

## APPENDIX IV



# sitescope

## Environmental Search

**Commercial Property at**  
Toys R Us Botley Road  
Oxford  
OX2 0HA  
Grid Reference: 449134E 206231N

**Requested by**  
Corsair Limited  
Edwinstowe House  
High St  
Edwinstowe  
MANSFIELD  
Nottinghamshire  
NG21 9PR

Search No: 796268

Your Reference: 03-276.01

Thursday, August 21, 2003

The Sitescope service is provided by Sitescope Limited - a leading UK provider of property and environmental risk information to lawyers, banks, surveyors, insurance companies, engineers and other property professionals.

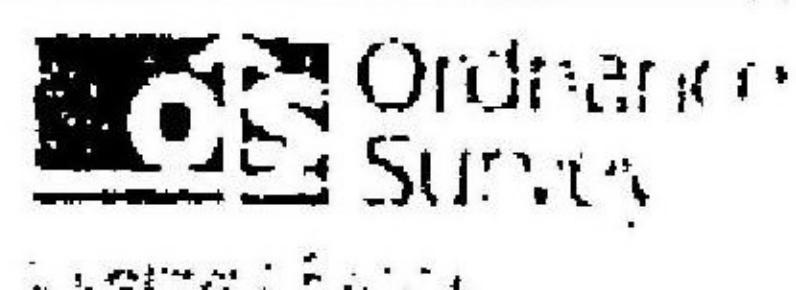
Sitescope is a value added reseller for



ENVIRONMENT  
AGENCY



British  
Geological Survey



## Introduction

The sitescope environmental search on commercial property is a due-diligence report designed to provide a cost-effective environmental overview in commercial property transactions. The report is designed to be used by lawyers and other property professionals.

The report is designed to present information in a non technical question and answer format and covers a search area of 1000m. The report covers the following six key areas;

### **Section A - Enquiries of Statutory Registers**

This section of the report sets out information from statutory registers kept by the Environment Agency, local authorities and the Health and Safety Executive. It identifies any nearby industrial processes or installations which might have an environmental impact on the property.

The key areas covered are the existence of landfill and waste management sites, industrial processes regulated by the Environment Agency, the storage of hazardous substances, discharges to air, and industrial installations regulated by the Health and Safety Executive under NIHHS and COMAH Regulations.

### **Section B - Enquiries Concerning Site History**

This section of the report seeks to identify both past and present industrial land use. Its purpose is to identify any land which may have been put to a potentially contaminative use.

### **Section C - Enquiries Concerning Groundwater and River Quality**

This section of the report sets out the sensitivity of the groundwater and river quality within 1000m.

### **Section D - Enquiries Concerning Environmental Setting**

This section of the report sets out the environmental setting in which the site is located by identifying environmentally sensitive targets within 1000m.

### **Section E - Enquiries Concerning Land Instability**

This section concerns coal mining, natural subsidence and mineral extraction, which are the principal cause of insurance claims. It is designed to highlight land instability issues which may affect the value or enjoyment of the property.

### **Section F - Enquiries Concerning Natural Perils**

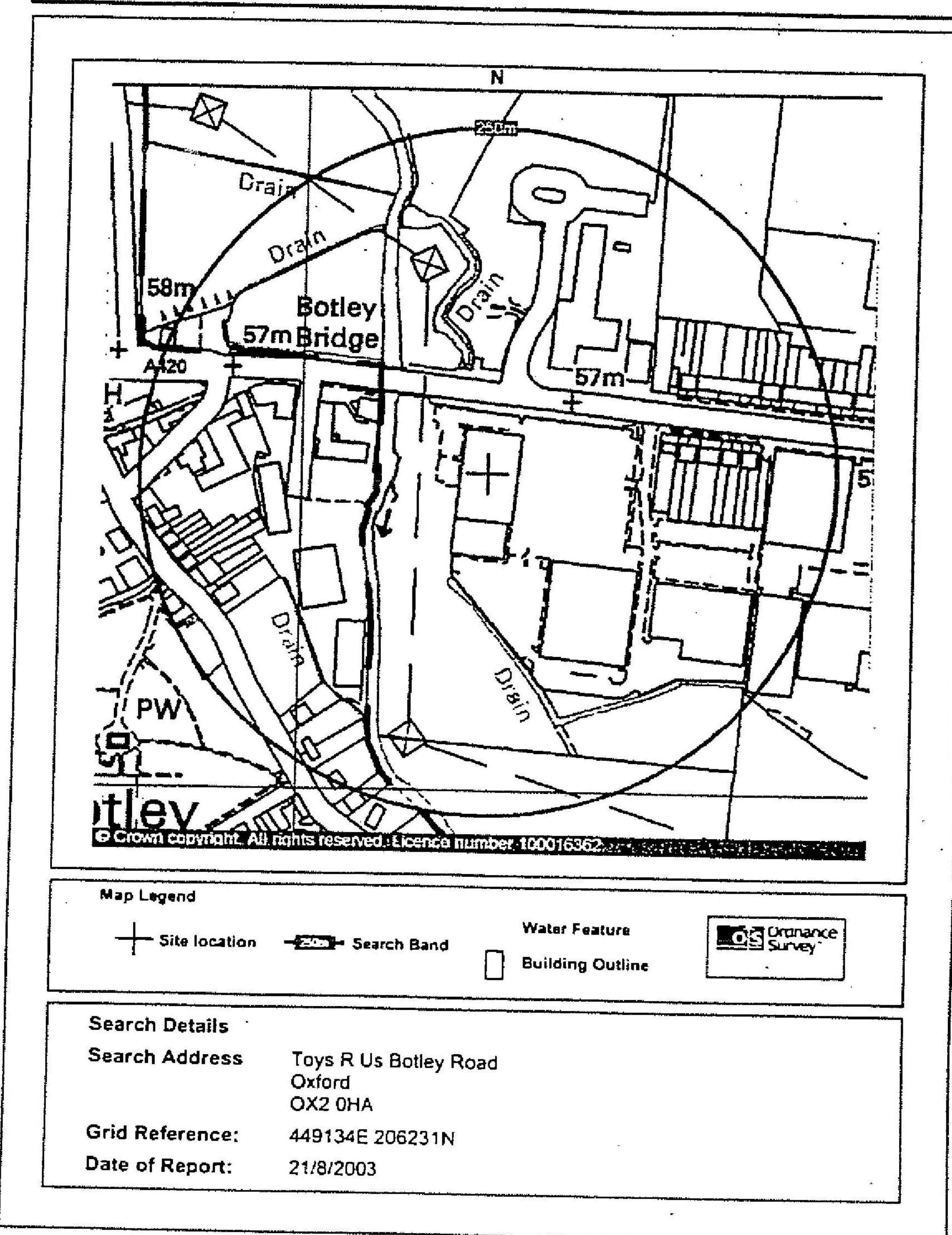
This section concerns flooding and radon.

The initial Summary section of the report presents enquiries in a familiar and easy-to-understand question and answer format. Where a reply to an enquiry is Yes, further details are given for each question in the Additional Information section of the report.

Unless otherwise stated in the enquiry, the answers cover three search bands, 0-250 metres, 250-500 metres and 500-1000 metres from the property. Contact details for the data providers are given in the Contacts section of this report.

#### **Headnotes**

- (1) (1) The report should only be used in connection with one parcel of land (for the purpose of defining a single parcel of land Rule 2(2) of the Local Land Charges Act 1997 is used). The report is based on the address and grid reference shown on the cover of this report and the replies are given in reliance on the accuracy and completeness of this information.
- (2) The report is supplied subject to standard terms and conditions.
- (3) The search is based on a UK National Grid Reference for the property postcode as determined by the Ordnance Survey Code-Point product. This grid reference represents the centre of the search area and is the point from which all search distances are calculated. The grid reference used is shown on the cover of this report.
- (4) The information in the report is supplied under licence to Sitescope Limited from various sources including: Environment Agency, British Geological Survey and Ordnance Survey.
- (5) This report is a search of statutory and non statutory sources of information which does not include any on site survey or inspection of the property or its environs. Accordingly the report cannot in any way provide information as to the actual state of the property or land.
- (6) The replies in this report are based on information currently supplied to Sitescope Limited by its data providers. Sitescope cannot guarantee the accuracy or the completeness of any information supplied to it by its data providers.



**Section A - Enquiries of Statutory Registers**

<b>Enquiry</b>	<b>Reply</b>					
<b>LANDFILL AND WASTE</b>						
<b>Landfill Sites</b>						
A.1 Are there any landfill sites licensed by the Environment Agency under Part II of Environmental Protection Act 1990	0-250m No	250-500m No	500-1000m No			
<b>Scrapyards</b>						
A.2 Are there any scrapyards licensed by the Environment Agency under Part II of Environmental Protection Act 1990	0-250m No	250-500m No	500-1000m No			
<b>Waste Treatment and Disposal</b>						
A.3 Are there any other sites licensed by the Environment Agency under Part II of Environmental Protection Act 1990 to treat, keep, or dispose of controlled waste	0-250m No	250-500m No	500-1000m No			
<b>REGULATED INDUSTRIES</b>						
<b>IPC and IPPC Regulations</b>						
A.4 Are there sites authorised by the Environment Agency under Part I of the Environmental Protection Act 1990 to carry out processes subject to Integrated Pollution Control (IPC) and/or Integrated Pollution Prevention and Control (IPPC)	0-250m No	250-500m No	500-1000m No			
<b>Keeping of Radioactive Substances</b>						
A.5 Are there any sites registered by Environment Agency under the Radioactive Substances Act 1993 to keep or use radioactive materials	0-250m No	250-500m No	500-1000m No			
<b>Storage of Hazardous Substances</b>						
A.6 Are there any sites subject to hazardous substances consents granted by the relevant local authority under the Planning (Hazardous Substances) Act 1990	0-250m No	250-500m No	500-1000m No			
<b>Storage of Dangerous Substances</b>						
A.7 Are there any sites regulated by the Health and Safety Executive for storing specific dangerous substances under the NIHHS Regulations 1982	0-250m No	250-500m No	500-1000m No			
<b>Control of Major Accident Hazards</b>						
A.8 Are there any sites regulated by the Health and Safety Executive under the Control of Major Accident Hazards (COMAH) Regulations 1999	0-250m No	250-500m No	500-1000m No			

**AIR****Emissions to Air**

		0-250m	250-500m	500-1000m
A.9	Are there any sites subject to local air pollution control (LAAPC) under Part I of the Environmental Protection Act 1990	No Coverage	No Coverage	No Coverage

**WATER ABSTRACTION AND DISCHARGES****Abstraction Licences**

		0-250m	250-500m	500-1000m
A.10	Details of abstraction licences issued by the Environment Agency in accordance with the Water Resources Act 1991 (as amended or prescribed by Statutory Instrument or other notice)	No	No	No

**Discharges to Water**

		0-250m	250-500m	500-1000m
A.11	Are there any authorisations issued by the Environment Agency (and its predecessor, the National Rivers Authority) to discharges to the watercourse from non-IPC processes in accordance with the Water Resources Act 1991 (as amended or prescribed by Statutory Instrument or other notice)	Yes	Yes	Yes

Please refer to the Additional Information section for details of records found.

**Footnotes:**

Question A.1 The boundaries for current landfill sites have been digitised by the Environment Agency and have a precision of 5 metres. The boundaries of older Landfill Sites have been digitised by Sitescope. Because the records are older they generally have a precision of 25m. Where because of the age of the landfill we have not been able to precisely locate the extent of the landfill site we have created a 200m buffer around the grid reference assigned by the Environment Agency.

Question A.6 The response to this question is based on data supplied by the Department of Environment Transport and the Regions which has been collected by Local Planning Authorities

Question A.10 The response to this question is based on details of abstraction licences issued by the Environment Agency (and its predecessor, the National Rivers Authority)

Question A.11 The response to this question is based on details of consents issued by the Environment Agency (and its predecessor, the National Rivers Authority) to discharges to the watercourse from non-IPC processes

Questions A.1, A.2, A.3, A.4, A.5, A.10, A.11 This data has been supplied by the Environment Agency. Where records are deemed to be inaccurate or incomplete Sitescope Ltd has updated them accordingly

**Section 8 - Enquiries Concerning Site History**

Enquiry	Reply
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**INDUSTRIAL LAND USE****Past Industrial Land Use**

- B.1 Are there any industrial sites (indicating potentially contaminative land use) shown on historical Ordnance Survey maps

0-250m	250-500m	500-1000m
Yes	Yes	N/A

Please refer to the Additional Information section for details of records found.

**Current Industrial Land Use**

- B.2 Are there any industrial sites (indicating potentially contaminative land use) in Trade Listings

0-250m	250-500m	500-1000m
No	Yes	N/A

Please refer to the Additional Information section for details of records found.

**Footnotes:**

Question B 1 The response to this question is based on Historical Industrial Land Use data which are the result of a systematic analysis of Ordnance Survey maps dating from the 1880s, as well as more recent editions of the Ordnance Survey National Grid Series.

Evidence of past contamination is drawn from at least 4, and up to 6 historic map editions. The first of these editions will be the earliest County Series maps, which date from between 1860 and 1890 and are to a scale of 1:10,560. The second edition of County Series maps dates from circa 1900, and the third circa 1930.

Question B 2 The replies to this question are based on industrial uses identified from the 1995 Ratings List compiled by the Valuation Office Agency (VOA), as supplied by the VOA to local authorities responsible for the billing and collection of business rates ("Billing Authorities")

**Section C - Groundwater and River Quality****Enquiry****Reply****GROUNDWATER AND RIVER QUALITY****Groundwater Vulnerability**

C.1	What is the Groundwater Vulnerability designation	0-250m Minor Aquifer	250-500m Minor Aquifer	500-1000m Minor Aquifer
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Please refer to the Additional Information section for details of records found.

**Protected Water Source**

C.2	Is the property near a protected water source?	0-250m No	250-500m No	500-1000m No
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**Source Protection Zones**

C.3	Is the property in an area of concern around a protected water source?	0-250m No	250-500m No	500-1000m No
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**River Quality**

C.4	Is there a river or designated water course where the quality of the water is monitored by the Environment Agency	0-250m No	250-500m No	500-1000m No
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**Footnotes:**

Question C.1 Details taken from National Rivers Authority 1:100,000 mapping, as digitised for the Environment Agency. The information is supplied to Sitescope by the Environment Agency in accordance with its licenced data reseller agreement.

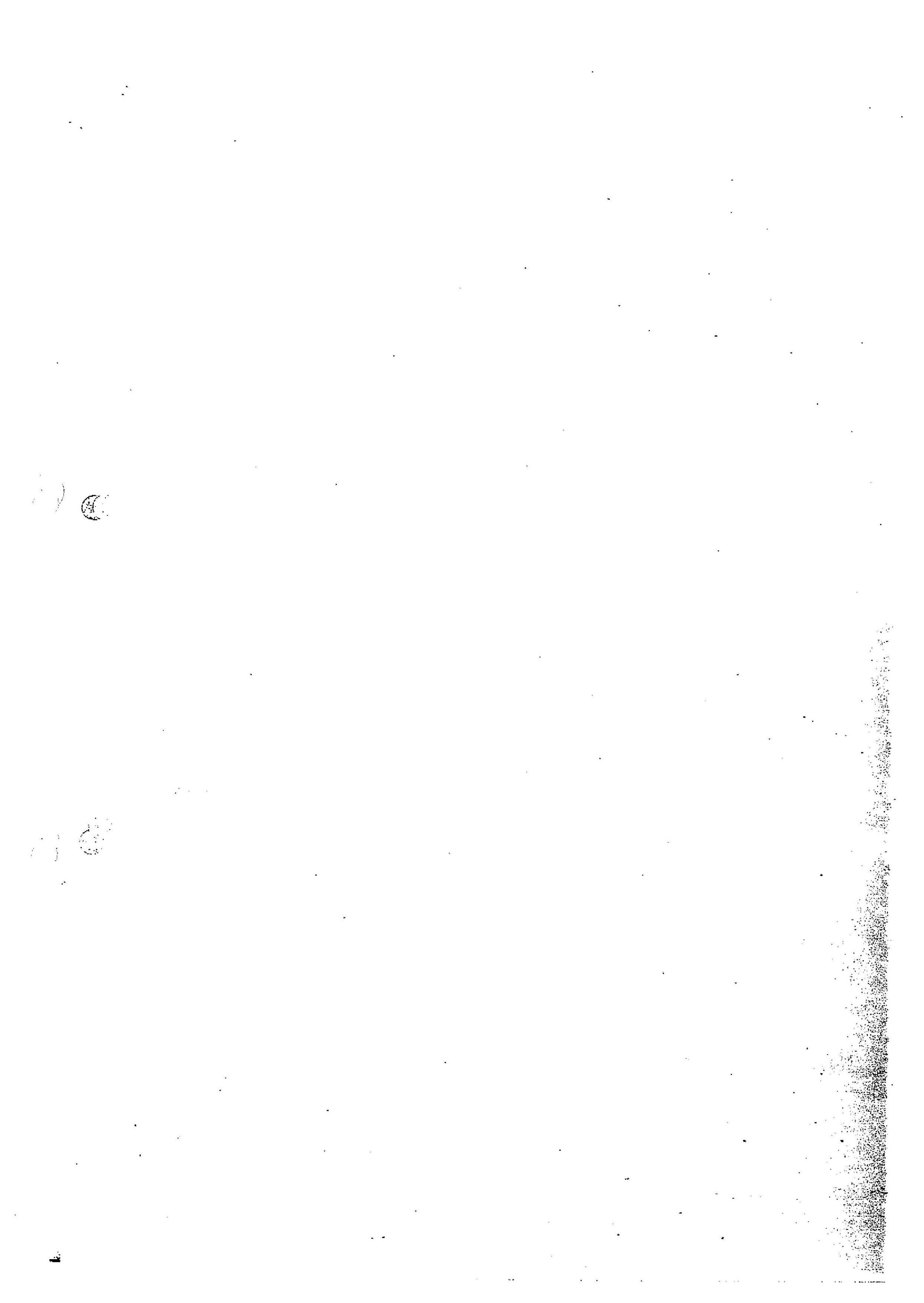
Question C.2 These groundwater sources include private wells and boreholes that supply water fit for human consumption.

Question C.3 Source Protection Zones relate to groundwater flow below the water table and measure the likely travel time of pollutants which could impact on a groundwater source, as determined by the Environment Agency.

Question C.4 The General Quality Assessment scheme (GQA) is the Environment Agency's national method for classifying water quality in rivers and canals. The Chemistry GQA scheme has over 7,000 sampling sites which provide information for approximately 40,000 km of watercourses.

**Section D - Enquiries Concerning Environmental Setting**

<b>Enquiry</b>	<b>Reply</b>					
<b>ENVIRONMENTALLY SENSITIVE AREAS</b>						
<b>Nitrate Sensitive Areas</b>						
D.1 Are there any areas where sources of public drinking water contain high nitrate concentrations (Nitrate Sensitive Areas) or where the Department for Environment, Food and Rural Affairs (DEFRA) has imposed mandatory requirements from 1999 (Nitrate Vulnerable Zones)	0-250m No	250-500m No	500-1000m No			
<b>Sites of Special Scientific Interest</b>						
D.2 Are there any sites notified as Sites of Special Scientific Interest under section 28 of the Wildlife and Countryside Act 1981	0-250m No	250-500m No	500-1000m Yes			
No further details available						
<b>Special Areas of Conservation</b>						
D.3 Are there any sites nominated for designation as Special Areas of Conservation under the Conservation (Natural Habitats, etc.) Regulations 1994	0-250m No	250-500m No	500-1000m No			
<b>Special Protection Areas</b>						
D.4 Are there any sites nominated for designation as Special Protection Areas under the European Communities Council Directive (79/409/EEC) on the Conservation of Wild Birds	0-250m No	250-500m No	500-1000m No			
<b>Environmentally Sensitive Areas</b>						
D.5 Are there any areas of high environmental value designated by the Department for Environment, Food and Rural Affairs (DEFRA) within which farmers are encouraged to respect the environment by the adoption of certain agricultural practices	0-250m Yes	250-500m Yes	500-1000m Yes			
No further details available						
<b>Areas of Outstanding Natural Beauty</b>						
D.6 Are there any areas designated as Areas of Outstanding Natural Beauty under the National Parks and Access to the Countryside Act 1949	0-250m No	250-500m No	500-1000m No			
<b>National Parks</b>						
D.7 Are there any National Parks designated under the National Parks and Access to Countryside Act 1949	0-250m No	250-500m No	500-1000m No			



**National Nature Reserves**

D.8	Are there any sites designated as National Nature Reserves under Section 19 of the National Parks and Access to the Countryside Act 1949 or Section 35 of the Wildlife and Countryside Act 1981	0-250m No	250-500m No	500-1000m No
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**RAMSAR Sites**

D.9	Are there any sites designated as Ramsar Sites in accordance with the Convention on Wetlands of International Importance, Especially as Waterfowl Habitat (commonly referred to as the Ramsar Convention)	0-250m No	250-500m No	500-1000m No
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**Section E - Enquiries Concerning Land Instability**

Enquiry	Reply
<b>SUBSIDENCE</b>	
<b>Natural Subsidence Risk</b>	
E.1 What is the risk to the property from natural subsidence?	
	<b>There is a low risk of foundation damage to properties from natural subsidence hazards.</b>
	Please refer to the Additional Information section for full details of how natural subsidence hazard is broken down into its component hazards, namely swelling clay, landslip, gulls & cambering, ground dissolution and compressible ground. These are described below. Each hazard is rated here according to its contribution to the overall level of hazard in the postcode.
<b>MINING AND MINERAL EXTRACTION</b>	
<b>Shallow Mining</b>	
E.2 What is the risk to the property from shallow mining?	<b>The risk of shallow mining is assessed to be very low.</b>
	Where the risk is moderate or above this does not necessarily mean that there is any risk of foundation damage as this also depends on the type of mining and the type of property involved. However we would recommend that specific advice is commissioned from a qualified member of the RICS.
<b>Coal Mining Areas</b>	
E.3 Is the property in a coal mining area or in an area (without past or present, deep or open-cast, coal mining activity) in which coal bearing strata are known or expected to be present?	<b>No</b>
<b>Mineral Extraction and Quarrying</b>	
E.4 Are there sites where quarrying or mineral extraction activity is currently being carried out?	<b>0-250m      250-500m      500-1000m</b> No                  No                  No

**Footnotes:**

Question E.1 This assessment is based on postcode level hazard information supplied by the BGS. A postcode unit contains on average 15 properties.

Question E.2 This assessment is based on information supplied by the BGS and takes into account many types of mining in addition to coal such as limestone or lime-stone extraction. Shallow mine workings less than 40 metres below the ground surface are considered to cause a particular subsidence hazard as they can sometimes produce potentially damaging surface collapses. This assessment takes into account many types of mining in addition to coal such as limestone or lime-stone extraction. The shallow mining search does not take into account deeper mining, which can be assessed through a Coal Authority mining search described at E.3.

Question E.3 The reply to this question is based upon 1 km<sup>2</sup> square areas.

Question E.4 The reply to this question is based upon the BGS compilation of mines, quarries and mineral sites occurring commercially in England and Wales since 1993. The original data was compiled by BGS in 1993-94 primarily from BGS records and then information supplied by local authorities, industry sources and the Environment Office Agency.

**Section F - Enquiries Concerning Natural Perils**

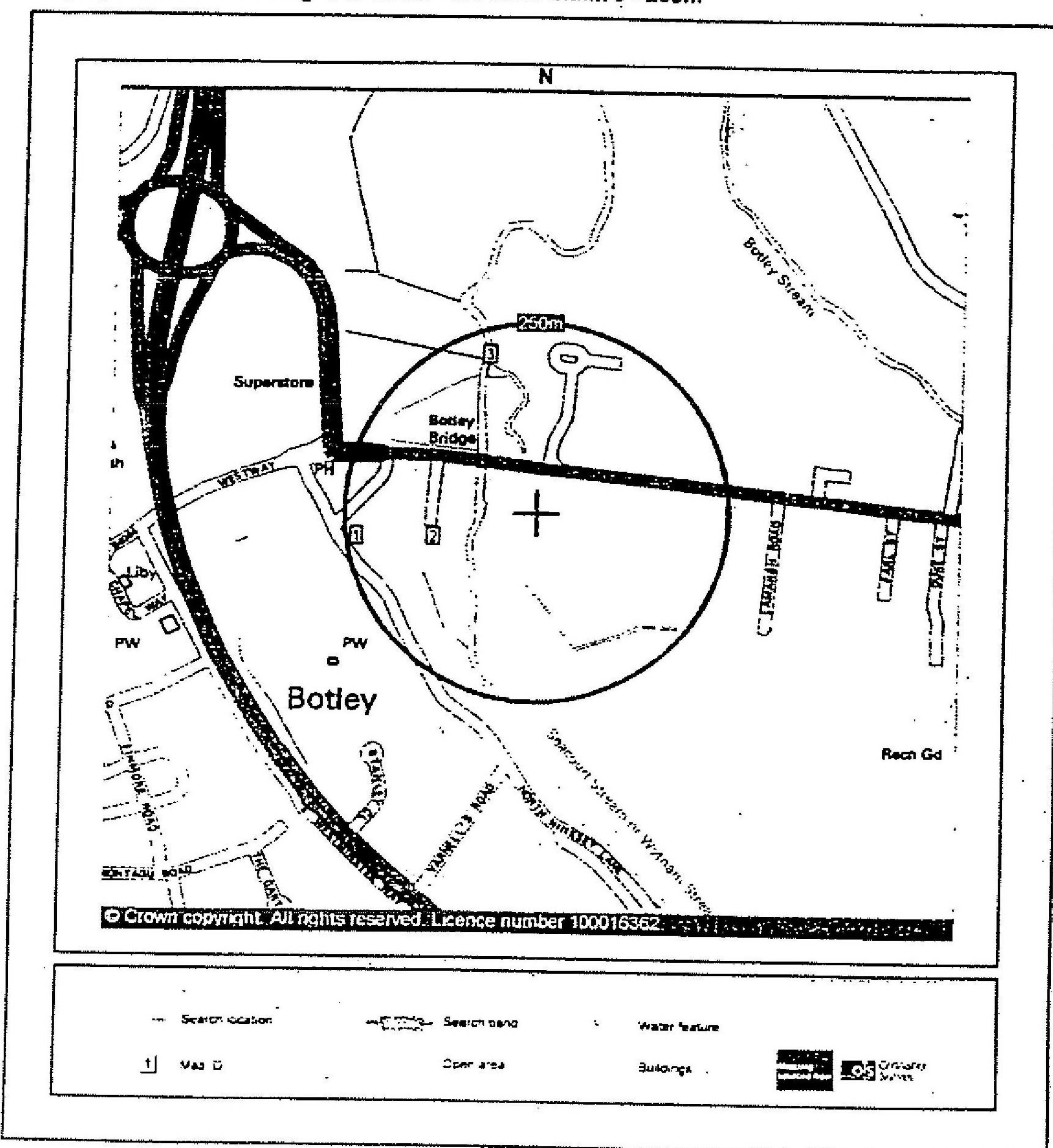
Enquiry	Reply
<b>FLOODING</b>	
<b>Flood Risk</b>	
F.1 Is the property in or within 250m of an indicative fluvial and/or tidal floodplain?	Yes
	Further information about flooding may be obtained from the relevant Environment Agency office as shown in the Contacts section of this report.
<b>RADON AND RADON PROTECTION MEASURES</b>	
<b>Radon Affected Area</b>	
F.2 Is the property in a radon-affected area as defined by National Radiological Protection Board (NRPB) and if so what percentage of properties are above the action level?	<1 percent of homes above the action level.
	Whether or not a home actually has a basic or high radon concentration can only be established by having the building tested. The NRPB provides a radon testing service - please refer to the Contacts section of this report.
<b>Radon Protection Measures</b>	
F.3 Is the property in an area where radon protection measures are required for new properties or extensions to existing ones under BR 211.	No
	For existing properties please refer to Question F.2

**Footnotes:**

Question F.1 (a) The limits of the fluvial floodplain are indicative of the area which could be affected by flood events, overtopping or breaching of flood defence structures. They are based on the areas which are potentially at risk from river from an event with a 1% annual probability of exceedance (100 year average return period) for rivers, under present conditions. (b) The limits of the tidal floodplain shown are indicative of the area which could be affected by flood events, overtopping or breaching of flood defence structures. They are based on the areas which are potentially at risk from river or coastal flooding from an event with a 0.5% annual probability of exceedance (200 year average return period), under present conditions.

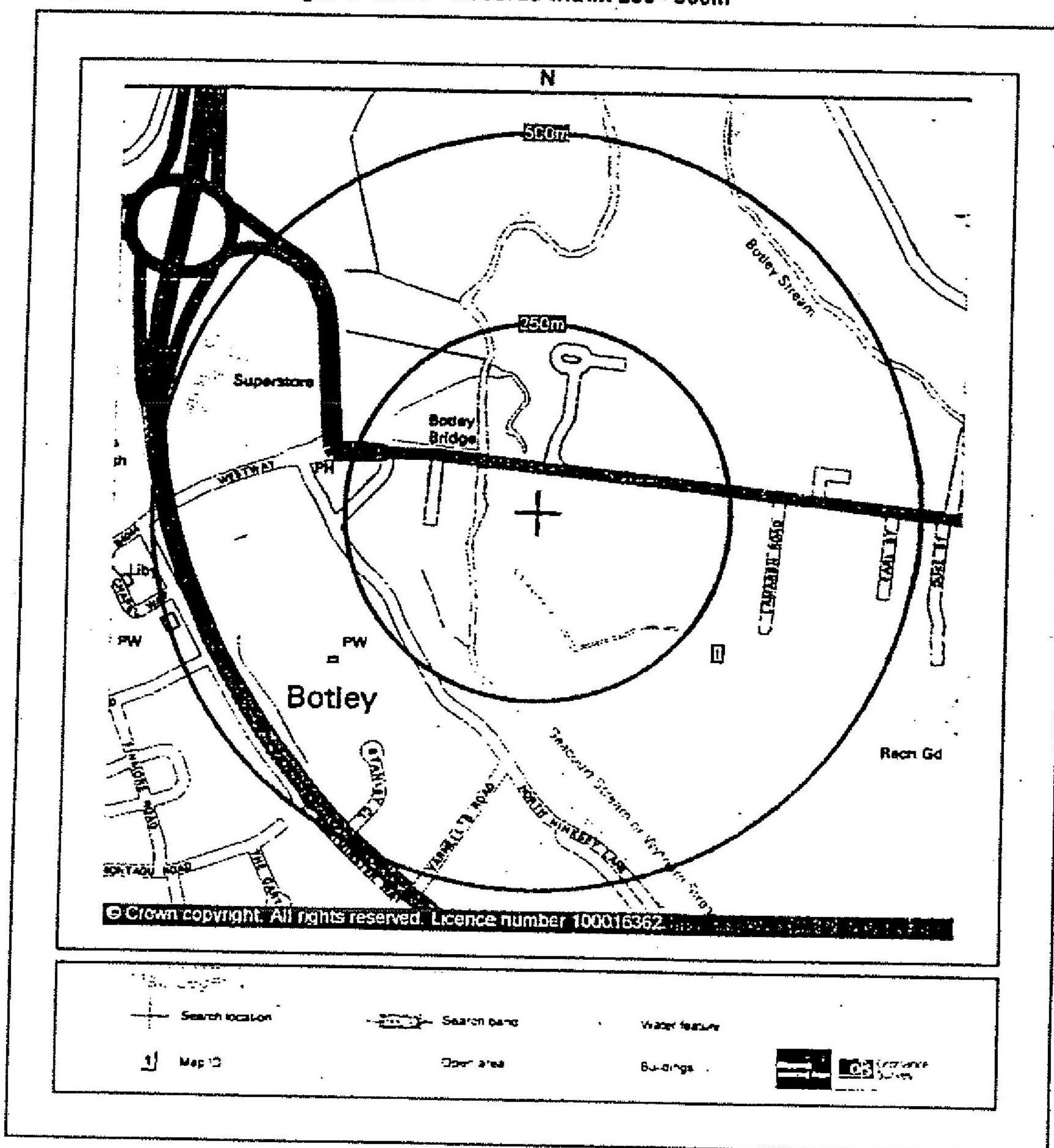
Question F.2 The NRPB recommends an Action Level of 200 Becquerels per cubic metre. Where more than 1% of houses are estimated to exceed the Action Level the area should be regarded as radon-affected.

Question F.3 Where it is estimated that the radon concentration in 3% or more of homes exceeds the Action Level, protective measures need to be installed in new dwellings (and extensions to existing ones). These areas are estimated through a combined analysis of geological data from the British Geological Survey (BGS) and measurement data from the National Radiological Protection Board (NRPB). The dual data system forms the basis for the Building Research Establishment guidance on radon protective measures for new dwellings (BR 211, 1999).

**Section A - Enquiries of Statutory Registers****Enquiry No A.11 - Discharges to Water - Records within 0 - 250m****Discharges to Water**

Map ID	1
Gnd Reference	448900E 206200N
Direction	West
Data Quality	Grid Reference as supplied by the Environment Agency
Operator	Curtis & Horn Ltd
Property Type	Undefined or other
Site Address	Britannia Works, Botley, Oxford, Oxon

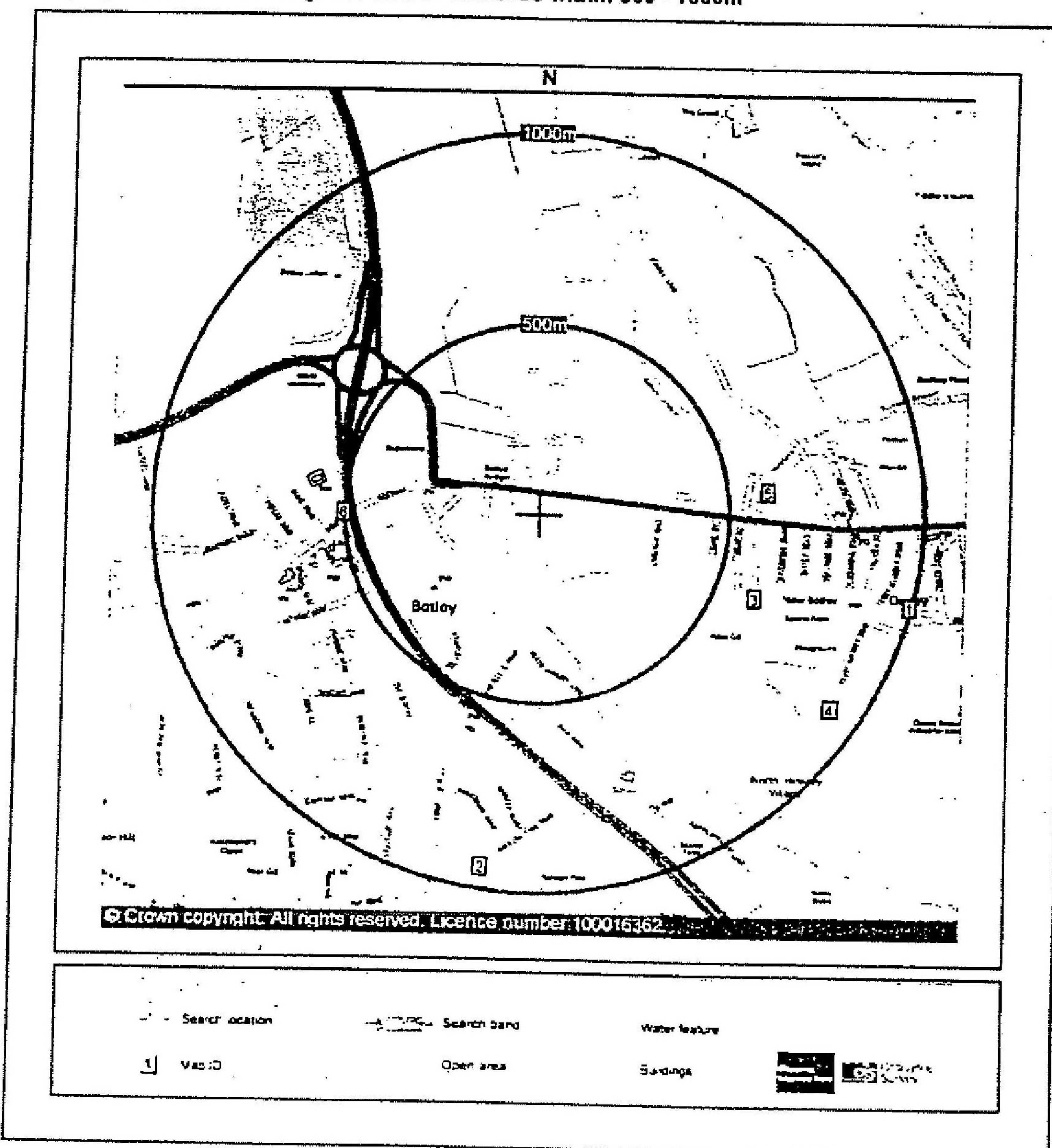
Permit Number	CTCR.1468
Date Issued	3/12/1975
Date Revoked	8/2/1991
Discharge Type	Trade Discharges - Unspecified
Receiving Environment	Freshwater river
Receiving Watercourse	Tributary Of Seacourt Stream
Status	Revoked - Unspecified
District Council	Vale Of White Horse
Region	Thames Region
Date Stamp	30 June 2002
Map ID	2
Grid Reference	449000E 206200N
Direction	West
Data Quality	Grid Reference as supplied by the Environment Agency.
Operator	Minns ( Oxford ) Ltd
Property Type	Extraction of mineral oil
Site Address	Oil Interceptor, 5/11 West Way, Oxford, Oxon
Permit Number	CTCR.0922
Date Issued	13/4/1967
Date Revoked	3/6/1992
Discharge Type	Trade Discharges - Unspecified
Receiving Environment	Freshwater river
Receiving Watercourse	Seacourt Stream
Status	Revoked - Unspecified
District Council	Vale Of White Horse
Region	Thames Region
Date Stamp	30 June 2002
Map ID	3
Grid Reference	449070E 206440N
Direction	North
Data Quality	Grid Reference as supplied by the Environment Agency.
Operator	Oxford
Property Type	Undefined or other
Site Address	North Site, Botley Road, Oxford, Oxfordshire
Permit Number	CNTW.0501
Date Issued	22/5/1990
Discharge Type	Miscellaneous Discharges - Surface Water
Receiving Environment	Freshwater river
Receiving Watercourse	Seacourt Stream
Status	Transferred From Water Act 1989
District Council	Oxford
Region	Thames Region
Date Stamp	30 June 2002

**Section A - Enquiries of Statutory Registers****Enquiry No A.11 - Discharges to Water - Records within 250 - 500m****Discharges to Water**

Map ID  
Grid Reference  
Direction  
Data Quality  
Operator  
Property Type  
Site Address

1  
449370E 206050N  
South-East  
Grid Reference as supplied by the Environment Agency.  
Citygrove Developments Ltd  
Undefined or other  
Rear Of Stephensons Burders Yard Botley Road Ox

<i>Permit Number</i>	CTWC 1568
<i>Date Issued</i>	14/4/1987
<i>Date Revoked</i>	5/2/1992
<i>Discharge Type</i>	Miscellaneous Discharges - Surface Water
<i>Receiving Environment</i>	Freshwater river
<i>Receiving Watercourse</i>	Lamash Ditch
<i>Status</i>	Revoked - Unspecified
<i>District Council</i>	Oxford
<i>Region</i>	Thames Region
<i>Data Stamp</i>	30 June 2002

**Section A - Enquiries of Statutory Registers****Enquiry No A.11 - Discharges to Water - Records within 500 - 1000m****Discharges to Water****Map ID****Grid Reference**

450100E 206000N

**Direction**

East

**Data Quality**

Grid Reference as supplied by the Environment Agency.

**Operator**

Fine Print (Services) Ltd

**Property Type**

Industrial estates

**Site Address**

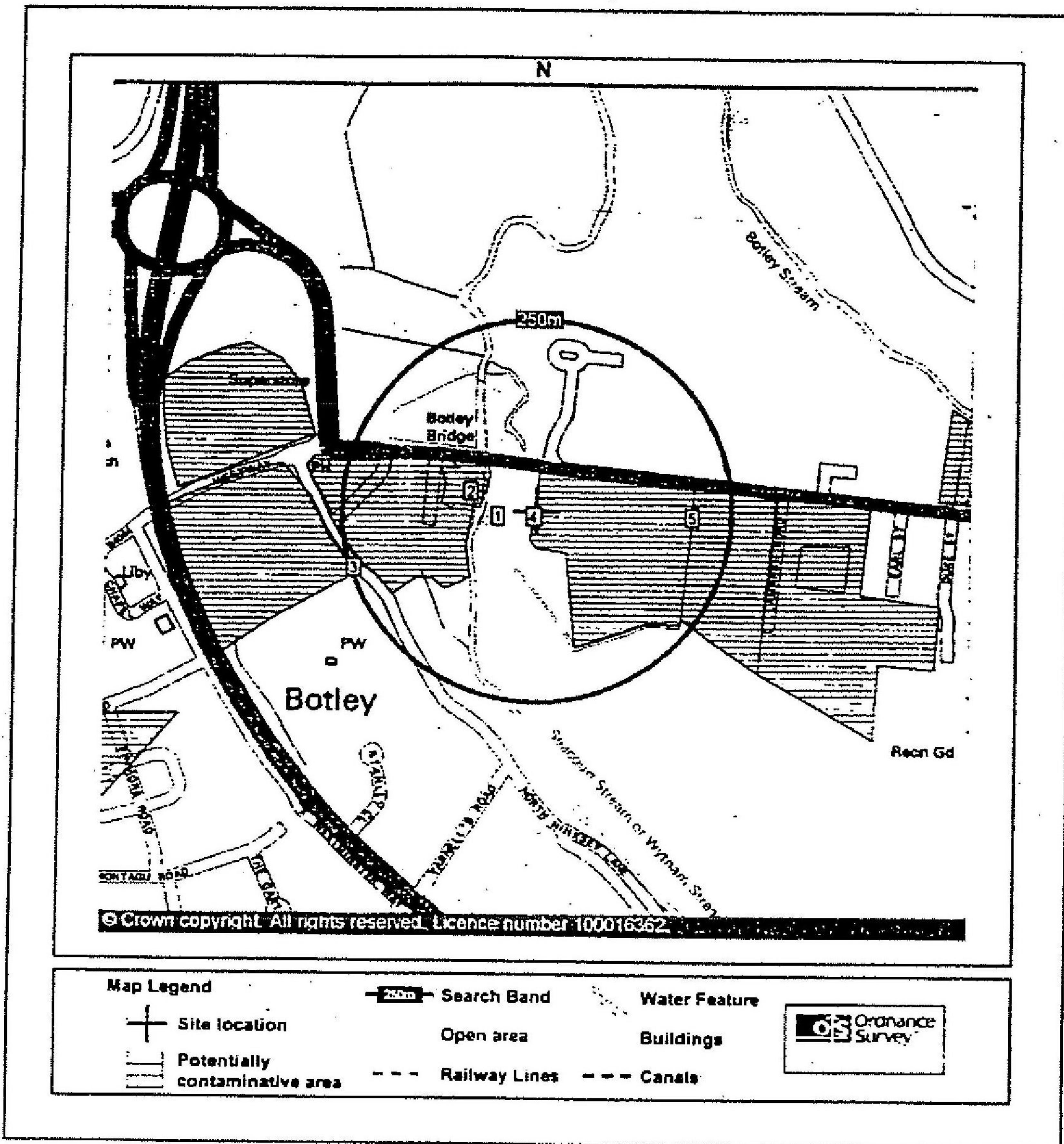
Electric Avenue, Osney Mead Industrial Estate, Oxf

Permit Number	CTWC.3402
Date Issued	16/6/1989
Discharge Type	Sewage Discharges - Final/treated Effluent - Not Water Company
Receiving Environment	Soakaway
Receiving Watercourse	Alluvium
Status	Transferred From COPA 1974
District Council	Oxford
Region	Thames Region
Date Stamp	30 June 2002
Map ID	2
Grid Reference	449000E 205300N
Direction	South
Data Quality	Grid Reference as supplied by the Environment Agency.
Operator	Grant Esq
Property Type	Domestic property (single)
Site Address	New House, Rear Of 57 Yarnells Hill, North Hinksey
Permit Number	CNTM.1982
Date Issued	17/8/1995
Date Revoked	1/10/1996
Discharge Type	Sewage Discharges - Final/treated Effluent - Not Water Company
Receiving Environment	Irrigation area
Receiving Watercourse	Corallian
Status	Lapsed Under Schedule 23 Environment Act 1995
District Council	Vale Of White Horse
Region	Thames Region
Date Stamp	30 June 2002
Map ID	3
Grid Reference	449700E 206020N
Direction	East
Data Quality	Grid Reference as supplied by the Environment Agency.
Operator	Martin Grant Homes ( UK ) Ltd
Property Type	Domestic property (multiple)
Site Address	Development At Duke Street, Oxford, Oxon
Permit Number	CTWC.1807
Date Issued	6/8/1987
Date Revoked	24/9/1992
Discharge Type	Miscellaneous Discharges - Surface Water
Receiving Environment	Freshwater river
Receiving Watercourse	Bulstake Stream
Status	Revoked - Unspecified
District Council	Oxford
Region	Thames Region
Date Stamp	30 June 2002
Map ID	4
Grid Reference	449900E 205730N
Direction	South-East
Data Quality	Grid Reference as supplied by the Environment Agency.
Operator	Metropolitan Real Property & Land Investment & Dev
Property Type	Undefined or other
Site Address	Osney Mead, Oxford
Permit Number	CTWC.2039
Date Issued	24/11/1987
Date Revoked	6/11/1992
Discharge Type	Miscellaneous Discharges - Surface Water
Receiving Environment	Freshwater river

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## Additional Information

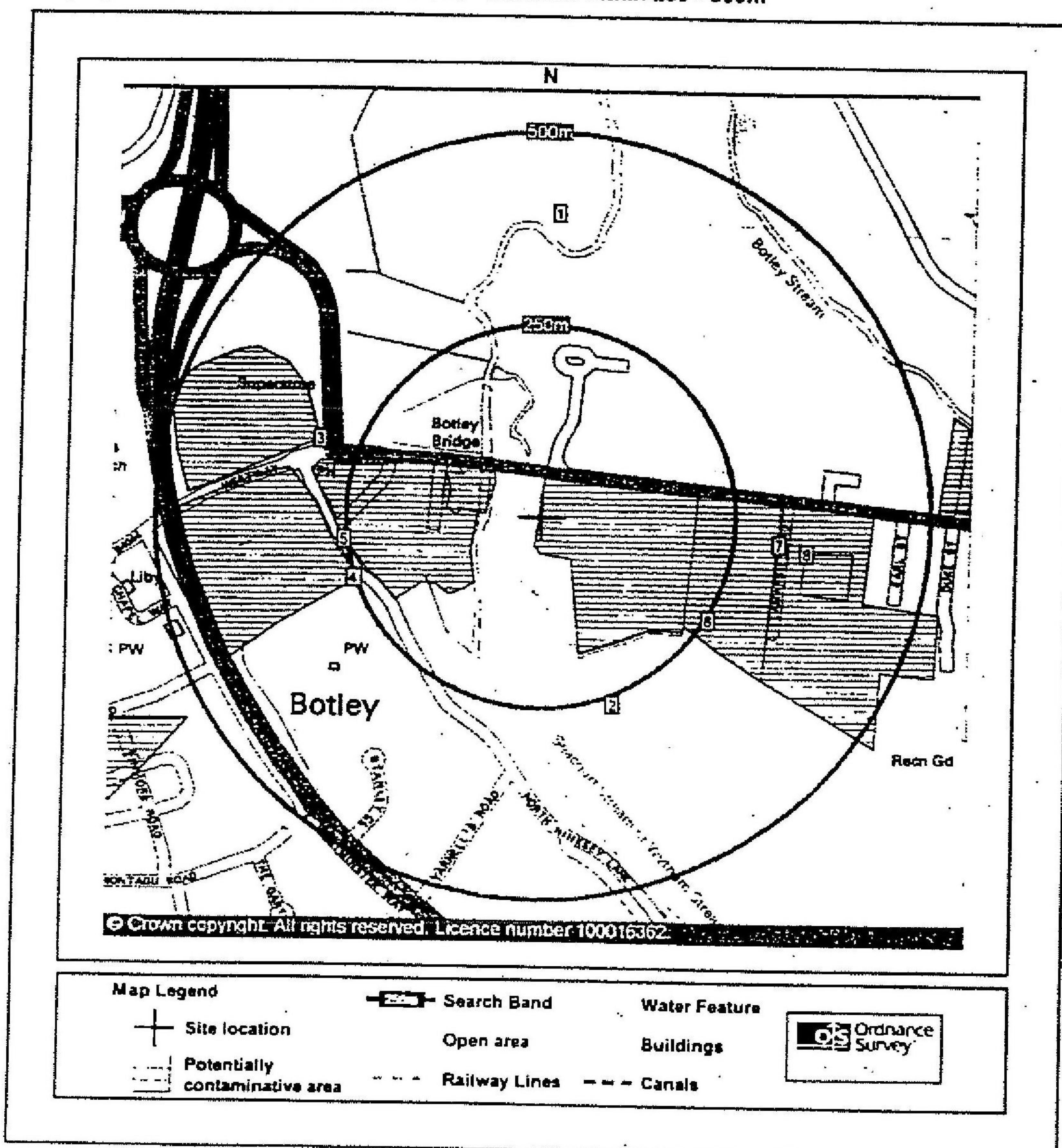
<i>Receiving Watercourse</i>	Ditch Tributary Of Bulstake Stream
<i>Status</i>	Revoked - Unspecified
<i>District Council</i>	Oxford
<i>Region</i>	Thames Region
<i>Date Stamp</i>	30 June 2002
<i>Map ID</i>	5
<i>Grid Reference</i>	449730E 206300N
<i>Direction</i>	East
<i>Data Quality</i>	Grid Reference as supplied by the Environment Agency.
<i>Operator</i>	Mfi Properties Ltd
<i>Property Type</i>	Any MOD establishment
<i>Site Address</i>	Mfi Store, Botley Road, Oxford, Oxon
<i>Permit Number</i>	CTWC.1668
<i>Date Issued</i>	2/6/1987
<i>Date Revoked</i>	14/11/1991
<i>Discharge Type</i>	Miscellaneous Discharges - Surface Water
<i>Receiving Environment</i>	Freshwater river
<i>Receiving Watercourse</i>	Bulstake Stream
<i>Status</i>	Revoked - Unspecified
<i>District Council</i>	Oxford
<i>Region</i>	Thames Region
<i>Date Stamp</i>	30 June 2002
<i>Map ID</i>	6
<i>Grid Reference</i>	448630E 206230N
<i>Direction</i>	West
<i>Data Quality</i>	Grid Reference as supplied by the Environment Agency.
<i>Operator</i>	Thames Water Utilities Limited,
<i>Property Type</i>	Sewerage network - sewers - water company
<i>Site Address</i>	Westway Junction (north Verge) Botley Kennington Oxfordshire
<i>Permit Number</i>	CAWM.0064
<i>Date Issued</i>	17/4/2000
<i>Discharge Type</i>	Sewage Discharges - Sewer Storm Overflow - Water Company
<i>Receiving Environment</i>	Freshwater river
<i>Receiving Watercourse</i>	Seacourt Stream
<i>Status</i>	New Consent (WRA 91, S88 & Sched 10 as amended by Env Act 1995)
<i>District Council</i>	Vale Of White Horse
<i>Region</i>	Thames Region
<i>Date Stamp</i>	30 June 2002

**Section B - Enquiries Concerning Site History****Enquiry No B.1 - Past Industrial Land Use - Records within 0 - 250m****Past Industrial Land Use**

Map ID	1
Grid Reference	449084E 206225N
Direction	-
Description	Pytons
Date Range	2001 - 2001

Map ID 2

<i>Grid Reference</i>	449049E 206257N
<i>Direction</i>	-
<i>Description</i>	Mills
<i>Date Range</i>	1898 - 1898
 <i>Map ID</i>	 2
<i>Grid Reference</i>	449054E 206250N
<i>Direction</i>	-
<i>Description</i>	Works
<i>Date Range</i>	1958 - 1985
 <i>Map ID</i>	 2
<i>Grid Reference</i>	449058E 206255N
<i>Direction</i>	-
<i>Description</i>	Corn mills
<i>Date Range</i>	1876 - 1938
 <i>Map ID</i>	 3
<i>Grid Reference</i>	448900E 206157N
<i>Direction</i>	West
<i>Description</i>	Works
<i>Date Range</i>	1958 - 1985
 <i>Map ID</i>	 4
<i>Grid Reference</i>	449130E 206225N
<i>Direction</i>	-
<i>Description</i>	Works
<i>Date Range</i>	1958 - 1985
 <i>Map ID</i>	 5
<i>Grid Reference</i>	449332E 206225N
<i>Direction</i>	East
<i>Description</i>	Warehouses
<i>Date Range</i>	1985 - 1985

**Section B - Enquiries Concerning Site History****Enquiry No B.1 - Past Industrial Land Use - Records within 250 - 500m****Past Industrial Land Use**

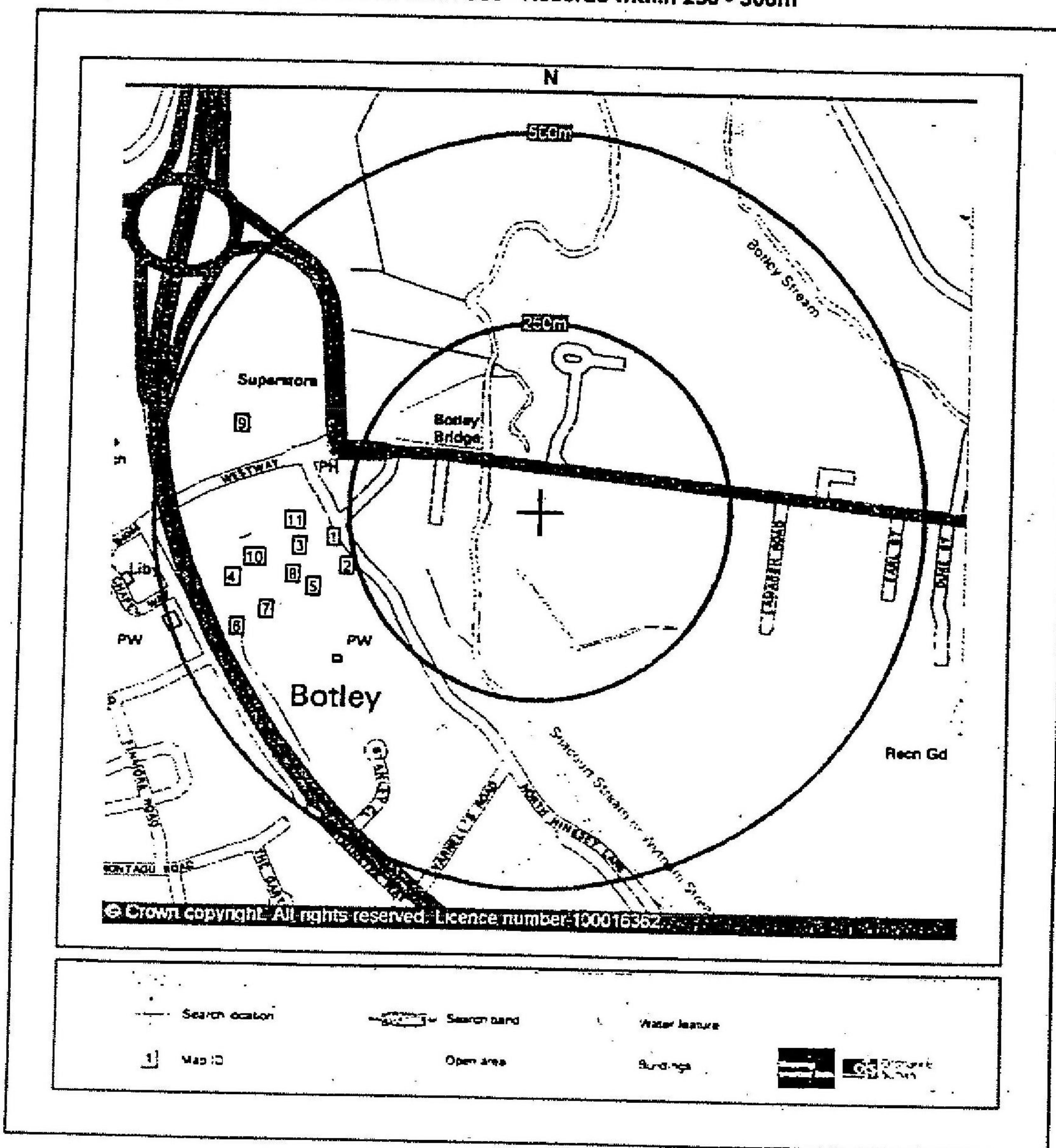
Map ID	1
Gnd Reference	449150E 206626N
Direction	North
Description	Pylons
Date Range	2001 - 2001

Map ID	2
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## Additional Information

<i>Grid Reference</i>	449229E 205988N
<i>Direction</i>	South
<i>Description</i>	Pylons
<i>Date Range</i>	2001 - 2001
<i>Map ID</i>	3
<i>Grid Reference</i>	448849E 206330N
<i>Direction</i>	West
<i>Description</i>	Garages
<i>Date Range</i>	1958 - 1985
<i>Map ID</i>	4
<i>Grid Reference</i>	448896E 206150N
<i>Direction</i>	West
<i>Description</i>	Works
<i>Date Range</i>	1958 - 1985
<i>Map ID</i>	5
<i>Grid Reference</i>	448882E 206200N
<i>Direction</i>	West
<i>Description</i>	Works
<i>Date Range</i>	1958 - 1985
<i>Map ID</i>	6
<i>Grid Reference</i>	449350E 206100N
<i>Direction</i>	South-East
<i>Description</i>	Warehouses
<i>Date Range</i>	1985 - 1985
<i>Map ID</i>	7
<i>Grid Reference</i>	449439E 206200N
<i>Direction</i>	East
<i>Description</i>	Depots
<i>Date Range</i>	1985 - 1985
<i>Map ID</i>	8
<i>Grid Reference</i>	449474E 206189N
<i>Direction</i>	East
<i>Description</i>	Refuse / slag heaps
<i>Date Range</i>	1958 - 1958

**Section B - Enquiries Concerning Site History****Enquiry No B.2 - Current Industrial Land Use - Records within 250 - 500m****Current Industrial Land Use**

Map ID  
Grid Reference  
Direction  
Organisation  
Property  
Street  
Town

1  
448865E 206194N  
West  
Forsyth Services Ltd  
Botley Works  
North Hinksey Lane  
Oxford

<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>1</b>
<b>Grid Reference</b>	<b>448838E 206199N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>Partco Autoparts Ltd</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>1</b>
<b>Grid Reference</b>	<b>448871E 206178N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>Spectrum Electronic Services</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>2</b>
<b>Grid Reference</b>	<b>448883E 206156N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>C R Marks (oxford) Ltd</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>3</b>
<b>Grid Reference</b>	<b>448823E 206182N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>Ilett Heating</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>3</b>
<b>Grid Reference</b>	<b>448823E 206182N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>Serck Services Ltd</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>3</b>
<b>Grid Reference</b>	<b>448800E 206169N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>S + Pumps Ltd</b>
<b>Property</b>	<b>Botley Works</b>
<b>Street</b>	<b>North Hinksey Lane</b>
<b>Town</b>	<b>Oxford</b>
<b>Postcode</b>	<b>OX2 0LX</b>
<b>Map ID</b>	<b>3</b>
<b>Grid Reference</b>	<b>448646E 206166N</b>
<b>Direction</b>	<b>West</b>
<b>Organisation</b>	<b>A C Electrical Wholesale Pte</b>

<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0LX
<i>Map ID</i>	4
<i>Grid Reference</i>	448738E 206139N
<i>Direction</i>	West
<i>Organisation</i>	Hi-q Tyre Services
<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0LX
<i>Map ID</i>	5
<i>Grid Reference</i>	448841E 206128N
<i>Direction</i>	West
<i>Organisation</i>	Plumb Center
<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0LS
<i>Map ID</i>	6
<i>Grid Reference</i>	448745E 206074N
<i>Direction</i>	West
<i>Organisation</i>	Onnoco
<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0LX
<i>Map ID</i>	7
<i>Grid Reference</i>	448782E 206097N
<i>Direction</i>	West
<i>Organisation</i>	Pipeline Ltd
<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0LX
<i>Map ID</i>	8
<i>Grid Reference</i>	448815E 206144N
<i>Direction</i>	West
<i>Organisation</i>	Newey & Eyre Ltd
<i>Property</i>	Botley Works
<i>Street</i>	North Hinksey Lane
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0JT
<i>Description</i>	Air Compressors
<i>SIC Description</i>	Manufacture of compressors
<i>Map ID</i>	9
<i>Grid Reference</i>	448745E 206342N
<i>Direction</i>	West
<i>Organisation</i>	Harwells Of Oxford Ltd
<i>Street</i>	Botley Road
<i>Town</i>	Oxford
<i>Postcode</i>	OX2 0PR

Description	Carpets & Rugs - Mfrs
SIC Description	Manufacture of other carpets and rugs
Map ID	10
Gnd Reference	448766E 206166N
Direction	West
Organisation	Auto Check Motors
Property	5
Street	Hinksey Business Centre, North Hinksey Lane
Town	Oxford
Postcode	OX2 0NR
Description	VEHICLE REPAIR WORKSHOP AND PREMISES
Category	Vehicle repair workshop and premises
Map ID	11
Gnd Reference	448816E 206216N
Direction	West
Organisation	3 T H Ltd
Property	9
Street	Hinksey Business Centre, North Hinksey Lane
Town	Oxford
Postcode	OX2 0NR
Description	WORKSHOP AND PREMISES
Category	Workshop and premises

**Section C - Groundwater and River Quality****Enquiry No C.1 - Groundwater Vulnerability - Records within 0 - 250m****Groundwater Vulnerability**

<i>Grid Reference</i>	449125E 206125N
<i>Direction</i>	-
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of high leaching potential (H1) which readily transmit liquid discharges because they are either shallow or susceptible to rapid flow directly to rock, gravel or groundwater
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)

**Section C - Groundwater and River Quality****Enquiry No C.1 - Groundwater Vulnerability - Records within 250 - 500m****Groundwater Vulnerability**

<i>Grid Reference</i>	448875E 206125N
<i>Direction</i>	West
<i>Aquifer Type</i>	Non aquifer
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	449125E 205875N
<i>Direction</i>	South
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of high leaching potential (H1) which readily transmit liquid discharges because they are either shallow or susceptible to rapid flow directly to rock, gravel or groundwater
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	449375E 206125N
<i>Direction</i>	East
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of high leaching potential (U) with little ability to attenuate diffuse source pollutants and in which non-absorbed diffuse source pollutants and liquid discharges have the potential to move rapidly to underlying strata or shallow groundwater.
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	448875E 206375N
<i>Direction</i>	North-West
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of low leaching potential (L) in which pollutants are unlikely to penetrate the soil layer because either water movement is largely horizontal, or they have the ability to attenuate diffuse pollutants.
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)

**Section C - Groundwater and River Quality****Enquiry No C.1 - Groundwater Vulnerability - Records within 500 - 1000m****Groundwater Vulnerability**

<i>Grid Reference</i>	448625E 206125N
<i>Direction</i>	West
<i>Aquifer Type</i>	Non aquifer
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	449624E 205875N
<i>Direction</i>	South-East
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of high leaching potential (H1) which readily transmit liquid discharges because they are either shallow or susceptible to rapid flow directly to rock, gravel or groundwater
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	449624E 206125N
<i>Direction</i>	East
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of high leaching potential (U) with little ability to attenuate diffuse source pollutants and in which non-absorbed diffuse source pollutants and liquid discharges have the potential to move rapidly to underlying strata or shallow groundwater.
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)
<i>Grid Reference</i>	448875E 206874N
<i>Direction</i>	North
<i>Aquifer Type</i>	Minor Aquifer
<i>Soil Permeability</i>	Soils of low leaching potential (L) in which pollutants are unlikely to penetrate the soil layer because either water movement is largely horizontal, or they have the ability to attenuate diffuse pollutants.
<i>Drift Deposits</i>	No drift deposits present
<i>Date Stamp</i>	November 1999 (One-off Survey)

**Section E - Enquiries Concerning Land Instability****Enquiry No E.1 - Natural Subsidence Risk - Records within Postcode****Natural Subsidence Risk****Natural Subsidence****Swelling Clays****Compressible Ground****Gulls and Cambering****Landslip****Ground Dissolution**

OX2 0HA

There is a low overall risk of foundation damage to properties from natural subsidence hazards, breaking down into the following 5 hazards:

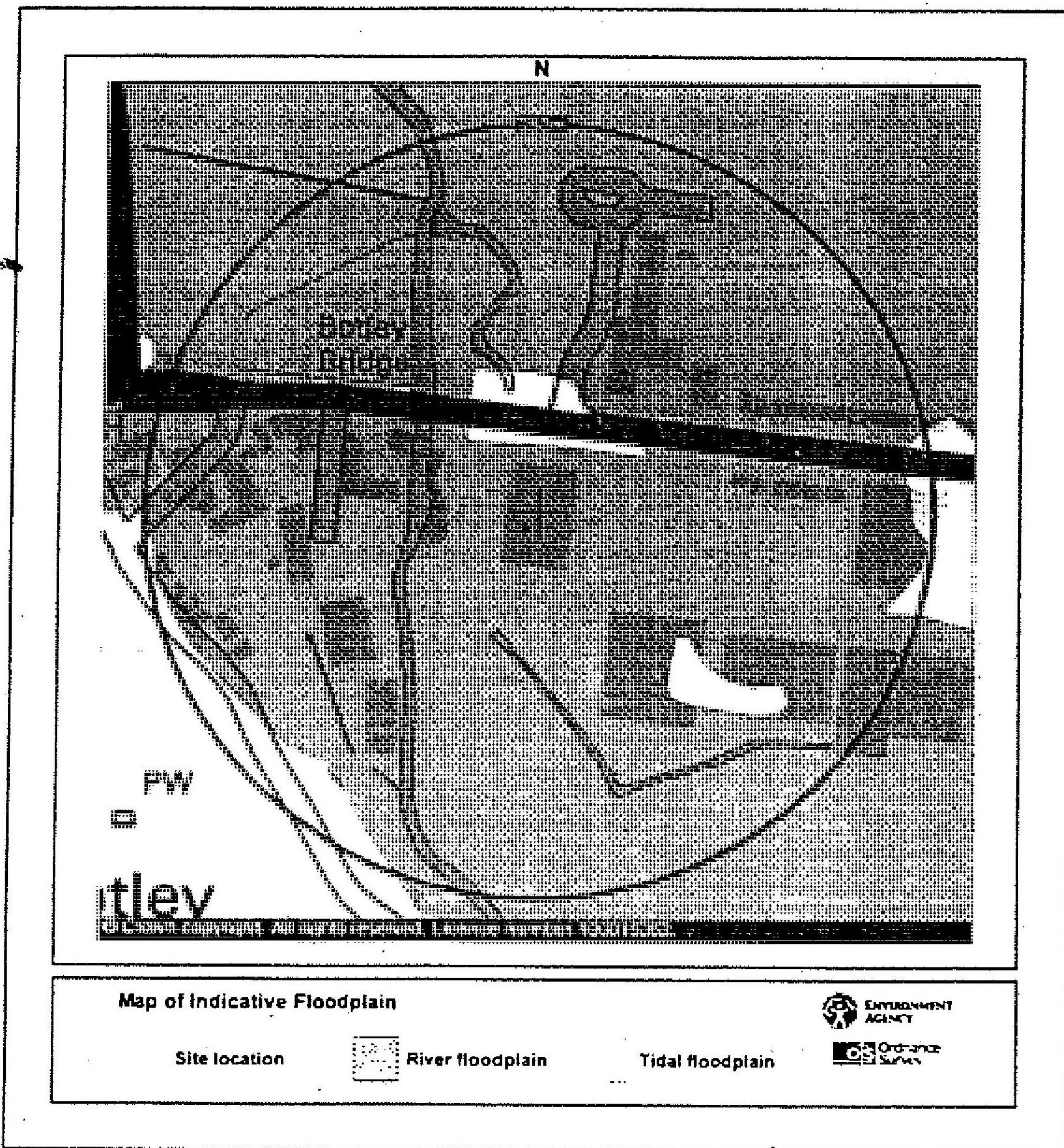
**Swelling clays** are assessed to be very low hazard. Swelling clays can change volume due to variation in ground moisture. This can cause ground movement, particularly in the upper 2 metres of the ground that may affect foundations. Ground moisture variations can relate to a number of factors, including weather variations (annual or longer term), vegetation effects (particularly growth or removal of trees) and man-made activity.

**Compressible ground** is assessed to be moderate hazard. Certain types of ground, such as that developed beneath river plains, can contain very soft layers or pockets. These can compress under the weight of overlying structures, such as buildings, resulting in progressive depression of the ground and disturbance of foundations.

**Gulls and cambering** is assessed to be very low hazard. Plateau edges above steep landslipped slopes can become unstable and 'bend', or 'camber', downwards causing the ground to develop cracks called 'gulls'. This can cause localised problems for building foundations.

**Landslip** is assessed to be very low hazard. Particular types of slopes can become unstable under certain circumstances, causing down-slope movement of the ground and disruption to buildings. A combination of factors, including, amongst others, the rock type, the presence of excess water (natural or relating to man-made activity), the angle of the slope, and construction work (e.g. cuttings or embankments) can all contribute.

**Ground dissolution** is assessed to be very low hazard. Some types of bedrock can contain layers of material that can dissolve within ground water. This can cause underground cavities to develop that, with time, can reach the surface and cause significant ground movement, such as the development of collapse hollows that can directly impinge on buildings.

**Section F - Enquiries Concerning Natural Perils****Enquiry No F.1 - Flood Risk - Records within 0 - 250m****Flood Risk****Flood Risk**

Fluvial flood plain The map shows the extent of the indicative fluvial (river) flood plain, where there is at least one in one hundred (or 1%) chance of flooding each year. A fluvial floodplain is where a river naturally spills over when it rises above its banks. Properties within the indicative flood plain are at risk from flooding, although the risk varies. The maps do not take account of local flood defences because they are built to varying standards. For further information your client should contact the Environment Agency Flood Line on 0845 988 1158.

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## Contacts

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**Environment Agency Office**

West - Thames  
Isis House  
Howbery Park, Wallingford

Telephone (01491) 832 801

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**Local Authority**

Oxford City Council  
St Aldates Chambers  
St Aldates  
Oxford  
Oxon  
OX1 1DS

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**National Radiological Protection Board**

Chilton  
Didcot  
Oxon  
OX11 0RQ

Telephone 01235 831600

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**British Geological Survey**

Kingsley Dunham Centre  
Keyworth  
Nottingham  
NG12 5GG

Telephone 0115 936 3143

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**Sitescope Helpdesk**

Imperial House  
21-25 North Street  
Bromley  
BR1 1SS

Telephone 0870 606 1700

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- e. You are permitted to make five hard copies of any Report, but are not authorized to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller.
- f. You hereby agree to fully indemnify Sitesope against any claim losses or other damages suffered by Sitesope as a result of You breaching any provision within these Terms.
- g. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You or Your Client.
- h. We confirm that We have used reasonable endeavours to ensure that use by You of the Services in accordance with these Terms will not infringe any third party rights of any kind.

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- a. Sitesope may grant You a credit limit in order to allow You to interact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.
- b. You are fully responsible for all charges that accumulate on Your Account.
- c. VAT at the prevailing rate shall be payable in addition to the Sitesope Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- d. An individual invoice will be generated for each Order created subject to these Terms. The Sitesope Fees are payable in full within 28 days of receipt, notwithstanding any set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of Sitesope fees may, at Our sole discretion result in Sitesope terminating or limiting the use of Your Account and/or provision of Services to You.
- e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of 1.5% Bank rate.

### 5. Termination

- a. Sitesope may terminate Your rights under these Terms without any liability to You at immediate effect of at any time:
  - i. You fail to make any payment due in accordance with Clause 4;
  - ii. You repeatedly breach or attempt to cause to be committed any material breach of these Terms;
  - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; however, if You fail to do so, we may terminate Your Account and recover the costs incurred from You;
  - iv. You commit an act of bankruptcy or insolvent, or are unable to pay Your debts as or when they fall due or make any representation or arrangement with Your creditors in respect of liquidation, winding up, administration or any other insolvency or bankruptcy process or if You commence or cause to be commenced any such process for the benefit of Your creditors;
  - v. if the purpose of a transaction, participation or arrangement is to cease trading, end or suspend the operation of your company, administration, re-structure, re-organise, amalgamate, merge, or otherwise affect your business in part or in whole;
  - vi. if You fail to pay any amount under these Terms and the time for payment has passed;

reasonable proportion of the balance as determined in relation to the value of Services previously purchased.

- c. We may suspend the Agreement between You and Sitesope for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

- d. Sitesope may terminate this agreement with 30 day's notice in writing if in Our opinion it is no longer appropriate for this Agreement to remain in force between You and Sitesope.
- e. Termination of this Agreement shall not affect Your liability for any and all outstanding charges whether or not serviced before termination.

### 6. Liability

- a. We provide a service and accept liability only to the extent stated in this Clause 6.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default.
- c. Subject to Clause 6.b, Sitesope shall only be liable to You for accidental loss or damage caused by the wilful default of Sitesope and Sitesope shall have no liability if the Services are used otherwise than as provided or referred to in these Terms.
- d. Save as precluded by law, Sitesope shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Sitesope or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.
- e. In any event, and notwithstanding anything contained in these Terms, Sitesope's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason of or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £350,000 if the complaint is in relation to a Report on residential property and an amount not exceeding £500,000 in respect of any other Report purchased from Sitesope, except as far as Sitesope will not be liable for any defect, failure or omission relating to the Services that is not notified to Sitesope within six months of the date of the issue becoming apparent and, in any event within twelve months of receipt of the Report except where any claim relates either to a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Sitesope's liability shall be limited to £1,000.
- f. You acknowledge that:
  - i. You shall have no claim or recourse against any Third Party Content supplier or any of our other Suppliers;
  - ii. You will not in any way hold us responsible for any selection or retention of, or the acts or omissions of, Third Party Content supplier or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Services) in connection with the Services;
  - iii. Sitesope does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Sitesope will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - iv. Sitesope's only obligation is to exercise the reasonable skill and care of a business to business environmental property risk information company supplying information to persons acting in a professional or commercial capacity and You hereby acknowledge that You are such a person;
  - v. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Sitesope and as such We do not warrant that all land uses or features whether past or current will be identified in the Services and the Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or evaluate actual fitness or usefulness of a Property Site for any particular purpose;
  - vi. You should carefully inspect the Property Site, and take any other advice reasonable prior to making any decision about the Property Site to Assess any Report or Service relates and not rely exclusively on the Report or any other Sitesope Services in terms of validating the Property Site;
  - vii. Sitesope will not be held liable in any way if a Report on residential property is used for commercial property, or used on the one residential property for which it was ordered, while the Services have not been prepared to meet Your or anyone else's individual requirements, that You assume the entire risk as to the suitability of the Services and waive any claim of consequential reliance upon the same, and that You are solely responsible for the selection or outcome of any specific part of the Content;
  - viii. there are a large number of data sets that could be provided by the Services and Sitesope does not claim that the Content or the Services are as appropriate with respect to or sufficient for the specific purpose;
  - ix. You shall be solely responsible for maintaining the confidentiality of your password(s) including Your Designated User password(s) and You will notify us immediately that you become aware of any unauthorized access to the use of any of your Designated User Services or the content or report derived from any of your Designated User Services;
  - x. You shall observe and comply with all applicable laws and regulations;

14. before making any significant commercial or professional decision, it is prudent to consult a number of different sources of information and that You are responsible for the consequences of any use of the Services;

15. You indemnify and hold us, our Third Party Content suppliers, our licensors, partners, sublicensors, affiliates, officers and employees harmless from any claim or demand, including legal fees, made by any third party due to or arising out Your use or misuse of the Services, or the Content;

16. We offer no warranty for the performance of any linked internet service not operated by Us;

17. You will, on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures in the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;

18. visual, without prejudice to any restrictions set out in these Terms, if in the opinion of Your business or otherwise You use for the benefit of or convey to any third party any part of the Web site, Content, or Services You must make such third parties aware of the limitations, obligations and liabilities contained herein;

19. any support or assistance provide to You in connection with these Terms is at Your risk;

20. You will allow us to check Your use of the Services at all reasonable times and that We may on reasonable notice to You send a representative to any of Your premises to verify compliance with these Terms and that You irrevocably consent to us and such representatives entering any of Your premises for that purpose;

21. the information contained in the Webinars has been extracted from various Crown Copyright and other published sources, and accordingly, Sinescope Limited does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these webinars;

22. All liability for any insurance products purchased by You rests solely with the insurer. Sinescope does not endorse any particular product or insurer and no information contained within either the Webinars or in any material or Report produced by Sinescope should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Sinescope will deem such as Your consent to forward a copy of the Report to the insurer;

23. If Sinescope provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk

assessment or environmental report or search carried out in relation to a Report on Your Property Site, Sinescope will not be liable in any way for any issues arising out of the provision of those additional services to You or Your Client. Sinescope will be deemed to have acted as an agent in those circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.

#### 7. Events Beyond Our Control

You acknowledge that Sinescope shall not be liable for any delay, interruption or failure in the provision of the Services, which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer, in the course of electronic communication, or printing.

#### 8. Severability

If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deleted to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

#### 9. Governing Law

These Terms shall be construed in accordance with English Law and interpreted in accordance with English law, if any dispute arises out of or in connection with this agreement ("Dispute") the parties undertake that, prior to the commencement of High Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 30 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the High Court.

#### 10. Entire Agreement

a. These Terms, together with the prices and delivery details set out on our Websites comprise the whole of our agreement relating to the supply of goods to You by Sinescope. No prior stipulation, agreement, promotional material or statement

whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or misrepresentation, Sinescope shall have no liability for any such representations being untrue or misleading.

b. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may propose to apply except as otherwise agreed in accordance with Clause 1.f.

c. These Terms shall override any other provisions related to the Services which You may wish to impose upon us even if such other provisions are submitted in a later document or purport to exclude or override these Terms and, subject only to the Clause 1.f, neither the course of conduct between parties nor trade practice shall act to modify these Terms.

#### 11. General

a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms. Your right to use the Services, operate Your Account or to designate users is not transferable.

b. Sinescope may assign its rights and obligations under these Terms without prior notice or any limitation.

c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999, to enforce any terms of such contract and Sinescope shall not be liable to any such third party in respect of any Services supplied.

e. No waiver on our part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.

f. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

g. Unless otherwise stated in these Terms, all notices from You to Sinescope must be in writing and sent to the Sinescope Administrative Office and all notices from Us to You will be displayed on our Websites from time to time.

**APPENDIX V**

## Criteria for the Chemical and Biological GQA gradings.

### Chemical GQA

GQA grade	Description	Dissolved oxygen (% saturation) 10-percentile <sup>1</sup>	Biochemical Oxygen demand (mg/l) 90-percentile <sup>1</sup>	Ammonia (mgN/l) 90-percentile <sup>1</sup>
A	Very good	80	2.5	0.25
B	Good	70	4	0.6
C	Fairly good	60	6	1.3
D	Fair	50	8	2.5
E	Poor	20	15	9.0
F	Bad	<20	>15	>9.0

<sup>1</sup>A 10 or 90-percentile standard is the value below which 10 or 90% of sample values must lie for a river to achieve that grade. For dissolved oxygen grade A, fewer than 10% of dissolved oxygen values must be less than 80% saturation.

### Biological GQA

Grade	Ecological Quality Index <sup>2</sup>	
	i) for taxa	ii) for ASPT
a	0.85	1.00
b	0.70	0.90
c	0.55	0.77
d	0.45	0.65
e	0.30	0.50
f	<0.30	<0.50

<sup>2</sup>The EQI is the sample value i) number of taxa or ii) ASPT compared with the value expected in an unpolluted river. The ASPT is the Average Score Per Taxon based on the sensitivity of each taxon to organic pollution.

## APPENDIX VI

## **Geological Classification Definitions**

Geological strata which contain groundwater in exploitable quantities are termed aquifers, whereas rocks which are largely impermeable and do not readily transmit water are termed non-aquifers. Aquifers vary in their general and hydraulic properties and can be classified as fractured, fracture-intergranular and intergranular and it is these properties, particularly in the upper saturated zones, which form the basis of groundwater vulnerability assessment.

All groundwaters are controlled waters but it is convenient to subdivide permeable strata into two types; highly permeable (Major Aquifers) and variably permeable (Minor Aquifers). The former having generally greater capacity to transmit contaminated recharge entering at the surface than the latter.

### **Major Aquifers (Highly Permeable)**

These are highly permeable formations usually with a known or probable presence of significant fracturing. They may be highly productive and able to support large abstractions for public water supply and other purposes.

### **Minor Aquifers (Variably Permeable)**

These can be fractured or potentially fractured rocks which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although these aquifers will seldom produce large quantities of water for abstraction, they are important both for local supplies and in supplying base flow to rivers. Major Aquifers may occur below Minor Aquifers, though in these situations the only the Major Aquifer will be identified.

### **Non-Aquifers (Negligibly Permeable)**

Formations which are generally regarded as containing insignificant quantities of groundwater from a third group. However, groundwater flow through such rocks, although imperceptible, does take place and needs to be considered in assessing the risk associated with persistent pollutants. Some Non-Aquifers can yield water in sufficient quantities in sufficient quantities for domestic use. Major or Minor Aquifers may occur below Non-Aquifers.

## APPENDIX VII

## **Soil Classification Definitions**

The soil vulnerability classification groups the many different soils of England and Wales into three soil vulnerability classes and six sub-classes. Each is based on soil physical and chemical properties which affect the downward passage of water and contaminants. These include: texture, structure, soil water regime and the presence of distinctive layers such as raw peaty topsoil and rock or gravel at shallow depth. This classification is not applied to soils above Non-Aquifers.

### **Soils of High Leaching Potential (H)**

Soils with little ability to attenuate diffuse source pollutants and in which non-adsorbed diffuse source pollutants and liquid discharges have the potential to move rapidly to underlying strata or to shallow groundwater. Three sub-classes are recognised:

- H1 Soils which readily transmit liquid discharges because they are either shallow, or susceptible to rapid by-pass flow directly to rock, gravel or groundwater;
- H2 Deep, permeable, coarse textured soils which readily transmit a wide range of pollutants because of their rapid drainage and low attenuation potential;
- H3 Coarse textured or moderately shallow soils which readily transmit non-adsorbed pollutants and liquid discharges but which have some ability to attenuate adsorbed pollutants because of their large clay or organic matter contents.

Because soil information for urban areas is less reliable and based on fewer observations than in rural areas, the worst case is assumed and such land is classed as high leaching potential (HU) until proved otherwise.

### **Soils of Intermediate Leaching Potential (I)**

Soils which have a moderate ability to attenuate diffuse source pollutants or in which it is possible that some non-adsorbed diffuse source pollutants and liquid discharges could penetrate the soil layer. Two sub-classes are recognised:

- I1 Soils which can possibly transmit a wide range of pollutants;
- I2 Soils which can possibly transmit non- or weakly adsorbed pollutants and liquid discharges but are likely to transmit adsorbed pollutants.

### **Soils of Low Leaching Potential (L)**

Soils in which pollutants are unlikely to penetrate the soil layer because either water movement is largely horizontal, or they have the ability to attenuate diffuse pollutants. Lateral flow from these soils may contribute to groundwater recharge elsewhere in the catchment.

## APPENDIX VIII



ENVIRONMENT  
AGENCY

Your Ref: RTR/03276/era.6269  
Our Ref: WTR 15124

Date: 03/09/03

Corsair  
Edwinstowe House  
High Street  
Edwinstowe  
North Nottinghamshire  
NG21 9PR

9786

08 SEP 2003

PROJECT NO: 03-276 01.

Dear Evette Robertson

**REQUEST FOR INFORMATION – Toys R us, Botley Road, Oxford, Oxfordshire,  
OX2 0HA**

Thank you for your enquiry regarding the above.

**NO WASTE MANAGEMENT LICENCES and NO LANDFILL SITES**

According to records held by the Environment Planning Section of the Environment Agency, Thames Region, West Area, no Waste Management licences are in force, nor are there any known historical landfill sites, within 250 metres of the above site.

The Agency is aware of 5 sites within 250 metres of the land in question where it understands contamination issues have arisen. This does not necessarily identify these site as currently contaminated or that they will impact on water resources. You are advised to direct specific questions on determined Contaminated Land, Registers and Remediation Notices to the local authority in which the site is located.

The Local Authority is the lead regulator for the Contaminated Land Regulations. The applicant is advised to direct questions on Contaminated Land issues, Registers and Remediation Notices to the local authority in which the site is located.

After checking the Environment Agency's pollution incident data I have found no record of any past incidents concerning this site.

**NO IPC AND NO RAS**

Having checked the Agency's Thames Region IPC/RAS public register, I have found **none** of the following sites operating within 250m of the vicinity:

1. Environmental Protection Act 1990 (EPA90) (Part I) integrated pollution control (IPC) Part A process sites.
2. Radioactive Substances Act 1960 & 1993 (RAS) sites

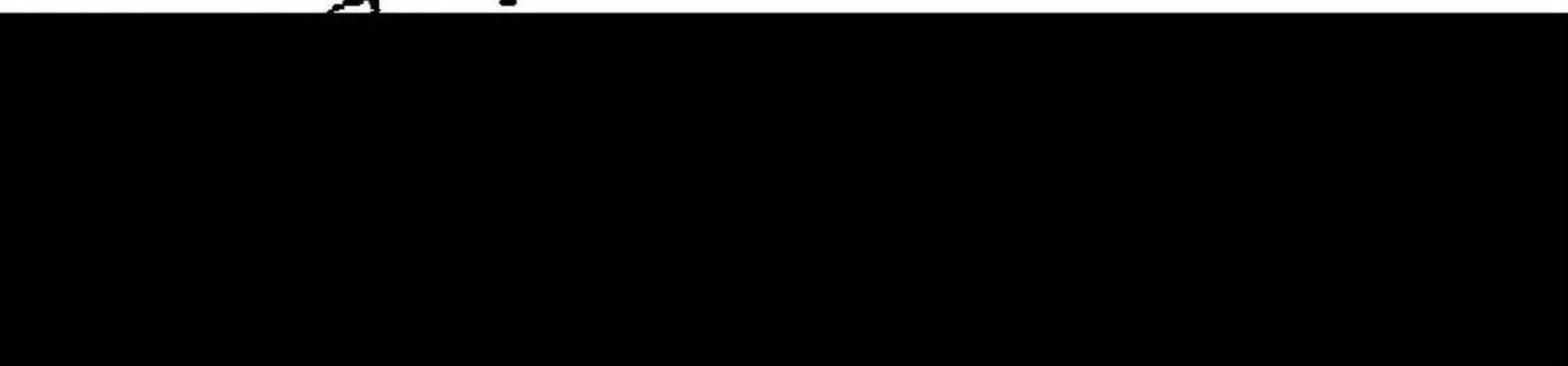


If you require any further information on Part B IPC process sites or local air pollution control (LAPC or APC) this can be obtained from *LOCAL AUTHORITY*.

It must be understood that the information provided above is based on records and files from various sources with varying degrees of reliability. Consequently, the Environment Agency is not able to offer any warranty as to the accuracy or completeness of the information provided, nor can it accept any liability whatsoever for any loss or damage arising from the interpretation and/or use of the information.

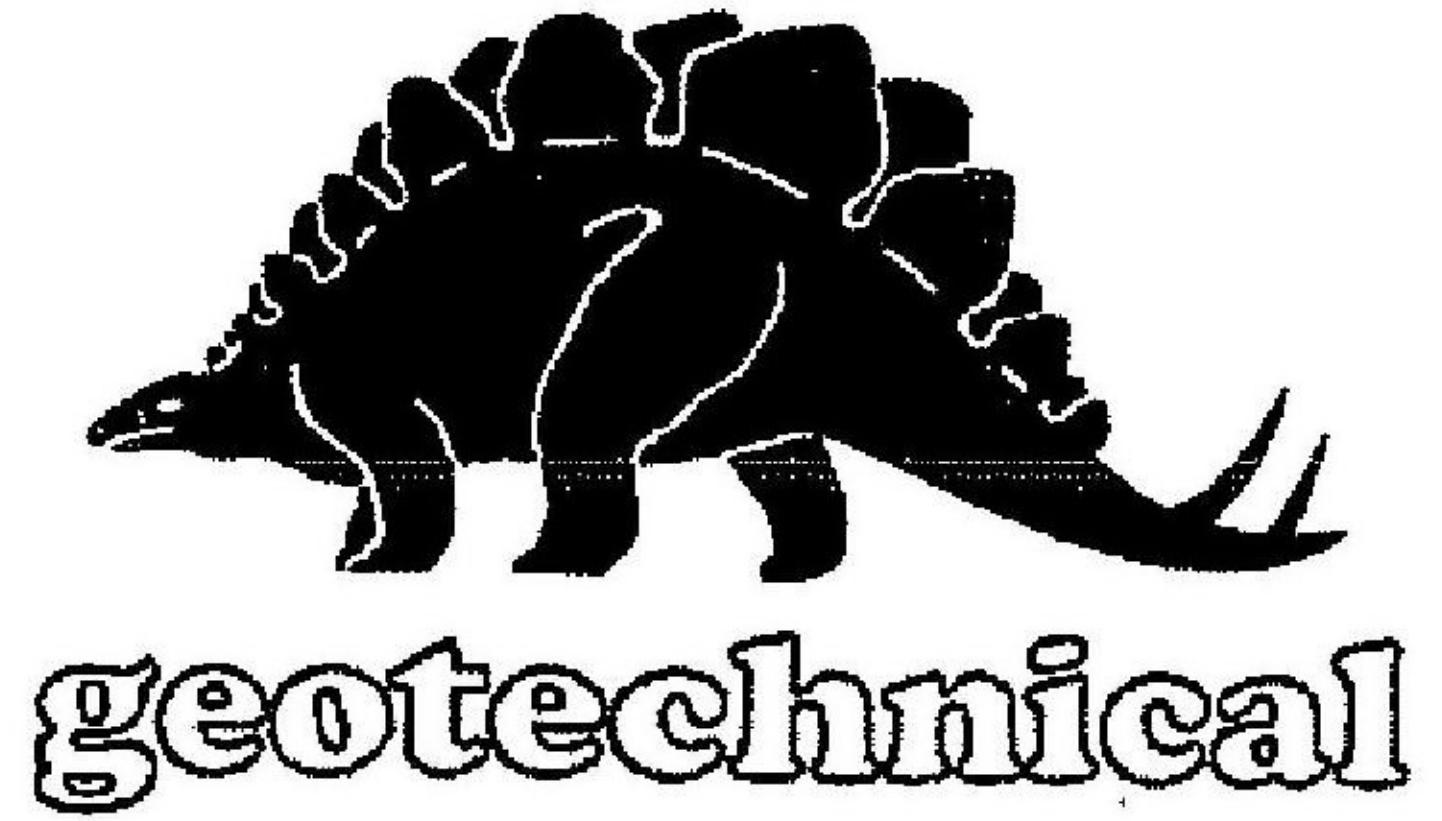
Please note that the Agency has introduced a new service for providing environmental information in response to property search enquiries. This service is now available via NLIS ([www.nlis.org.uk](http://www.nlis.org.uk)) and offers a standard list of questions that covers the major functions of the Agency. By using this service, you will receive individual reports delivered directly to you via the Internet - usually within a few minutes. The cost of this service is £25 + VAT.

Yours faithfully

A large black rectangular redaction box covering a signature.

David Wilson  
CUSTOMER CONTACT OFFICER.

# REPORT



SUBJECT                    GROUND INVESTIGATION

SITE                    BOTLEY ROAD, OXFORD

PROJECT                    NEW ALDI STORE

CLIENT                    ALDI STORES

ENGINEER                    CRADDY PITCHERS DAVIDSON

INSTRUCTION                    E-mail instruction from Engineer dated 30/09/08

GEL REPORT No.                    22273

Volume 1 of 1

Date of Report                    13 October 2008

Geotechnical Engineering Ltd

Centurion House, Olympus Park, Quedgeley, Gloucester GL2 4NF

Telephone: (01452) 527743 Facsimile: (01452) 729314

e-mail: geotech@geoeng.co.uk

## 1. INTRODUCTION

It is proposed to construct a new Aldi Store on a site off Botley Road, Oxford. Geotechnical Engineering Limited was instructed to drill a single borehole to 20m to supplement an earlier investigation by others to provide information for pile design.

This report describes the investigation and presents the findings.

## 2. SITE LOCATION

The site is situated to the south of Botley Road, Oxford and may be located by its National Grid co-ordinates 449300 206100..

## 3. GROUND INVESTIGATION

### 3.1 Fieldwork

The fieldwork was carried out in general accordance with BS5930:1999 9<sup>th</sup> October 2008 and comprised a single borehole to a depth of 20m.

The exploratory hole location was selected by the Engineer and set out by this Company and is shown on Figure 1.

The borehole, referenced BH101 (Appendix A), was formed using a light cable tool (shell and auger) rig utilising 150mm tools and casing. Initially, an inspection pit was hand excavated to a depth of 1.0m to check for buried services. The borehole was advanced from the base of the pit using a clay cutter and bailer.

Detailed descriptions of the samples are given in the borehole log, Appendix A, along with details of sampling, in situ testing, groundwater ingress and relevant comments on drilling techniques.

### **3.3 Laboratory Testing**

On the instruction of the Engineer no laboratory testing was undertaken.

**GEOTECHNICAL ENGINEERING LIMITED**

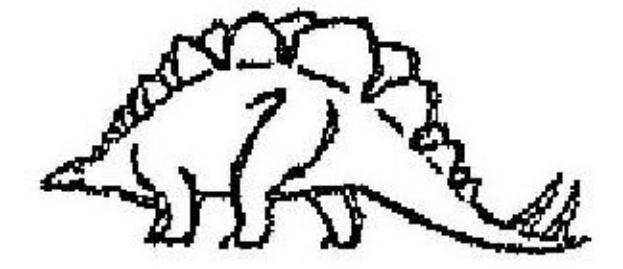
C Thomas BSc PhD FGS

Geotechnical Consultant

EurGeol M Cunningham BSc(Hons) MSc CGeol FGS

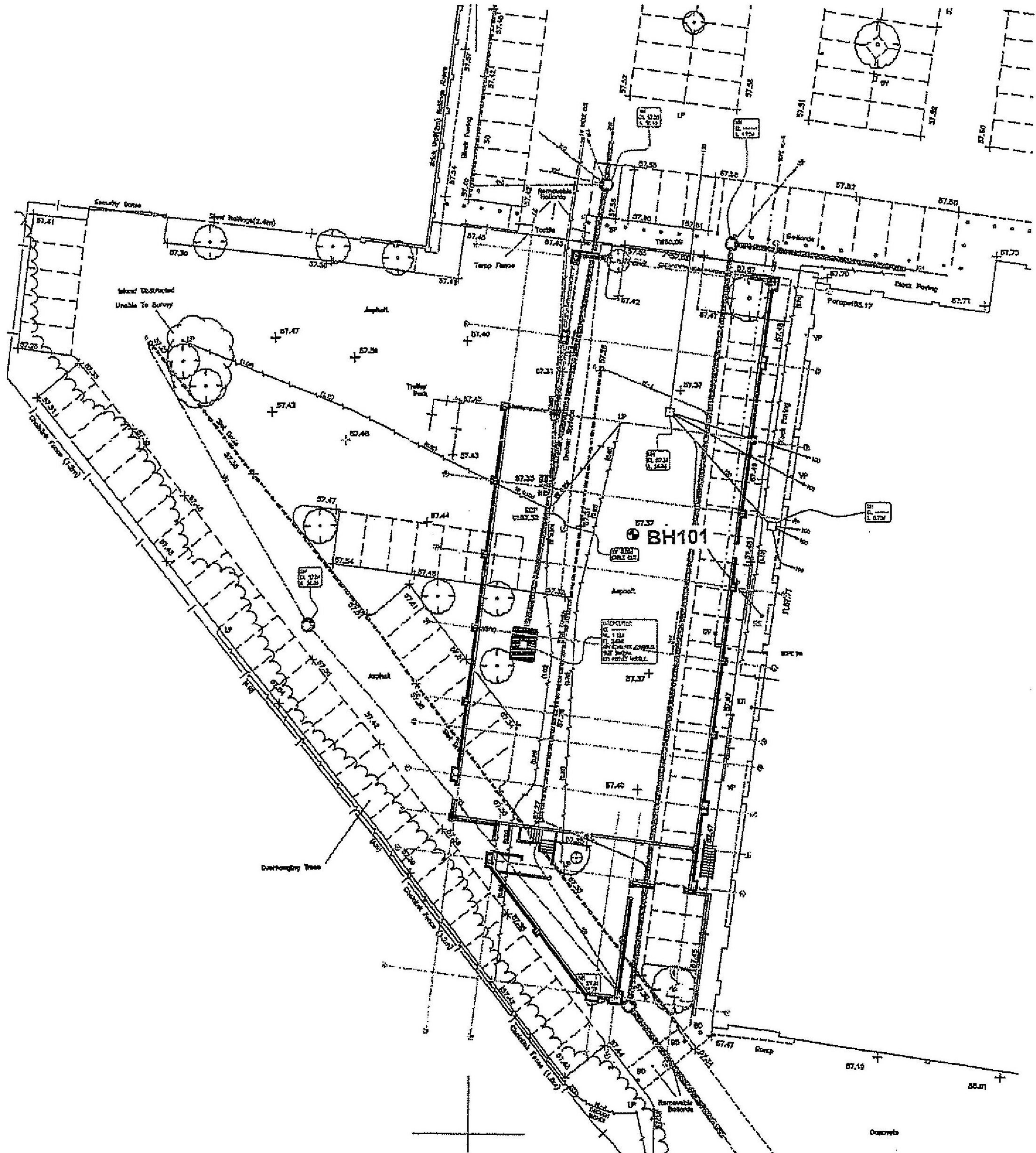
Principal Engineering Geologist

## SITE PLAN



CLIENT ALDI STORES

SITE BOTLEY ROAD, OXFORD



◎ Denotes borehole position

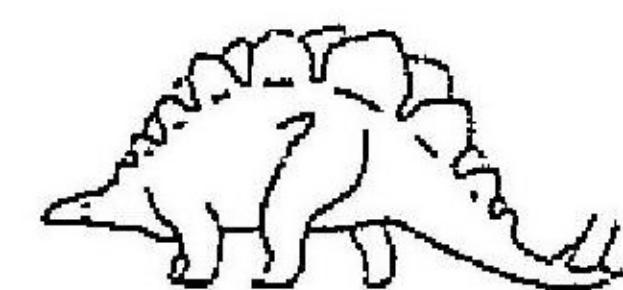
Based on plan supplied by Engineer

Not to scale



**CONTRACT  
22273**

FIGURE  
1



## KEY TO EXPLORATORY HOLE LOGS

### Sample type

D	Small disturbed sample	D*	Contamination sample	U	Undisturbed sample
B	Large disturbed sample	W	Water sample	C	Core sample
P	Piston sample	X	Dynamic sample		

### Test type

S	SPT - Split spoon sampler followed by SPT 'N' value
C	SPT - Solid cone followed by SPT 'N' value
	*250 - Where full test drive not completed, linearly extrapolated N value reported
	** - No effective penetration
H	Hand vane - direct reading in kPa - not corrected for BS1377 (1990). Re* denotes refusal.
M	Mackintosh probe result - number of blows to achieve 100mm penetration.
PP	Pocket penetrometer result - direct reading in kg/sq.cm.
Vo	Headspace vapour readings, uncorrected peak values in ppm, using a PID (calibrated with Isobutylene, using a 10.6 eV bulb).

### Sample/core range/ff

	Dynamic sample
	Undisturbed sample
—	X = Total Core Recovery (TCR) as percentage of core run. Where value significantly exceeds 100%, a note is given in Remarks on log.
x	
y	Y = Solid Core Recovery (SCR) as percentage of core run. Note: assessment of solid core is based on full diameter.
z	Z = Rock Quality Designation (RQD). The amount of solid core greater than 100mm expressed as percentage of core run.

Where SPT has been carried out at beginning of core run, disturbed section of core excluded from SCR and RQD assessment.

l<sub>f</sub> - fracture spacing - the average fracture spacing (in millimetres) over the indicated length of core. Where spacing varies significantly, the minimum, average and maximum values are given.  
NI = non-intact core      NA = not applicable

### Instrumentation

	Porous tip		Granular response zone		Cement/bentonite grout
	Perforated standpipe		Bentonite seal		Soil backfill
	Gas monitoring standpipe		Concrete		

### Stratum boundaries

----- Estimated boundary ----- Grading boundary

**BOREHOLE LOG**

CLIENT ALDI STORES

**BH101**

SITE BOTLEY ROAD, OXFORD

Sheet 1 of 3

Start Date 9 October 2008

Scale 1 : 50

End Date 9 October 2008

Depth 20.45 m

progress date/time water depth	sample no & type	depth (m) from to	casing depth (m)	test type & value	samp./core range	instrument	description	depth (m)	reduced level (m)	legend
09/10/08 0730hrs							MADE GROUND: Tarmac (75mm) over sandy medium to coarse gravel with traces of brick fragments.			
	1D	1.00 - 1.45	Nil	S 6			MADE GROUND: grey clayey sandy fine to coarse gravel and brick.	0.40	0.50	
	2D	2.00 - 2.45	1.80	S 4			MADE GROUND: gravel, cobble and brick with a sparse silty sand matrix.	1.20	1.40	
	3D	2.90 - 3.35	2.70	S 20			Firm dark grey slightly sandy CLAY:SILT			
	4B	4.00 - 4.45	3.80	C 36			Firm becoming soft grey and brown with a little orange mottling slightly sandy CLAY. Occasional traces of fine to medium gravel and decayed roots.			
	5D	5.00 - 5.45	4.70	C 30			Medium dense becoming dense grey and yellow-brown silty sandy fine to coarse sub-rounded GRAVEL.	3.10		
	6D	5.85 - 6.30	5.65	C 17						
	7D	6.60 - 7.05	6.40	S 21			Firm to stiff grey and yellowish-grey CLAY with a little fine to coarse rounded gravel.	6.10	6.40	
	8D	7.50 - 7.95	6.60	S 24			Stiff fissured grey CLAY with traces of fossils.			
							Continued Next Page	8.00	(8.00)	

EQUIPMENT: Light cable percussive (shell and auger) rig.

METHOD: Hand dug inspection pit 0.00-1.00m. Cable percussion (150mm) 1.00-20.00m.

CASING: 150mm diam to 6.60m.

BACKFILL: On completion, hole backfilled with arisings.

water strike (m)	casing (m)	rose to (m)	time to rise (min)	remarks	AGS	CONTRACT	CHECKED
3.35	2.70	2.30	20	Water ingress sealed when casing at 6.60m		22273	

# BOREHOLE LOG



CLIENT ALDI STORES

BH101

SITE            BOTLEY ROAD, OXFORD

Sheet 3 of 3

Start Date 9 October 2008

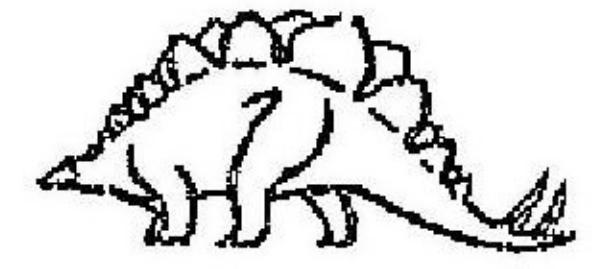
Scale 1 : 50

End Date 9 October 2008

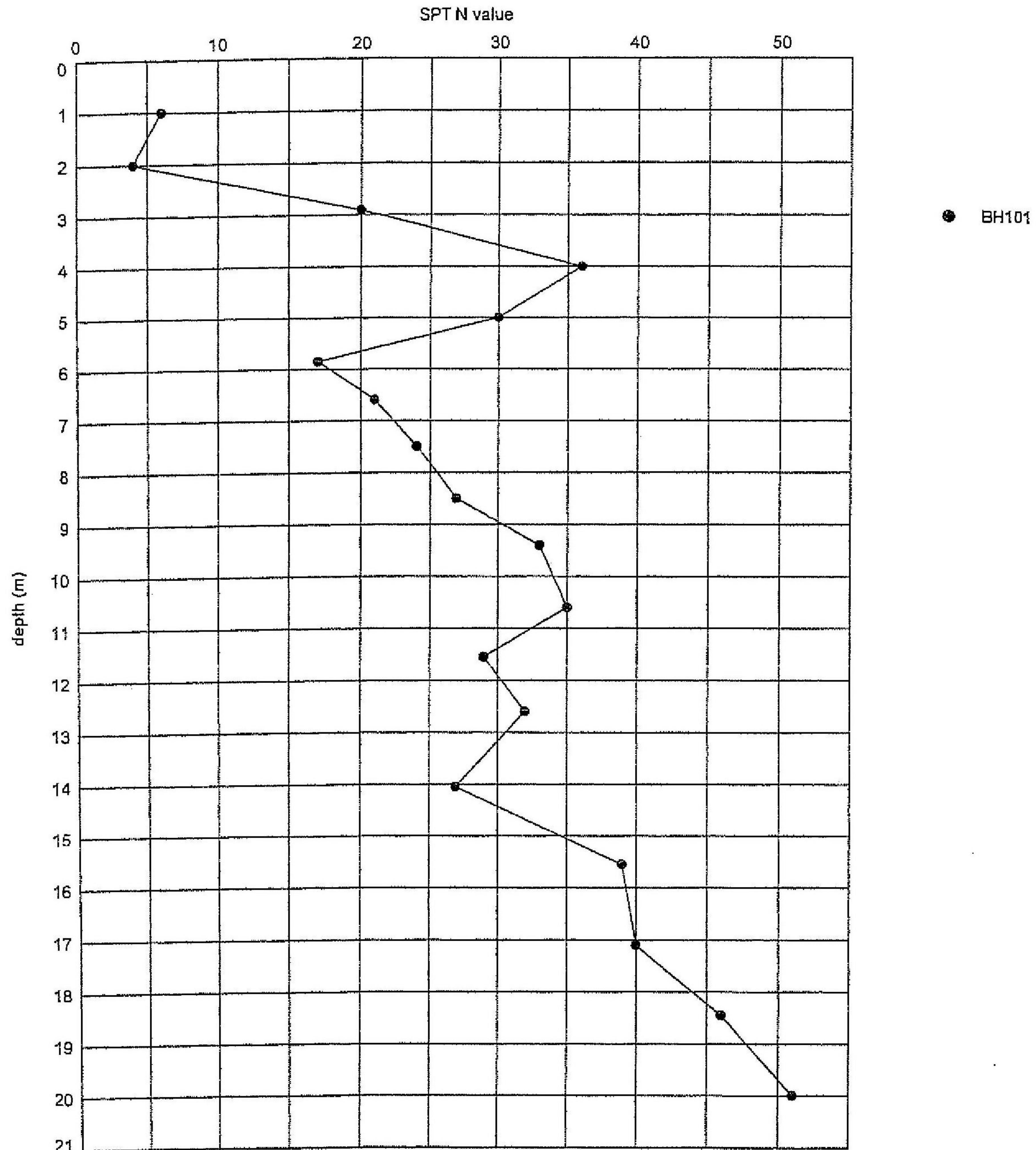
Depth 20.45 m

Geotechnical Engineering Limited

# SPT N VALUE v DEPTH PLOT



CLIENT ALDI STORES  
SITE BOTLEY ROAD, OXFORD



22273.GP1 TRW,JH.GP1 GEOTECH.GLB 13/10/08

Geotechnical Engineering Ltd. Tel. 01452 597743

CONTRACT	CHECKED
22273	[Redacted]