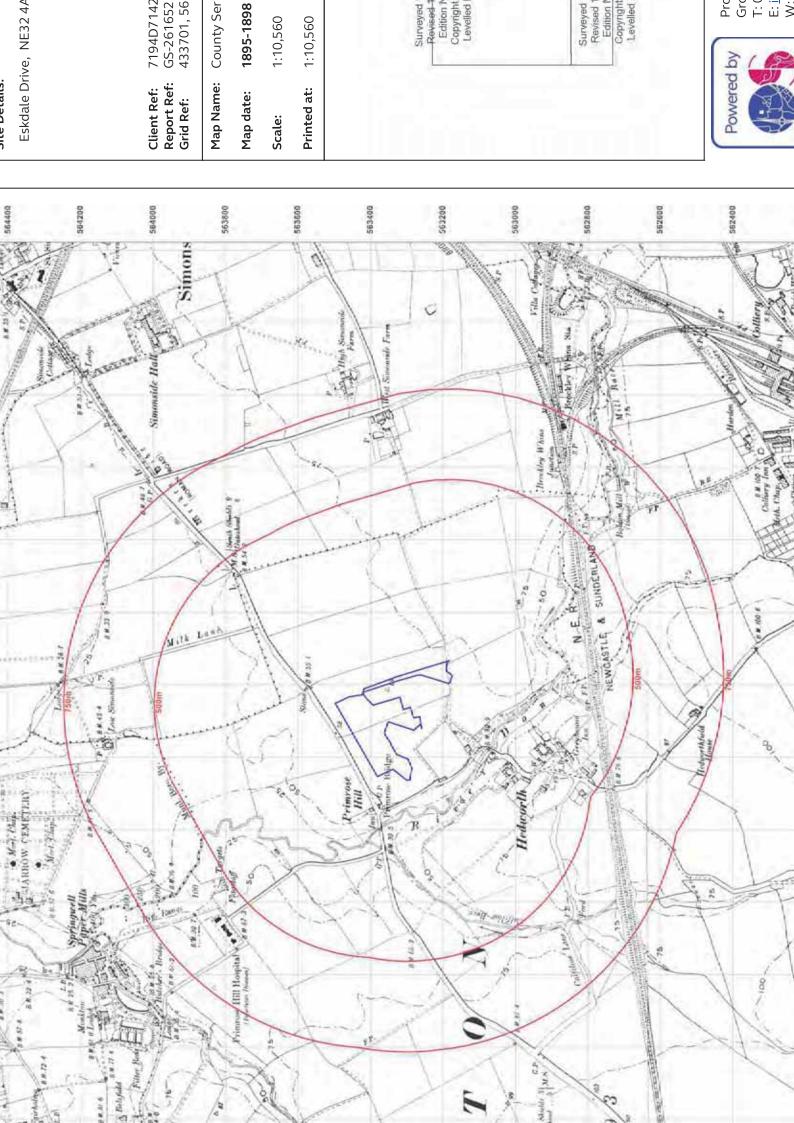
- 12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.
- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the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

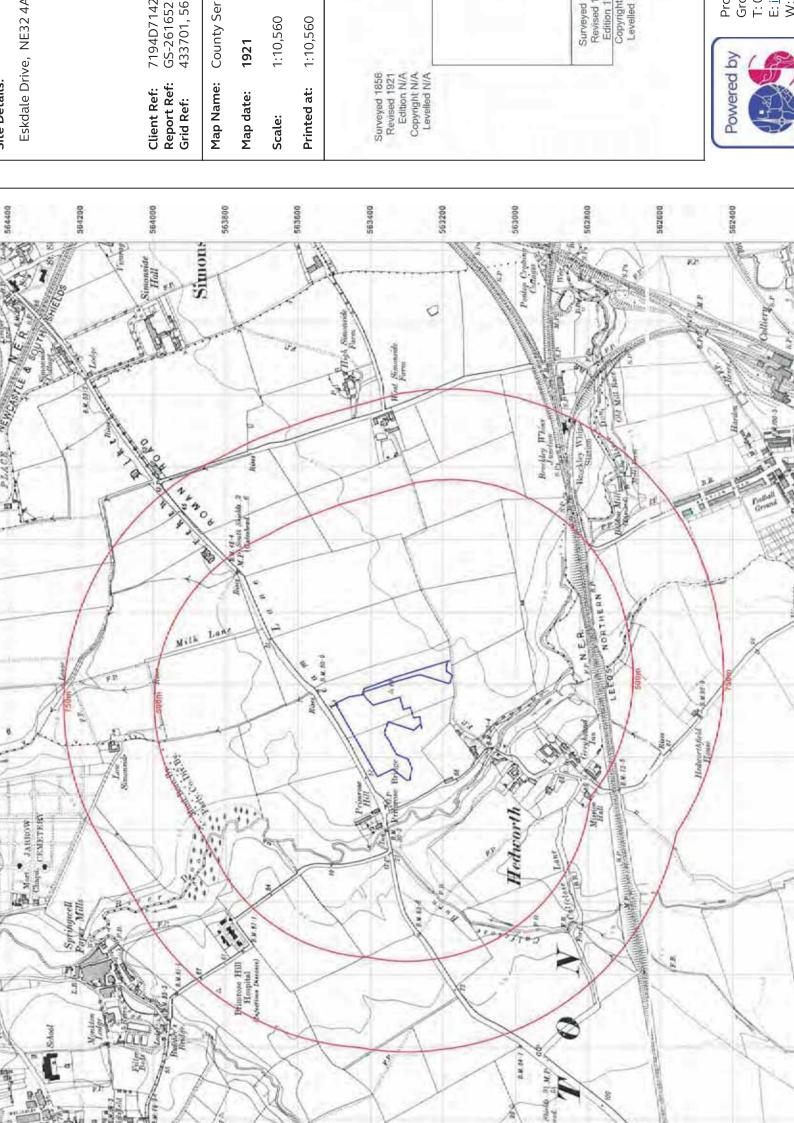
In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

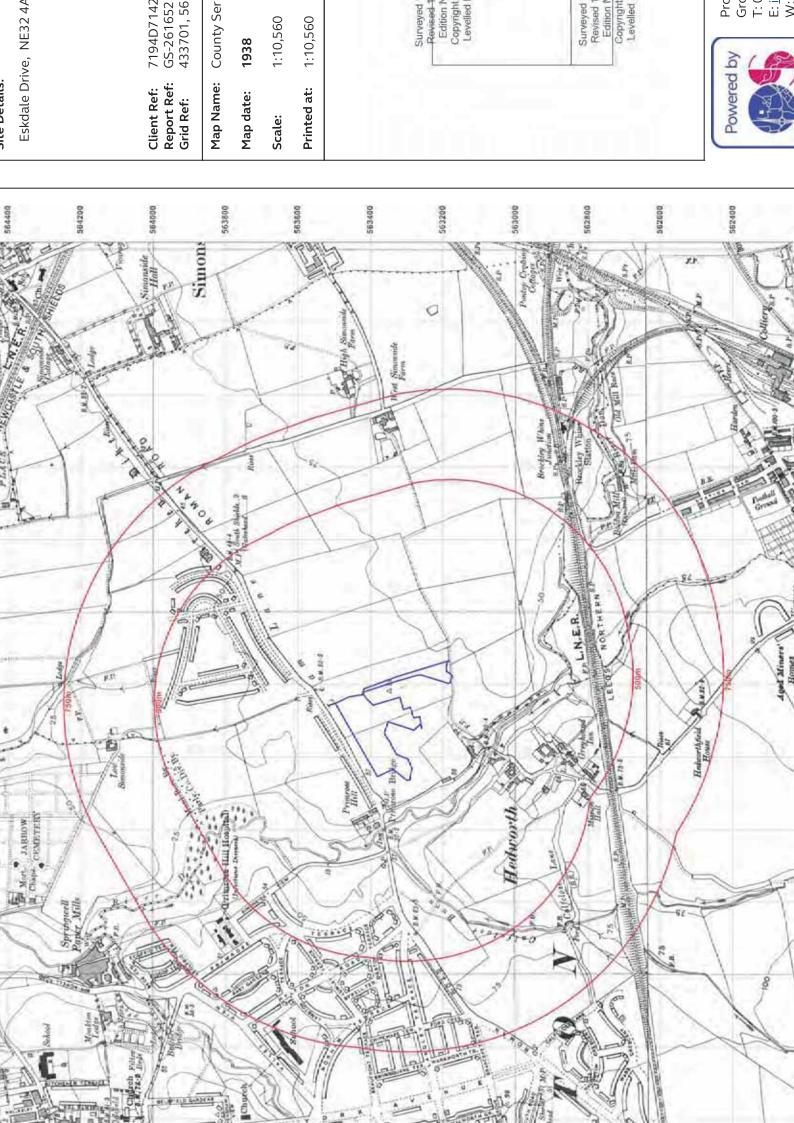
- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.
- 12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website www.tpos.co.uk or email: admin@tpos.co.uk
- 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

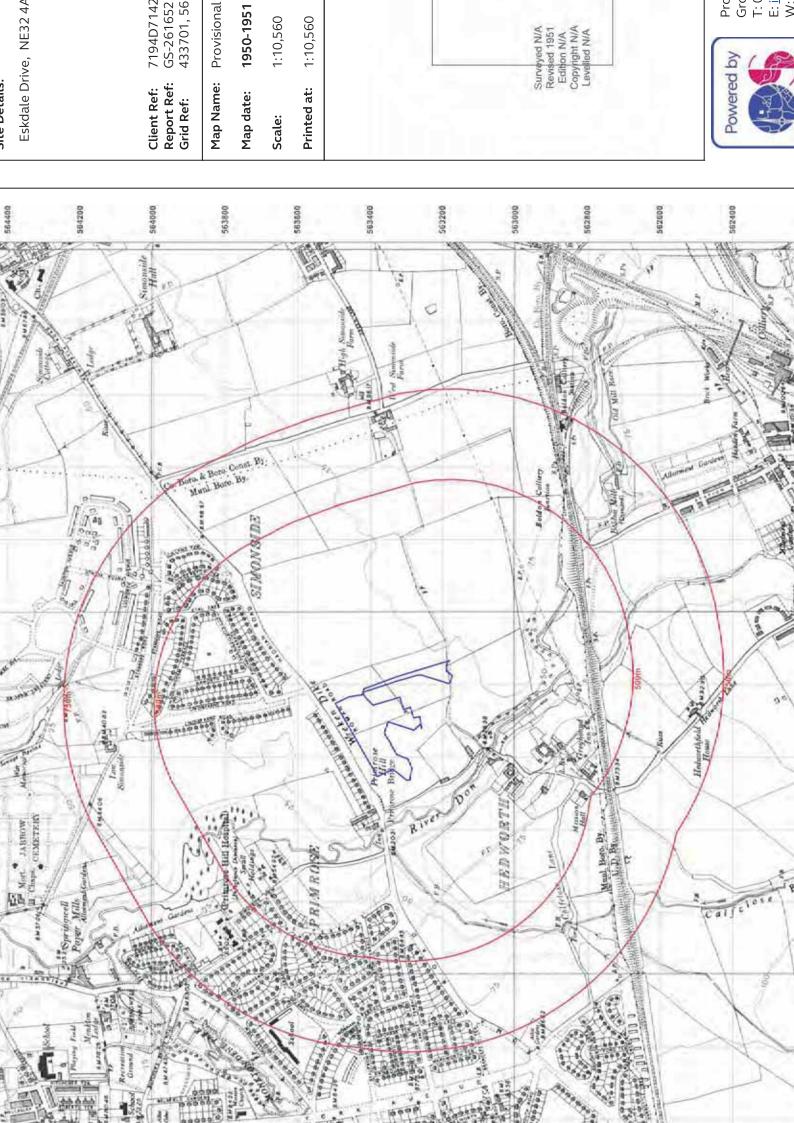


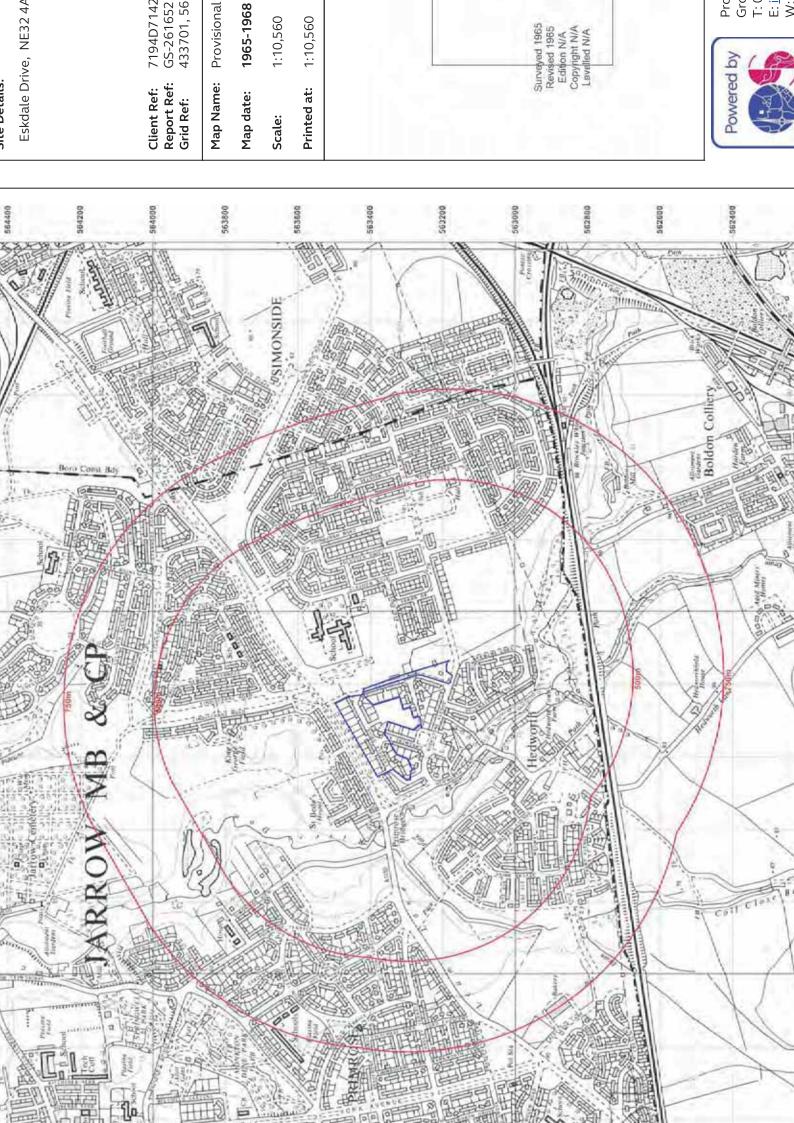


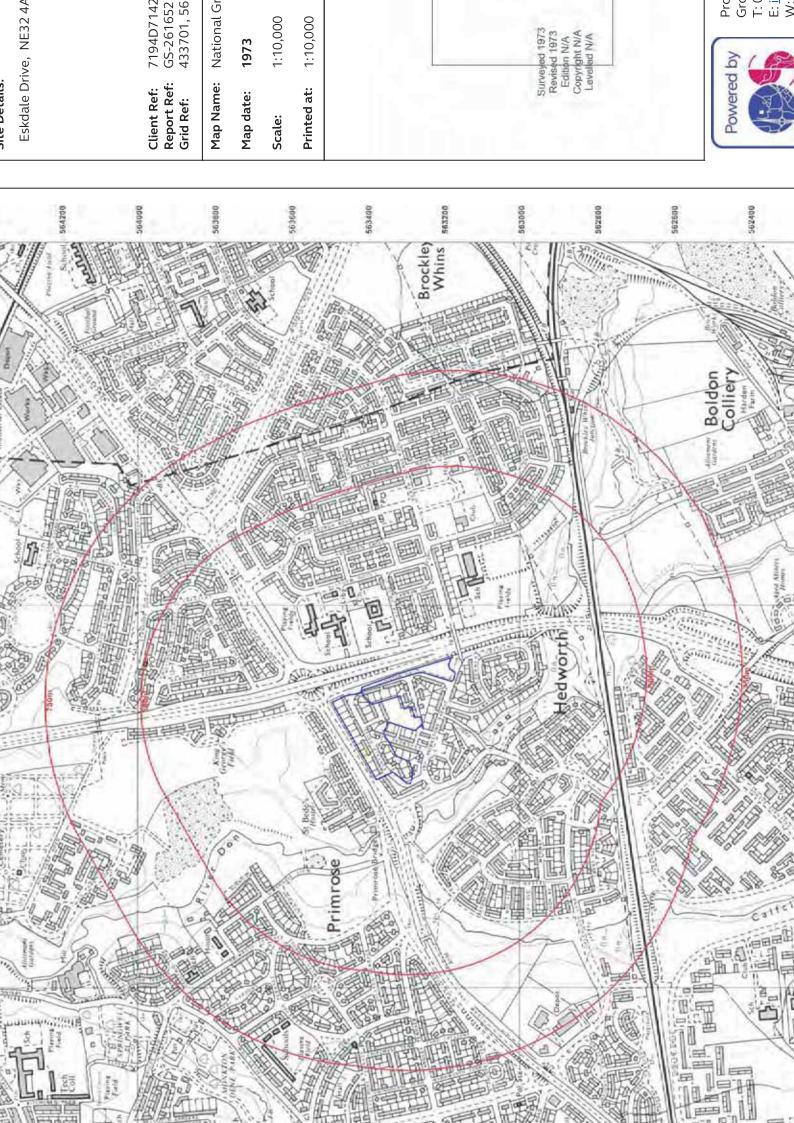




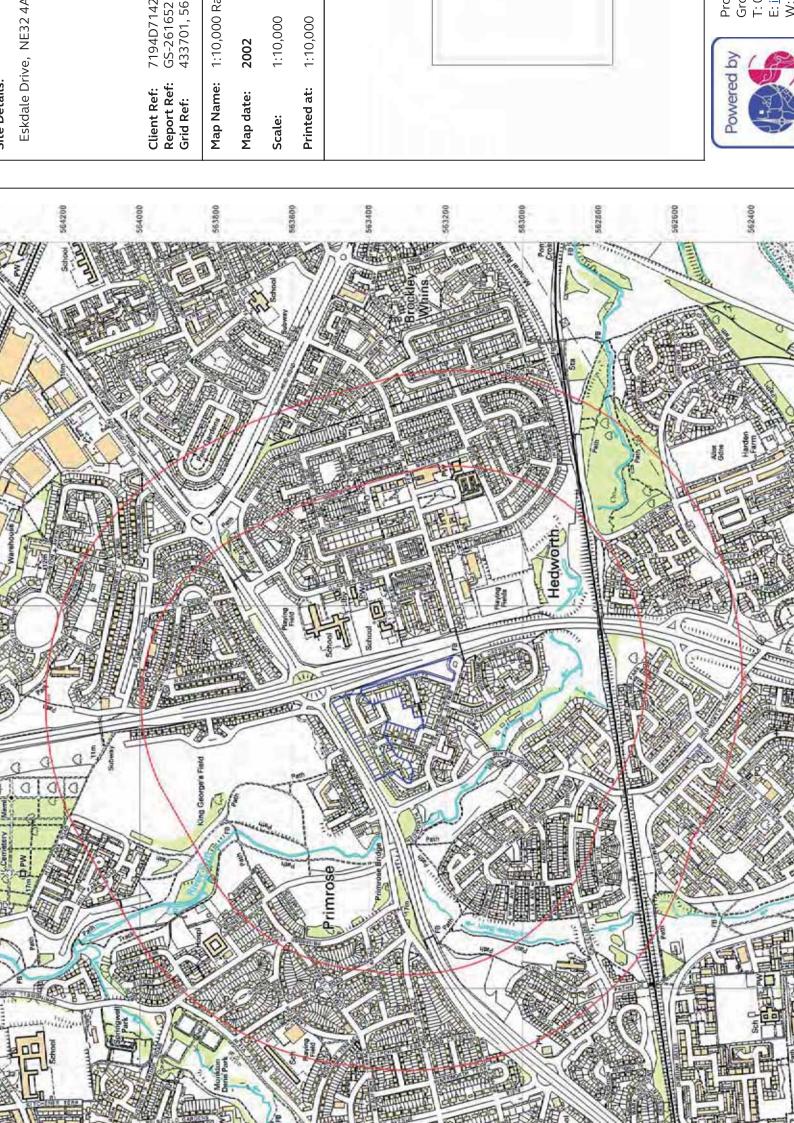


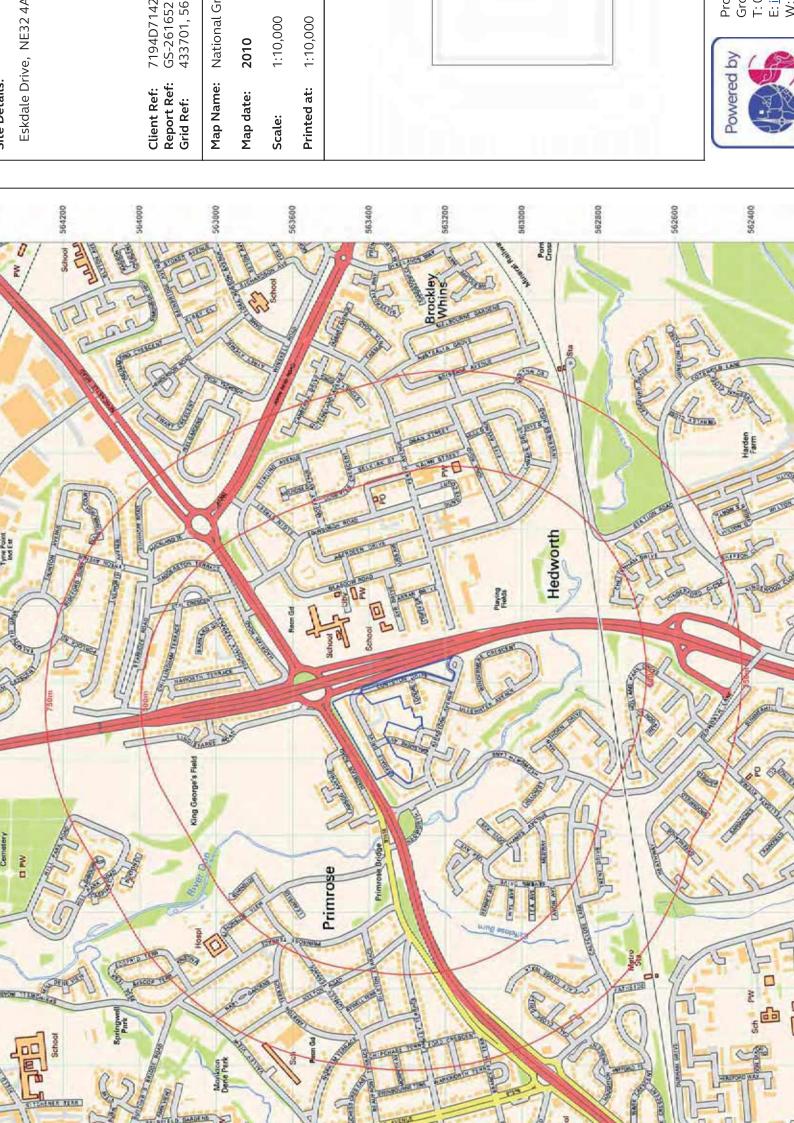


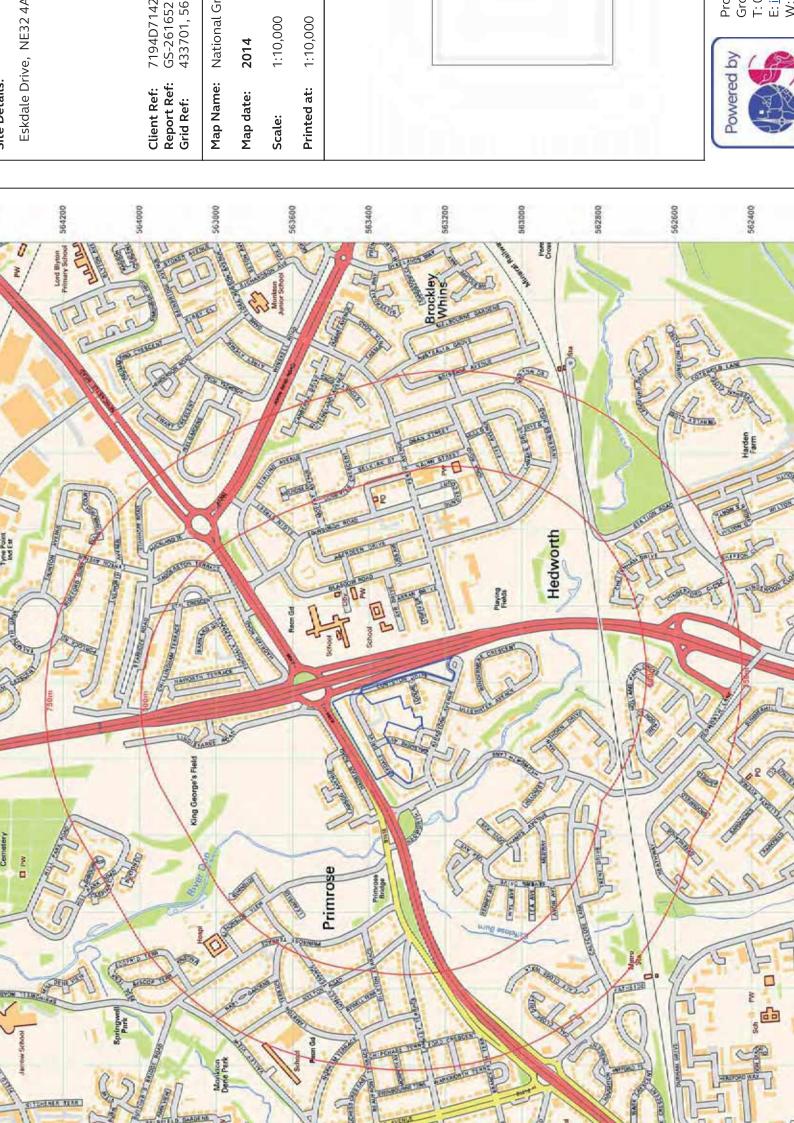




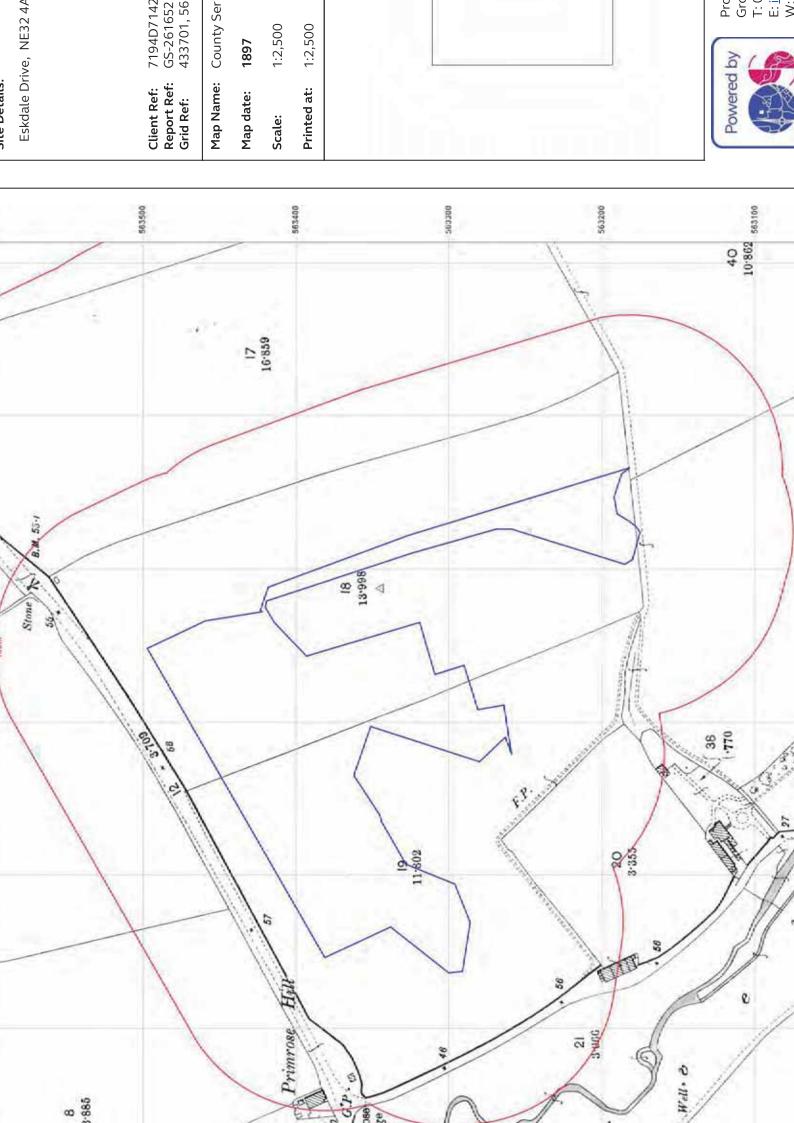


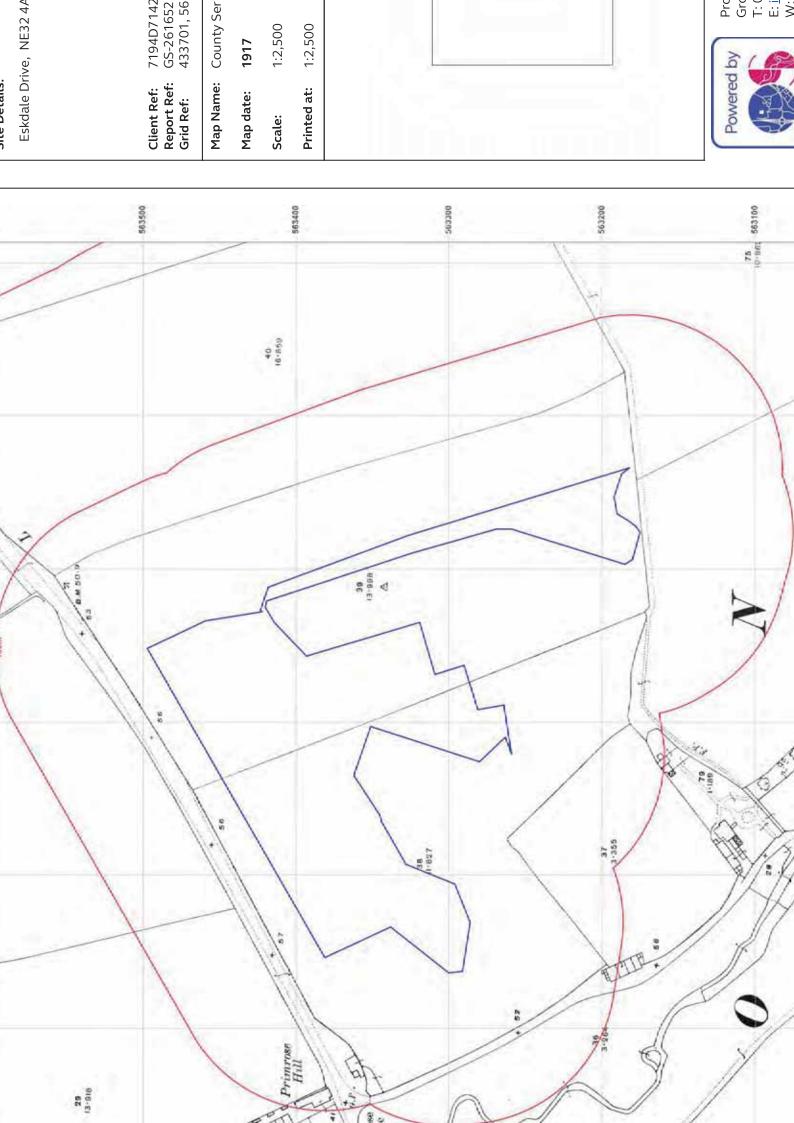


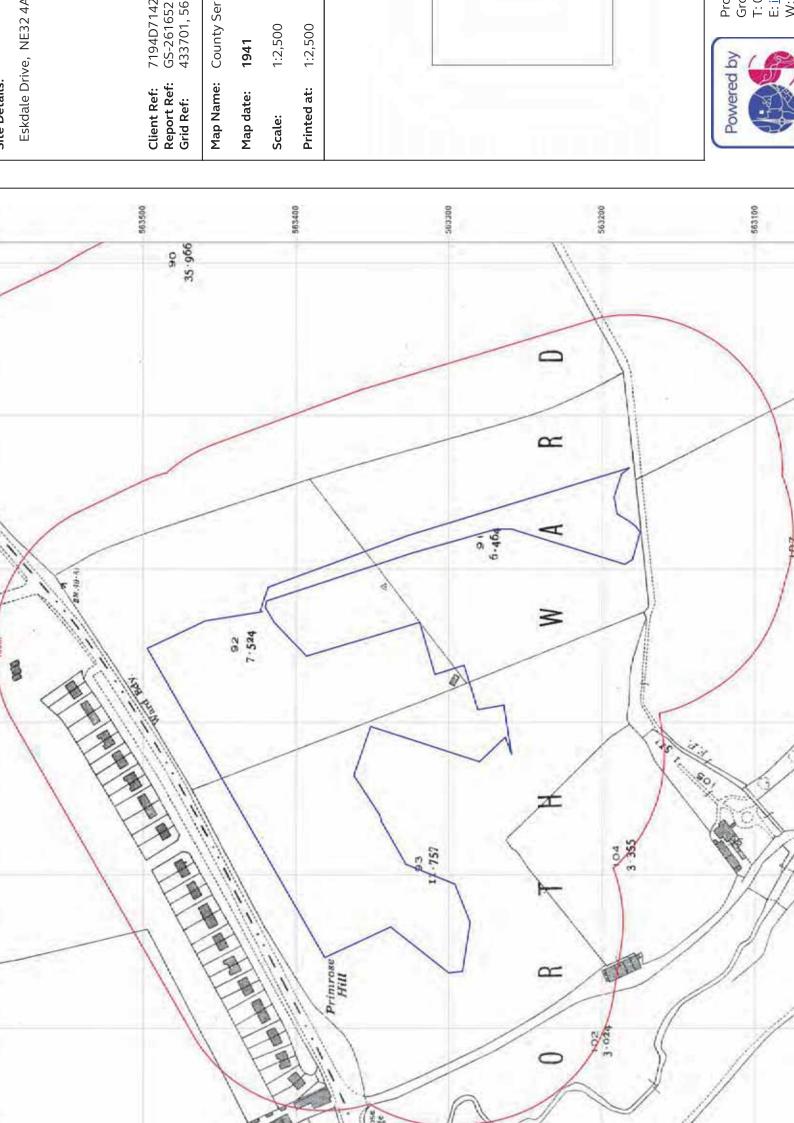












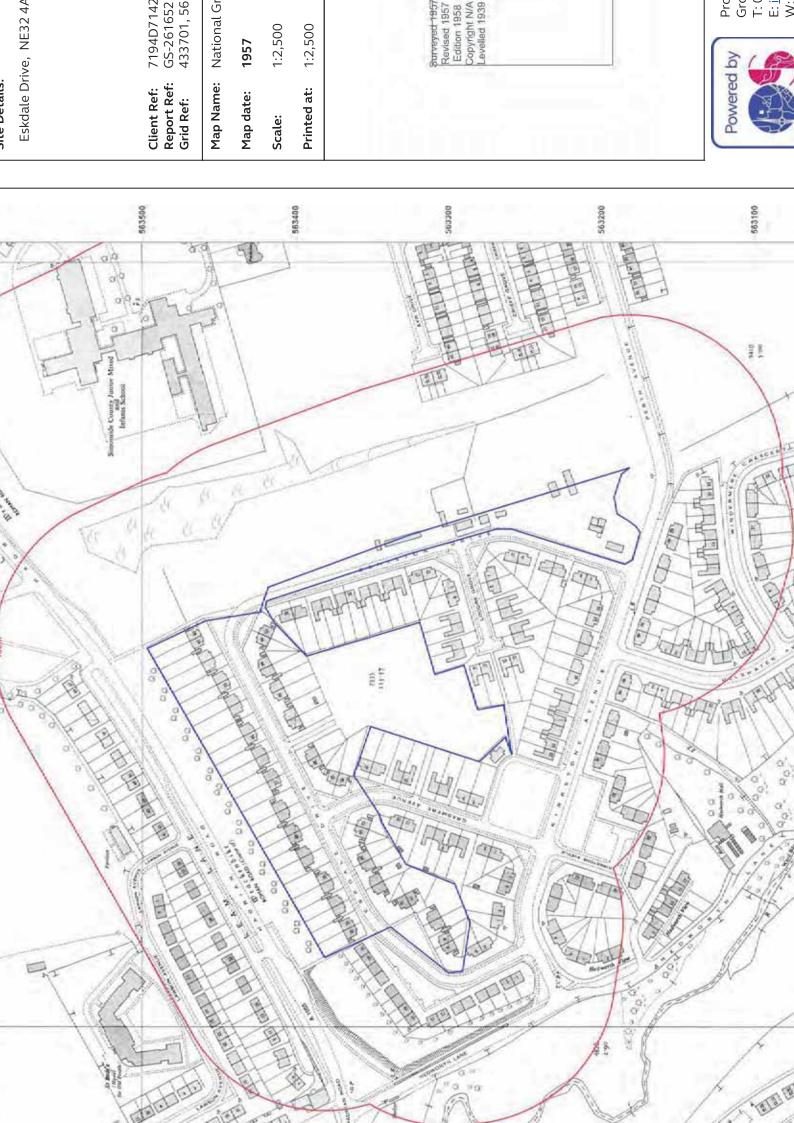
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David Bellis Consulting Surveyors Ltd 8, Mornington Terrace Harrogate North Yorkshire HG1 5DH

(DX 720352 Harrogate)

T: 01423 529911 F: 01423 529922 E: contact@coalsearch.plus.com W: www.coalsearch.plus.com



Coal Mining Search Report

<u>Incorporating Cheshire Brine Enquiries</u>





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Incorporating Cheshire Brine Enquiries

Serial Number 332047

Client detail:

Dunelm Geotechnical & Enviromental Ltd Foundation House St John's Road Meadowfield Co Durham, DH7 8TZ CoalSearchPlus+ by David Bellis Consulting Surveyors Ltd 8 Mornington Terrace Harrogate North Yorkshire HG1 5DH (DX 720352 Harrogate)

Tel 01423 529911 Fax 01423 529922

Search produced by M J Peace

Property details:

Site at Eskdale Drive Jarrow Tyne and Wear NE32 4AB Your ref: 7195 D7142 AIL

Purchaser : Vendor :

In accordance with your instructions received 01 Dec 2015 we have inspected plans and records of coal mine workings and have made enquiries with respect to Cheshire brine extraction in relation to the above property and can report as follows:

1. <u>SEAM DETAILS FOR PAST UNDERGROUND COAL MINING</u>: In relation to the property the undermentioned seam(s) have been worked within the likely zone of physical influence on the surface.

Seam	Depth (m)	Sect (cm)	Date	Remarks
Maudlin	370	58	Pre 1925	Subjacent
Hutton	424	175	Pre 1925	Subjacent

2. <u>SEAM DETAILS FOR CURRENT AND FUTURE UNDERGROUND COAL MINING</u>: The undermentioned seam(s) are currently being worked, or licenses to work are being determined, or have been granted to work, within the likely zone of physical influence on the surface in relation to the property.

Seam	Depth (m)	Sect (cm)	Date	Remarks
				Coal in reserve - no workings currently
				planned.

3. **UNDERLYING GEOLOGY:**

The property is situated in an area of Pewlew clay over Sanstone and dolerite dyke over Middle Coal Measures, shales and mudstones.

4. OPENCAST COAL MINING:

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Serial Number 332047

Past Opencast Workings: The property is not situated within the boundary of a former opencast coal mining site.

Present Opencast Workings: The property is not situated within 200m of the boundary of a currently operating opencast coal mining site.

Future Opencast Workings: The property is not situated within 800m of the boundary of an opencast site for which a license to extract coal by opencast methods has been granted or a license to do so is currently being determined.

5. SHAFTS, ADITS (MINE ENTRIES) AND ADDITIONAL INFORMATION:

We have no knowledge of any shafts or adits within 20 metres of the property or the boundary of the property.

There are no tips or lagoons in the vicinity of the property.

6. NOTICES IN RELATION TO FUTURE COAL MINING ACTIVITY:

We have no knowledge of any intention to work coal by underground methods within influencing distance on the surface in the vicinity of the property for which notices have been issued under the Coal Mining Subsidence Act 1991.

7. PAST COAL MINING RELATED SUBSIDENCE:

Our investigations have shown no evidence of coal mining related subsidence claims in relation to the property in the past 10 years.

8. CONCLUSION (COAL MINING): In the light of the above facts we conclude that in relation to coal mining:

Old workings are present but all settlement is likely to have completed long ago. In our opinion it is unlikely that coal will be worked in the forseeable future.

COAL MINING RISK LEVEL: We recommend that the transaction is treated as:

Where this report is to be used for development purposes particular attention is drawn to the paragraphs below concerning the ownership of in situ coal, coal workings and the risks from mine gases.

Please note that the overall coal mining risk level above is based upon an assessment of the detailed information contained in the body of the report. The risk assessment must be used in conjunction with the detailed report.

If development of the property is being considered then all necessary enquiries and investigations should be completed prior to the commencement of works to ensure that proposals follow good engineering practice for development in mining areas. The Coal Authority has ownership of in situ coal, coal mines (both current and disused) and coal mine shafts and

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adits. Activities that intersect, enter or disturb any of the Coal Authority's interests require the written permission of the Authority.

Any development proposals should consider risks to the development, or adjacent property, of generating or displacing underground gases where coal seams or former mining works are disturbed. The need for effective measures to prevent gasses entering public properties should be assessed and properly addressed. These actions are necessary due to the public safety implications of development in these circumstances.

CHESHIRE BRINE EXTRACTION INFORMATION:

The property lies outside the Cheshire Brine Compensation District as prescribed by the Cheshire Brine Pumping (Compensation for Subsidence) Act 1952.

With respect to coal mining there is nothing to prevent a claim being made under the provisions of the Coal Mining Subsidence Act 1991 and subsequent legislation, but it must not be inferred that the Coal Authority or their licensees will necessarily accept that any damage has been caused as a result of mining subsidence.

If you require any further information or amplification please contact CoalSearchPlus+ on 01423 529911 or via our website www.coalsearch.plus.com.

This report is prepared in accordance with the CoalSearchPlus+ terms and conditions as published on the CoalSearchPlus+ website (www.coalsearch.plus.com) on the date of issue of this report.

This is a Coal Mining Search Report and is not to be interpreted as being part of an Environmental Assessment of the property.

We cannot be held responsible for the accuracy of the information provided to us by third party organisations.

The information and/or material supplied is composed from data based in many cases on measurements and records of various standards of reliability and age. We cannot be held responsible for the accuracy of such information.

This search report is based upon the privately owned CoalSearchPlus+ mining record database and plans and records publicly available at the time of inspection from the Coal Authority, including British Geological Survey and Ordnance Survey data. Organisations reserve the right to vary their proposals and intentions as to their future mining operations without prior notice save as provided in the Coal Mining (subsidence) Act 1991 and the Coal Industry Act 1994.

Coal Authority Address: The Coal Authority, 200 Lichfield Lane Berry Hill, Mansfield, Nottinghamshire, HG18 4RG British Geological Survey Address: British Geological Survey, Kingsley Dunham Centre, Keyworth, Nottingham NG12 5GG

Contains British Geological Survey Materials © NERC 2015 Contains public sector information licensed under the Open Government Licence v3.0

The information contained in this report relates to the property address given by the individual or organisation ordering the report. Where a plan indicating the property location and boundary is supplied with the instruction the report is based on that information. Where no plan is supplied the report is based on the property location as defined in publicly available mapping data. At all times it remains the responsibility of the instructing organisation or individual to define the boundary of the property.

Additional notes applicable to Residential Coal Mining Reports only:

David Bellis Consulting Surveyors Ltd is not aware of any personal or business relationship between the person conducting or preparing the search and any person involved in the sale of the property.

This report is a desk study of existing published geological and coal mining records and the CoalSearchPlus+ coal mining database. In order to compile this report enquiries have been made relating to the following:

<u>Past Coal Mining</u> – the existence of any previously worked seams of coal within influencing distance on the surface in relation to the property including an indication of the location, depth and age of the workings,

<u>Present Coal Mining</u> - the existence of any currently worked seams of coal within influencing distance on the surface in relation to the property including an indication of the location, depth and age of the workings. The existence of coal that could be worked at some time in the future will be enquired into and detail of any relevant licenses disclosed where available.

<u>Underlying Geology</u> - the underlying geology of the property will be reviewed and briefly described in relation to coal mining.

Coal Mining Search Report

Incorporating Cheshire Brine Enquiries

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Opencast Coal Mining - the existence of past present and future opencast coal mining, specifically:

- if the property is situated within the boundary of a former opencast site. In the case of old opencast workings it must be understood that records are often unclear regarding the site boundary and/or worked areas. Published records will be reviewed to give our opinion of the existence of relevant former opencast coal workings.
- if the property is situated within 200m of the boundary of a currently operating opencast site.
- if the property is situated within 800m of the boundary of an opencast for which either a license to extract coal by opencast methods has been granted or a license to do so is currently being determined.

Shafts, Adits (Mine Entries) and Additional Information – the existence of any mine entries within 20m of the property or the boundary of the property and its associated land and buildings (the definition of the boundary of the property is the responsibility of the individual or organisation ordering this report). Where a mine entry is found to exist the approximate location of the mine entry will be indicated on a plan to be provided by the instructing organisation or individual. The existence of unworked coal will be enquired into and our opinion regarding the likelihood of it being worked at some time in the past will be given where relevant. Any other relevant coal mining related features discovered will be noted.

Notices in relation to future coal mining activity – the existence of notices indicating an intention to work coal by underground methods in the future.

<u>Past coal mining related subsidence</u> – if any publicly available records indicate coal mining related subsidence affecting the property in the past 10 years.

<u>Coal Mining Risk Level</u> – the opinion of David Bellis Consulting Surveyors of the risk posed to the property from coal mining given all the information contained in the report. The risk to the property is given in relation to the majority of the housing stock in the immediate area.

<u>Cheshire Brine</u> – the location of the property in relation to the Cheshire Brine Compensation District and any relevant information to the property regarding brine extraction.

Additional information, including answers to many frequently asked questions, can be found on the CoalSearchPlus+ website, www.coalsearch.plus.com

Complaints Procedure

David Bellis Consulting Surveyors Ltd is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs):

Tel: 01722 333306, E-mail: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

Complaints should be sent to:

Mr M. Peace, Director, David Bellis Consulting Surveyors Ltd, 8 Mornington Terrace, Harrogate, North Yorkshire, HG1 5DH Tel: 01423 529911 Fax: 01423 529922 Email: contact@coalsearch.plus.com

Date: 03 Dec 2015 Signed:

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Incorporating Cheshire Brine Enquiries

Serial Number 332047



Important Consumer Protection Information

This search has been produced by David Beliis Consutling Surveyors Ltd, 8 Mornington Terrace, Harrogate, HG1 5DH (T: 01423 529911, F: 01423 529922, E: contact@coalsearch.plus.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the
 information included in property search reports undertaken by subscribers on residential and commercial property
 within the United Kingdom
- · sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Firms which subscribe to the Search Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme Milford House 43-55 Milford Street Salisbury Witshire SP1 2BP Tel: 01722 333306

Fax: 01722 332296 Email: admin@tpos.co.uk

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

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

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David Bellis Consulting Surveyors Ltd and CoalSearchPlus+ Terms and Conditions (Available in large print by request)

- Definitions.
 - The Service Provider is David Bellis Consulting Surveyors Ltd, trading as CoalSearchPlus+.
 - The Applicant is the Individual, Organisation, or appointed officer of said Organisation placing a Request with the Service Provider.
 - The Third Party Provider is any Organisation from which the Service Provider obtains data and/or information on behalf of the Applicant in the normal course of fulfilling the Applicants Request.
 - The request is a formal Request by the Applicant with CoalSearchPlus+ to retrieve specific data and/or information.
- CoalSearchPlus+ accept Requests only on the basis that the Applicant is acting as a principal and is directly liable for payment of our invoice or account.
- It is the policy of CoalSearchPlus+ to observe confidentiality with regard to the identity and affairs of our customers to the extent permitted by law, but, in common with other service providers, we may be required exceptionally to disclose information to governmental and other public authorities.
- The placing of a Request by the Applicant with CoalSearchPlus+ confirms acceptance of these terms and conditions.
- Any Order Form produced by CoalSearchPlus+, either printed or published on the CoalSearchPlus+ website, is an invitation to treat. The Applicant makes an offer to buy from CoalSearchPlus+ by the submission of a Request, subject to clause 10. Acceptable modes of transmission for a Request are facsimilie (fax), telephone, electronic mail(e-mail), online transmission via the CoalSearchPlus+ website only, Document Exchange (DX), Royal Mail or courier appointed by the Applicant.
- Orders will be accepted on order forms other than CoalSearchPlus+ forms however these will be accepted under the standard CoalSearchPlus+ terms and conditions only, subject to Clause 10.
- CoalSearchPlus+ reserves the right to refuse any Request.
- CoalSearchPlus+ reserves the right to cancel any Request at any time.
- Proof of transmission of a Request by the Applicant does not constitute proof of receipt by CoalSearchPlus+.
- It is the responsibility of the Applicant to ensure the accuracy, legibility, clarity and completeness of all data and/or information provided to CoalSearchPlus+ as part of the Request, including but not limited to, names, numbers, addresses, location plans, and boundary plans. This applies whether the Request is submitted on CoalSearchPlus+
- order forms either printed or published on the CoalSearchPlus+ website or on the Applicants own order form.

 CoalSearchPlus+ may request additional relevant data and/or information from the Applicant in the course of fulfilling a Request, including, but not limited to, names, numbers, addresses, location plans, and boundary plans.
- CoalSearchPlus+ may request clarification of data and/or information supplied by the Applicant.
- If, subsequent to Clause 11. and/or Clause 12., requested data and/or information is not provided and/or clarified, CoalSearchPlus+ cannot be held responsible for any resultant loss or delay.

 14. If, subsequent to Clause 11. and/or Clause 12., requested data and/or information is not provided and/or clarified within
- a reasonable period of time, CoalSearchPlus+ reserves the right to cancel the Request in whole or in part. The Applicant remains liable for all fees, Taxes and Disbursements accrued prior to the cancellation.
- CoalSearchPlus+ reserves the right to subcontract data and/or information retrieval to selected Organisations and/or Individuals. CoalSearchPlus+ is not required to reveal the identity of its Subcontractors.
- 16. CoalSearchPlus+ will, in the process of fulfilling the request, retrieve data and/or information from publicly and/or commercially available sources and the CoalSearchPlus+ mining database. The sources of data used will primarily be data held by The Coal Authority under an agreement with the Health and Safety Executive, data owned by the British Geological Survey and the CoalSearchPlus+ database.
- 17. A CoalSearchPlus+ mining report is a report of the interpretation of the data sources in 16. made by CoalSearchPlus+
- CoalSearchPlus+ coal mining search reports are based upon the plans and records available from data sources detailed in 16. at the time the report was produced. It should be understood that third party organisations reserve the right to vary their proposals and intentions as to their future mining operations without prior notice save as provided in the Coal Mining Subsidence Act 1994. CoalSearchPlus+ cannot be held responsible for changes to the future proposals and intentions of Third Parties.
- The information and/or material supplied in a CoalSearchPlus+ coal mining report is composed from data based, in many cases, on measurements and records of various standards of reliability and age. In some instances (usually relating to older records) it is necessary for CoalSearchPlus+ to make assumptions regarding the 'best plot' position of mining features. For these reasons users of CoalSearchPlus+ reports should take the position of mining features detailed in reports to be indicative only.
- The data and/or information that a coal mining search report is based on is constantly being updated. A CoalSearchPlus+ coal mining search report is based on the most up to date information available at the time that the report is produced however it cannot be guaranteed that the information and/or data will not become obsolete at some time in the future. Responsibility for the supply of accurate and up to date information to CoalSearchPlus+ lies with the data supplying organisations listed in 16.
- A CoalSearchPlus+ coal mining search report relates only to coal mining and minerals worked in relation to coal mining. Other reports may be required in relation to other minerals.
- A CoalSearchPlus+ coal mining search report is not a substitute for site investigation or a mining survey. Depending on the content of a coal mining search report, or whether development is intended, the Applicant must decide whether a site investigation or mining survey is required.
- 23. CoalSearchPlus+ coal mining reports comply with the Search Code.

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- 24. All CoalSearchPlus+ reports are covered by professional indemnity insurance. The content of CoalSearchPlus+ coal mining search reports does not prevent any future claim being made by the Applicant against the Coal Authority in respect of coal mining related subsidence.
- 25. Any liability in the instance of negligence by CoalSearchPlus+ or its employees in the interpretation of coal mining data and/or the production and provision of coal mining reports will be limited to the extent of the CoalSearchPlus+ Professional Indemnity Insurance or the value of the loss caused by the negligence, whichever is the lower.
- 26. All CoalSearchPlus+ coal mining search reports give the information detailed in the services section of the CoalSearchPlus+ website and summarised in the report. Further explanation of this information is available in the Glossary and/or the Frequently Asked Questions areas of the CoalSearchPlus+ website. Alternatively contact CoalSearchPlus+ who will be happy to explain the content of a report.
- 27. The Request is fulfilled when all reports, data and/or information requested by the Applicant have been retrieved and/or compiled by CoalSearchPlus+ and delivered by electronic mail (e-mail) or fax or post or document exchange (DX) or a combination of these methods as required by the Applicant. Alternative delivery arrangements are at the discretion of CoalSearchPlus+
- 28. If Requests for multiple reports, data and/or information relating to multiple addresses were made on a single order form these will be fulfilled individually by the delivery of the reports, data and/or information relating to each individual address being treated as an individual Request.
- 29. CoalSearchPlus+ is not responsible for any loss or misdelivery of retrieved data and/or information caused by failure of Document Exchange (DX), Royal Mail or internet service provider. Most retrieved data and/or information is archived by CoalSearchPlus+ and a copy may be requested by the Applicant. If the data and/or information could not be archived CoalSearchPlus+ reserves the right to treat the request as a new Request.
- 30. Delivery, by whatever agreed means, will be accompanied by an invoice. Delivery by electronic mail may be followed up with a paper invoice by post or DX. Where Applicants have agreed account facilities with CoalSearchPlus+ invoicing may be on a monthly basis. In all cases the Applicant agrees to provide CoalSearchPlus+ with remuneration for the full amount shown on the invoice, including all Fees, Taxes and Disbursements.
- 31. The Applicant will be liable for payment of the full invoice amount within 14 days from the date of receipt of the invoice. CoalSearchPlus+ reserve the right to charge for costs and expenses incurred in recovering late payments and to charge interest at the rate of 8% above the Bank of England base rate per annum for the full period that the payments are overdue.
- 32. Where full payment of the invoice is not made by the Applicant within 14 days from receipt of the invoice CoalsSearchPlus+ reserve the right to withdraw account facilities from the Applicant and cancel any individual agreements concerning fees or other Terms and Conditions that may have been made between the Applicant and CoalSearchPlus+.
- 33. Where possible the Applicant will receive Advance Notice of the cost of the Request, including all Fees, Taxes and Disbursements, prior to receipt of the invoice. This advance notice will take the form of the price for the service requested as published on the CoalSearchPlus+ website, or the price as individually agreed between CoalSearchPlus+ and the Applicant.
- 34. Additional Fees, Taxes and Disbursements may arise during the course of data and/or information retrieval, over and above Advance Notice costs as in clause 33. The Applicant is liable for any such additional costs. Where possible, the Applicant is notified of additional costs prior to fulfilment of the Request.
- 35. If the Applicant shall pay in advance of receipt of the invoice, then the Applicant remains liable for any underpayment.
- 36. Any overpayment on the part of the Applicant will be refunded. Arrangements for refunds are agreed on a case-by-case basis, through discussion between CoalSearchPlus+ and the Applicant.
- 37. The Applicant may cancel the Request in whole or in part at any time prior to Clause 27.
- 38. If the Applicant cancels the Request in whole or in part prior to Clause 27, the Applicant remains liable for all Fees, Taxes and Disbursements already accrued prior to the Cancellation.
- 39. CoalSearchPlus+ accept no liability for any loss incurred by the Applicant or the Applicants client where the Applicant is acting as an agent for a client, due to late fulfilment and delivery of the Request.
- 40. CoalSearchPlus+ accept no liability for any loss to the Applicant, or the Applicant's client where the Applicant is acting as an agent for a client, due to any negative outcome of a report provided in the process of the correct and accurate fulfilment of the Request.
- 41. Any disputes relating to the provision of coal mining search reports should be addressed to the Practice Principal, CoalSearchPlus+ in the first instance. Disputes will be settled according to the CoalSearchPlus+ complaints procedure detailed in each report.
- 42. Independent Dispute Resolution If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website: www.tpos.co.uk email:admin@tpos.co.uk Tel: 01722 333306). We will cooperate fully with the Ombudsman during an investigation and comply with his final decision.
- 43. Third Party and subcontractor Terms and Conditions shall apply in addition to these clauses. Should any conflict arise between CoalSearchPlus+ Terms and Conditions and Third Party or Subcontractor Terms and Conditions, then CoalSearchPlus+ Terms and Conditions prevail unless and until CoalSearchPlus+ expressly states otherwise in writing and/or courts of England and Wales establish otherwise.
- 44. No variation to these Terms and Conditions is effective unless and until CoalSearchPlus+ expressly agrees in writing.
- 45. CoalsearchPlus+ reserves the right to alter these terms and conditions as appropriate, without notice, at any time. Such amended Terms and Conditions will become effective upon publication on the CoalSearchPlus+ website.
- 46. These Terms and conditions are subject to English Law and the exclusive jurisdiction of the courts of England and Wales.



APPENDIX D

DUNELM CONDITIONS OF OFFER, NOTES ON LIMITATIONS & BASIS FOR CONTRACT

Dunelm Conditions of Offer, Notes on Limitations & Basis for Contract

These conditions accompany our tender and supercede any previous conditions issued. The firm will prepare a report solely for the use of the Client (the party invoiced) and its agent(s). No reliance should be placed on the contents of this report, in whole or in part by 3rd parties. The report, its content and format and associated data are copyright, and the property of the firm. Photocopying of part or all of the contents, transfer or reproduction of any kind is forbidden without written permission from the firm. A charge may be levied against such approval, the same to be made at the discretion of the firm.

Site investigation is a process of sampling. The scope and size of an investigation may be considered proportional to levels of confidence regarding the ground and groundwater conditions. The exploratory holes undertaken investigate only a small volume of the ground in relation to the overall size of the site, and can only provide a general indication of site conditions. The opinions provided and recommendations given in this report are based on the ground conditions as encountered within each of the exploratory holes. There may be different ground conditions elsewhere on the site which have not been identified by this investigation and which therefore have not been taken into account in this report. Reports are generally subject to the comments of the local authority and Environment Agency. The comments made on groundwater conditions are based on observations made at the time that site work was carried out. It should be noted that mobile contamination, soil gas levels and groundwater levels may vary owing to seasonal, tidal and/or weather related effects. Unrecorded ancient mining may occur anywhere where seams that have been worked and influence the rock and soil above. Dissolution cavities can occur where gypsum or chalk is present. Rotary drilling is the recommended technique to prove the integrity of the rock.

Where the scope of the investigation is limited via access to information, time constraints, equipment limitations, testing, interpretation or by the client or his agents budgetary constraints, elements not set out in the proposal and excluded from the report are deemed to be omitted from the scope of the investigation.

The firm cannot be held liable and do not warrant, or otherwise guarantee the validity of information provided by third parties and subsequently used in our reports. The firm are not responsible for the action negligent or otherwise of subcontractors or third parties.

Desk studies are generally prepared in accordance with RICS guidelines. Environmental site investigations are generally undertaken as 'exploratory investigations' in accordance with the definitions provided in paragraph 5.4 of BS 10175:2001 in order to confirm the conceptual assumptions. You are advised to familiarize yourself with the typical scope of such an investigation. No pumping of water will be undertaken unless a licence or facilities/equipment have been arranged by others.

Where the type, number or/and depth of exploratory hole is specified by others, the firm cannot and will not be responsible for any subsequent shortfall or inadequacy in data, and any consequent shortfall in interpretation of environmental and geotechnical aspects which may be required at a later date in order to facilitate the design of permanent or temporary works.

All information acquired by the firm in the course of investigation is the property of the firm, and, only also becomes the joint property of the Client only on the complete settlement of all invoices relating to the project. The firm reserves the right to use the information in commercial tendering and marketing, unless the Client expressly wishes otherwise in writing. The quoted rates do not include VAT, and payment terms are 30 days from dispatch of invoice from our offices. Quotes are subject to a site visit.

We have allowed for 1 mobilisation and normal working hours unless otherwise stated. The scope of the investigation may be reviewed following the desk study and/or fieldwork. We have not allowed for acquiring services information, and cannot be responsible for damage to underground services or pipes not shown to us or not clearly shown on plans. Costs incurred will be passed on to you, and in commissioning the firm, you understand and accept that you/your agent have a contractual relationship with the firm & you accept this. Our rates assume unobstructed, reasonably level and firm access to the exploratory positions and adequate clear working areas and headroom. We have priced on the basis that you or your client have the necessary permissions, wayleaves and approvals to access land. All boreholes and pits are backfilled with arisings except where gas monitoring pipes are installed with stopcock covers. Dunelm are not responsible for any uneven surfaces as a result of siteworks and rutting and backfilled excavations may require re-levelling and/or making good by others after fieldwork is complete. Dunelm have not allowed for subsequent reinstatement as a result of settlement. No price has been provided or requested for a return visit to remove pipework and covers. No price has been provided or requested for a return visit to remove pipework and covers. Hourly rates apply to consultancy only and do not include expenses unless otherwise shown. If warranties are required, legal costs incurred will be passed on to you assuming the firm agree to complete such warranties, modified or otherwise and you understand and agree to pay all costs.

We reserve the right to pursue full payment of the invoice prior to release of any information including reports. We advise you/your client that we may elect to pursue our statutory rights under late payment legislation, and will apply 8% to the base rate for unreasonably late payments. We will also apply the right to claim any associated legal costs incurred with recovery of late payments. The firm is exempt from the CIS Scheme. The firm offer to undertake work only in strict accordance with conditions covered by our current insurances, which are available for inspection. The company are not responsible for acts, negligent or otherwise of subcontractors and as a matter of policy cannot indemnify any other parties. Professional indemnity Insurance is limited to ten times the invoice net total except where stated otherwise by the firm, and we give notice that consequential loss as a direct or indirect result of the firms activities or omission of the same are excluded.