



## **Ordnance Survey Plan Published 1991**

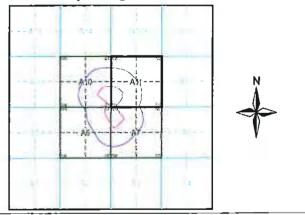
## Source map scale - 1:2,500

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas and by 1896 it covered the whole of what were considered to be the cultivated parts of Great Britain. The published date given below is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with Independent surveys of a single county or group of counties giving rise to significant inaccuracies in outlying areas.

#### Map Name(s) and Date(s)

ı		I	ı
Į	ST1297 1991	ST1397	ı
į	12,500	1 12,500	1
1			ŀ
l	ST1200	ST1396 1991	ı
1	2,500	i 12.500	1
ı		I	ı

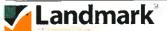
#### Historical Map - Segment A11



#### Order Details

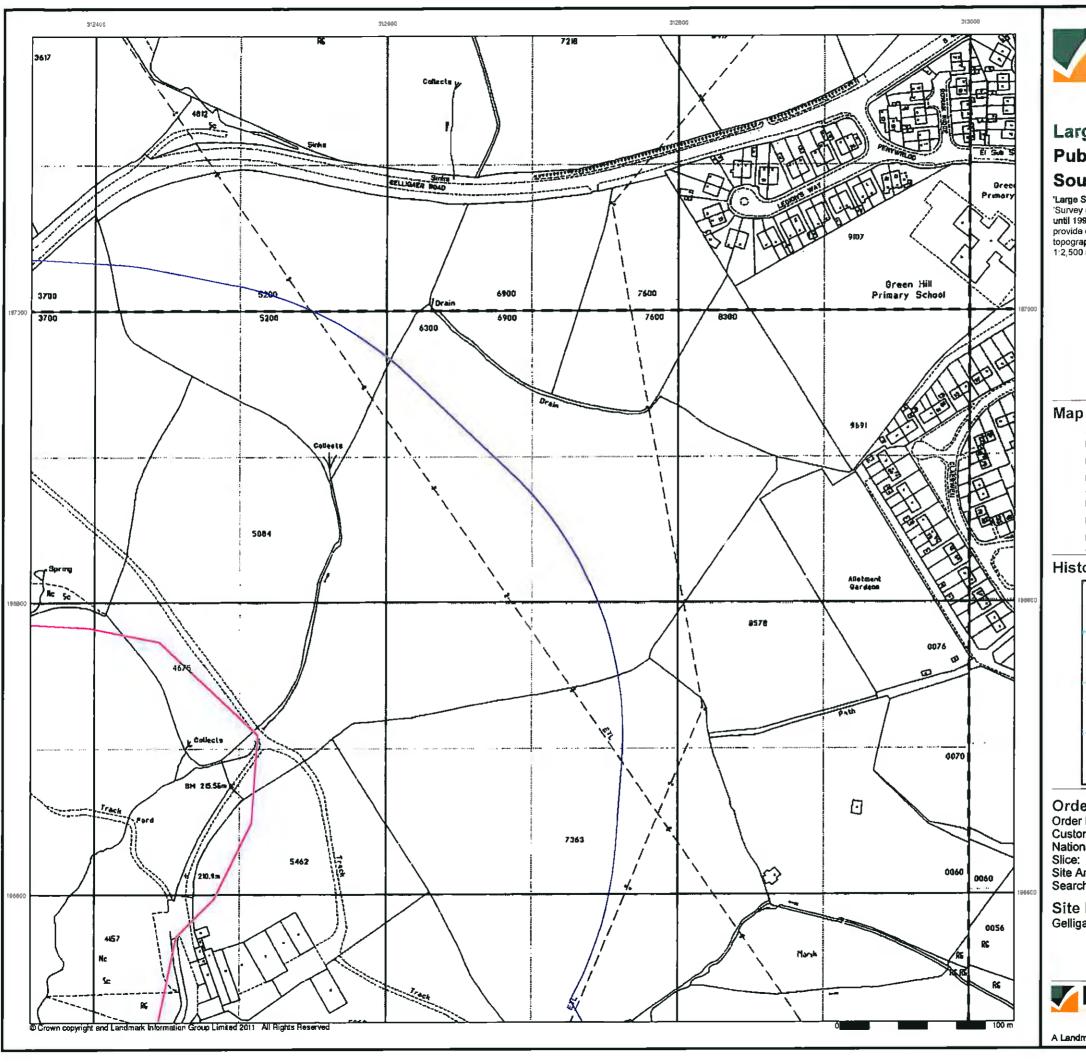
Order Number: 36083971\_1\_1 Customer Ref. Bryn Q National Grid Reference: 312380, 196540 Slice: Site Area (Ha): Search Buffer (m): 10.87 250

Site Details Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951 www.envirocheck.co.uk

A Landmark Information Group Service v42.0 16-Sep-2011 Page 11 of 12





# Large-Scale National Grid Data Published 1993

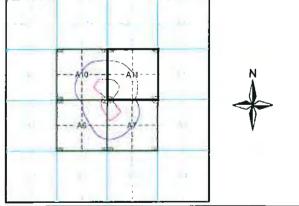
## Source map scale - 1:2,500

'Large Scale National Grid Data' superseded SIM cards (Ordnance Survey's 'Survey of Information on Microfilm') in 1992, and continued to be produced until 1999. These maps were the fore-runners of digital mapping and so provide detailed Information on houses and roads, but tend to show less topographic features such as vegetation. These maps were produced at both 1:2,500 and 1:1,250 scales.

## Map Name(s) and Date(s)

_	_	$\rightarrow$		_	_	_
1		297	1	STI		ı
l	199	3 500	1	199	3 500	1
1			_1			1
_	-	-	-	_	_	_
- 1	Sti	290	-	STI		- 1
I	19.	500		199		ı
1			1			1

#### Historical Map - Segment A11



#### Order Details

Order Number: 36083971\_1\_1
Customer Ref: Bryn Q
National Grid Reference: 312380, 196540
Slice: A
Site Area (Ha): 10.87
Search Buffer (m): 250

#### Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



Fel 0844 844 9952 Fax 0844 844 9951 Web www.envirocheck.co.uk

A Landmark Information Group Service v42.0 18-Sep-2011 Page 12 of 12

# Geology 1:10,000 Maps Legends

#### Superficial Geology

Map Colour	Lex Code	Rock Name	Rock Type	Min and Max Age
	TILLO	Till, Devensian	Diamicton	Devensian - Devensian
	GFDUD	Glaciofluvial Deposits, Devensian	Sand and Gravel	Devensian - Devensian
	PEAT	Peat	Peat	Quaternary - Quaternary

#### Bedrock and Faults

Map Colour	Lex Code	Rock Name	Rock Type	Min and Max Age
	GDB	Grovesend Formation	Sandstone	Westphalian D - Westphalian D
	GDB	Grovesend Formation	Mudstone, Siltstone and Sandstone	Westphalian D - Westphalian D
	Н	Hughes Member	Mudstone, Siltstone and Sandstone	Westphalian D - Westphalian D
-	Н	Hughes Member	Sandstone	Westphalian D - Westphalian D
	Fault			
/	Rock			



## Geology 1:10,000 Maps

This report contains geological map extracts taken from the BGS Digital Geological map of Great Britain at 1:10,000 scale and is designed for users carrying out preliminary site assessments who require geological maps for the area around a site. This mapping may be more up to date than previously published paper maps.

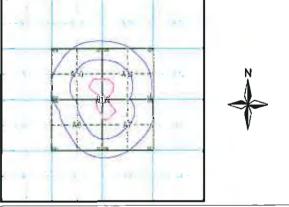
The various geological layers - artificial and landslip deposits, superficial geology and solid (bedrock) geology are displayed in separate maps, but superimposed on the final 'Combined Surface Geology' map. All map legends feature on this page.

Please Note: Not all of the layers have complete nationwide coverage, so availability of data for relevant map sheets is indicated below.

#### Geology 1:10,000 Maps Coverage

Map ID: 1
Map Name: ST19NW
Map Date: 1972
Bedrock Geology: Available
Superficial Geology: Available
Artificial Geology: Available
Faufts: Available
Rock Segments: Available

#### Geology 1:10,000 Maps - Slice A



#### **Order Details**

Order Number: 36083971\_1\_1
Customer Ref: Bryn Q
National Grid Reference: 312380, 196540
Slice: A
Site Area (Ha): 10.87
Search Buffer (m): 500

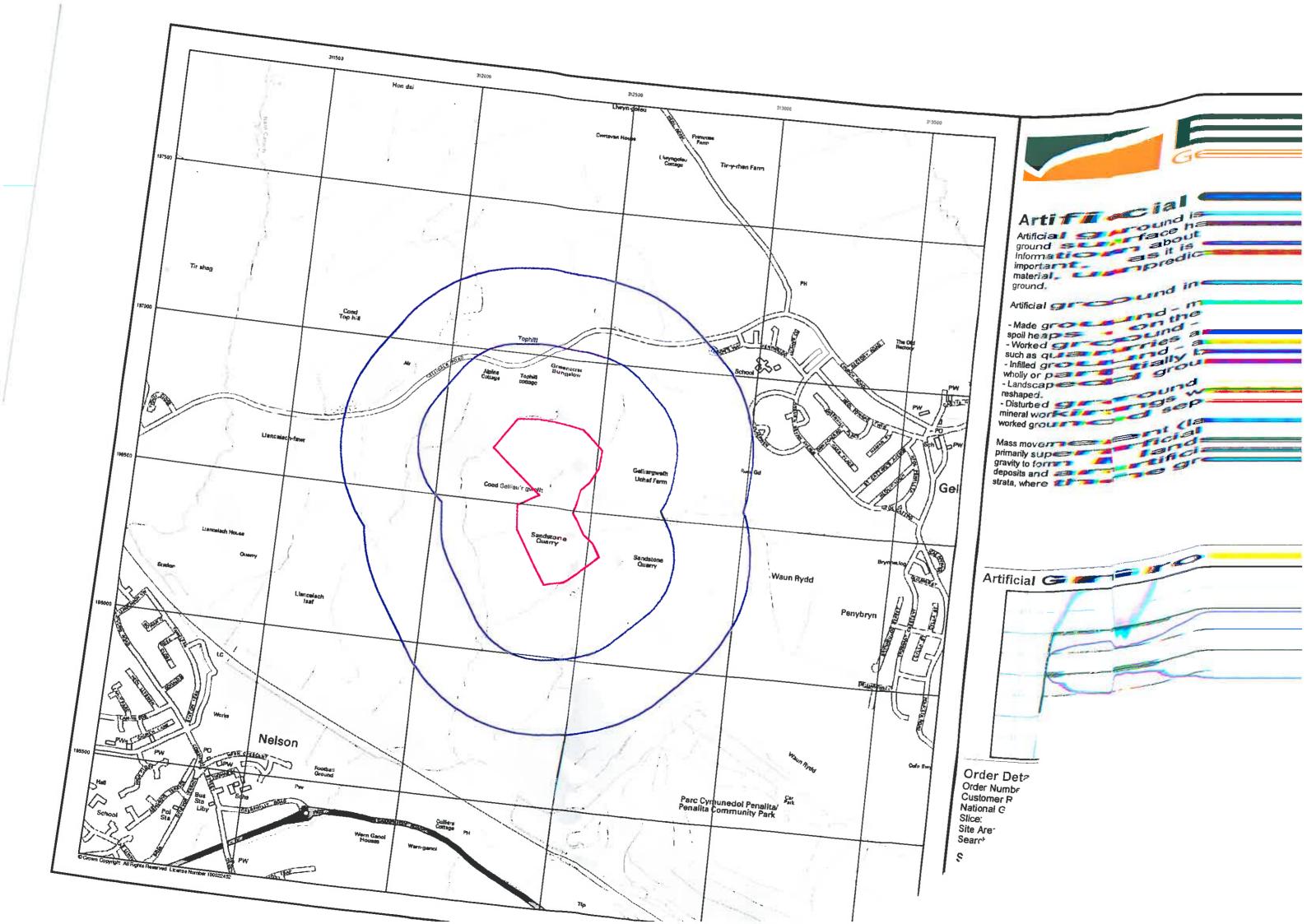
#### Site Details

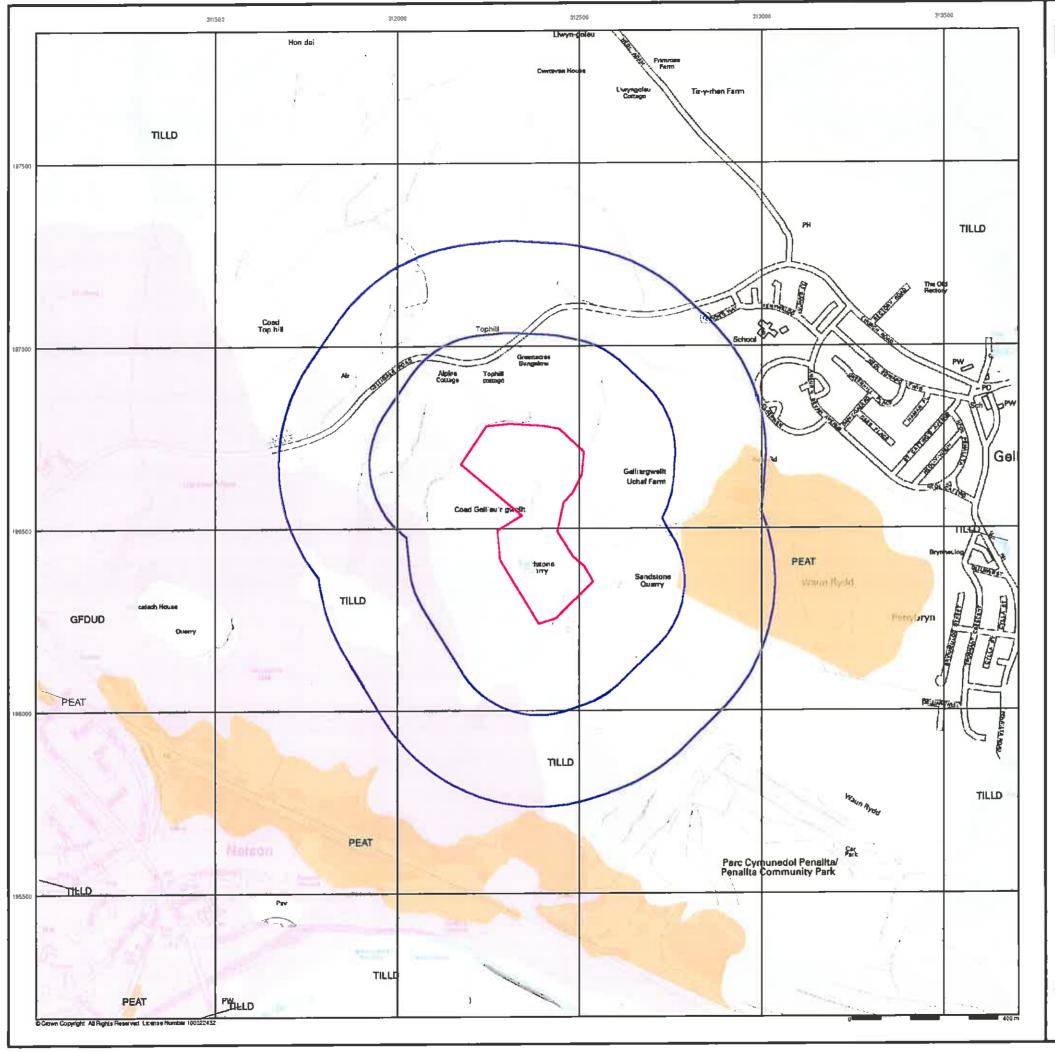
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



el 0344 84 ex 0844 84

0844 844 9952 0844 844 9951 www.envirocheck.co.uk







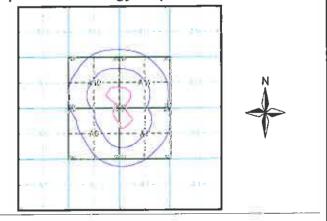
## **Superficial Geology**

BGS 1:10,000 Superficial Deposits are the youngest geological deposits formed during the most recent period of geological time, which extends back about 1.8 million years from the present.

They rest on older deposits or rocks referred to as Bedrock. This dataset contains Superficial deposits that are of natural origin and 'in place'. Other superficial strata may be held in the Mass Movement dataset where they have been moved, or in the Artificial Ground dataset where they are of man-made origin.

Most of these Superficial deposits are unconsolidated sediments such as gravel, sand, silt and clay, and onshore they form relatively thin, often discontinuous patches or larger spreads.

### Superficial Geology Map - Slice A



#### **Order Details**

Order Number: 36083971\_1\_1 Customer Ref: Bryn Q
National Grid Reference: 312380, 196540 Slice: 10.87 Site Area (Ha):

Search Buffer (m):

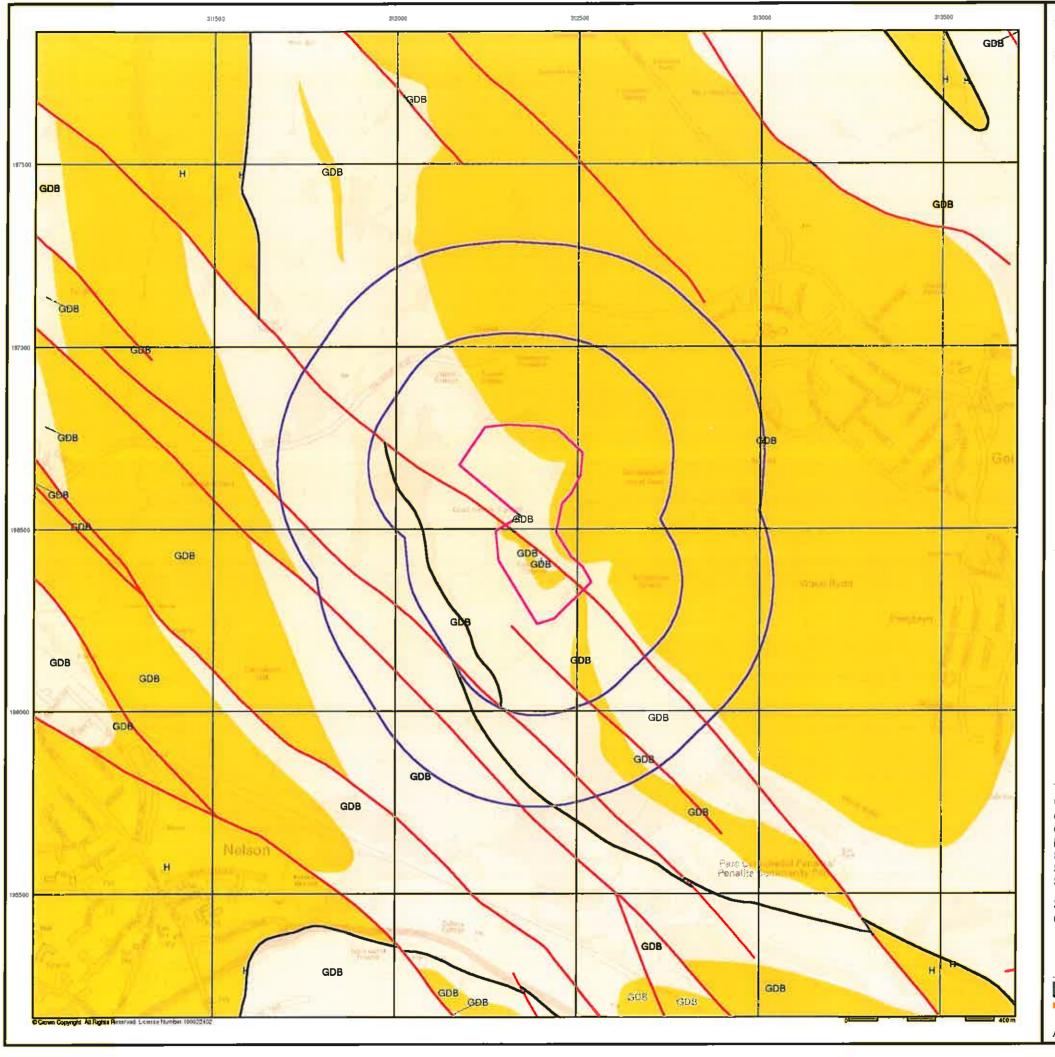
Site Details Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 16-Sep-2011

Page 3 of 5





## Bedrock and Faults

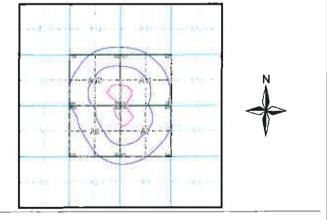
Bedrock geology is a term used for the main mass of rocks forming the Earth and are present everywhere, whether exposed at the surface in outcrops or concealed beneath superficial deposits

The bedrock has formed over vast lengths of geological time ranging from ancient and highly altered rocks of the Proterozoic, some 2500 million years ago, or older, up to the relatively young Pliocene, 1.8 million years ago.

The bedrock geology includes many lithologies, often classified into three types based on origin: igneous, metamorphic and

The BGS Faults and Rock Segments dataset Includes geological faults and thin beds mapped as lines such as coal seams and mineral veins. These are not restricted by age and could relate to features of any of the 1:10,000 geology datasets.

#### Bedrock and Faults Map - Slice A



#### **Order Details**

Order Number: 36083971\_1\_1 Customer Ref. Bryn Q National Grid Reference: 312380, 196540 Slice: Site Area (Ha): Search Buffer (m): 10.87

#### Site Details

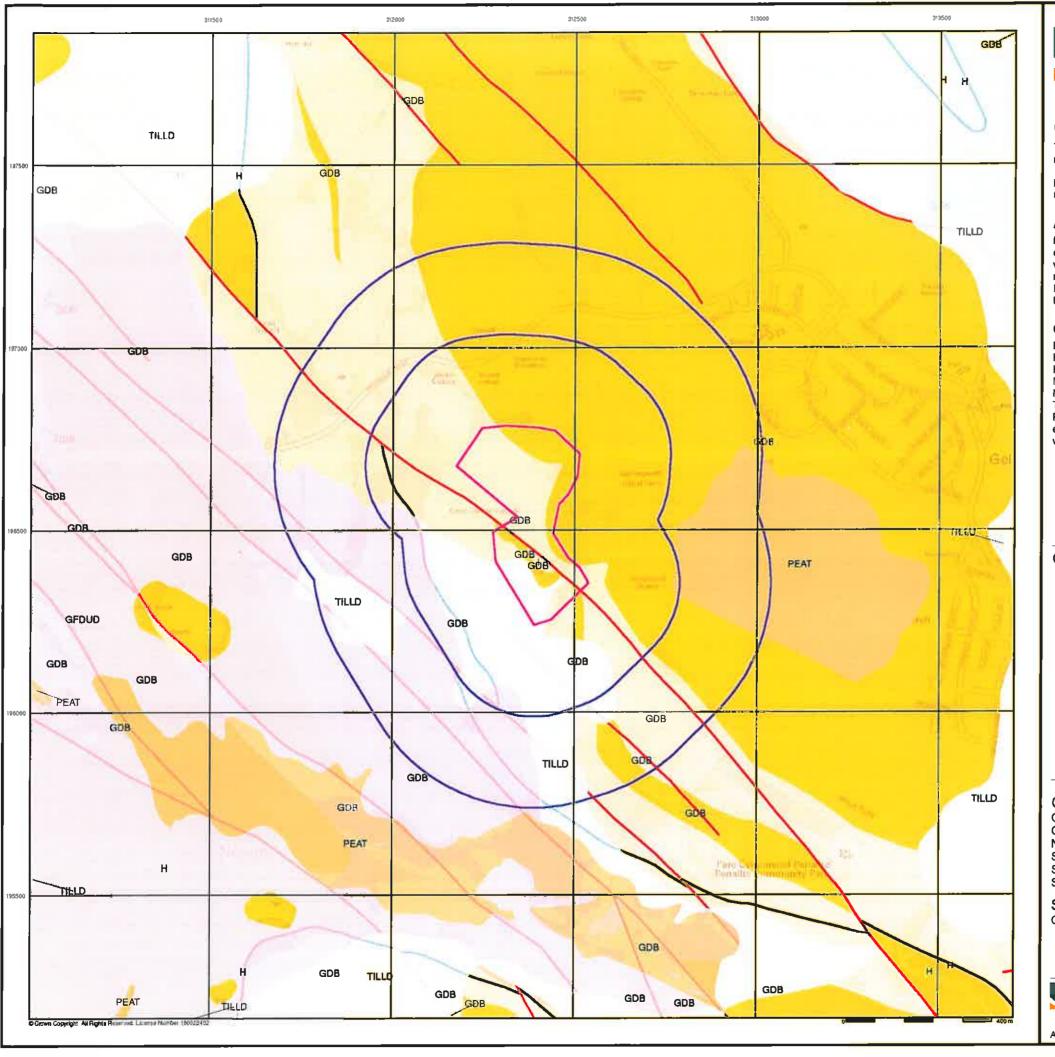
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY

500



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 16-Sep-2011 Page 4 of 5





## **Combined Surface Geology**

The Combined Surface Geology map combines all the previous maps into one combined geological overview of your site.

Please consult the legends to the previous maps to interpret the Combined "Surface Geology" map.

#### Additional information

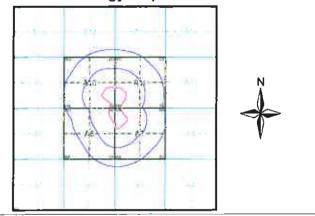
More information on 1:10,000 Geological mapping and explanations of rock classifications can be found on the BGS website. Using the LEX Codes in this report, further descriptions of rock types can be obtained by interrogating the 'BGS Lexicon of Named Rock Units'. This database can be accessed by following the 'Information and Data' link on the BGS website.

#### Contact

British Geological Survey Kingsley Dunham Centre Keyworth Nottingham NG12 5GG Telephone: 0115 936 3143 Fax: 0115 936 3276

email: enquiries@bgs.ac.uk website: www.bgs.ac.uk

#### Combined Geology Map - Slice A



#### **Order Details**

Order Number: 36083971\_1\_1 Customer Ref: Bryn Q National Grid Reference: 312380, 196540

Slice: 10.87 Site Area (Ha):

Search Buffer (m): 500

#### Site Details

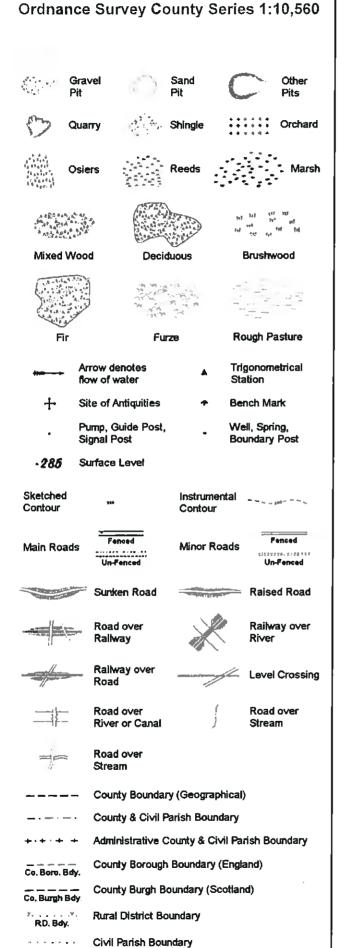
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 18-Sep-2011 Page 5 of 5

## **Historical Mapping Legends**



# Ordnance Survey Plan 1:10,000

وسسه	Chalk Pit, Clay Pit or Quarry		Gravel Pit
			、 Disused Pit ✓ or Quarry
	Refuse or Slag Heap	<b>@</b>	Lake, Loch or Pond
A. dua.	Dunes	000	Boulders
* * *	Coniferous Trees	4	Non-Coniferous Trees
ቀ ቀ	Orchard 0 n -	Scrub	\Y₁v Coppice
ជា ជា ជា	Bracken	Heath '	۱۱/۱, Rough Grasslar
<u></u>	MarshV///	Reeds	→ <u>ı</u> Saltings
		ion of Flow of	Water
	Building	16	Shingle
	*	*	Sand
	Glasshouse		
		Pylon	Electricity
***************************************	Sloping Masonry	Pole	Transmission Line
		• <del>-</del>	<b>-</b>
Cutting	Embankme	nt 	Standard Gauge
***	minimum.		Multiple Track
Road	U  ☐''' Road Level	Foot	Standard Gauge Single Track
Under	Over Crossi	ng Bridge	Siding, Tramway
			or Mineral Line
<del>-                                    </del>	+ + + + +	+ +	→ Narrow Gauge
	Geographical Cou	inty	
	<ul> <li>Administrative Co or County of City</li> </ul>	unty, County E	lorough
	Municipal Boroug  Burgh or Olstrict (		rad District,
	Borough, Burgh of Shown only when and		
	_ Civil Parish Shown alternately wit	en colncidence a	f houndaries occurs
BP, B9	Boundary Post or Stone	Pol Sta /	Police Station
Ch	Church		Post Office
CH CH	Ctub House		ublic Convenience
FESta FB	Fire Engine Station Foot Bridge		Public House Signal Box
ro Fn	Fountain		ogna box Opring
GP	Guide Post	•	elephone Call Box
MP	Mile Post		Telephone Call Post
MS	Mile Stone	W 1	Nøll .

#### 1:10,000 Raster Mapping

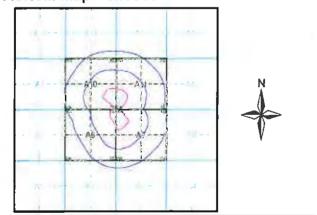
(ED)	Gravel Pit		Refuse tip or stag heap
12 M 12	Rock	, , ,	Rock (scattered)
	Boulders	····	Boulders (scattered)
	Shingle	Mud	Mud
Sand	Sand		Sand Pit
*********	Slopes		Top of cliff
	General detail		Underground detail
	- Overhead detail		Narrow gauge
	_ Multi-track railway		railway Single track railway
	County boundary (England only)	• • • • • • •	Civil, parish or community boundary
	District, Unitary, Metropolitan, London Borough boundary		Constituency boundary
60 it	Area of wooded vegetation	مم مم	Non-coniferous trees
۵	Non-coniferous trees (scattered)	1.2 t.	Coniferous trees
		** **	
۵.	trees (scattered) Coniferous	4 × 4 ×	trees Positioned
۵ * *	trees (scattered)  Coniferous trees (scattered)	· ·	trees Positioned tree Coppice
Δ	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough	<b>3 3</b>	trees  Positioned tree  Coppice or Osiers
Δ	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grassland	die die	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt
Δ	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grassland  Scrub	die die	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt Marsh or Reeds
Δ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grasstand  Scrub  Water feature  Mean high	A A A A A A A A A A A A A A A A A A A	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt Marsh or Reeds  Flow arrows  Mean low water (springs)  Electricity transmission line
Δ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grassland  Scrub  Water feature  Mean high water (springs)  Telephone line	A A A A A A A A A A A A A A A A A A A	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt Marsh or Reeds  Flow arrows  Mean low water (springs)  Electricity
A A A A A A A A A A A A A A A A A A A	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grassland  Scrub  Water feature  Mean high water (springs)  Telephone line (where shown)  Bench mark	MLW(S)	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt Marsh or Reeds  Flow arrows  Mean low water (springs)  Electricity transmission line (with poles)  Triangulation
A A A A A A A A A A A A A A A A A A A	trees (scattered)  Coniferous trees (scattered)  Orchard  Rough Grassland  Scrub  Water feature  Mean high water (springs)  Telephone line (where shown)  Bench mark (where shown)  Point feature (e.g. Guide Post	MLW(S)	trees  Positioned tree  Coppice or Osiers  Heath  Marsh, Salt Marsh or Reeds  Flow arrows  Mean low water (springs)  Electricity transmission line (with poles)  Triangulation station  Pylon, flare stack



#### Historical Mapping & Photography included:

Mapping Type	Scale	Date	Po
Glamorganshire	1:10,560	1884	1 2
Monmouthshire	1:10,560	1686	3
Glamorganshire	1:10,560	1901	4
Glamorganshire	1:10,560	1921 - 1922	
Glamorganshire	1:10,560	1938	E
Historical Aerial Photography	1:10,560	1945	7
Glamorganshire	1:10,560	1953	1
Ordnance Survey Plan	1:10,000	1960	
Ordnance Survey Plan	1:10,000	1965	110
Ordnance Survey Plan	1:10,000	1974	11
Ordnance Survey Plan	1:10,000	1986	12
10K Raster Mapping	1:10,000	1999	13
10K Raster Mapping	1:10,000	2006	14
10K Raster Mapping	1:10,000	2011	15

#### Historical Map - Slice A



**Order Details** 

Order Number: 36083971\_1\_1 Customer Ref. Bryn Q National Grid Reference: 312380, 196540 Slice:

Site Area (Ha):

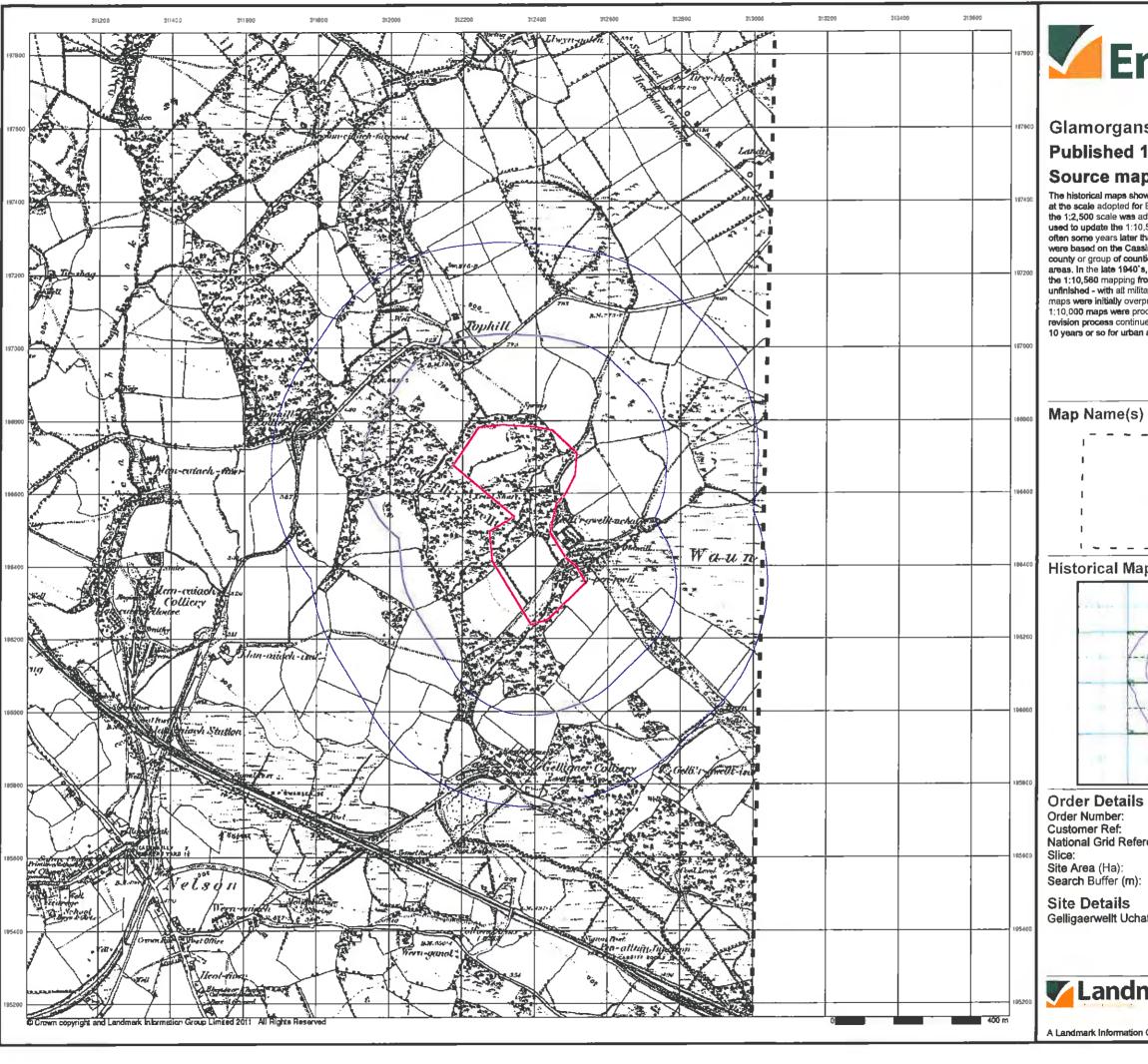
10.87 Search Buffer (m): 500

Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



A Landmark Information Group Service v42.0 16-Sep-2011 Page 1 of 15





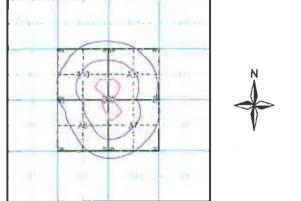
## Glamorganshire **Published 1884** Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's, In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



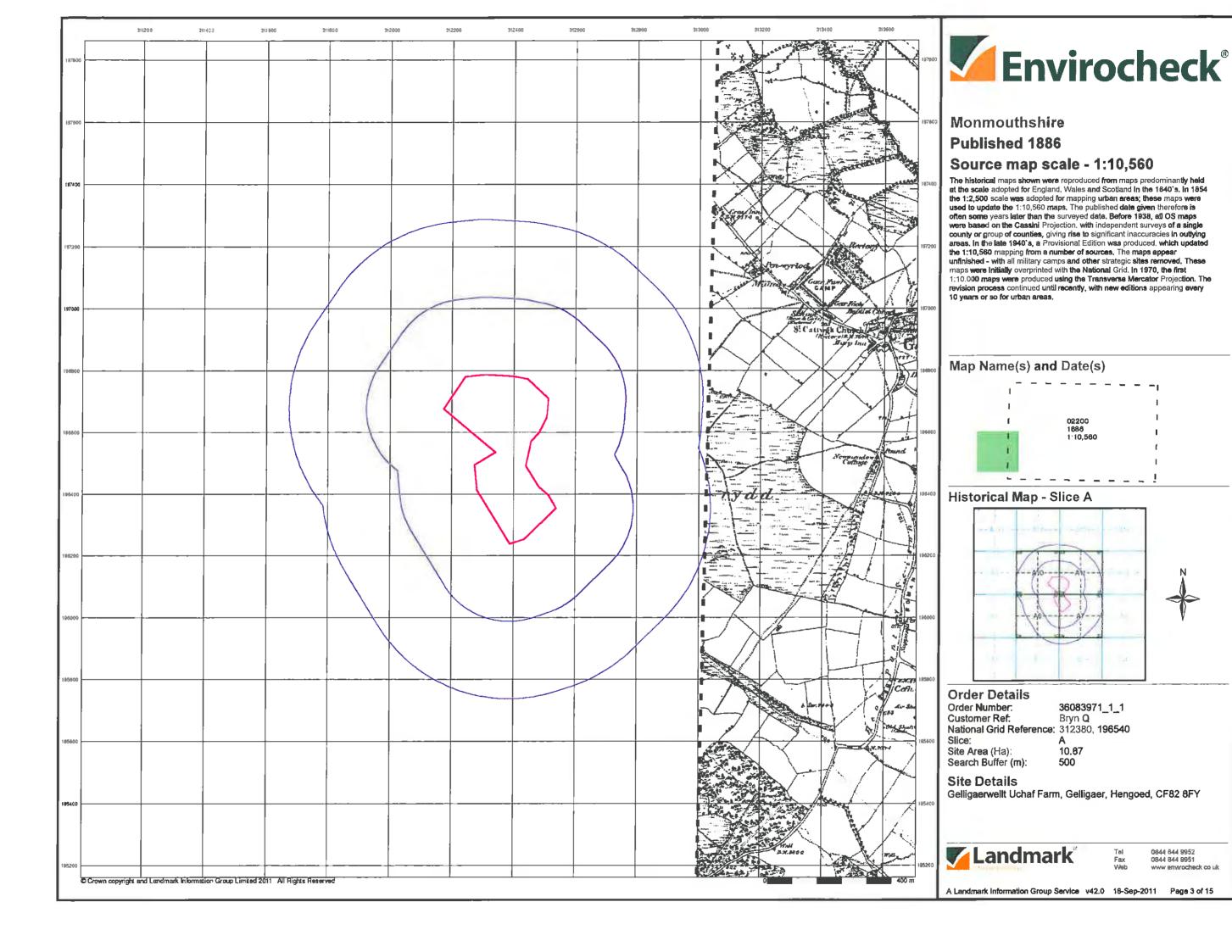
36083971\_1\_1 Bryn Q Order Number: Customer Ref. National Grid Reference: 312380, 196540 10.87 500

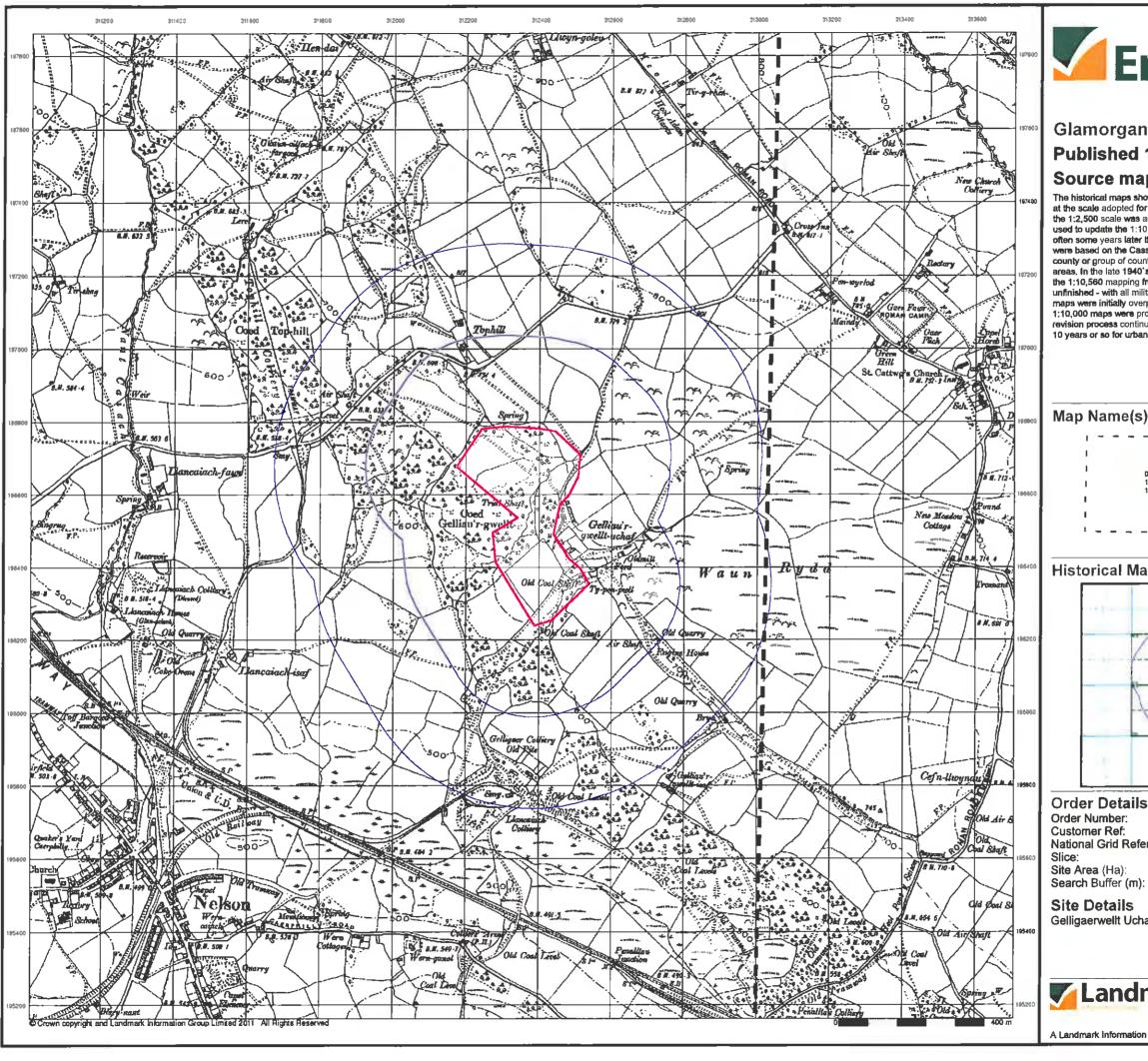
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 18-Sep-2011 Page 2 of 15





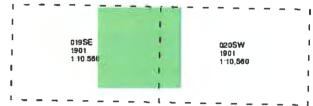


# Glamorganshire **Published 1901**

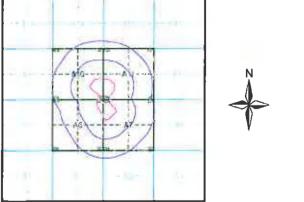
## Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid, In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### Order Details

36083971\_1\_1 Order Number: Customer Ref: Bryn Q National Grid Reference: 312380, 196540 Site Area (Ha): 10.87

#### **Site Details**

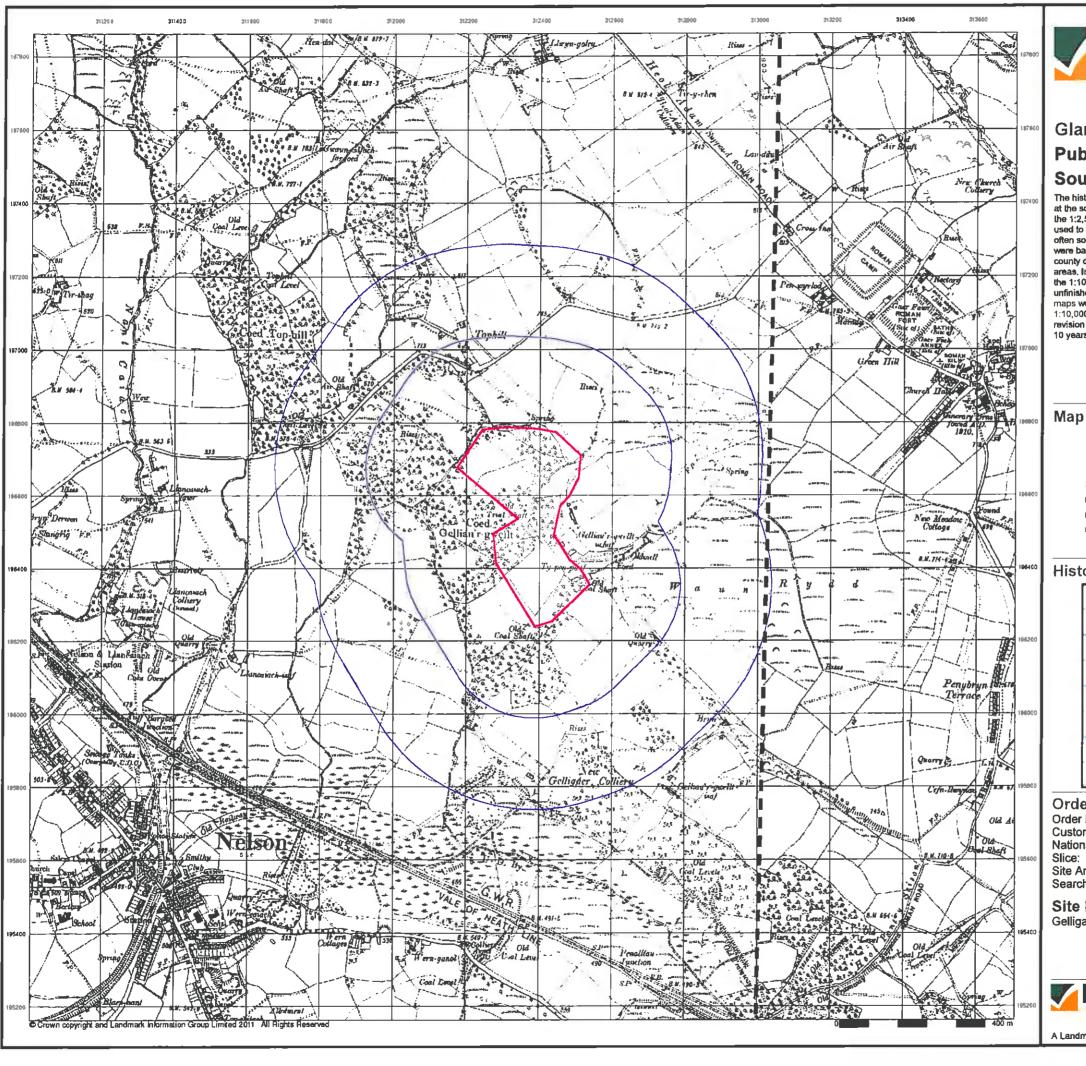
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY

500



0844 844 9952 0844 844 9951 www.envirocheck.co.uk

A Landmark Information Group Service v42.0 18-Sep-2011 Page 4 of 15

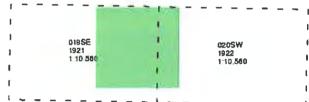




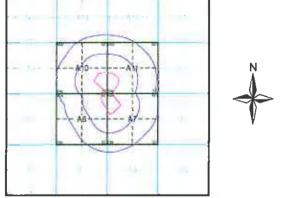
## Glamorganshire **Published 1921 - 1922** Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's, in 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which update the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed, These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### Order Details

36083971\_1\_1 Order Number: Bryn Q Customer Ref: National Grid Reference: 312380, 196540 Site Area (Ha): Search Buffer (m): 10.87

#### Site Details

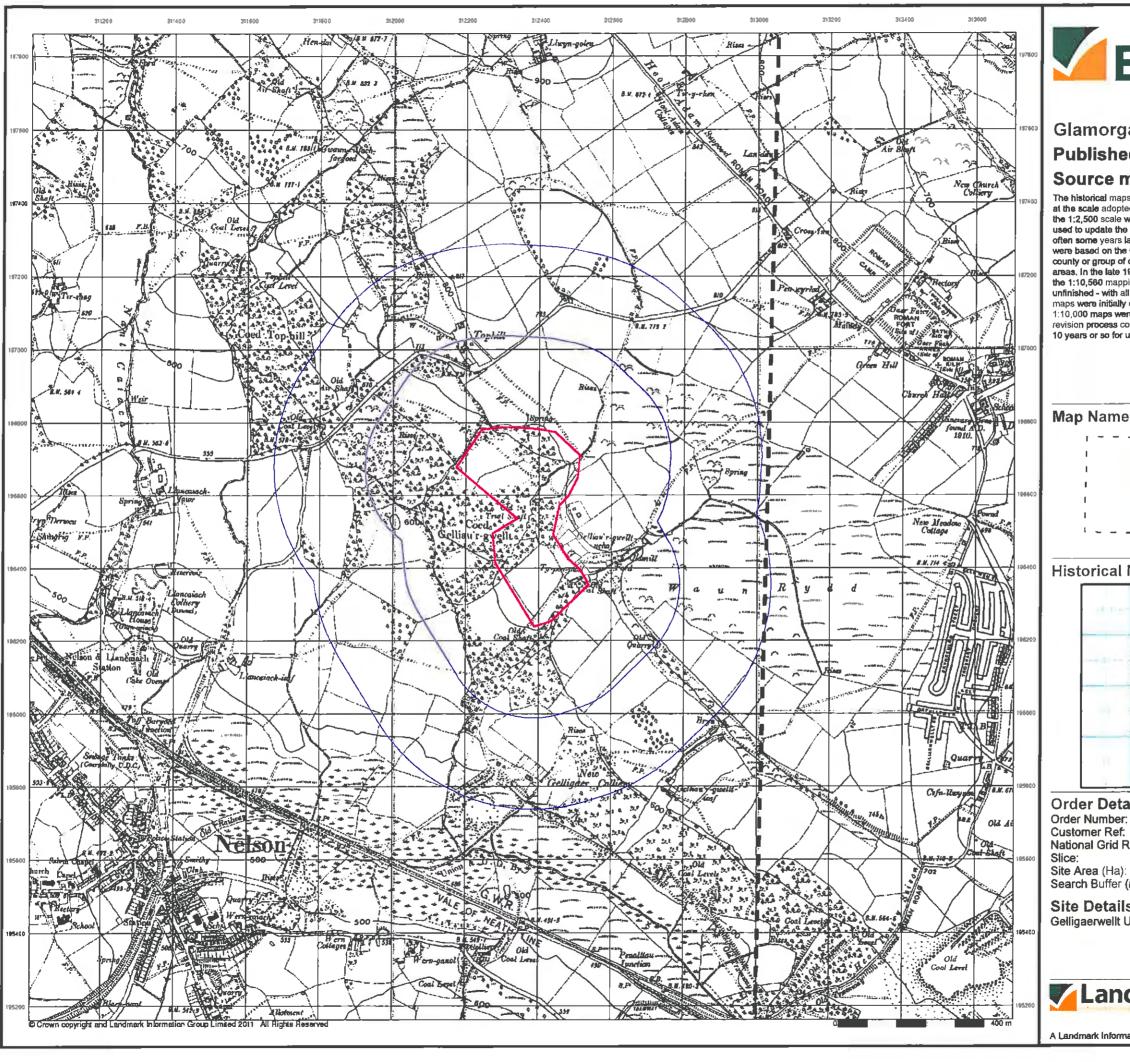
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY

500



0844 844 9952 0844 844 9951 www.anvirocheck.co.uk

A Landmark Information Group Service v42.0 18-Sep-2011 Page 5 of 15





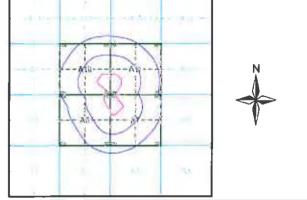
## Glamorganshire **Published 1938** Source map scale - 1:10,560

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1;10,560 maps. The published data given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which update the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### **Order Details**

36083971\_1\_1 Customer Ref: Bryn Q National Grid Reference: 312380, 196540 Slice: Site Area (Ha): Search Buffer (m): 10.87 500

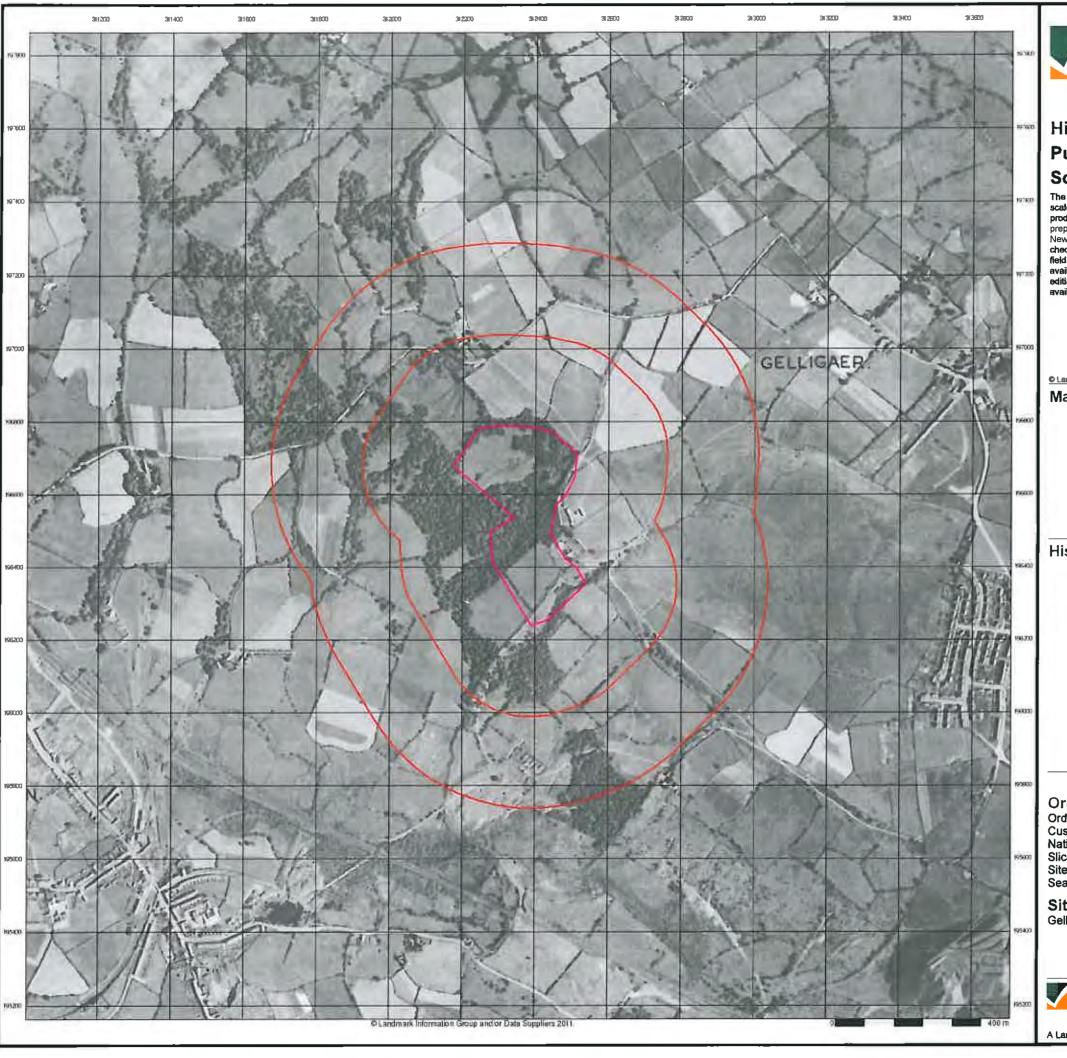
#### Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 18-Sep-2011 Page 8 of 15





## **Historical Aerial Photography Published 1945**

### Source map scale - 1:10,560

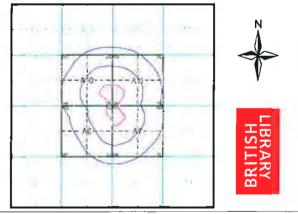
The Historical Aerial Photos were produced by the Ordnance Survey at a scale of 1:1,250 and 1:10,560 from Air Force photography. They were produced between 1944 and 1951 as an interim measure, pending preparation of conventional mapping, due to post war resource shortages. New security measures in the 1950's meant that every photograph was re-checked for potentially unsafe information with security sites replaced by fake fields or clouds. The original editions were withdrawn and only later made available after a period of fifty years although due to the accuracy of the editing, without viewing both revisions it is not easy to spot the edits. Where available Landmark have included both revisions.

O Landmark Information Group and/or Data Suppliers 2010.

#### Map Name(s) and Date(s)



### Historical Aerial Photography - Slice A



#### Order Details

Order Number: 36083971\_1\_1
Customer Ref: Bryn Q
National Grid Reference: 312380, 196540

Site Area (Ha): Search Buffer (m): 10.87 500

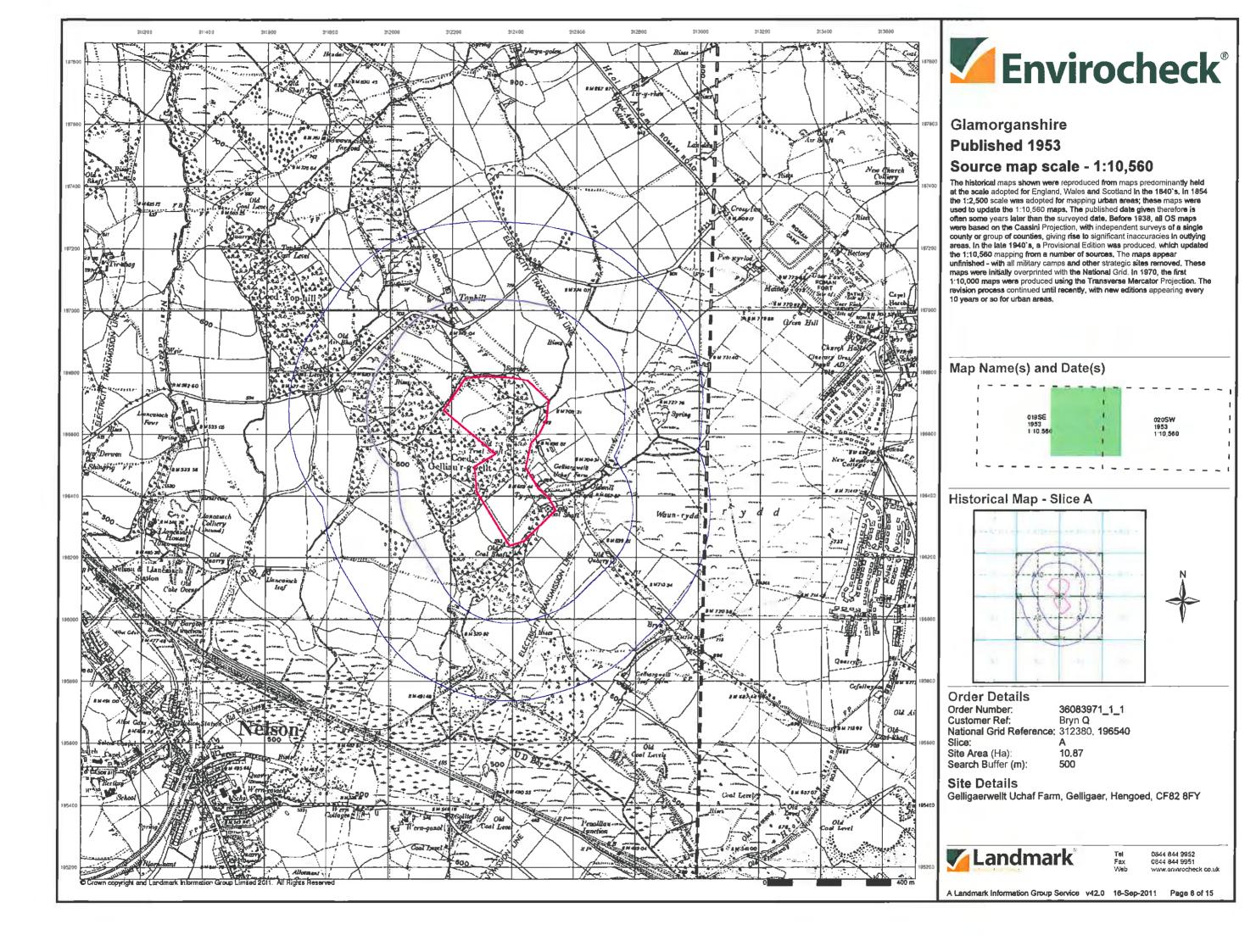
#### Site Details

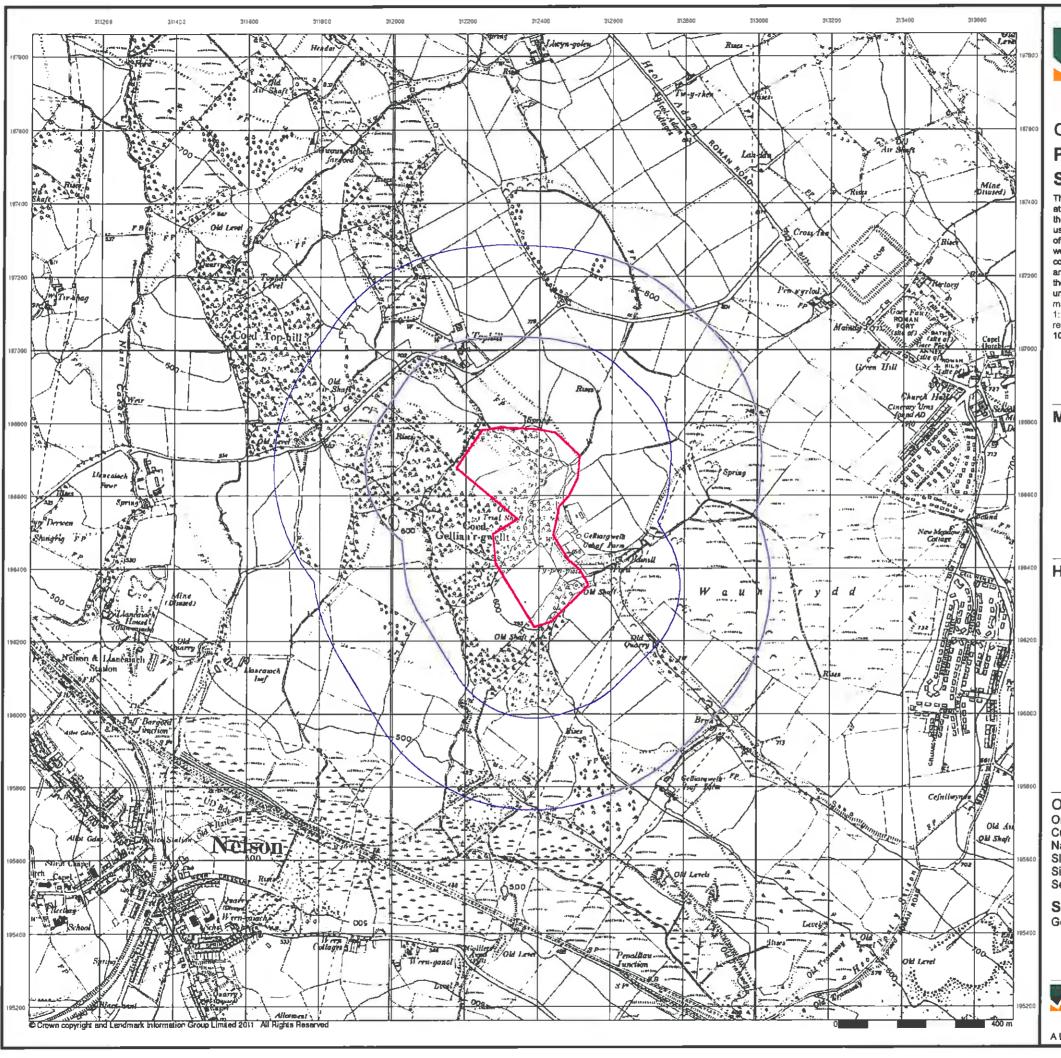
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 18-Sep-2011 Page 7 of 15







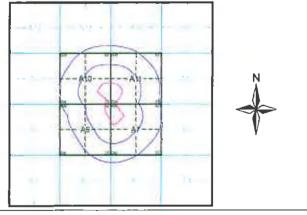
# Ordnance Survey Plan Published 1960 Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



Order Details

Order Number: 36083971\_1\_1
Customer Ref: Bryn Q
National Grid Reference: 312380, 196540

Slice:

Site Area (Ha): 10.87 Search Buffer (m): 500

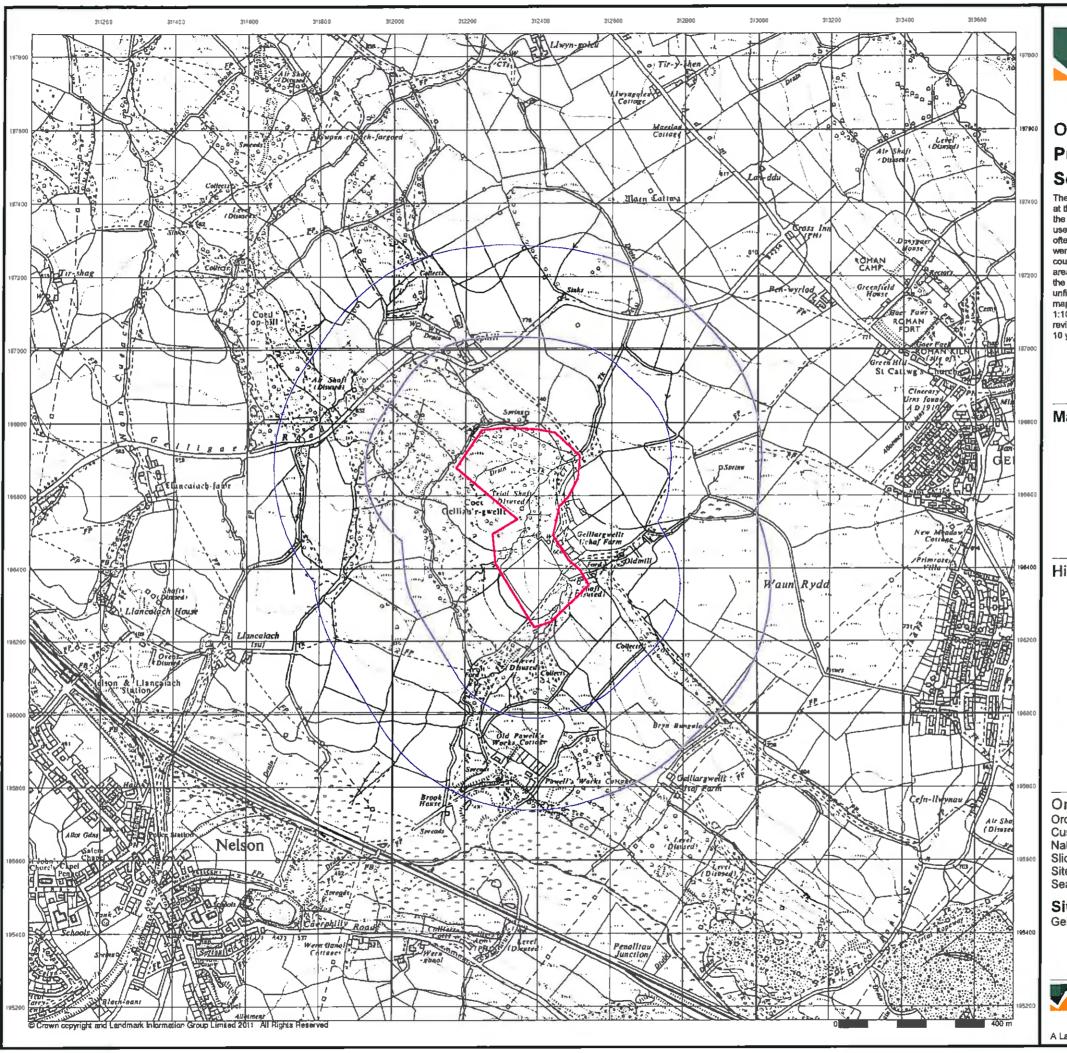
Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



el 0844 844 9952 ex 0844 844 9951 feb www.erryroche

A Landmark Information Group Service v42.0 16-Sep-2011 Page 9 of 15

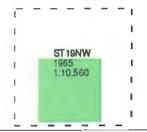




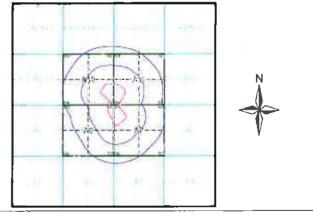
## **Ordnance Survey Plan** Published 1965 Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's, in 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced. which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### Order Details

36083971\_1\_1 Order Number: Customer Ref: Bryn Q National Grid Reference: 312380, 196540

Slice:

Site Area (Ha): 10.87 Search Buffer (m):

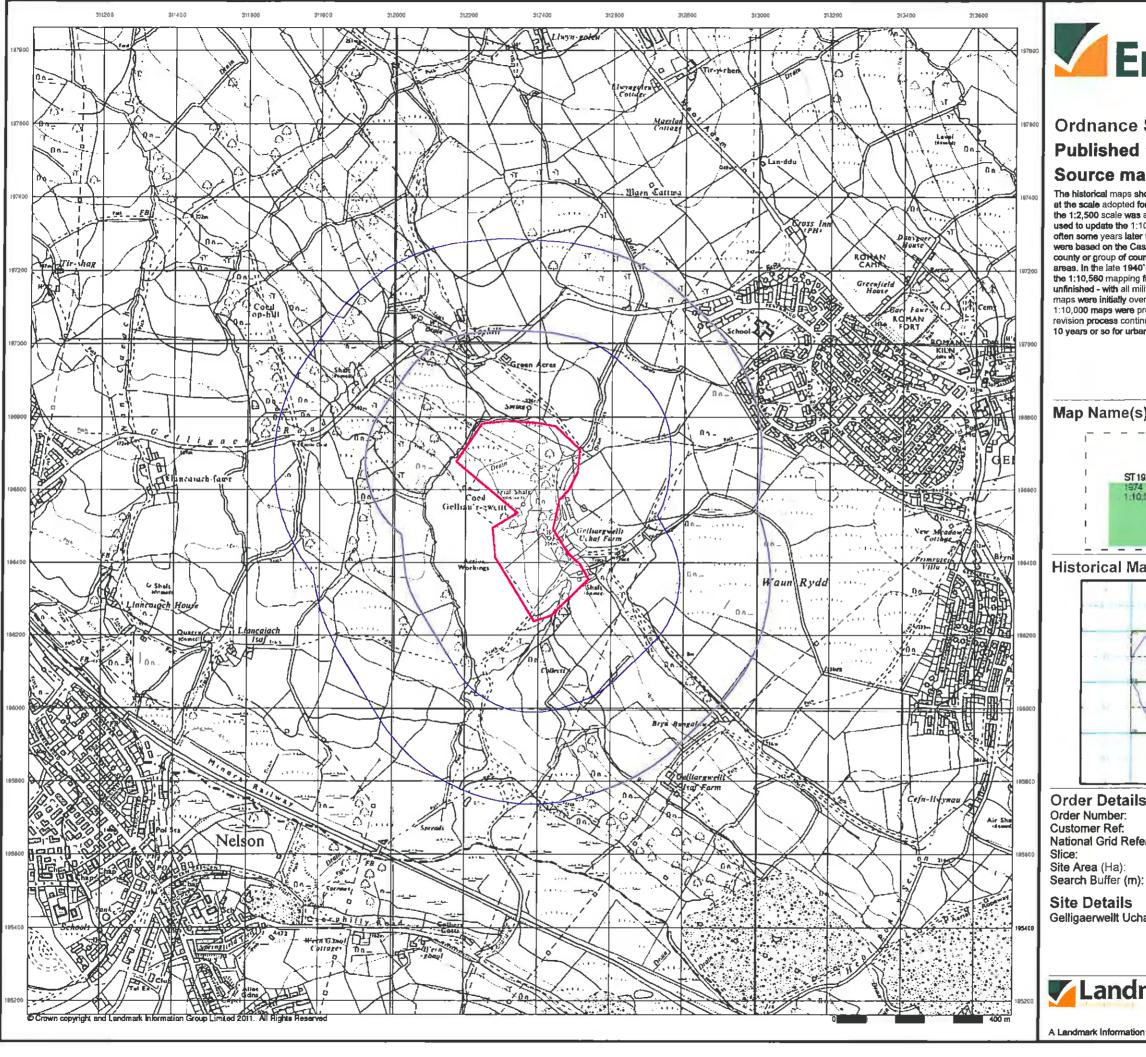
#### Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 16-Sep-2011 Page 10 of 15





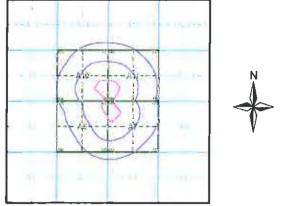
## **Ordnance Survey Plan Published 1974** Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's, in 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which updated the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid. In 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### **Order Details**

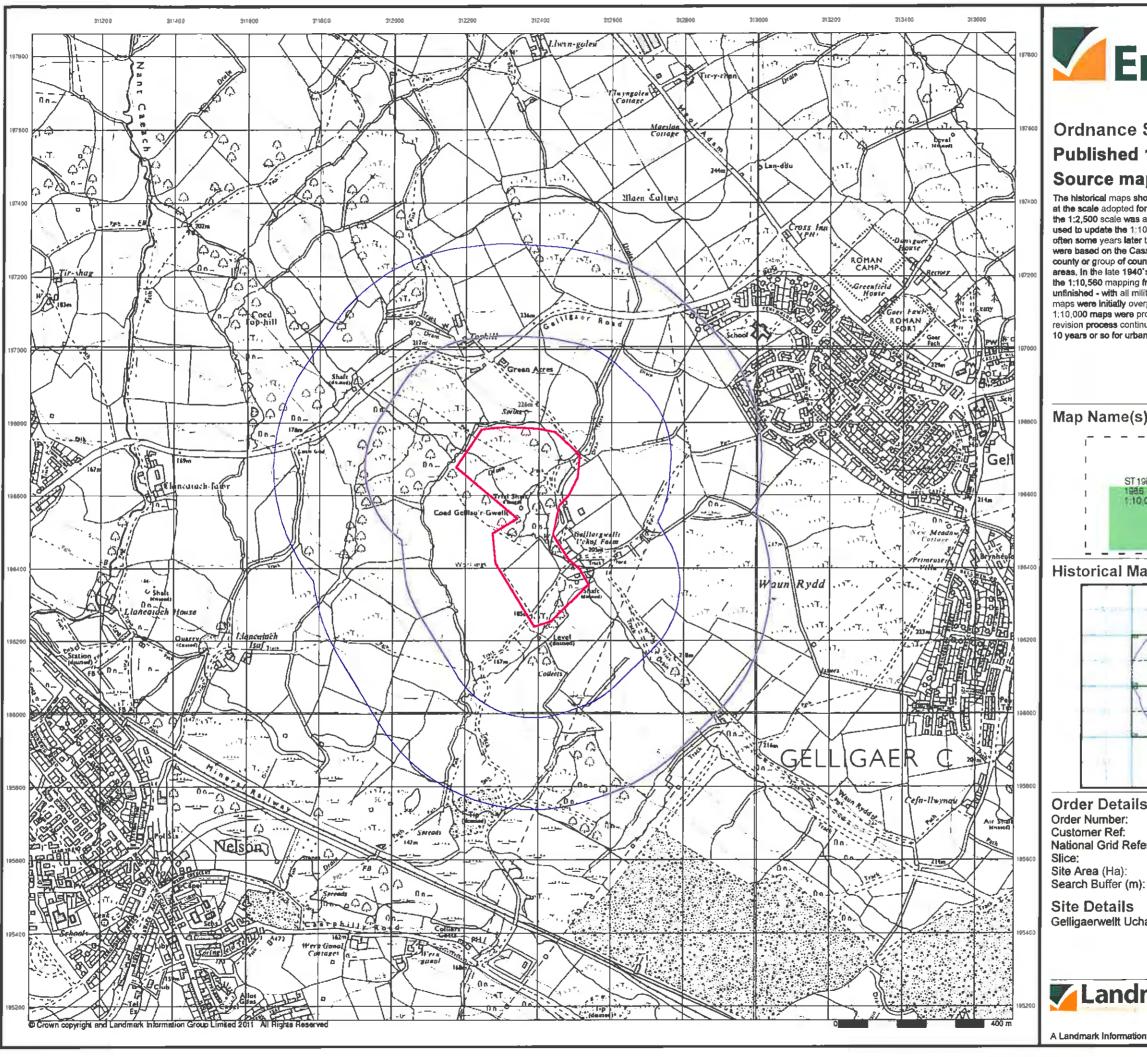
Order Number: 36083971\_1\_1 Customer Ref. Bryn Q National Grid Reference: 312380, 196540 Slice: Site Area (Ha): 10.87

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42.0 16-Sep-2011 Page 11 of 15

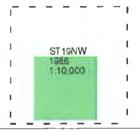




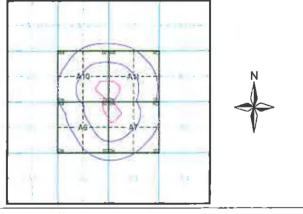
## **Ordnance Survey Plan** Published 1986 Source map scale - 1:10,000

The historical maps shown were reproduced from maps predominantly held at the scale adopted for England, Wales and Scotland in the 1840's. In 1854 the 1:2,500 scale was adopted for mapping urban areas; these maps were used to update the 1:10,560 maps. The published date given therefore is often some years later than the surveyed date. Before 1938, all OS maps were based on the Cassini Projection, with independent surveys of a single county or group of counties, giving rise to significant inaccuracies in outlying areas. In the late 1940's, a Provisional Edition was produced, which update the 1:10,560 mapping from a number of sources. The maps appear unfinished - with all military camps and other strategic sites removed. These maps were initially overprinted with the National Grid, in 1970, the first 1:10,000 maps were produced using the Transverse Mercator Projection. The revision process continued until recently, with new editions appearing every 10 years or so for urban areas.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



#### **Order Details**

Order Number: 36083971 1 1 Customer Ref: Bryn Q National Grid Reference: 312380, 196540 Slice: Site Area (Ha): 10.87

#### Site Details

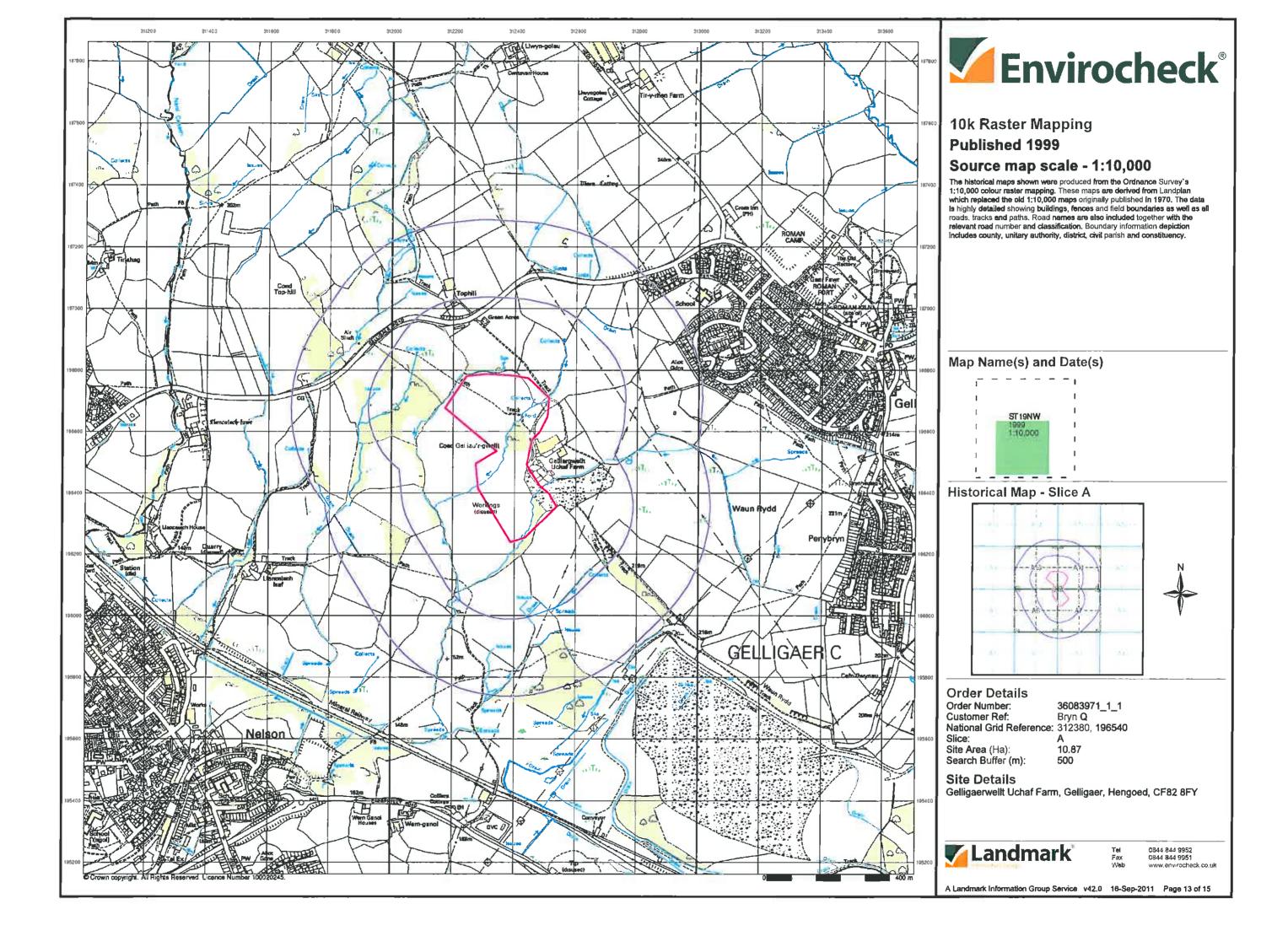
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY

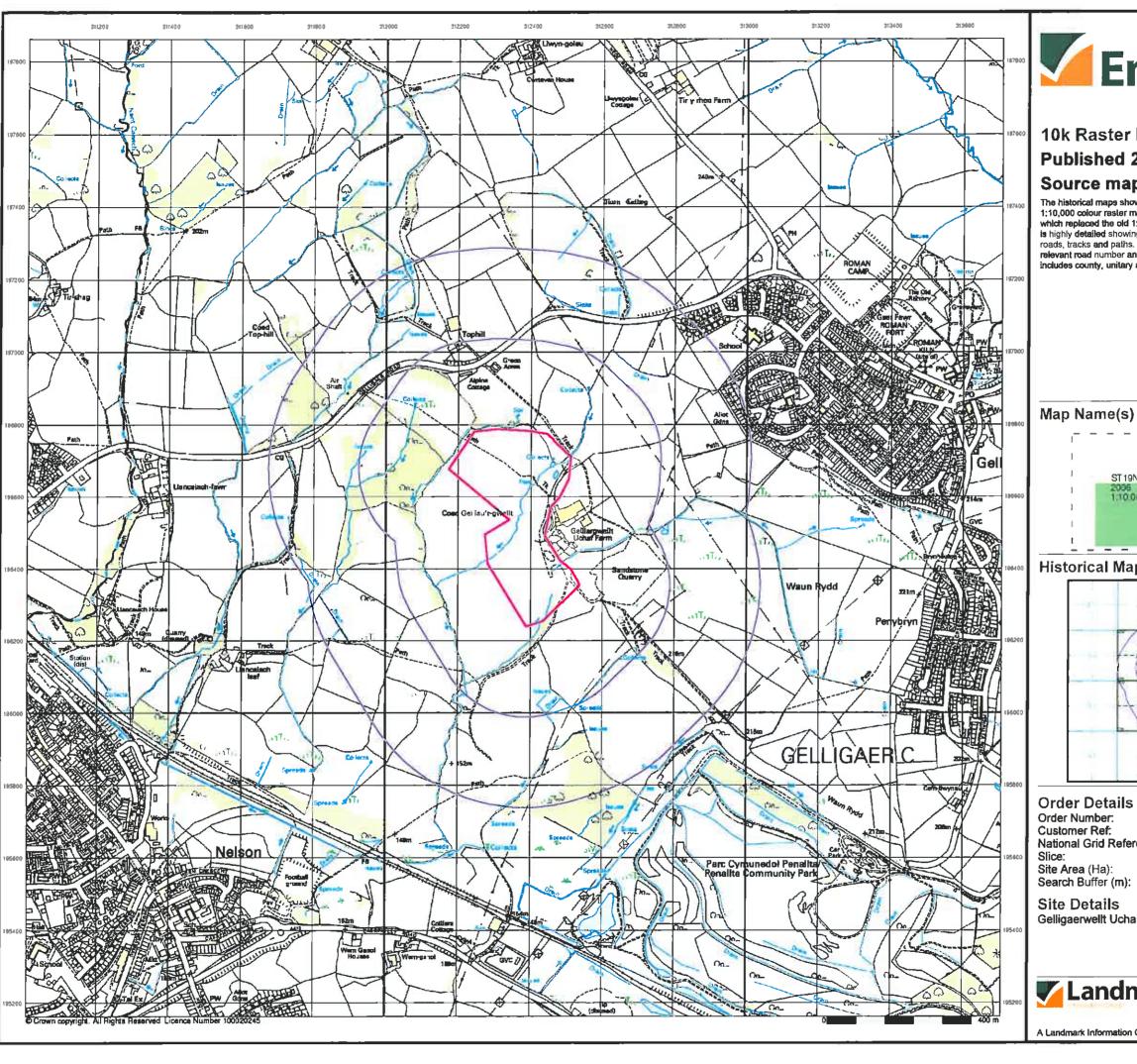
500



0844 844 9952 0844 844 9951

A Landmark Information Group Service v42,0 18-Sep-2011 Page 12 of 15







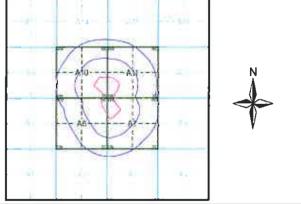
## 10k Raster Mapping **Published 2006** Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 colour rester mapping. These maps are derived from Landplan which replaced the old 1:10,000 maps originally published in 1970. The data is highly detailed showing buildings, fences and field boundaries as well as all roads, tracks and paths. Road names are also included together with the relevant road number and classification, Boundary information depiction includes county, unitary authority, district, civil parish and constituency.

#### Map Name(s) and Date(s)



#### Historical Map - Slice A



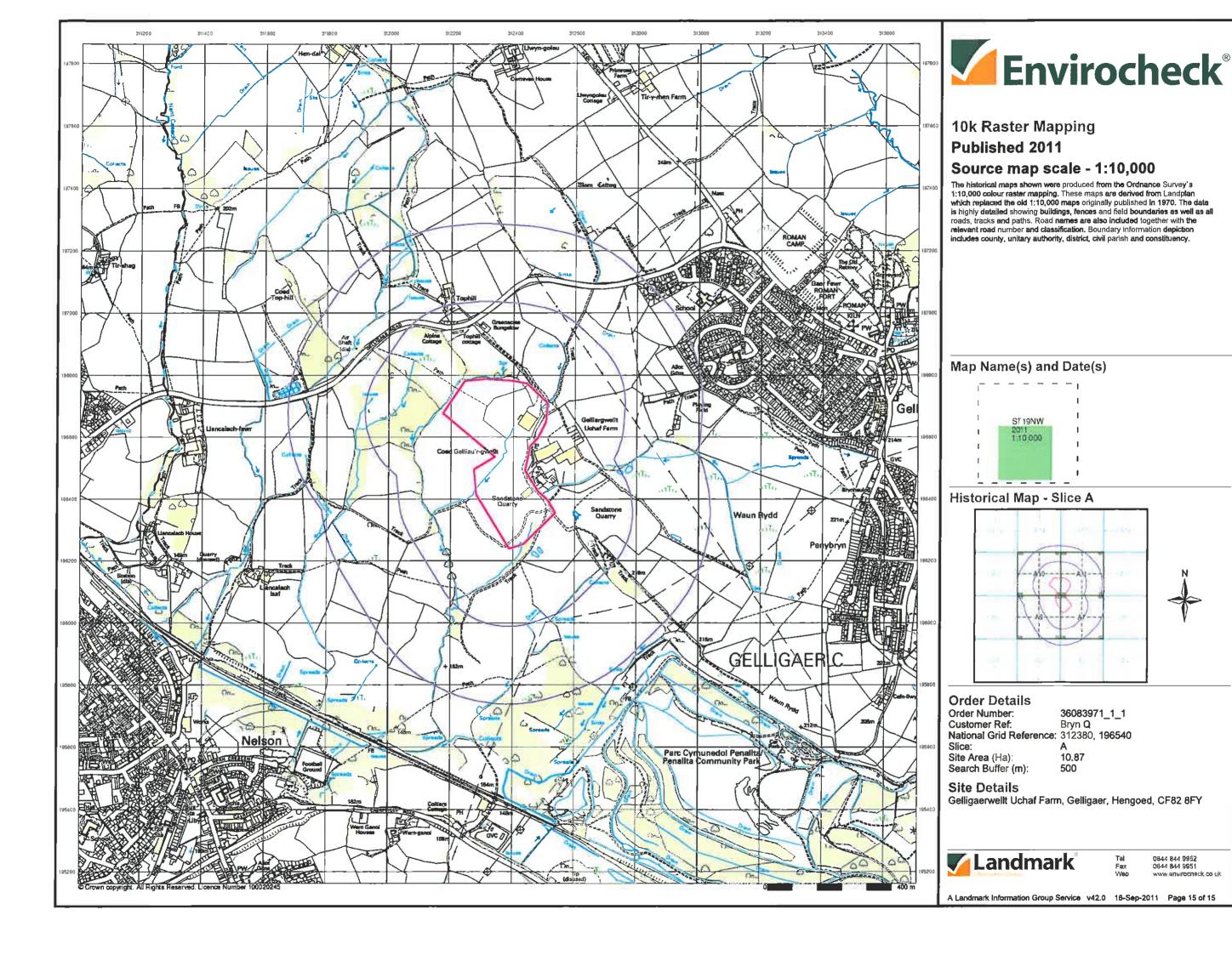
36083971\_1\_1 Bryn Q National Grid Reference: 312380, 196540 10.87

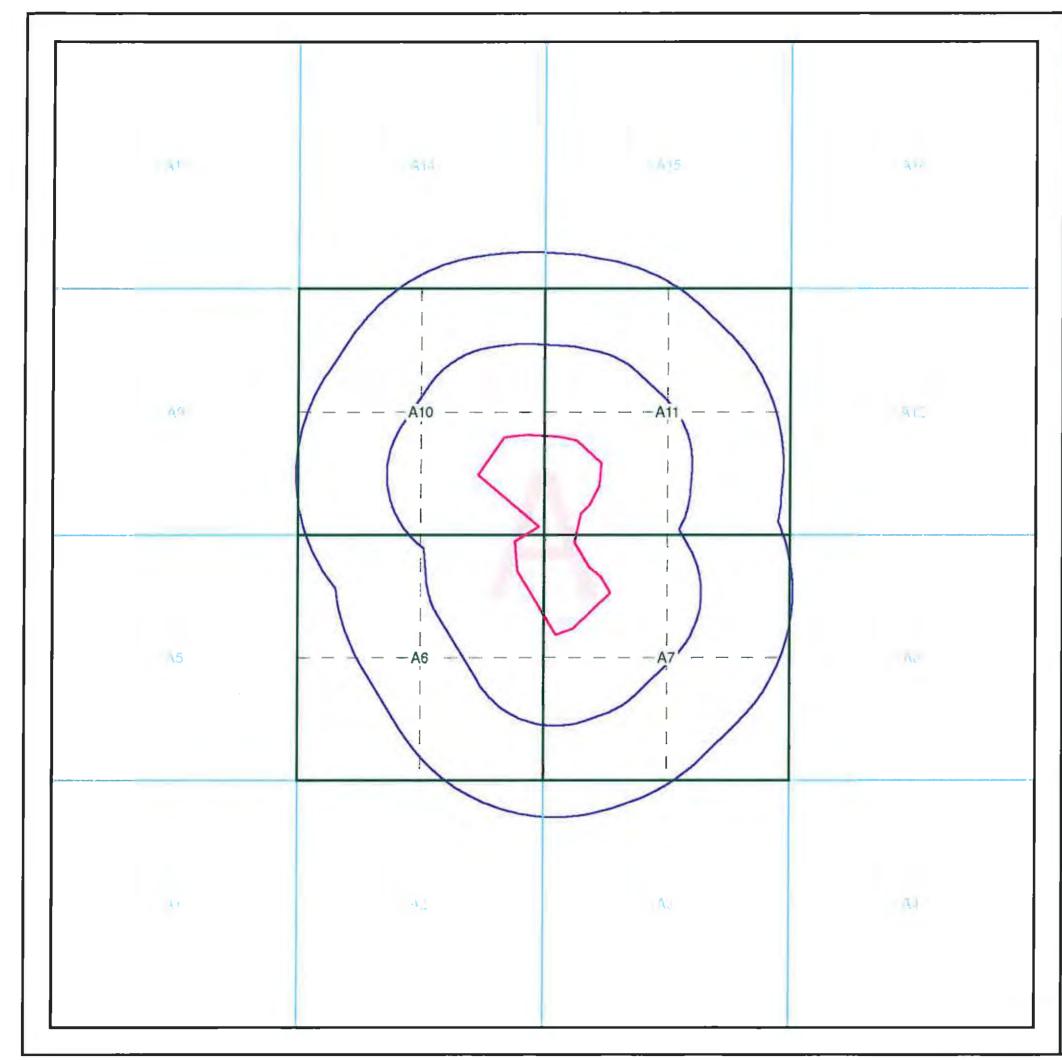
Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



0844 844 9951

A Landmark Information Group Service v42.0 18-Sep-2011 Page 14 of 15







#### Index Map

For ease of Identification, your site and buffer have been split Into Slices, Segments and Quadrants. These are illustrated on the Index Map opposite and explained further below.

#### Slice

Each slice represents a 1:10,000 plot area (2.7km x 2.7km) for your site and buffer. A large site and buffer may be made up of several slices (represented by a red outline), that are referenced by letters of the alphabet, starting from the bottom left comer of the slice "grid". This grid does not relate to National Grid lines but is designed to give best fit over the site and buffer.

#### Segmen

A segment represents a 1:2,500 plot area. Segments that have plot files associated with them are shown in dark green, others in light blue. These are numbered from the bottom left hand corner within each slice.

#### Quadrant

A quadrant is a quarter of a segment. These are labelled as NW, NE, SW, SE and are referenced in the datasheet to allow features to be quickly located on piols. Therefore a feature that has a quadrant reference of A7NW will be in Silce A, Segment 7 and the NW Quadrant.

A selection of organisations who provide data within this report:









Envirocheck reports are compiled from 136 different sources of data.

# Prepared For Bryn Quarry and Bryn Compost Gelliargwellt Uchaf Gelligaer

Caerphilly CF82 8PY

#### **Client Details**

Mr J Perkins, John Perkins Consulting Engineer, Bronhaul, Abernant Road, Aberdare, RCT, CF44 0PY

#### **Order Details**

Order Number: 36083971\_1\_1
Customer Ref: Bryn Q
National Grid Reference: 312370, 196550
Site Area (Ha): 10.87

Search Buffer (m): 500

#### Site Details

Gelligaerwellt Uchaf Farm, Gelligaer, Hengoed, CF82 8FY



Tel: 0844 844 9952 Fax: 0844 844 9951 Web www.envirocheck.com

A Landmark Information Group Service v42.0 16-Sep-2011 Page 1 of 2

#### Definitions

"Authorised Reseller" means an agent or reseller of Landmark whom Landmark has duly appointed to resell its Reports and Services.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Landmark and shall include Landmark developed and Third Party Content.

"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.
"First Purchaser" kender" means the funding provider for the First Purchaser.

"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right. "Order" means the request for Services from Landmark by You.

"Property Site" means a land site on which Landmark provides a Service.

References to "We", "Us" and "Our" are references to Landmark Information Group Limited ("Landmark"), whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY. Where You are not ordering the Services directly from Landmark, but from an Authorised Reseller, references to "Landmark" or "We", "Us" and "Our" shall be construed so as to mean either Landmark and/or the Authorised Reseller as the context shall indicate.

References to "Your/Yourself" refer to the contracting party who accesses the Website or places an Order with Landmark.

"Report" Includes any information that Landmark supplies to You including all reports, services, delasets, software or Information contained in them.
"Services" means the provision of any service by Landmark

"Services" means the provision of any service by Landmark pursuant to these Terms, Including without limitation, any Report

"Landmark Fees" means any charges levied by Landmark for Services provided to You.

Services provided to You,
"Suppliers" means any organisation who provides data or
information of any form to Landmark.

"Terms" means these Terms & Conditions.
"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.

"Websites" means websites hosted by Landmark and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby

#### unitroy. 1. Terms & Conditions

these Terms.

- These Terms govern the relationship between You and Landmark whether You are an unregistered visitor to the Website or are purchasing Services. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, or pay for any Services provided.
- b. If the person communicating with Landmark is an Authorised Reseller, they must ensure that You agree to
- these Terms.

  c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of
- d. Landmark may modify these Terms, and may discontinue or ravise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services evallable at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
- a. These Terms, together with the prices and delivery details set out on our Websites, Landmark's Privacy Policy and Your Order comprise the whole agreement retating to the supply of Services to You by Landmark. 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. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.
- f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.
- 2. Service
- a. Landmark will use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Landmark does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Landmark does not

- claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.
- 3. Intellectual Property
  a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Landmark or our Suppliers and nothing in these Terms purpose to transfer, assign or grant any rights to You in respect of the
- Intellectual Property Rights.

  b. Subject always to these Terms You may, without further charge, make the Services available to:
- the owner of the Property at the date of the Report,
   any person who purchases the whole of the Property
- iii. any person who provides funding secured on the
- whole of the Property Site,
  iv. any person for whom You act in a professional or
- commercial capacity,
  v. any person who acts for You in a professional or
- commercial capacity; and
  vi. prospective buyers of the Property Site as part of an
  Information Pack but for the avoidance of doubt,
  Landmark shall have no liability to such prospective
  buyer unless the prospective buyer subsequently
  purchases the Property Site, and the prospective (or
  actual) buyer shall not be entitled to make the Service
  evallable to any other third party.

Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.

- c. Each of lhose persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all Information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copyring.
- Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark\*.
- effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do not or.
- ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services. Content or Website or
- iii. remove, after or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
- iv. create any product which is derived directly or indirectly from the data contained in the Services The mapping contained in any Services is protected by Crown Cooving and must not be used for any purpose

ontext of the Services or as specifi

- provided by these Terms.

  g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller.

  Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be
- entitled to make a charge for each additional copy.

  4. Charges

  VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Torms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's Invoice. The Landmark Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.
- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National
- Westminster Bank plc.

  d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid. Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of

Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

 Landmark may suspend or terminate Your rights under these Terms without any flability to You with immediate

- You fail to make any payment due in accordance with clause 4:
- ii You repeatedly breach or commit or cause to be
- committed any material breach of these Terms; or iii You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
- If Your rights are terminated under this clause and You have made an advance payment We will refund You a resonable proportion of the belance as determined by Us in relation to the value of Services previously purchased.
   Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.
- Liability
   We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
   As most of the information contained in the Services is
- c As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control is accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or willful default and subject to clause 6.0 below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any llability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark 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 Landmark.
- In any event, and notwithstanding enything contained in these Terms. Landmark's tiability in contract, tort (including negligence or breach of statutary duty) or otherwise howseever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.
- Landmark will not be liable for any defect, faiture or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
   You acknowledge that:-
- Subject to clause 6 o below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoldance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupt 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, compute riruses, software locks or othe r similar code although Landmark will use reasonable efforts to correct any naccuracies within a masonable period of them scoming known to us;
- ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
- bil. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all land uses or features whether past or current will be identified in the Services. 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 exclude actual fitness or unfitness of a Property Site for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- iv. Subject to clause 6.0 below, Landmark shall not be

responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geocoding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.

- Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was collected.
- vi. The Services have not been prepared to meet Your or anyone else's Individual requirements; that You assume the entire risk as to the autiability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
- vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
- viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or faitures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery:
- Any support or assistance provided to You in connection with these Terms is at Your risk;
- All hability for any Insurance products purchased by You rests solely with the insurer, Landmark does not endorse any particular product or insurer and no information lained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the Insurers, Where such policy is nurchased all trability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not quarantee that an insurance policy will be available on a Property Site, All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the Insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
- Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Pic & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.
- relevant third party.

  If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6 o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
- J. In any event no person may rely on a Service more than 12 months after its original date.
- months after the original case, k, If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service, Landmark shall use its reesonable endeavours to agree such variation but shall not be obliged in the se.
- Time shall not be of the essence with respect to the provision of the Services.
- in Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6 o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
- n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of days such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
- accordance with the provisions of clause & above.

  o. Landmark obtains much of the information contained in its
  Report from third parties. Landmark will not accept any
  liability to You for any negligent or incorrect entry, or error
  or corruption in the Third Party Content supplied to
  Landmark, but Landmark's Suppliers may be liable for such

Order Number: 36083971

negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.

- 7. Contribution
- Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6. Landmark are prepared to offer, at their sole discretion,
- b Landmark are prepared to offer, at their sole discretion, end without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution")

  c. In the event that a Remediation Notice is served on the
- First Purchaser or First Purchaser's Lender of a Property Site under Part III(A) of the Environmental Protection Act 1990 ("the Notice") Landmark will contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms;
- the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
- ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise:
- iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site.
- iv. the Contribution will not be paid in respect of any of the following: Radioactive contamination of whatsoever nature, directly or indirectly caused by or contributed to or arising from lonising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- nuclear component thereof.

  Abbestos arising out of or related in any way to asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration.
- Intentional non-compliance arising from the intentional disregard of or knowing wiful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority.

  Any condition which is known or ought reasonably to
- Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report.
- Any condition which is caused by acts of War or an Act of Terrorism.

  Any property belonging to or in the custody or control
- of the First Purchaser which does not form a fixed part of the Property Site or the structure. Any fines liquidated damages puritive or exemplary
- Any bodily Injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock
- Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.

  Any losses incurred following a malerial change in use
- of, alteration or development of the Property Site.

  The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lander and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser's Lender or any person connected to them.
- Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report.
   Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale.
- g In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or

complying with any other reasonable request by Landmark Landmark shall not be required to pay any Continbution Notwithstanding the payment of the Contibution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works

required under the terms of any Notice.

- In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Partil(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7a.
- Landmark will not operate as notice under clause 7s.

  Landmark reserve the right at any time prior to a claim for

  Contribution being made in accordance with clause 7 g)

  above, to withdraw the offer of payment of Contributions

  without further notice.
- Events Beyond Our Control
- a. You acknowledge that Landmark 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 timited 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 whilet in the course of conversion, geocoding, processing by computer in the course of electronic communication, or printing.
- 9. 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 deemed 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.

#### 10. Governing Law

- a. These terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts if any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolved amicably by use of an alternative dispute resolved micably by use of shall both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party faile or refuses to participate in or withdraws from participating in the procedure lihen either party fails or in the court.
- 11. General; Complaints
- Landmark may assign its rights and obligations under these Terms without prior notice or any limitation. Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment
- on Landmark's behalf.

  No waiver on Landmark's 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.

  Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time.
- e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicably possible.
- f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.
- g. Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to I andmark.