

# GroundSure Agricultural Report

Address: Land adjoin Cotton End Road, Wilstead, MK45, MK45 3BT

Date: Mar 25, 2014

Client Reference: C681705-S001697

Client: Property Information Exchange Ltd



# Aerial Photograph of Study Site



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Site Name: Land adjoin Cotton End Road, Wilstead, MK45,  
MK45 3BT

Grid Reference: 507018,243593

Size of Site: 6.47 ha

**Report Reference: PIE-1359711**

If you would like any further assistance regarding this report then please contact  
[searches@pie-x.com](mailto:searches@pie-x.com)

## Executive Summary

The following opinion is provided by GroundSure on the basis of the information available at the time of writing and contained within this report.

## Acceptable Environmental Risk

Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?	Unlikely
Does the property represent Acceptable Banking Security from an environmental risk perspective?	Yes
Is there a risk that the property value may be impacted due to environmental liability issues?	Unlikely
What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?	Low-Moderate

## Additional Matters

<b><i>Flooding</i></b>	<b><i>Radon</i></b>	<b><i>Coal Mining</i></b>	<b><i>Other Mining</i></b>	<b><i>Sensitive Sites</i></b>	<b><i>Rights of Way</i></b>
No Issues Identified	No Issues Identified	No Issues Identified	No Issues Identified	No Issues Identified	✓
<b><i>HS2</i></b>	<b><i>Licensed Discharges</i></b>	<b><i>Water Abstractions</i></b>	<b><i>Subsidence</i></b>	<b><i>Nitrate Vulnerable</i></b>	<b><i>Sites of Archaeological Interest</i></b>
No Issues Identified	No Issues Identified	No Issues Identified	✓	✓	No Issues Identified

✓= Some issues relating to this database have been identified. Guidance relating to these additional matters can be found on page 5.

## Site Description

The site comprises 6.47 ha (approximately 15.98 acres) of arable farmland divided into three primary fields, with a small area of wooded land located in the north. An area of hard packed ground, potentially used for storage/access, is also noted in the north east of the plot. A pond has been observed in the north east of the southernmost field. The majority of the field boundaries are demarcated with minor hedgerows and occasional trees. No farm buildings or farmyard areas have been identified on site, and it has been assumed that no storage of agricultural chemicals and fuel takes place on site.

The site lies within the agricultural area of Wilstead, Bedford, within the Bedfordshire and Cambridgeshire Claylands Character Area. The immediate surrounds is noted to include further arable land to the south, south west and east; with residential dwellings noted to the north east, west and beyond the Cotton End Road to the north.

### Historic Site Description

Historically, the site was situated upon open agricultural land c.1883, with a field boundary noted to cross the north west of the plot. A footpath was also identified to lie along the eastern boundary at this time. By c.1901, the north west of the plot was labelled as allotment gardens, with a pond and an unspecified unit observed in the north east. A second field boundary was also evident across the centre of the plot from east to west at this time. By c.1948, an additional boundary of field was observed in the north and further units were noted in the north east of the property. The property remained largely unchanged until the pond was infilled by c.1973. The units in the north east were cleared by c.1994 and no further alterations have been observed since this date with the exception of the pond added in the east sometime after c.1994.

No potentially contaminative historic uses have been identified in the vicinity of the property.

### Topography

The study site is relatively flat (around 40m AOD) with no identified undulations.

### Geology, Hydrogeology And Hydrology

The entire study area is underlain by the Oxford Clay bedrock formation (classified as a unproductive stratum).

A pond has been identified in the north east of the southernmost field.

No groundwater or surface water abstractions have been identified within 1000m of the site, and no potable groundwater or surface water abstractions have been identified within 2000m of the site.

### Site Sensitivity

Potentially vulnerable receptors have been identified including the site users, the surrounding residential dwellings, and the on site pond. GroundSure considers that the property has a Moderate-High environmental sensitivity.

The entire site lies has been identified to lie within a Nitrate Vulnerable Zone, and has been classified as Grade 3 under the Agricultural Land Classification Scheme.

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## Conclusions

No areas associated with a significant contaminative risk have been identified within this report, though an localised area around the historic agricultural units in the north east may have been impacted by the storage of agricultural chemicals and fuels. There do not appear to be any significant areas of infilled land associated with the farmland, though a small area associated with the aforementioned pond may have been used for refuse disposal in the past.

GroundSure has not identified a potential Source-Pathway-Receptor relationship that is likely to give rise to significant environmental liability. The study site is considered unlikely to be subject to individual statutory investigation, and GroundSure therefore concludes that the site represents an Acceptable Environmental Risk. Please refer to the GroundSure Risk Assessment Methodology contained within this report.

## Recommendations

No recommendations are considered necessary for the property. However, the vendor should confirm the nature of the materials used to fill the former pond (if known) in order to confirm that no potentially contaminative materials have been deposited therein. Particular attention should be paid to any vegetation growth issues in these areas, which may indicate the presence of contaminative fill of a phytotoxic nature.

## Additional Matters

**Environmental Stewardship Scheme:** The entire of the site has been identified to be on the Entry Level Stewardship scheme under reference AG00387690. Further details on the scheme and the particulars of the programmes identified on site can be obtained from English Nature.

**Subsidence:** The entire study site has been identified to have a moderate potential for subsidence due to the presence of geological deposits prone to shrink-swell movements. However, no current structures have been identified within the study area, and no further investigation is considered necessary if no building work is planned in these areas. For further information please see Section 11.1.

**Nitrate Vulnerable Zone:** The entire site lies within a Nitrate Vulnerable Zone (NVZ).

NVZs are designed to help address the problem of diffuse water pollution from nitrates and meet our obligations under the EC Nitrates Directive. Approximately 62% of England and 2% of Wales is currently designated as a Nitrate Vulnerable Zone. Farmers within NVZs must comply with a series of NVZ rules including fertiliser planning, the production of a risk map and compliance with field and farm limits. In addition, to qualify for the Single Payment Scheme or other direct payments a farmer must comply with Statutory Management Requirement (SMR) 4. If a farm comprises at least 80% grassland, then a farmer may be eligible for derogation from the NVZ rules.

**Rights of way:** Historic (pre-1949) footpaths have been noted to cross the property. These footpaths may be reinstated under Natural England's project to record Public Rights of Way. For further advice and discussion on the implications for a property owner, please contact Natural England.

# General Guidance

## Environmental issues associated with specific farm types

### *Arable*

The UK is the fourth largest producer of cereal and oilseeds in Europe. They are mainly concentrated on the eastern side of the UK. Arable farming has a lower potential for point-source pollution than animal farming because the diversity of stored pollutants e.g. slurry, feeds and animal health products, are not on farm, though arable farms do tend to store large quantities of fuel and fertiliser. Arable farming is, however, a major contributor to diffuse pollution. A good starting place to ameliorate the impacts of arable farming is the production of a soil management plan. By complying with the Nitrate Vulnerable Zone Action Programme of nutrient management planning and targeted applications of organic manures and fertilisers a farmer should help reduce the loss of nitrates from their land.

### *Intensive farming (pigs and poultry)*

Pig and poultry production accounts for approximately 20% of the UK's total agricultural output. Several factors associated with these farms can adversely affect the environment, including ammonia; nutrients from manure, litter and slurry; effluent discharges; dust; odour; noise. Intensive pig and poultry farms are regulated in England and Wales by the Environment Agency under the Environmental Permitting Regulations (formerly known as the Pollution Prevention and Control (PPC) Regulations prior to 6 April 2008). The Agency requires farmers to apply for a permit if their livestock capacity exceeds 450 sows, 2,000 production pigs over 30kg or 40,000 poultry (including chickens, layers, pullets, turkeys, ducks and guinea fowl).

Manure from poultry treated with Baycox® (used for the treatment of coccidiosis in broilers) should be disposed of in a controlled manner above Principal and Secondary aquifers. This can be done by either sending the manure to a combined heat and power station for burning, sent to a commercial site for composting or spread at a safe rate (as defined within Environment Agency guidance). Furthermore, any manure stored on site for spreading at a later date must be stored on an impermeable surface and covered. If the active ingredient (toltrazuril) pollutes groundwater, it can affect a farmer's payments under the Single Farm Payment Scheme.

### *Sheep*

The UK is home to approximately 25m sheep and lambs, is one of the major sheep producers in Europe and the seventh largest lamb producer in the world. The use of sheep dip, jets or showers is likely to require an Environmental Permit from the Environment Agency (in England and Wales) or SEPA (in Scotland).

The use and disposal of sheep dip compounds is covered by the Groundwater Regulations 1998. Organophosphorus and synthetic pyrethroid compounds which are effective against external parasites are highly toxic to aquatic life, and once groundwater is contaminated with these compounds it will be unfit for drinking without prior treatment. Bloom and purl dips can also contaminate groundwater. Dip disposed of to land, deliberately or accidentally, can leach into the water table and pollute on site and nearby drinking water supplies.

In addition to meeting high specification design and structural standards, baths, drain pens and mobile systems must be located:

- As far away as possible (at least 10m) from a watercourse. This includes rivers, streams, ditches, drains, land drains and wetlands.
- At least 30m away from any watercourse which drains into a Site of Special Scientific Interest (SSSI). If the farm is located within a SSSI, further advice should be sought from the relevant regulatory body (Natural England, Scottish Natural Heritage, Countryside Council for Wales).
- At least 50m from any well, spring or borehole.

Additionally, they should not be situated on or at the top of slopes where there is a risk that spillage might drain directly to a watercourse, or on roads or tracks.

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## **Storage and Use of Silage, Slurry and Agricultural Fuel Oil**

The Water Resources (Control of Pollution) (Silage, Slurry and Agricultural Fuel Oil) Regulations 2010 (SSAFO) set out minimum standards for the use and design of silos, slurry storage systems and agricultural fuel oil. These include minimum requirements for effluent collection and drainage, bunding, distance from watercourses, expected operational lifespan and structural integrity, for both permanent and temporary structures. As no inspection of the farm or the associated infrastructure has been undertaken by GroundSure it cannot be confirmed that all relevant structures meet the requirements of the legislation. If silos, slurry storage systems and/or agricultural fuel storage are present on the site, GroundSure recommend further assessment of these structures by a suitably experienced professional.

Relevant Scottish Legislation: The Control of Pollution (Silage, Slurry, and Agricultural Fuel Oil) (Scotland) Regulations 2003

### **Agricultural Waste (England and Wales)**

The Environment Agency define agricultural waste as any substance or object from premises used for agricultural or horticulture, which the holder discards, intends to discard or is required to discard. It is waste specifically generated by agricultural activities, such as empty pesticide containers, old silage wrap, out-of-date medicines, used tyres, surplus milk. Since 2006, agricultural waste has been subject to the same controls that have applied to other commercial and industrial sectors for many years. Uncontrolled burning or tipping of waste on farms has been illegal since 15<sup>th</sup> May 2006.

Most waste disposal, treatment or recovery activities require an Environmental Permit from the Environment Agency, though some small scale activities may be exempt from such licensing. Common agricultural activities currently exempt from waste licensing include, but are not limited to, the use of baled tyres in construction, mulch spreading, manufacture of biodiesel from waste vegetable oil for use in agricultural vehicles and generators, treating sheep dip with enzymes, burning plant material and spreading surplus milk on land.

Relevant Scottish Legislation: The Waste (Scotland) Regulations 2005

### **Oil storage**

The Control of Pollution (Oil Storage) (England) Regulations 2001 require anyone storing oil in volumes greater than 200 litres to provide secure containment for the oil storage facility. The regulations cover all types of oil, excluding waste mineral oil. This includes petrol, diesel, bio-fuels, vegetable oils, synthetic, mineral oils and oils used as solvents. Biodegradable oils are also covered. Other legislation relevant to hydrocarbon storage may be appropriate in addition to these regulations, including Building Regulation and Petroleum Licensing Regulations.

Relevant Scottish Legislation: The Water Environment (Oil Storage) (Scotland) Regulations 2006.

Relevant Welsh Legislation: No direct equivalent.

### **Manure and slurry**

If used directly as a fertiliser, manure and slurry are not classified as waste under Waste Management Regulations, even if they are used on a different farm to that where they were produced. However, the storage and use of these must still comply with other legal controls, such as Nitrate Vulnerable Zones (NVZ) Action Programme, and comply with guides such as The Code of Good Agricultural Practice (COGAP) which recommend that these fertilisers should not be applied if; the soil is waterlogged; the soil is frozen hard; the field is covered in snow; the field is cracked down to field drains or backfill; the field has been pipe or mole drained or subsoiled over drains in the last 12 months; heavy rain is forecast within the next 48 hours. Additionally, manure or slurry should never be applied within 10 metres of any ditch, pond or surface water; within 50 metres of any spring, well, borehole or reservoir that supplied water for human consumption or for farm dairies; on very steep slopes where run-off is a high risk throughout the year; on any areas where you are not allowed to because of specific management agreements.

## **GOOD AGRICULTURAL AND ENVIRONMENTAL CONDITIONS (GAECs) AND STATUTORY MANAGEMENT REQUIREMENTS (SMRs)**

Cross compliance measures were introduced in 2005, setting baseline standards that farmers must meet in order to receive their Single Payment. There are two elements to cross compliance: Good Agricultural and Environmental Condition (GAEC) standards relating largely to the protection of soils, habitats and landscape features; and Statutory Management Requirements (SMR) which are either pre-existing legislative requirements or those that Member States must implement under EU law. SMRs cover environmental, public, plant and animal health and, from 2007, animal welfare objectives. A list of GAECs and SMRs is given below. In order to assess the relevance of each standard to an individual farm, click [here](#) to register for Defra's Self-Assessment tool. A full list of GAECs and SMRs are given in Appendix 1.

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## Nutrient Management

Sustainable food production requires the minimisation of nutrient pollution and the closing of the 'nutrient gap'. Defra statistics show 50-60% of nitrate and 32% of phosphate in surface waters area result of nutrient use in agriculture. These nutrient losses contribute to the eutrophication of rivers, lakes and coastal waters. In addition approximately 8% of the UK's greenhouse gas emissions arise from agricultural activities, of which 40% is from soil nutrient management. Defra's Farm Practices Surveys reveal that only 50% of farms have a Nutrient Management Plan in place, 18% analyse manures for their nutrient content, and only 36% only check fertiliser spreaders annually.

Further tools are available for landowners from the [Defra website](#). These include the Fertiliser Manual (BR209), Good Nutrient Management, software tools to predict the plant availability of manure nitrogen following application to land (MANNER), or the amount of nitrogen in manure produced by different types of permanently housed pigs and poultry (ENCASH). The Fertiliser Advice Certification Training Scheme (FACTS) identifies qualified advisers who can help with all enquiries relating to fertiliser use on farms.

## Substations/generators/transformers

Due to the location of farms in rural sites, often away from utility infrastructure, farms may have their own electricity substations, transformers and/or generators on site. If an electricity substation or transformer was constructed prior to 1987, then it may contain Polychlorinated Biphenyls (PCBs), hazardous substances which were used as dielectric filler liquids. It should be assumed that any substation or transformer manufactured before 1976 will contain PCBs, with their use being phased out prior to a total ban in 1987. PCBs are classed as a Persistent Organic Pollutant, and pose a threat to the environment due to their toxicity, persistence and tendency to bio-accumulate.

PCBs are classified as any substance which contains more than 50 parts per million (ppm) of a PCB substance. Equipment containing more than 5l of PCBs are classified as Contaminated Equipment, and must be registered with the Environment Agency, though some equipment can continue to be used until the end of its functional life.

PCBs and PCB-containing equipment should be disposed of as hazardous waste, under the Environmental Protection (Disposal of Polychlorinated Biphenyls and other Dangerous Substances) (England and Wales) Regulations 2000. Further information on identifying and disposing of PCB-containing equipment can be found on the Environment Agency website, or by contacting [PCB-enquiries@environment-agency.gov.uk](mailto:PCB-enquiries@environment-agency.gov.uk).

Generators may pose an environmental risk to land, surface water or groundwater through diesel, petrol or oil spillage. Larger oil powered generators i.e. those with a capacity over 200 litres of oil, are subject to the Control of Pollution (Oil Storage) (England) Regulations 2001.

## European Protected Species

Under the Conservation (Natural Habitats etc.) Regulations 1994 ('the Habitats Regulations') the deliberate disturbance of a European Protected Species is prohibited wherever it occurs. Additionally, Section 9 of the Wildlife and Countryside Act 1981 makes it an offence to intentionally disturb protected species occupying places used for shelter or protection. If these species occur on your property then further advice can be sought from Natural England.

## The Weeds Act 1959

Under this legislation, the Secretary of State may serve an enforcement notice on the occupier of land on which injurious weeds are growing, requiring the occupier to take action to prevent their spread. Enforcement of the Weeds Act is carried out by Natural England on Defra's behalf and applies only to the following plant species:

Common ragwort (*Senecio jacobaea*)  
Spear thistle (*Cirsium vulgare*)  
Creeping or Field thistle (*Cirsium arvense*);  
Broad-leaved dock (*Rumex obtusifolius*)  
Curled dock (*Rumex crispus*)

These native weeds must not be allowed to spread to agricultural land due to their potential to cause harm to livestock.

Invasive weeds, such as Rhododendron (*Rhododendron ponticum*), Japanese knotweed (*Fallopia japonica*), giant hogweed (*Heracleum mantegazzianum*) and Himalayan balsam (*Impatiens glandulifera*) are not subject to such legislative controls, and a landowner is not obliged to remove or treat such plants. However, a landowner must not allow invasive plants to spread onto adjacent land, or plant or encourage the spread of invasive plants outside of their property. A farmer wishing to receive the Single Farm Payment must not allow an infestation of an invasive on-native species on their land.

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# Overview of Findings

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

Report Section	Number of records found within (X) m of the study site boundary					
1. Historical Industrial Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Potentially Contaminative Past Land Use						
Records of potentially contaminative past land use ( 1:10,000 scale mapping )	0	0	0	-	-	-
1.2 Additional Information – Historical Tanks ( 1:2,500,1:1,250 scale mapping )	0	0	0 *	-	-	-
1.3 Additional Information – Historical Energy Features ( 1:2,500,1:1,250 scale mapping )	0	0	6*	-	-	-
1.4 Additional Information – Historical Petrol and Fuel Site Database ( 1:2,500,1:1,250 scale mapping )	0	0	0*	-	-	-
1.5 Additional Information – Historical Vehicle Repair and Garages ( 1:2,500,1:1,250 scale mapping )	0	0	0*	-	-	-
1.6 Potentially Infilled Land						
Records of potentially infilled land (1:10,000)	0	0	0*	-	-	-
*51-100m						
2. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of Historic IPC Authorisations	0	0	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	1	-	-
Records of Part A(2) and Part B Activities and Enforcements	0	0	0	0	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	0	0	2	0	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0	-	-
2.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
2.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	2	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
2.4 Sites Determined as Contaminated Land under Part 2A EPA 1990	0	0	0	0	-	-

3. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Landfill Sites						
Environment Agency Registered landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	0	0
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
3.2 Landfill and Other Waste Sites Findings						
Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency licensed Waste Sites	0	0	0	0	0	0

4. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
4.1 Current Industrial Sites Data	0	1	7	-	-	-
4.2 Records of Petrol and Fuel Sites	0	0	0	0	-	-
4.3 Underground High Pressure Oil and Gas Pipelines	0	0	1	0	-	-

5. Geology	Description
5.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No
5.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	No
5.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed Findings section.	

Source: Scale: 1:50,000 BGS Sheet 203

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

6. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
6.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site?				Yes		
6.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site?				Yes		
6.3 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
6.4 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
6.5 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
6.6 Are there any Source Protection Zones within 500m of the study site?				No		
6.7 River Quality						
Is there any Environment Agency information on river quality within 1500m of the study site?	No	No	No	No	No	No
6.8 Detailed River Network entries within 500m of the site	0	0	1	3	-	-
6.9 Surface water features within 250m of the study site	No	No	Yes	-	-	-

## 7. Flooding

7.1 Are there any Environment Agency indicative Zone 2 floodplains within 250m of the study site?	No
7.2 Are there any Environment Agency indicative Zone 3 floodplains within 250m of the study site?	No
7.3 Are there any Flood Defences within 250m of the study site?	No
7.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
7.5 Are there any areas used for Flood Storage within 250m of the study site?	No
7.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Negligible
7.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Not Applicable

## 8. Designated Environmentally Sensitive Sites

	on-site	0-50	51-250	251-500	501-1000	1001-2000
8.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
8.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0
8.3 Records of Local Nature Reserves (LNR)	0	0	0	0	0	0
8.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
8.5 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
8.6 Records of Ramsar sites	0	0	0	0	0	0
8.7 Records of World Heritage Sites	0	0	0	0	0	0
8.8 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
8.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
8.10 Records of National Parks	0	0	0	0	0	0
8.11 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
8.12 Records of Nitrate Vulnerable Zones	1	0	0	0	0	0
8.13 Records of Ancient Woodland	0	0	0	4	2	1

## 9. Records of HS2 Route

	On-site	0-250	250-500	500-1000	1000-2000	2000-5000
9.1 Records of HS2 Route	0	0	0	0	0	0

## 10. Additional Information

	on-site	0-50	51-250	250-500
10.1 Records of mobile phone transmitters	0	0	0	0
10.2 Records of potential sites of OfCom telecommunications masts	0	0	0	0
10.3 Records of overhead transmission lines in proximity to the study site	0	0	0	0

## 11. Natural Hazards

11.1 What is the maximum risk of natural ground subsidence?	Moderate
11.2 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
Is the property in an area where radon protection measures are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?	No radon protective measures are necessary

## 12. Mining

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12.1 Are there any Non-Coal Mining areas within 50m of the study site boundary?	No
12.2 Are there any Coal Mining areas within 50m of the study site boundary?	No
12.3 Are there any brine affected areas within 50m of the study site?	No

# Using this Report

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

## 1. Historical Industrial Sites

Provides information on past land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. Potentially Infilled Land features are also included. This search is conducted using radii of up to 250m.

## 2. Environmental Permits, Incidents and Registers

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

## 3. Landfills and Other Waste Sites

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

## 4. Current Land Uses

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

## 5. Geology

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

## 6. Hydrogeology and Hydrology

Provides information on groundwater vulnerability, soil leaching potential, abstraction licenses, Source Protection Zones (SPZ) and river quality. These searches are conducted using radii of up to 2000m.

## 7. Flooding

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

## 8. Designated Environmentally Sensitive Sites

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

## 9. HS2 Route

Details the proposed location of the London to West Midlands phase of the HS2 network. Please note this section does not detail the proposed route to link Manchester and Leeds with the network. Recommendations for a route and station options for Phase 2 are expected to be submitted to ministers in Spring 2012, with a decision on the preferred route by December 2014.

## 10 .Additional Information

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Provides information on records of mobile phone transmitters, potential sites of OfCom telecommunication masts and overhead transmission lines up to 500m.

## 11. Natural Hazards

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

## 12. Mining

Provides information on areas of coal mining, non-coal mining and brine extraction.

## 13. Contacts

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

## Note: Maps

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

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

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

# GroundSure Risk Assessment Methodology

## Framework

This report is designed to provide a basic environmental liability risk assessment for the purposes of transaction due diligence, financing arrangements and similar circumstances. The report comprises a basic risk assessment within the general principles of the source-pathway-receptor pollutant linkage model and with due regard for relevant publications issued by the Department of Environment, Food and Rural Affairs (and predecessor government departments) the British Standards Institute and the European Union.

Explicit opinion is provided with regard to potential liability for the property to be identified as "Contaminated Land" in accordance with the meaning set out in Part 2A of the Environmental Protection Act 1990. Consideration and due regard is also made of associated legislation that may lead to related statutory or third party environmental liability, including but not limited to the Water Resources Act 1991, the Water Act 2003, the Contaminated Land Regulations 2006, Environmental Permitting Regulations 2007.

This report does not contain a detailed Conceptual Site Model as required in National Planning Policy Framework (NPPF), however, it may prove highly effective in determining whether such further assessment is appropriate.

The report is based upon the information contained in subsequent dataset sections. Some datasets have been generated by and are unique to GroundSure, whilst others are provided by recognised bodies including the Environment Agency, British Geological Survey, Health Protection Agency, Local Authorities, etc. GroundSure may also have been provided with further details regarding the site by the client and / or his advisers. In the absence of such, GroundSure has made a best estimation regarding current and proposed land use. This report and the risk assessment presented is based purely upon this information.

In undertaking this report GroundSure has not, unless explicitly stated to the contrary, undertaken a site inspection, site investigation, consulted directly with the local authority with specific regard to the subject property or reviewed existing environmental reports. Whilst every effort is made to consider likely environmental liabilities on the basis of the information assessed, certain issues may only be readily discernible from physical site inspection and / or investigation.

## Source - Pathway - Receptor Definitions

Sources of contamination include:

- Historic on-site and historic off-site sources
- Current on-site and current off-site sources

Pathways comprise:

- Mechanisms facilitating "receptor" exposure to contaminative "sources"

Receptors include:

- Human health i.e. site users, adjacent site users
- Controlled Waters i.e. groundwater, surface water
- Habitats and biodiversity
- Property, buildings and infrastructure

## Risk Assessment Definitions

**Acceptable Environmental Risk:** Significant potential environmental liabilities have not been identified

**In Need of Further Assessment:** Significant potential environmental liabilities have been identified

**Is there a risk of statutory (e.g. Part 2A EPA 1990) or third party action being taken against the site?**

This response considers the risk of legal liability arising through ownership or occupation and use of the property through statutory or other third party claims.

**Does the property represent Acceptable Banking Security from an environmental risk perspective?**

Consideration is given to the suitability of the property as robust financial security for the purposes of secured lending facilities. An assumption is made here that the subject property is being considered in isolation and that normal commercial lending loan to value ratios are being considered.

GroundSure may in certain circumstances be able to make a specific lender liability assessment based on a full view of financial arrangements and hence the commercial context of the environmental risks.

**Is there a risk that the property value may be impacted due to environmental liability issues?**

This response sets out to advise whether environmental liabilities are likely to materially impact upon a standard Royal Institution of Chartered Surveyors valuation of the property necessitating further assessment.

**What is the potential for environmental risk associated with property ownership i.e. that a prudent purchaser may wish to consider further?**

**Low:** There are unlikely to be significant environmental liabilities associated with the property

**Low-Moderate:** There are unlikely to be significant environmental liabilities associated with the property with regard to the proposed use. However, minor issues may require further consideration and further assessment may be appropriate under certain circumstances e.g. redevelopment

**Moderate:** Some potential environmental liabilities are likely to reside with the property as a result of historical and / or current use. Whilst unlikely to represent an immediate significant issue, if left unchecked this position may change with time. A prudent purchaser may wish to make further enquiries of the vendor / undertake limited further due diligence / seek environmental improvements. Redevelopment of the site will likely require further, more detailed assessment.

**Moderate-High:** Some potential significant environmental liability issues have been identified at the property requiring further assessment. Should further information be available it may be possible to re-assess the risk. In the absence of sufficient further information, further assessment might comprise consultation with the environmental regulators / review of existing environmental reports / commissioning new environmental reports / consideration of environmental insurance.

**High:** Significant potential environmental liabilities have been identified at the property. Further detailed environmental due diligence will likely be required and may include review of existing environmental reports / commissioning new environmental reports including site investigations / consideration of environmental insurance / transaction restructuring.

---

# 1. Historical Industrial Sites

## 1.1 Potentially Contaminative Uses identified from Low Detail (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 250m of the search centre:** 0

---

## 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 100m of the search centre:** 0

Database searched and no data found.

---

## 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 100m of the search centre:** 6

The following records are not represented on Mapping:

Distance (m)	Direction	Use	Date
81.0	N	Electricity Substation	1985
81.0	N	Electricity Substation	1990
82.0	N	Electricity Substation	1973
84.0	N	Electricity Substation	1995
84.0	N	Electricity Substation	1995
84.0	N	Electricity Substation	1996

---

## 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 100m of the search centre:** 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 100m of the search centre:** **0**

Database searched and no data found.

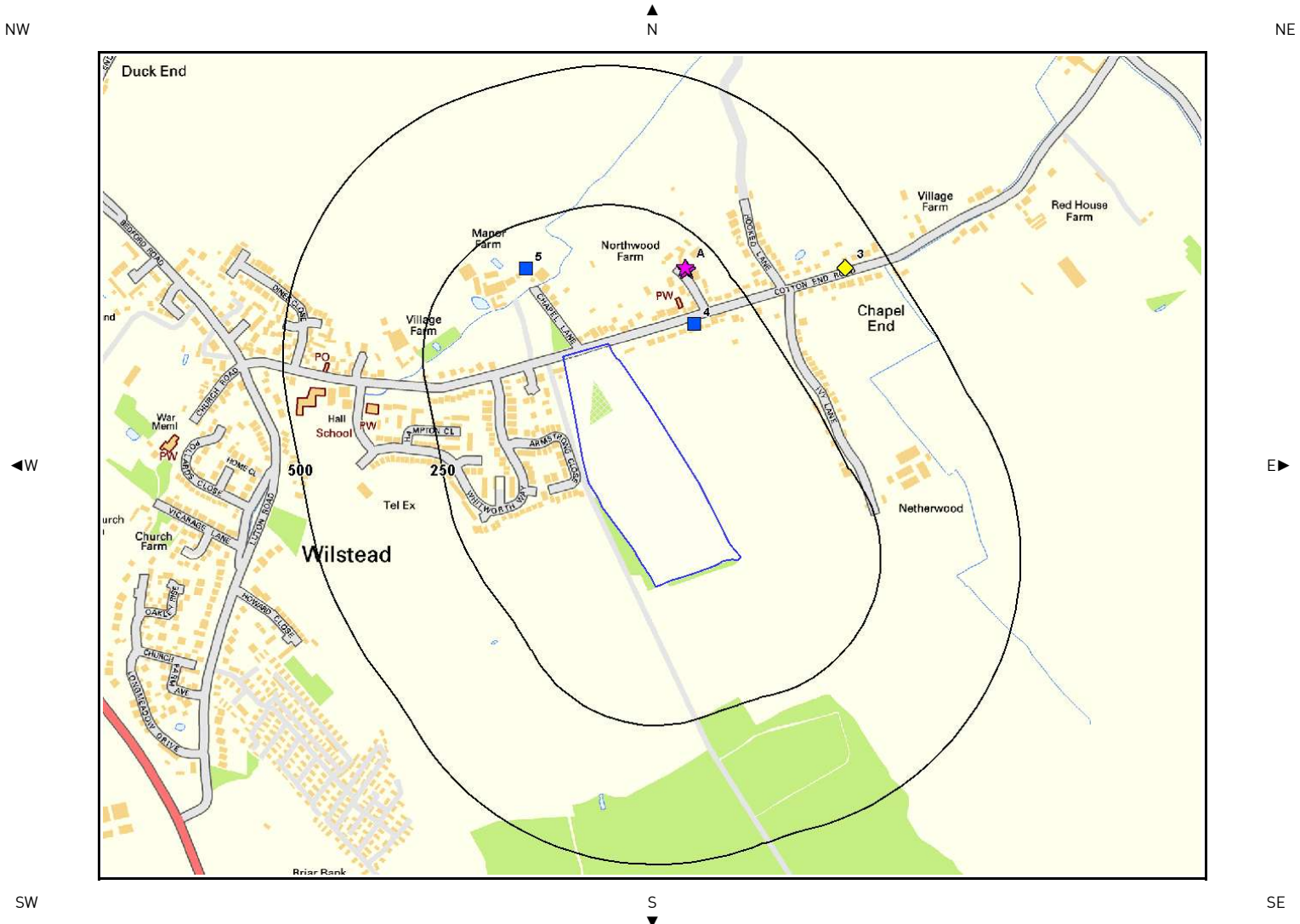
---

## 1.6 Potentially Infilled Land

**Records of Potentially Infilled Features from 1:10,000 scale mapping within 100m of the study site:** **0**



## 2. Environmental Permits, Incidents and Registers Map



Authorisations, Incidents and Registers Legend



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

## 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 following information:

**Records of historic IPC Authorisations within 500m of the study site:** **0**

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

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

Database searched and no data found.

**Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:** **1**

The following List 2 Dangerous Substance Inventory Site records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance [m]	Direction	NGR	Details
3	427.0	NE	507470, 243800	Name: The Cats Whiskers Status: Not Active Receiving Water: Na

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

Database searched and no data found.

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

Database searched and no data found.

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

2

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

ID	Distance [m]	Direction	NGR	Details
4	146.0	NE	507200, 243700	Address: Northwood Lane Ps, Wilstead, Bedford, MK45 3DD Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: AW1NF1256 Permit Version: 1 Receiving Water: Trib Elstow Brook Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 17/5/1980 Effective Date: 17/5/1980 Revocation Date: -
5	172.0	NW	506900, 243800	Address: Manor Farm, Wilstead, Bedford, MK45 3DB Effluent Type: Agriculture - Unspecified Permit Number: PR1NFG1112 Permit Version: 1 Receiving Water: Unknown Status: Pre Nra Legislation Where Issue Date < 01-sep-89 (historic Only) Issue date: 30/5/1963 Effective Date: 30/5/1963 Revocation Date: 20/2/1991

## 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

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

2

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

ID	Distance [m]	Direction	NGR	Details
1A	193.0	NE	507183, 243801	Incident Date: 02/04/2002 Incident Identification: 68096 Pollutant: Sewage Materials Pollutant Description: Crude Sewage Water Impact: Category 2 (Significant) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)
2A	193.0	NE	507187, 243797	Incident Date: 19/03/2002 Incident Identification: 64998 Pollutant: Sewage Materials Pollutant Description: Crude Sewage Water Impact: Category 3 (Minor) Land Impact: Category 4 (No Impact) Air Impact: Category 4 (No Impact)

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

0

Database searched and no data found.

## 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?**

**0**

Database searched and no data found.








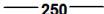
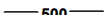
### 3. Landfill and Other Waste Sites Map



Landfill & Other Waste Sites Legend



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- |   |                          |  |                           |  |                                  |
|---|--------------------------|--|---------------------------|--|----------------------------------|
|  | Site Outline             |   | E.A. Active Landfill      |  | Historic and Planned Waste Sites |
|  | E.A. Historic Landfill   |  | E.A. Licensed Waste Site  |  |                                  |
|  | Local Authority Landfill |  | BGS / DoE Survey Landfill |  |                                  |
|  | 250                      |  |                           |  |                                  |
|  | 500                      |  |                           |  |                                  |
|   | Search Buffers (m)       |  |                           |  |                                  |



## 3. Landfill and Other Waste Sites

### 3.1 Landfill Sites

**Records from Environment Agency landfill data within 1000m of the study site:** 0

Database searched and no data found.

---

**Records of Environment Agency historic landfill sites within 1500m of the study site:** 0

Database searched and no data found.

---

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

Database searched and no data found.

---

**Records of Local Authority landfill sites within 1500m of the study site:** 0

Database searched and no data found.

### 3.2 Other Waste Sites

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

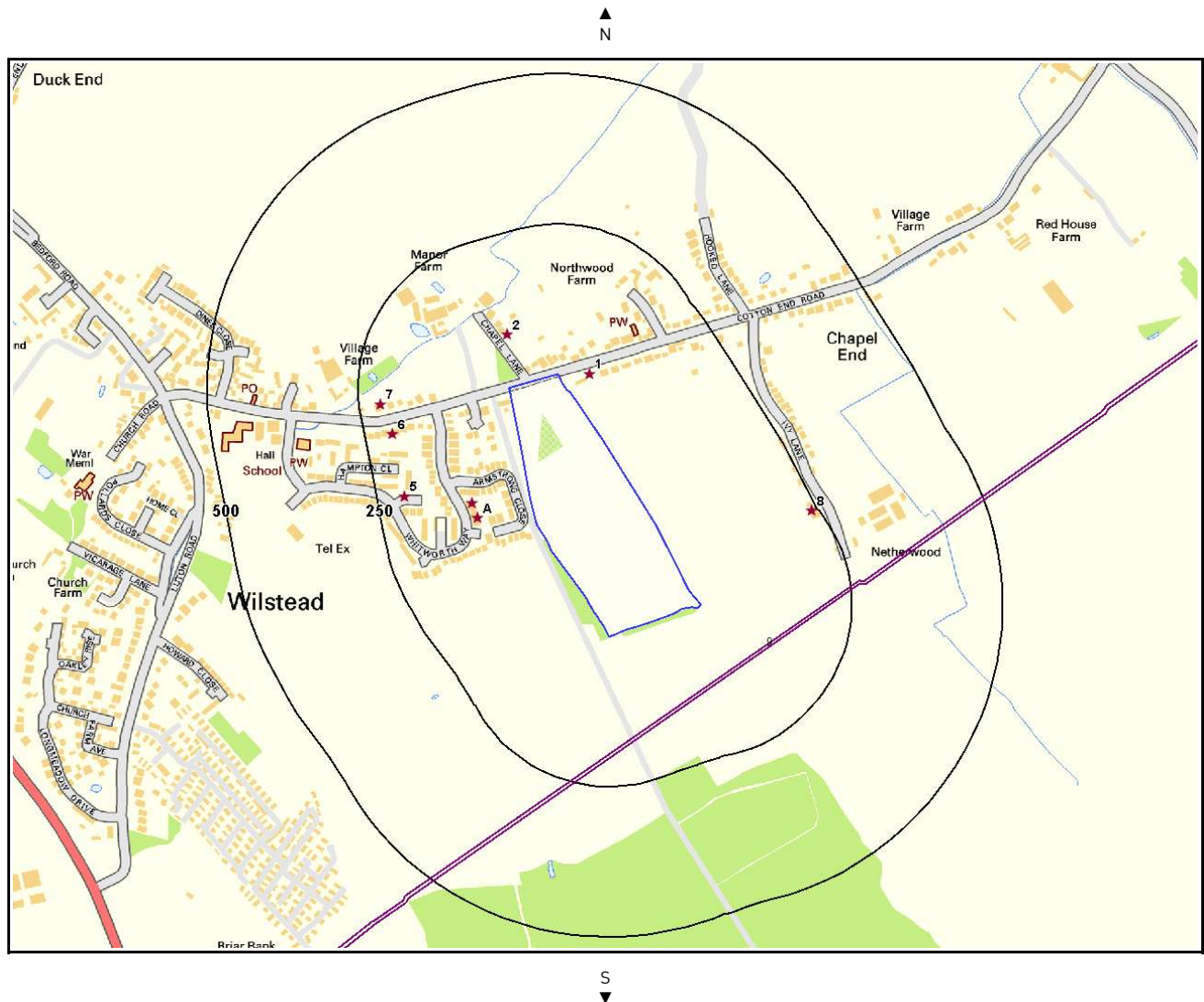
Database searched and no data found.

---

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

Database searched and no data found.





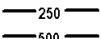

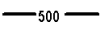
## 4. Current Land Use Map



Current Land Use Legend



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- |   |                    |   |  |
|---|--------------------|---|--|
|  | Site Outline       |  | Current Industrial Sites                       |
|  |                    |  | Petrol & Fuel Sites                            |
|  | 250                |  |  |
|  | 500                |   | Underground High Pressure Oil & Fuel Pipelines |
|   | Search Buffers (m) |   |  |

## 4. Current Land Uses

### 4.1 Current Industrial Data

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

**8**

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

ID	Distance [m]	Direction	Company	Address	Activity	Category
1	45.0	NE	Pumping Station	MK45	Water Pumping Stations	Industrial Features
2	87.0	N	Electricity Sub Station	MK45	Electrical Features	Infrastructure and Facilities
3A	94.0	W	4 Seasons Security	33, Whitworth Way, Wilstead, Bedford, MK45 3DX	Electronic Equipment	Industrial Products
4A	97.0	W	C T S Industries	27, Whitworth Way, Wilstead, Bedford, MK45 3DX	Seals, Tapes, Taps and Valves	Industrial Products
5	204.0	W	Electricity Sub Station	MK45	Electrical Features	Infrastructure and Facilities
6	205.0	W	Salvus Security Systems Ltd	28, Cotton End Road, Wilstead, Bedford, MK45 3DB	Electronic Equipment	Industrial Products
7	216.0	W	V J Wisson	85, Cotton End Road, Wilstead, Bedford, MK45 3DB	Livestock Farming	Farming
8	241.0	NE	Burrs Garage Ltd	30, Ivy Lane, Wilstead, Bedford, MK45 3DN	Vehicle Repair, Testing and Servicing	Repair and Servicing

### 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 Underground High Pressure Oil and Gas Pipelines

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

**1**

The following Underground High Pressure Oil and Gas pipeline records provided by Linewatch are represented as linear features on the Current Land Use map:

ID	Distance [m]	Direction	Address	Operator	Telephone
9	115.0	SE	GPSS, PO Box 7273, Ashby De La Zouch, LE65 2BY	GPSS Rawcliffe pipelines	0845 070 1245

## 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

Database searched and no data found.  
The database has been searched on site, including a 50m buffer.

### 5.3 Bedrock and Solid Geology

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

LEX Code	Description	Rock Type
OXF-MDST	OXFORD CLAY FORMATION	MUDSTONE

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

For more detailed geological and ground stability data please refer to the "GroundSure Geology and Ground Stability Report". Available from our website.

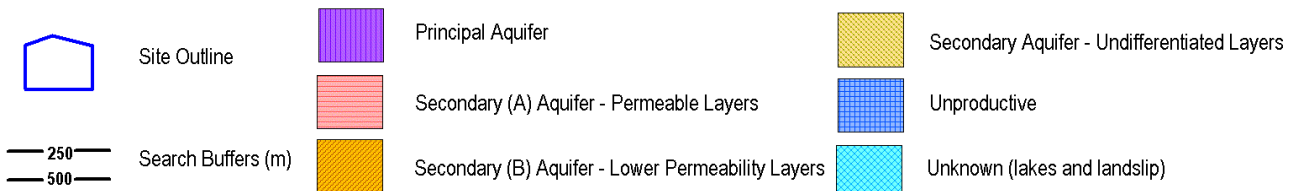
## 6a. Hydrogeology - Aquifer Within Superficial Geology



Aquifer Within Superficial Geology Legend



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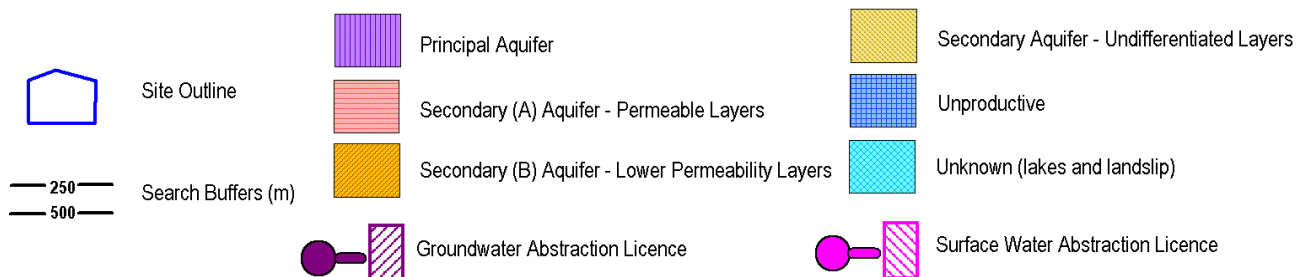
## 6b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses



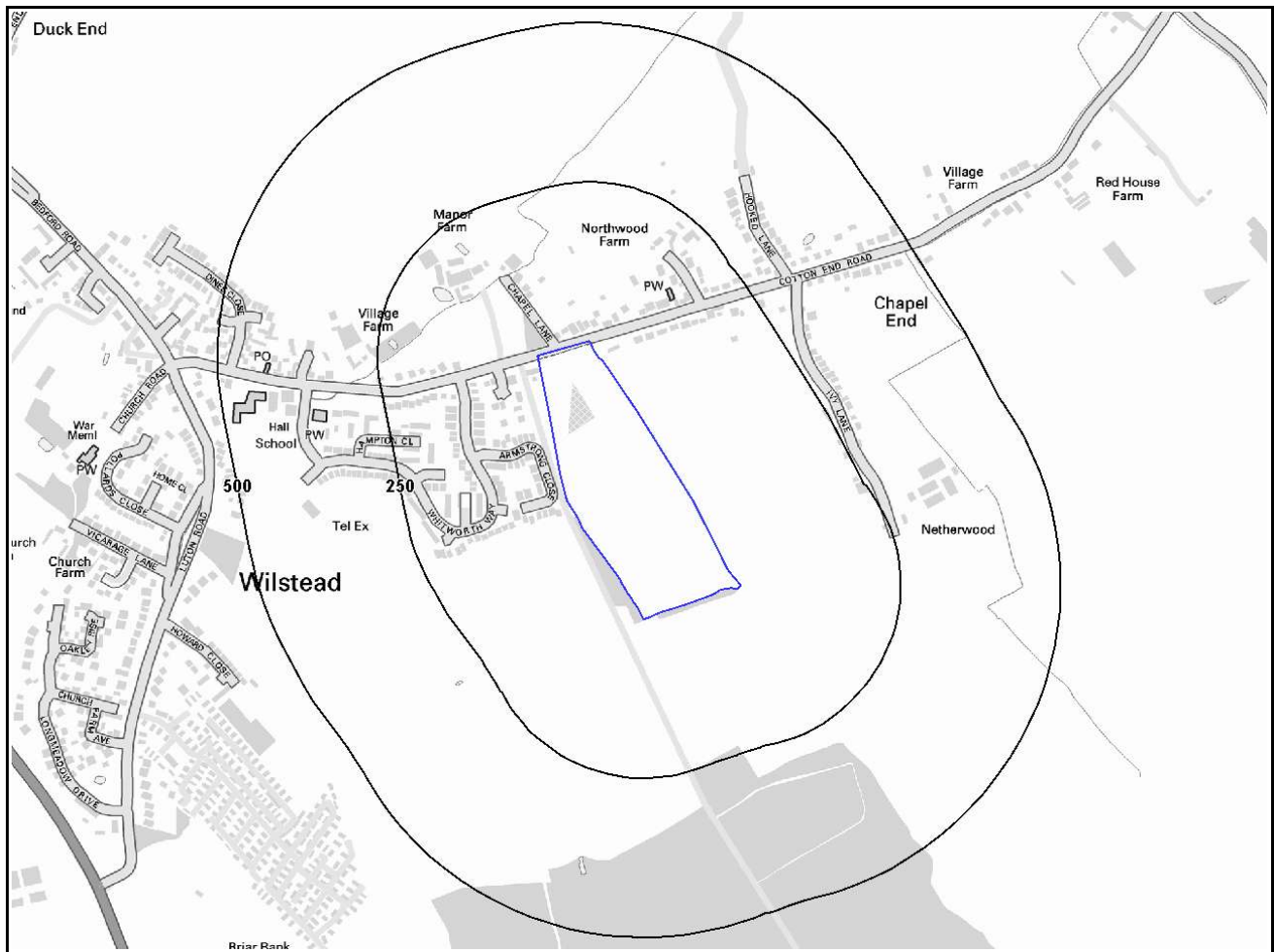
Aquifer Within Bedrock Geology Legend



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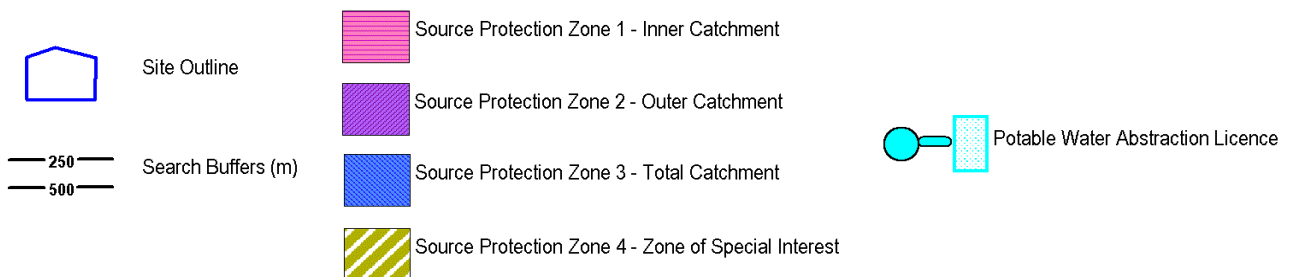
## 6c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses



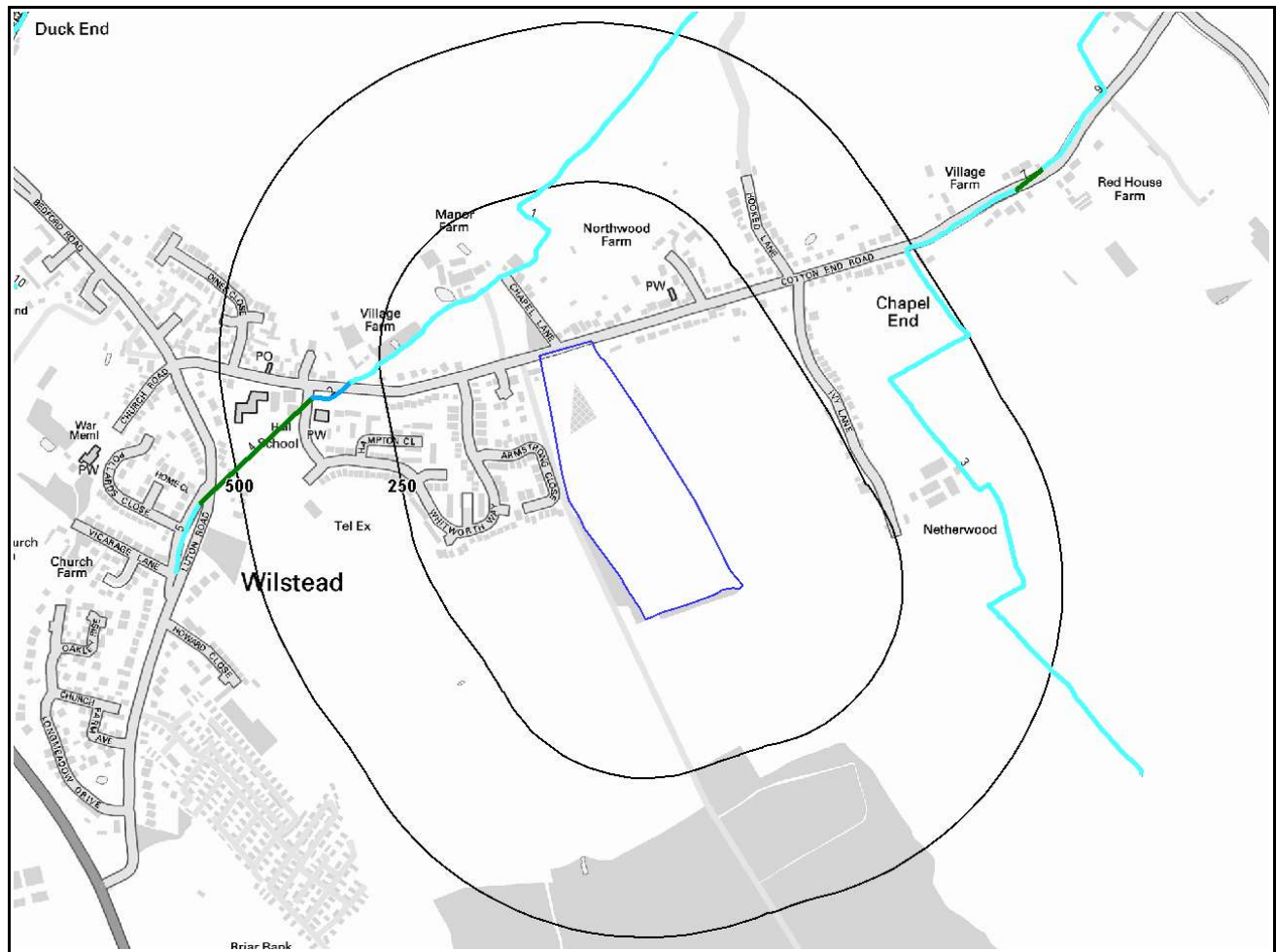
SPZ and Potable Water Abstraction Licenses  
Legend



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## 6d. Hydrology – Detailed River Network and River Quality



### Hydrology Legend



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- |  |                    |  |                                       |  |                                     |
|--|--------------------|--|---------------------------------------|--|-------------------------------------|
|  | Site Outline       |  | Primary River                         |  | Canal                               |
|  | 250                |  | Secondary River                       |  | Canal Tunnel                        |
|  | 500                |  | Tertiary River                        |  | Culvert                             |
|  | Search Buffers (m) |  | Lake/Reservoir                        |  | Multiple Channel Culvert            |
|  |                    |  | Underground River (inferred)          |  | Underground River (Potential Sewer) |
|  |                    |  | General Quality Assessment: Biology   |  | Underground River (local knowledge) |
|  |                    |  | General Quality Assessment: Chemistry |  |                                     |

## 6. Hydrogeology and Hydrology

### 6.1 Aquifer within Superficial Deposits

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

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

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

ID	Distance [m]	Direction	Designation	Description
1	159.0	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

### 6.2 Aquifer within Bedrock Deposits

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

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

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

ID	Distance [m]	Direction	Designation	Description
2	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow

### 6.3 Groundwater Abstraction Licences

**Are there any Groundwater Abstraction Licences within 1000m 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 1000m of the study site?** **No**

Database searched and no data found.

### 6.5 Potable Water Abstraction Licences

Report Reference: PIE-1359711



**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 River Quality

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

**No**

**Biological Quality:**

Database searched and no data found.

**Chemical Quality:**

Database searched and no data found.

## 6.8 Detailed River Network

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

**Yes**

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

ID	Distance	Direction	Details	
1	135.0	NW	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
2	299.0	W	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Secondary River Main River Status: Currently Undefined
3	359.0	NE	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
4	362.0	W	River Name: - Welsh River Name: - Alternative Name: -	River Type: Culvert Main River Status: Currently Undefined

## 6.9 Surface Water Features

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

**Yes**

The following surface water records are not represented on mapping:

Distance to Surface Water (m)	On-site	0-50	51-250
Surface water features within 250m of the study site	No	No	Yes

---

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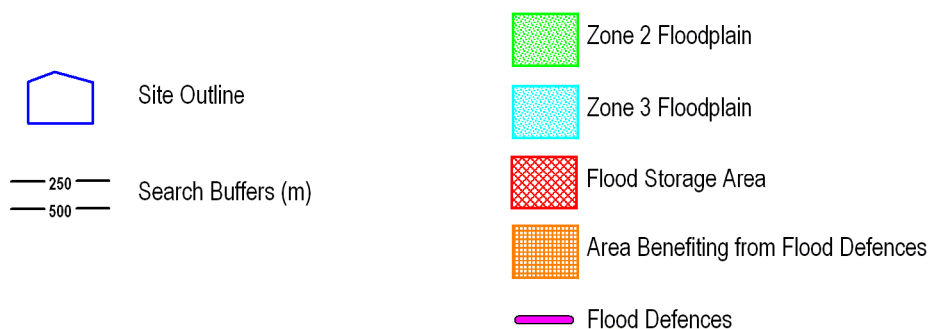
## 7. River and Tidal Flood Map



River and Tidal Flood Legend



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---

## 7. Flooding

### 7.1 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

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

**No**

Guidance: More detailed information on flooding may be available by ordering a GroundSure Floodview report. Please contact GroundSure for further details.

Database searched and no data found.

---

### 7.2 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

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

**No**

Guidance: More detailed information on flooding may be available by ordering a GroundSure Floodview report. Please contact GroundSure for further details.

Database searched and no data found.

---

### 7.3 Flood Defences

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

**No**

---

### 7.4 Areas benefiting from Flood Defences

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

**No**

Guidance: More detailed information on flooding may be available by ordering a GroundSure Floodview report. Please contact GroundSure for further details.

---

### 7.5 Areas used for Flood Storage

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

**No**

Guidance: More detailed information on flooding may be available by ordering a GroundSure Floodview report. Please contact GroundSure for further details.

---

### 7.6 Groundwater Flooding Susceptibility Areas

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

**No**

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

**Negligible**

Guidance: No guidance required.

## 7.7 Groundwater Flooding Confidence Areas

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

**Not Applicable**

### 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.

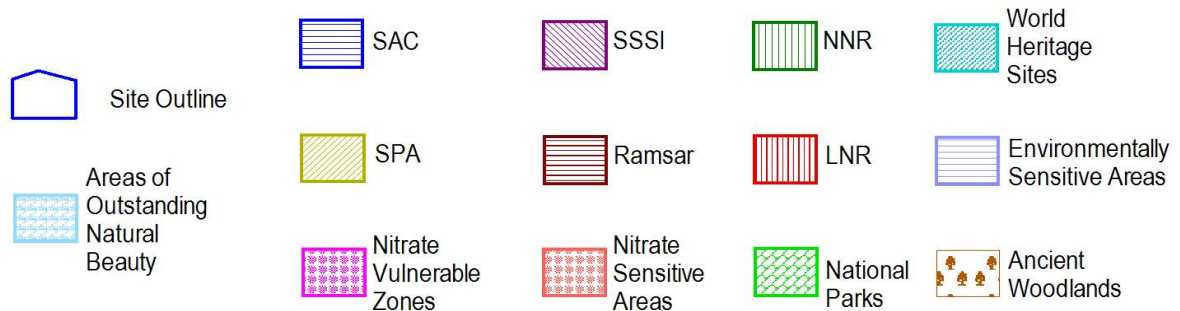
## 8. Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Legend

Mapping sourced from **Ordnance Survey**

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## 8. Designated Environmentally Sensitive Sites

<b>Presence of Designated Environmentally Sensitive Sites within 2000m of the study site:</b>	<b>Yes</b>
---	------------

<b>Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site:</b>	<b>0</b>
---	----------

Database searched and no data found.

<b>Records of National Nature Reserves (NNR) within 2000m of the study site:</b>	<b>0</b>
--	----------

Database searched and no data found.

<b>Records of Special Areas of Conservation (SAC) within 2000m of the study site:</b>	<b>0</b>
---	----------

Database searched and no data found.

<b>Records of Special Protection Areas (SPA) within 2000m of the study site:</b>	<b>0</b>
--	----------

Database searched and no data found.

<b>Records of Ramsar sites within 2000m of the study site:</b>	<b>0</b>
--	----------

Database searched and no data found.

<b>Records of Local Nature Reserves (LNR) within 2000m of the study site:</b>	<b>0</b>
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Database searched and no data found.

<b>Records of World Heritage Sites within 2000m of the study site:</b>	<b>0</b>
--	----------

Database searched and no data found.

<b>Records of Environmentally Sensitive Areas within 2000m of the study site:</b>	<b>0</b>
---	----------

Database searched and no data found.

<b>Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:</b>	<b>0</b>
--	----------

Database searched and no data found.

<b>Records of National Parks (NP) within 2000m of the study site:</b>	<b>0</b>
---	----------

Database searched and no data found.



**Records of Nitrate Sensitive Areas within 2000m of the study site:**
**0**

Database searched and no data found.

**Records of Nitrate Vulnerable Zones within 2000m of the study site:**
**1**

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

ID	Distance	Direction	NVZ Type	Data Source
1	0.0	On Site	NVZ Area	DEFRA

**Records of Ancient Woodland within 2000m of the study site:**
**7**

The following Ancient Woodland records are supplied by English Nature/Scottish Natural Heritage/Countryside Council for Wales and are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance	Direction	Ancient Woodland Name	Type
2	278.0	S	WILSHAMSTEAD WOOD	Ancient Replanted Woodland
3	280.0	S	WILSHAMSTEAD WOOD	Ancient and Semi-Natural Woodland
4	305.0	S	WILSHAMSTEAD WOOD	Ancient Replanted Woodland
5	406.0	SE	WILSHAMSTEAD WOOD	Ancient Replanted Woodland
Not shown	593.0	S	WILSHAMSTEAD WOOD	Ancient and Semi-Natural Woodland
Not shown	802.0	SE	WILSHAMSTEAD WOOD	Ancient Replanted Woodland
Not shown	1180.0	SE	ST MACUTES WOOD	Ancient and Semi-Natural Woodland

---

## 9.HS2 Route.

### 9.1 Records of HS2 Route.

Database searched and no data found within 5km.

The first phase of the HS2 (London to West Midlands) is a proposed high speed rail line linking London Euston with Birmingham. The Government confirmed on 10th January 2012 that the project is to proceed following the analysis of the results of a consultation exercise undertaken between February and July of 2011.

This report details the proposed location of the London to West Midlands phase of the network, and does not detail the proposed route to link Manchester and Leeds with the network. Recommendations for a route and station options for Phase 2 are expected to be submitted to ministers in Spring 2012, with a decision on the preferred route by December 2014.

The new trains will be up to 400m long and able to carry up to 1100 passengers. Up to 18 trains per hour will be able to use each line, and will be capable of reaching speeds up to 400 km per hour (approximately 248mph). However, the maximum operating speed is likely to be 360 km per hour (224mph).

Farmers and landholders whose land will be required for access for preliminary surveys are to receive £1,000 payments, with further payments likely to be available for compensation and mitigation measures.

## 10. Additional Information

### 10.1 Mobile Phone Transmitter Locations

GroundSure's unique mobile phone transmitter database.

**Have any mobile phone transmitters been identified within 250m of the study site?**

**No**

Database searched and no data found.

### 10.2 Existing and potential OfCom Telecommunication Mast Locations

OfCom telecommunication base station and mast data, which details the height and proposed location of masts over 30 metres in height or with a power level exceeding 17dBW.

**Have any OfCom telecommunication masts been identified within 250m of the study site?**

**No**

Database searched and no data found.

### 10.3 Pylons and Electricity Transmission Lines

**Have any overhead transmission lines or pylons been identified in proximity to the study site?**

**No**

**Database searched and no data found.**

Guidance: None required.

---



# 11. Natural Hazards Findings

## 11.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information, please obtain a GroundSure Geology and Ground Stability Report. Available from our website. The following information has been found:

### 11.1.1 Shrink Swell

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

**Moderate**

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

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

### 11.1.2 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.

### 11.1.3 Soluble Rocks

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

**Null - Negligible**

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

### 11.1.4 Compressible Ground

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

**Negligible**

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

Hazard
No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

### 11.1.5 Collapsible Rocks

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**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.

### 11.1.6 Running Sand

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

**Negligible**

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

**Hazard**

No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

\* This indicates an automatically generated 50m buffer and site.

## 11.2 Radon

**What is the maximum radon potential at the study site?**

**The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level**

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

**No radon protective measures are necessary**

Guidance: The responses given on the level of radon protective measures required are based on a joint radon potential dataset from Public Health England (PHE) and the British Geological Survey (BGS). No radon protection measures are required.

---

## 12. Mining

### 12.1 Non-Coal Mining

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

**No**

Database searched and no data found.

---

### 12.2 Coal Mining

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

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

**No**

Database searched and no data found.

---

### 12.3 Brine Affected Areas

**Are there any brine affected areas within 50m of the study site?**

**No**

Guidance: No Guidance Required.

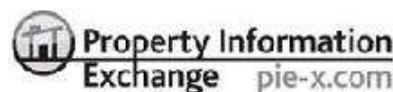
---

## 13. Contacts

### Property Information Exchange Ltd

Telephone: 08444 159000

[searches@pie-x.com](mailto:searches@pie-x.com)



### British Geological Survey (England & Wales)

Kingsley Dunham Centre

Keyworth, Nottingham NG12 5GG

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

[enquiries@bgs.ac.uk](mailto:enquiries@bgs.ac.uk)

Web: [www.bgs.ac.uk](http://www.bgs.ac.uk)

BGS Geological Hazards Reports and general geological enquiries

### Environment Agency

Tel: 08708 506 506

Central

Brampton Office - Bromholme Lane, Brampton, Huntingdon, PE28 4NE

Web: [www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

Email: [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)



### The Coal Authority Property Search Services

200 Lichfield Lane, Berry Hill,

Mansfield, Nottinghamshire, NG18 4RG

Phone: 0345 7626 848 - DX 716176 MANSFIELD 5

Email: [groundstability@coal.gov.uk](mailto:groundstability@coal.gov.uk)

Web: [www.groundstability.com](http://www.groundstability.com)



### Public Health England

Public information access office, Public Health England

Wellington House, 133-155 Waterloo Road, London, SE1 8UG

<https://www.gov.uk/government/organisations/public-health-england>

Email: [enquiries@phe.gov.uk](mailto:enquiries@phe.gov.uk)

Main switchboard: 020 7654 8000



### Ordnance Survey

Adanac Drive, Southampton

SO16 0AS

Tel: 08456 050505



### Local Authority

Authority: Bedford Borough Council

Phone: 01234 267422

Web: <http://www.bedford.gov.uk/>

Address: Borough Hall, Cauldwell Street, Bedford, MK42 9AP

### Get Mapping PLC

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

Tel: 01252 845444



### CoPSO

The Old Rectory, Church Lane, Thornby, Northants NN6 8SN

Tel: 0871 4237191

([www.copso.org.uk](http://www.copso.org.uk))

Acknowledgements

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

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



Report Reference: PIE-1359711



## **Search Code**

### **IMPORTANT CONSUMER PROTECTION INFORMATION**

This search has been produced by GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.groundsure.com](mailto:info@4C.groundsure.com) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search 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 Search 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 products and services comply with industry registration rules and standards and relevant laws
- 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  
Wiltshire SP1 2BP  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

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## COMPLAINTS PROCEDURE

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.

Complaints should be sent to: Operations Director, GroundSure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@4C.groundsure.com](mailto:info@4C.groundsure.com)

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](mailto:admin@tpos.co.uk).

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

# Standard Terms and Conditions

## 1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 3 The Client's obligations

3.1 The 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

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

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

- (i) the Beneficiary,
- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
- (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.

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

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

## 5 Fees and Disbursements

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

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

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

## 6 Intellectual Property and Confidentiality

6.1 Subject to

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

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

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

6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:

- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that

those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

- (i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 GroundSure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.

7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

## 8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services,

GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

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

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

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

10.1 Upon termination of the Contract:

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

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

### **12 General**

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be

valid unless signed by an authorised representative of GroundSure.

12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Third Party Data Providers;

(viii) changes in law; or

(ix) any other reason beyond GroundSure's reasonable control.

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

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

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

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

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

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

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

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

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

# **Appendix 1**

## **Good Agricultural and Environmental Conditions (GAECs) and Statutory Management Requirements (SMRs)**

## **Good Agricultural and Environmental Conditions (GAECs)**

### **Soil Protection Review (SPR)**

**(GAEC 1)**

The aim of these rules is to maintain soil structure and organic matter, and to prevent erosion, compaction and damage to landscape features.

### **Environmental Impact Assessment (EIA)**

**(GAEC 5)**

The aim of these rules is to take into account the environmental importance of uncultivated land and semi-natural areas and also the impact of forestry-related projects.

### **Sites of Special Scientific Interest (SSSIs)**

**(GAEC 6)**

The aim of these rules is to help protect, manage and maintain Sites of Special Scientific Interest (SSSIs) because they are important for rare species, habitats, geology and landscapes.

### **Scheduled monuments**

**(GAEC 7)**

The aim of these rules is to help preserve scheduled monuments because they are important landscape features.

### **Public rights of way**

**(GAEC 8)**

The aim of these rules is to keep public rights of way open and accessible because they are important landscape features.

### **Overgrazing and unsuitable supplementary feeding**

**(GAEC 9)**

The aim of these rules is to help protect important habitats that contain natural or semi-natural vegetation by preventing overgrazing and unsuitable supplementary feeding.

### **Heather and grass burning**

**(GAEC 10)**

The aim of these rules is to maintain moorland and heathland landscapes and habitats.

### **Control of weeds**

**(GAEC 11)**

The aim of these rules is to control the spread of specified invasive non-native weeds and injurious weeds that can damage habitats, agricultural land and in some cases can pose a risk to the welfare of horses and other grazing animals and to people.

### **Agricultural land which is not in agricultural production**

**(GAEC 12)**

The aim of these rules is to avoid encroachment of unwanted vegetation, to protect habitats and to maintain land not in production in good agricultural and environmental condition.

### **Stone walls**

**(GAEC 13)**

The aim of these rules is to encourage the retention of stone walls because they are an important landscape feature.

### **Protection of hedgerows and watercourses**

**(GAEC 14)**

The aim of these rules is to protect sensitive field boundaries and their associated habitats. They apply to you if you have hedgerows or watercourses on, or adjoining, your land.

### **Hedgerows**

**(GAEC 15)**

The aim of these rules is to protect the habitat, particularly for nesting birds, as well as the landscape feature provided by hedgerows. They apply to hedgerows growing in, or adjacent to, any of your land.

### **Felling of trees**

**(GAEC 16)**

The aim of these rules is to protect trees because they are important habitat and landscape features.

### **Tree Preservation Orders (TPOs)**

**(GAEC 17)**

The aim of these rules is to protect trees because they are important landscape features.

### **Water abstraction**

**(GAEC 18)**

The aim of these rules is to protect water resources by licensing abstraction of water for irrigation. They apply to you if you abstract more than 20 cubic metres (4,400 gallons) of water in a period of 24 hours from inland water (such as a river or stream) or an underground source (such as a well or borehole) for irrigation.

### **No spread zones**

**(GAEC 19)**

The aim of these rules is to protect water against pollution and run-off from agricultural sources.

## **Statutory Management Requirements (SMRs)**

### **Wild birds**

**(SMR 1)**

The aim of these rules is to protect wild birds, their eggs and nests. They apply to all wild birds. Extra rules apply if you have land designated as a Special Protection Area (SPA).

### **Groundwater**

**(SMR 2)**

The aim of these rules is to protect groundwater by controlling the discharge of potentially harmful and polluting substances.

### **Sewage sludge**

**(SMR 3)**

The aim of these rules is to make sure that when sewage sludge is used in agriculture there is no risk to human, animal or plant health and no harmful effects on soil.

### **Nitrate Vulnerable Zones (NVZs)**

**(SMR 4)**

The aim of these rules is to reduce the pollution of waters caused by nitrates from agricultural sources and to prevent such pollution occurring in the future.

### **Habitats and species**

**(SMR 5)**

SMR 5 aims to protect species of flora and fauna. It prohibits the deliberate picking, collecting, cutting, uprooting or destruction of a wild plant of a 'European protected species'. In addition, if any of your land is designated as a Special Area of Conservation (SAC), you will have to apply to Natural England in writing for a licence or consent before carrying out a specified operation.

### **Pig identification and registration**

**(SMR 6)**

The aim of these rules is to reduce the risk of pig diseases spreading, by controlling movements and improving traceability.

### **Cattle identification and registration**

**(SMR 7)**

The aim of these rules is to maintain a system for the identification and registration of cattle to make possible their traceability, in particular in the event of a disease outbreak.

### **Sheep and goats identification**

**(SMR 8)**

The aim of these rules is to maintain a system for the identification and registration of sheep and goats to make possible their traceability, in particular in the event of a disease outbreak.

### **Restrictions on the use of plant protection products (PPPs)**

**(SMR 9)**

The aim of these rules is to make sure that plant protection products are used correctly and to minimise their risk to humans, animals and the environment.

### **Restrictions on the use of substances having hormonal or thyrostatic action and beta-agonists in farm animals**

**(SMR 10)**

The aim of these rules is to stop the illegal use in stock farming of substances that have a hormonal or thyrostatic action and beta-agonists, and to prevent the residues that these substances leave in meat and other foodstuffs from entering the human or animal food chain.

### **Food and feed law**

**(SMR 11)**

The aim of these rules is to make sure that the production of food for human consumption and food or feed that is fed to food producing animals is safe.

### **Prevention and control of transmissible spongiform encephalopathies (TSEs)**

**(SMR 12)**

The aim of these rules is to minimise the risk posed to human and animal health by certain transmissible spongiform encephalopathies (TSEs).

### **Control of foot and mouth disease, certain animal diseases and bluetongue**

**(SMRs 13, 14, 15)**

The aim of these rules is to control and eradicate foot and mouth disease, certain animal diseases and bluetongue. Other diseases controlled include rinderpest, peste des petits ruminants, swine vesicular disease, epizootic haemorrhagic virus disease of deer, sheep and goat pox (capripox), vesicular stomatitis, African swine fever, lumpy skin disease, rift valley fever.

### **Welfare of calves**

**(SMR 16)**

The aim of these rules is to protect the welfare of calves by setting minimum standards for their care and husbandry. These rules apply as well as the rules for the welfare of farmed animals (SMR 18).

### **Welfare of pigs**

**(SMR 17)**

The aim of these rules is to protect the welfare of pigs by setting minimum standards for their care and husbandry. These rules apply as well as the rules for the welfare of farmed animals (SMR 18).

### **Animal welfare**

**(SMR 18)**

The aim of these rules is to protect the welfare of farmed animals by setting minimum standards for their care and husbandry. They apply to any species kept for farming purposes