

BK Jones Properties Limited
Silver Birches
Fern Road
Ellwood
Coleford
Glos
GL16 7LY

Our ref: 4893/RS

8 December 2023

FAO: Benji Jones, Director

Dear Benji

RE: LAND OFF FOREST ROAD, BREAM, GLOUCESTERSHIRE GL15 6RE

We understand that the above site is proposed for a new residential development and that on account of it lying within a coal mining 'Development High Risk' area, Forest of Dean District Council requires provision of a Coal Mining Risk Assessment Report. In line with your instructions we have therefore undertaken the necessary researches and provide below our **Desk-Based Coal Mining Risk Assessment**. It is intended that this be submitted to Forest of Dean District Council (FoDDC) in support of your planning application.

The objectives of this Coal Mining Risk Assessment are to:

Present a desk-based review of all available information on coal mining issues which may affect the application site;

Use that information to identify and assess any risks to the proposed development arising from the coal mining legacy, including any cumulative effects;

Set out appropriate mitigation measures to address any identified coal mining legacy issues, including any necessary investigation and/or remedial measures, and/or demonstrate how coal mining legacy issues have influenced the proposed development;

Demonstrate to the Local Authority that the application site either is, or can be made, safe and stable to meet the requirements of national planning policy with regard to development on unstable land.

Sources of Information

CA Non-Residential Coal Mining Consultants Report Ref 51002676544001 (28 September 2021)

Geological Survey of Great Britain map Sheet SO 60 NW (1970)

'Geology of the Forest of Dean Coal & Iron-Ore Field' Geological Survey of Great Britain (Trotter) 1964

Liaison with the Deputy Gaveler's office, Forestry England, Coleford

Liaison with FoDDC Building Control department

Existing in-house archive records

Geological and Mining Setting

Centred on approximate National Grid Reference 360981, 205734 the site is located on the south-eastern side of Bream in the Forest of Dean, as shown on drawing 4893/1.

The geology of the site was reviewed using the 1:10,560 scale BGS Sheet SO 60 NW and an extract of which has been attached as drawing 4893/2. Mapping indicates the site to be located on the south-western limb of the 'Main Basin' of the Forest of Dean coalfield, which is effectively a synclinal 'basin' type structure in which strata generally dip towards the central north-south axis.

BGS mapping records the site to be underlain by bedrock of the Coleford Member (COFD), part of the Pennant Group of the Carboniferous Upper Coal Measures. The COFD consists of mudstone, siltstone and fine- to medium-grained sandstone with coal seams present throughout the succession. There are no areas of recorded superficial deposits, made ground or geological faulting either on or within influencing distance of the site.

According to 'Geology of the Forest of Dean Coal & Iron-Ore Field' (Trotter, 1964) the Pennant Group is dominated by thick massive (unbedded) sandstones with subordinate shales, and three coal seams of workable thickness. The lower of these which also marks the base of the Pennant Group is the Coleford High Delf (CHD) seam, which at 1.05-1.5m thickness and of bright bituminous quality is the principal seam in the forest, and has been widely exploited both along crop and at depth. Some 70-100m of massive sandstones separate this from the top seam the Yorkley (0.84m), with the middle seam the Whittington (0.9m) roughly midway between the two.

As shown on drawing 4893/3, large-scale geological mapping shows the conjectured (dashed) outcrop of the Yorkley seam trending north-west to south-east and passing through the southern corner of the site, dipping to the northeast, whilst the parallel outcrops of the Whittington seam, CHD seam and Trenchard seam (also conjectured) lie 110m, 225m and 275m to the southwest

respectively. Given the north-easterly dip of 30° the Whittington seam underlies the site at an estimated depth of some 63.5m.

A site-specific CA mining report is attached, and this records past underground coal workings beneath the site within the Coleford High Delf (CHD) seam at a depth of 94m, dipping at 22.1°, recorded as having last been last worked in 1909. The CA also records workings in the underlying Trenchard seam at a depth of 148m beneath the site, dipping at 22.9° and last worked in 1951. It is further noted that there are 'probable unrecorded shallow workings', which presumably refers to the Yorkley seam (refer to preceding paragraph). Two abandoned mine shafts are plotted c18m to the south-east (361205-057) and c45m to the north-west (360205-008) of the site respectively; for either of which there are no records of any shaft treatment. Adopting potential CA plotting inaccuracies these shafts could be located up to 5m from their recorded positions (as shown on drawing 4893/3), although this would still plot them outside of the site boundary.

All other standard coal mining report enquiries regarding opencast coal mining, subsidence and mine gases have been answered in the negative, although the possibility of unrecorded mine entries and/or workings cannot be discounted.

Given that licensing of mining operations within the Forest of Dean coalfield has historically been (and indeed remains) the responsibility of the Deputy Gaveler at Forestry England, we have supplemented the above with an enquiry to his office. His response confirms workings in the vicinity of the site presumably associated with the Yorkley seam however none beneath the site itself (refer to drawing 4893/4), although the possibility of near-surface disturbance associated with the historic mining at the seam outcrop cannot be discounted.

In addition, we have contacted FoDDC Building Control, where the officer confirmed that they have no record of subsidence issues beneath the site or in the surrounding area potentially relating to mining.

Summary of Identified Site-Specific Coal Mining Probability / Likelihood

The potential site-specific likelihood associated with coal mining legacy at this site is summarised below.

Coal Mining Issue	Yes	No	Likelihood
Coal present at shallow depth *	√		High
Underground coal mining recorded at shallow depth *		√	Low (however see below)
Underground coal mining probable at shallow depth *	√		Moderate to High
Mine entries (shafts/adits)		√	Low
Mining-related fissures		√	Low

Coal Mining Issue	Yes	No	Likelihood
Record of past mine gas emissions		√	Low
Recorded surface hazards		√	Low
Opencast mining		√	Low

* 'shallow depth' refers to that within approximately 30m of the ground surface

Ground Stability Risk Assessment

The risks associated with historic coal mining comprise:

collapse of open or loosely backfilled former workings, causing ground instability via subsidence and settlement of any overlying structures; damage can be sudden and catastrophic

consolidation of loosely backfilled workings or progressive void migration through roof strata above worked horizon; usually more-gradual than above

collapse of abandoned mine entries (shafts or adits), usually caused by the ultimate failure of informal shaft coverings or intermediate 'stagings' of rotted timber or rusted metal sheeting; can be sudden and catastrophic

migration of mine-gases from former mine workings and/or mine entries, which can lead to accumulation within confined spaces in new/existing buildings

spontaneous combustion due to mine-gas accumulation within former workings/entries, and/or significant residual coal content within colliery spoil made ground which may become disturbed and aerated by development

When assessing potential ground stability risk associated with shallow abandoned mine workings within a particular seam, it is normal practice to require a thickness of overlying rock cover equivalent to ten times the thickness of the mined horizon, excluding the thickness of any superficial deposits or made ground above rockhead. Given the foregoing information a minimum thickness of overlying rock cover of 9m is necessary at this site in order to demonstrate no surface stability risk associated with workings within the Whittington coal seam. Given the estimated (minimum) depth of 63.5m to the coal, and a recorded absence of superficial deposits, that requirement has been more than satisfied at this site.

With regards to the Yorkley seam, whilst the conjectured outcrop of the seam in the southern corner of the site should not directly affect the proposed building footprint in terms of subsurface workings, near-surface disturbance associated with potential unrecorded crop workings (bell pits etc) cannot be discounted, especially since the precise strike of the seam is unknown (conjectured). On this basis, some 'routine' investigation by trial pitting is recommended to

establish the presence/extent of any near-surface, historic, mining-related operations within the site, pertinent to the proposed building footprint; this is discussed further below.

Conclusions

The site lies on the southeastern side of Bream, in such a location that unrecorded historic crop workings within the Yorkley seam, if present, could exist within the site, possibly close to the specific area of proposed development. The underlying Whittington coal seam is (at its shallowest) estimated to lie at a depth of some 63.5m beneath the surface; the seam is recorded to be 0.9m thick, thus it would appear that the thickness of overlying competent rock cover safely exceeds the nominal 'ten times the seam thickness' requirement. As such even if the Whittington seam contains unrecorded workings, it lies at sufficient depth that it is NOT considered to pose a potential site stability risk to the proposed building footprint.

Based upon the foregoing and given the potential for near-surface site disturbance associated with possible historic crop workings in the Yorkley seam, without intrusive investigation we cannot conclude at this stage that the site would meet the national planning policy requirements with regard to development on unstable land. As such, 'routine' investigation by trial pitting is recommended to establish the presence/extent of any near-surface, historic, mining-related operations within the site, pertinent to the proposed building footprint. There may not be a significant requirement for exploratory borehole/probe drilling to establish depth/condition of seams or presence of mine entries (since none are expected within the proposed building footprint), although this requirement should be reviewed following completion of the trial pitting exercise.

Notwithstanding the foregoing, even if follow-up intrusive works establish no evidence of historic disturbance/surface workings within the area of proposed development, it would nevertheless be advisable to follow 'best practice' for new development in coalfield areas, with the incorporation of top and bottom layers of steel mesh reinforcement within conventional strip/trenchfill foundations in order to mitigate any possible minor residual ground movements.

As ever within an exposed coalfield a careful watch should be maintained during site strip or other excavations for any anomalous areas of made or disturbed ground which could indicate the presence of unrecorded abandoned mine entries (shaft or adit). Any such occurrence should be reported to this Practice so that appropriate assessment can be instigated.

I trust that the above will suitably address any concerns, however should there be any queries please do not hesitate to contact this office. Note that the CA is unlikely to withdraw its current objection until physical investigations have been undertaken and any further recommended remedial/mitigation works completed. This report is subject to our standard terms and conditions as attached.

Yours sincerely,



RICHARD J STOKES BSc (Hons) FGS
GEO-ENVIRONMENTAL ENGINEER
for
WILSON ASSOCIATES (CONSULTING) LIMITED

Encl.

LAND OFF FOREST ROAD, BREAM!



SITE LOCATION (based on Microsoft Bing Mapping)

Job No.

4893

Drawing No.

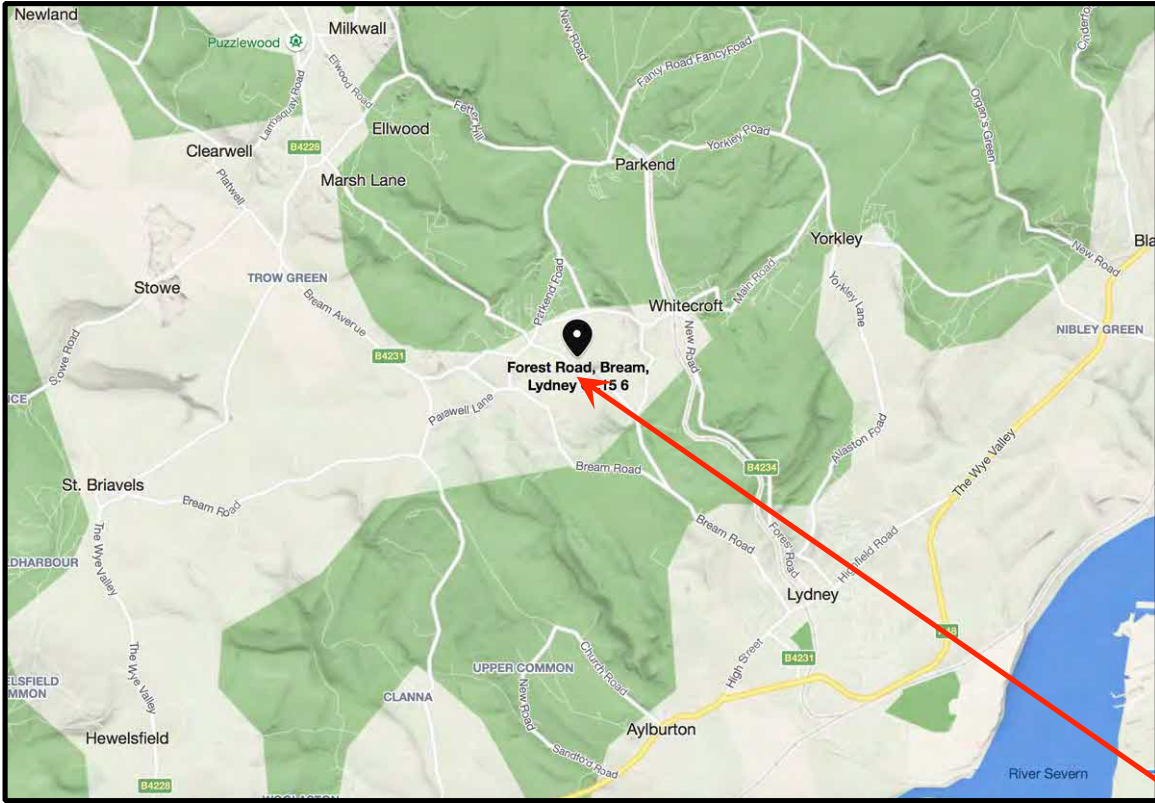
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Scale:

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Date:

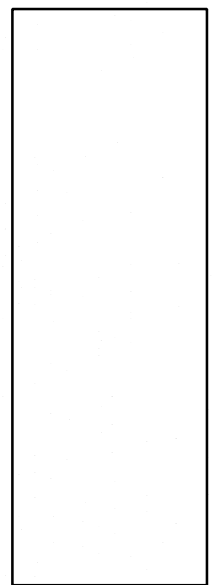
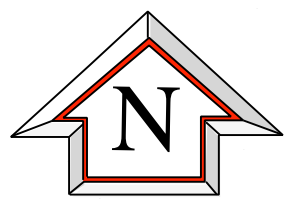
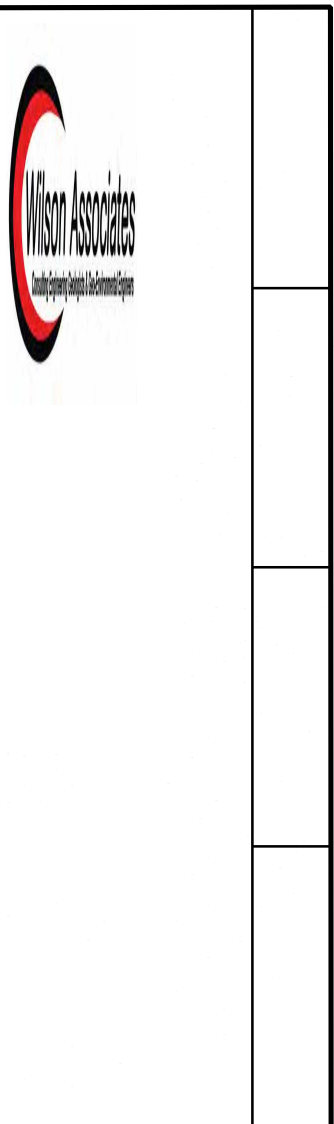
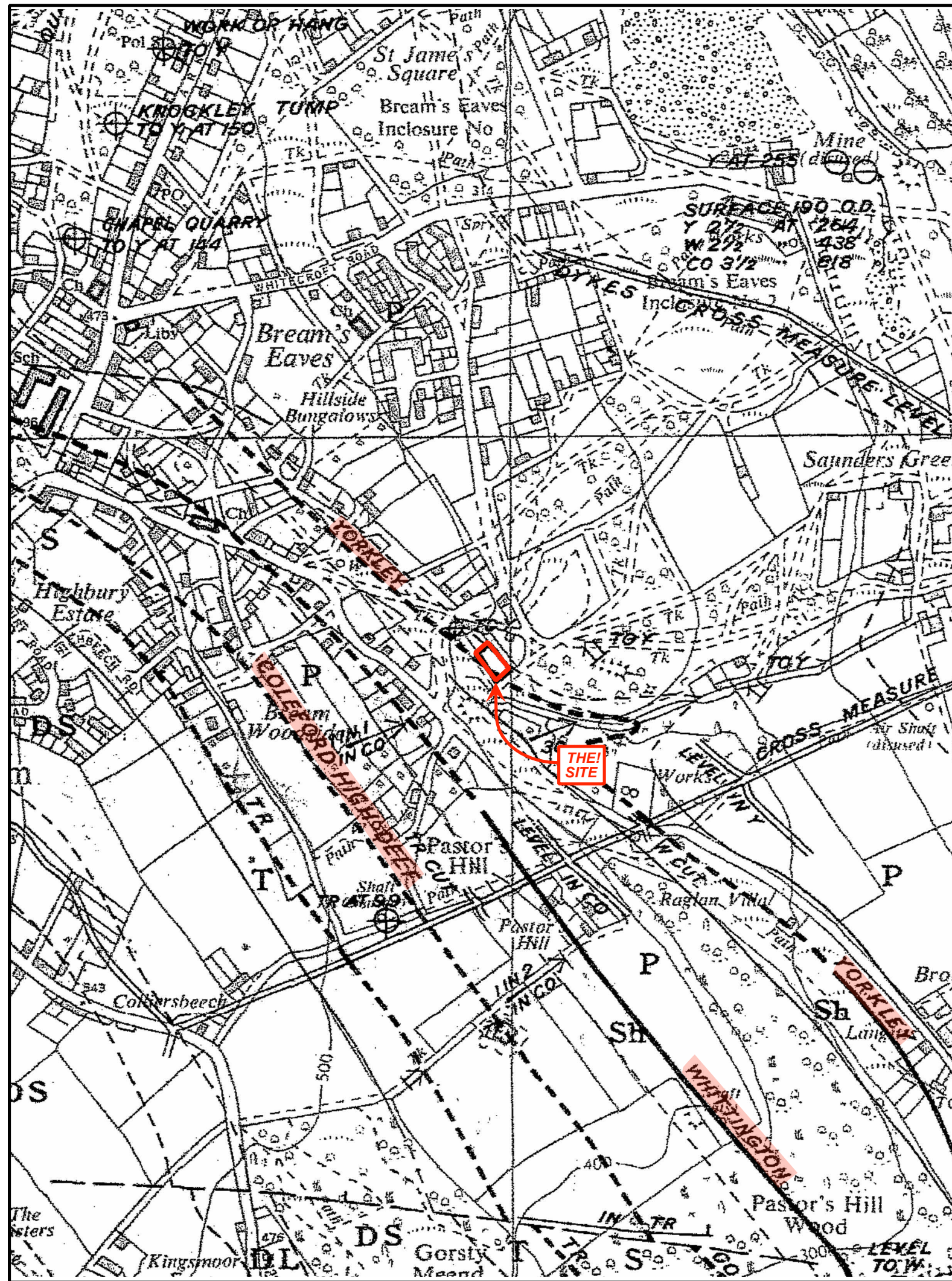
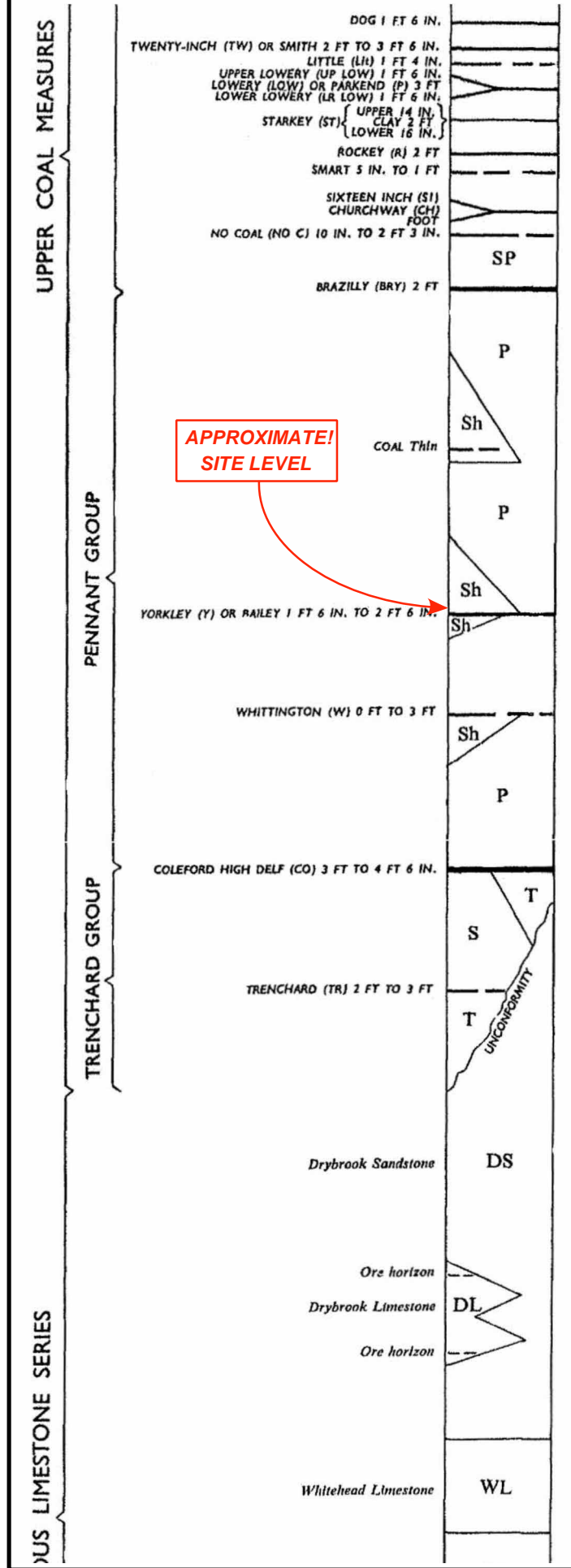
05-10-21



THE!
SITE



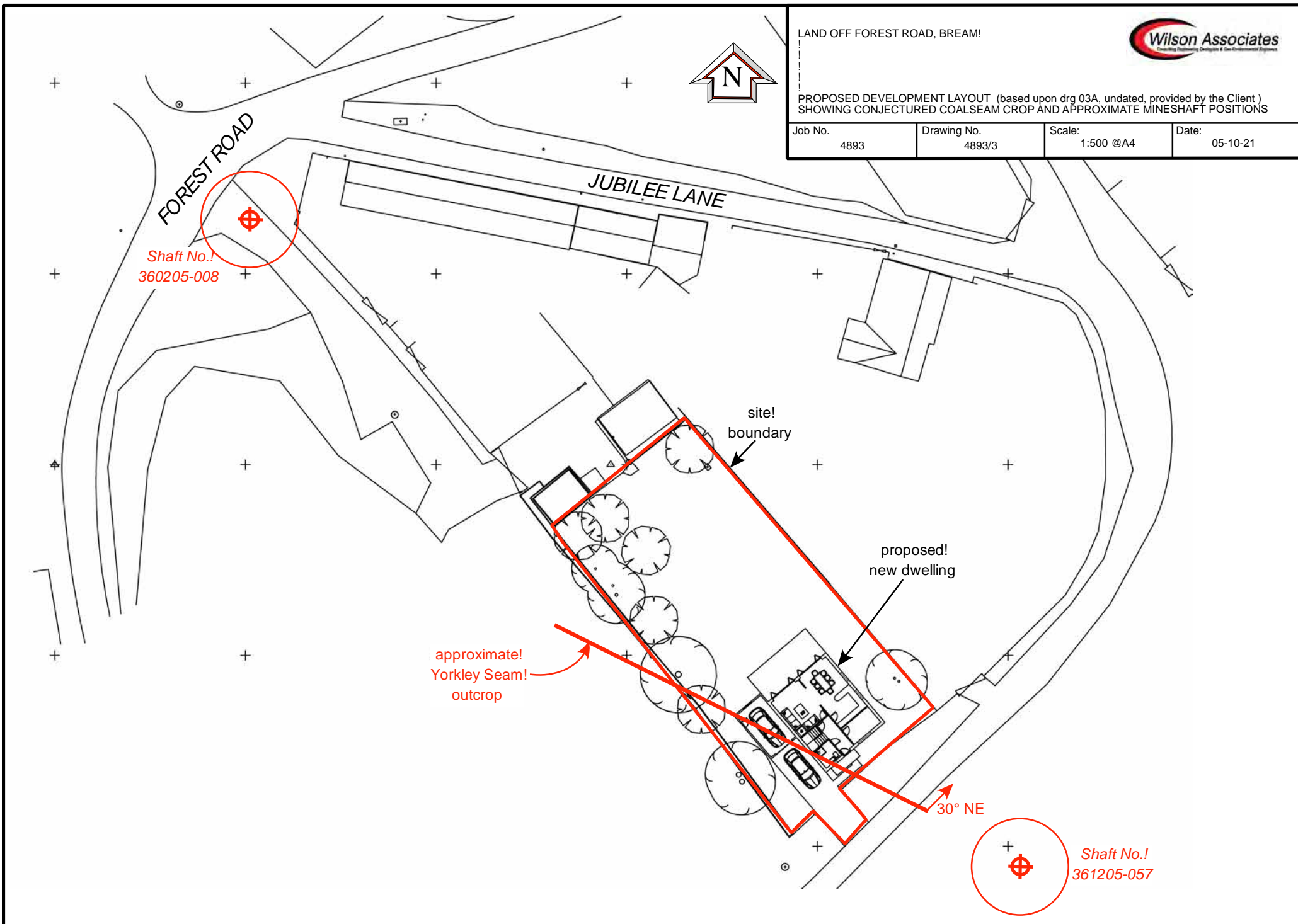
GENERALIZED VERTICAL SECTION
of the
PENNANT GROUP AND UPPER COAL MEASURES
(Scale 1:2500)

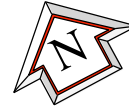


LAND OFF FOREST ROAD, BREAM!

PROPOSED DEVELOPMENT LAYOUT (based upon drg 03A, undated, provided by the Client)
SHOWING CONJECTURED COALSEAM CROP AND APPROXIMATE MINESHAFIT POSITIONS

Job No.	Drawing No.	Scale:	Date:
4893	4893/3	1:500 @A4	05-10-21



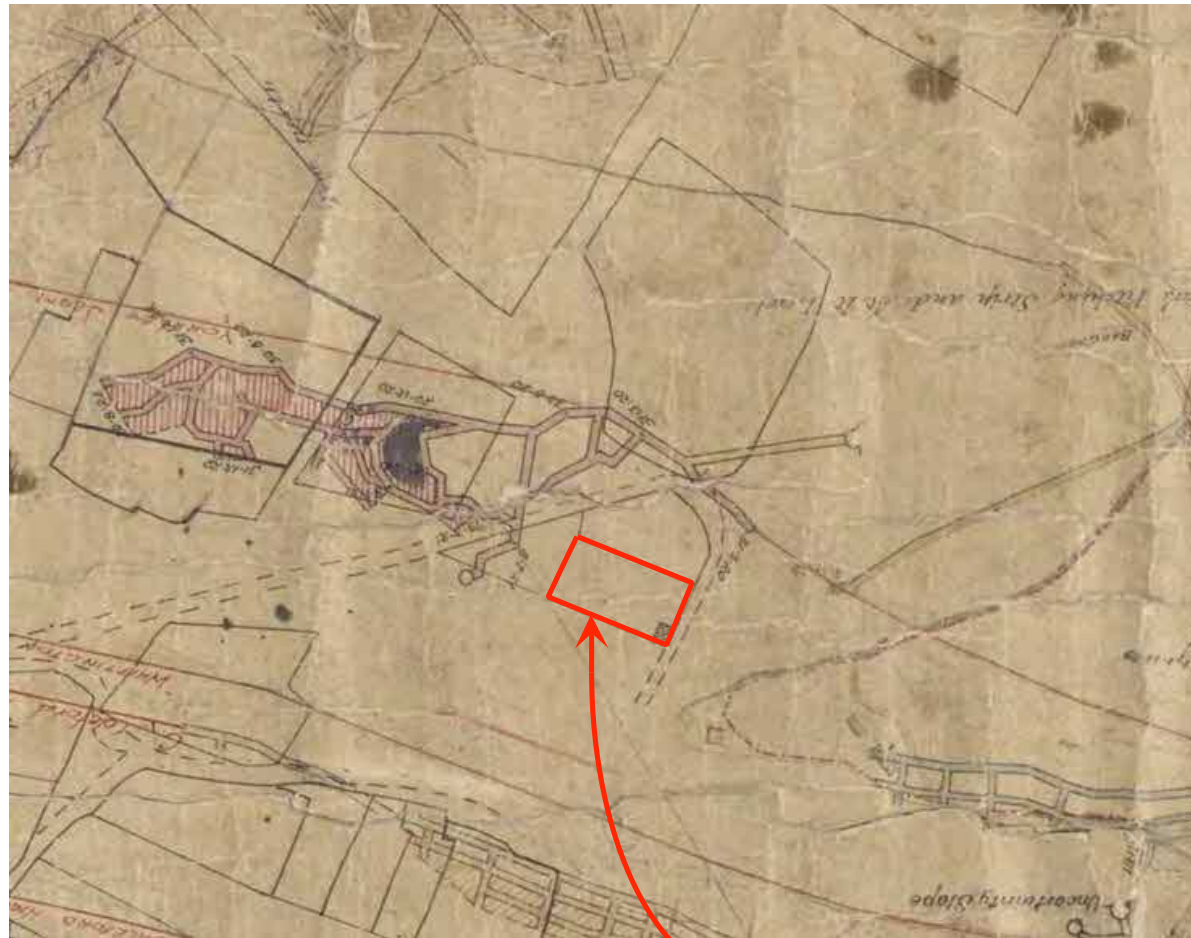


LAND OFF FOREST ROAD, BREAM!



EXTRACT OF MINE SOURCE PLAN (provided by Deputy Gaveler) SHOWING SITE LOCATION AND RECORDED WORKINGS

Job No. 4893	Drawing No. 4893/4	Scale: NTS	Date: 13-10-21
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**THE!
SITE**



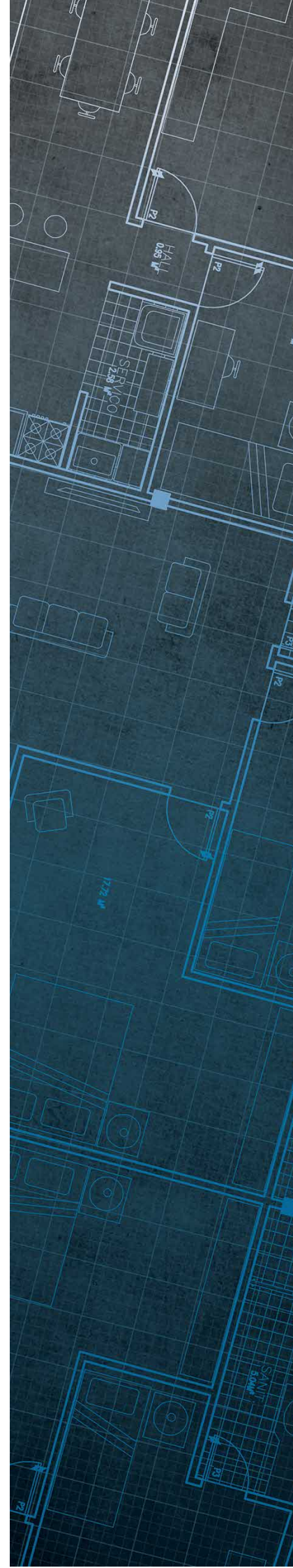
The Coal
Authority

Consultants Coal Mining Report

Land Off
Forest Road
Bream
Gloucestershire
GL15 6RE

Date of enquiry: 28 September 2021
Date enquiry received: 28 September 2021
Issue date: 28 September 2021

Our reference: 51002676544001
Your reference: 4893/RS



Consultants

Coal Mining Report

This report is based on and limited to the records held by the Coal Authority at the time the report was produced.

Client name

Wilson Associates Consulting Limited

Enquiry address

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Bream
Gloucestershire
GL15 6RE

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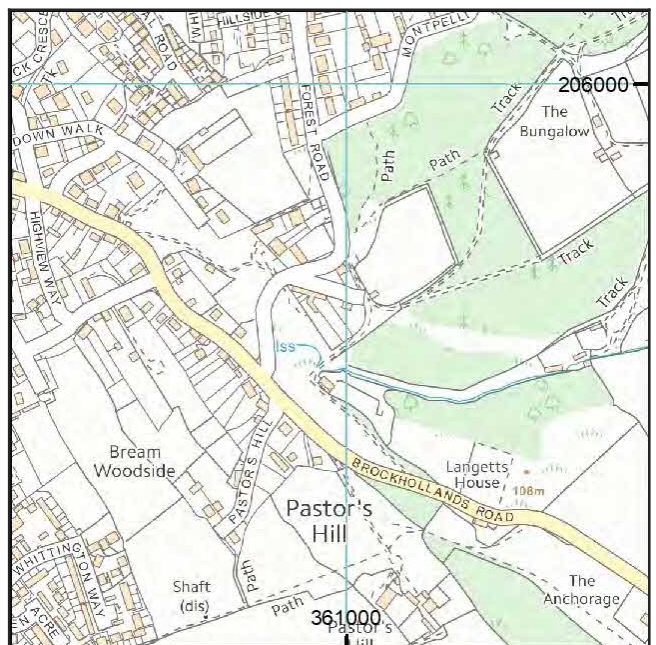
www.groundstability.com

 @coalauthority

 /company/the-coal-authority

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 /thecoalauthority



Approximate position of property



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Section 1 –Mining activity and geology

Past underground mining

Colliery	Seam	Mineral	Coal Authority reference	Depth (m)	Direction to working	Dipping rate of seam worked (degrees)	Dipped direction of seam worked	Extraction thickness (cm)	Year last mined
unnamed	COLEFORD	Coal	79T0	94	Beneath Property	22.1	North-East	100	1909
unnamed	COLEFORD	Coal	7ONB	98	South-West	45.0	North-East	137	1909
unnamed	TRENCHAR D	Coal	79SR	148	Beneath Property	22.9	North-East	100	1951

Probable unrecorded shallow workings

Yes.

Spine roadways at shallow depth

No spine roadway recorded at shallow depth.

Mine entries

Entry type	Reference	Grid reference	Treatment description	Mineral	Conveyancing details
Shaft	360205-008	360934 205783		Coal	
Adit	361205-012	361092 205760		Coal	
Adit	361205-034	361077 205753		Coal	
Shaft	361205-057	361008 205711		Coal	

Abandoned mine plan catalogue numbers

The following abandoned mine plan catalogue numbers intersect with some, or all, of the enquiry boundary:

18077	SW408	SW376
SW322	3722	SWA643
SWR2585	18052	OM3231

Our records show we have more plans than those shown above which could affect the enquiry boundary.

Please contact us on 0345 762 6848 to determine the exact abandoned mine plans you require based on your needs.

Outcrops

Seam name	Mineral	Seam workable	Distance to outcrop (m)	Direction to outcrop	Bearing of outcrop
YORKLEY	Coal	Yes	Within	N/A	135

Geological faults, fissures and breaklines

No faults, fissures or breaklines recorded.

Opencast mines

None recorded within 500 metres of the enquiry boundary.

Coal Authority managed tips

None recorded within 500 metres of the enquiry boundary.

Section 2 –Investigative or remedial activity

Please refer to the 'Summary of findings' map (on separate sheet) for details of any activity within the area of the site boundary.

Site investigations

None recorded within 50 metres of the enquiry boundary.

Remediated sites

None recorded within 50 metres of the enquiry boundary.

Coal mining subsidence

The Coal Authority has not received a damage notice or claim for the subject property, or any property within 50 metres of the enquiry boundary, since 31 October 1994.

There is no current Stop Notice delaying the start of remedial works or repairs to the property.

The Coal Authority is not aware of any request having been made to carry out preventive works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991.

Mine gas

None recorded within 500 metres of the enquiry boundary.

Mine water treatment schemes

None recorded within 500 metres of the enquiry boundary.

Section 3 –Licensing and future mining activity

Future underground mining

None recorded.

Coal mining licensing

None recorded within 200 metres of the enquiry boundary.

Court orders

None recorded.

Section 46 notices

No notices have been given, under section 46 of the Coal Mining Subsidence Act 1991, stating that the land is at risk of subsidence.

Withdrawal of support notices

The property is not in an area where a notice to withdraw support has been given.

The property is not in an area where a notice has been given under section 41 of the Coal Industry Act 1994, cancelling the entitlement to withdraw support.

Payments to owners of former copyhold land

The property is not in an area where a relevant notice has been published under the Coal Industry Act 1975/Coal Industry Act 1994.

Section 4 –Further information

The following potential risks have been identified and as part of your risk assessment should be investigated further.

Development advice

The site is within an area of historical coal mining activity. Should you require advice and/or support on understanding the mining legacy, its risks to your development or what next steps you need to take, please contact us.

For further information on specific site or ground investigations in relation to any issues raised in Section 4, please call us on 0345 762 6848 or email us at groundstability@coal.gov.uk.

Section 5 –Data definitions

The datasets used in this report have limitations and assumptions within their results. For more guidance on the data and the results specific to the enquiry boundary, please **call us on 0345 762 6848** or **email us at groundstability@coal.gov.uk**.

Past underground coal mining

Details of all recorded underground mining relative to the enquiry boundary. Only past underground workings where the enquiry boundary is within 0.7 times the depth of the workings (zone of likely physical influence) allowing for seam inclination, will be included.

Probable unrecorded shallow workings

Areas where the Coal Authority believes there to be unrecorded coal workings that exist at or close to the surface (less than 30 metres deep).

Spine roadways at shallow depth

Connecting roadways either, working to working, or, surface to working, both in-seam and cross measures that exist at or close to the surface (less than 30 metres deep), either within or within 10 metres of the enquiry boundary.

Mine entries

Details of any shaft or adit either within, or within 100 metres of the enquiry boundary including approximate location, brief treatment details where known, the mineral worked from the mine entry and conveyance details where the mine entry has previously been sold by the Authority or its predecessors British Coal or the National Coal Board.

Abandoned mine plan catalogue numbers

Plan numbers extracted from the abandoned mines catalogue containing details of coal and other mineral abandonment plans deposited via the Mines Inspectorate in accordance with the Coal Mines Regulation Act and Metalliferous Mines Regulation Act 1872. A maximum of 9 plan extents that intersect with the enquiry boundary will be included. This does not infer that the workings and/or mine entries shown on the abandonment plan will be relevant to the site/property boundary.

Outcrops

Details of seam outcrops will be included where the enquiry boundary intersects with a conjectured or actual seam outcrop location (derived by either the British Geological Survey or the Coal Authority) or intersects with a defined 50 metres buffer on the coal (dip) side of the outcrop. An indication of whether the Coal Authority believes the seam to be of sufficient thickness and/or quality to have been worked will also be included.

Geological faults, fissures and breaklines

Geological disturbances or fractures in the bedrock. Surface fault lines (British Geological Survey derived data) and fissures and breaklines (Coal Authority derived data) intersecting with the enquiry boundary will be included. In some circumstances faults, fissures or breaklines have been known to contribute to surface subsidence damage as a consequence of underground coal mining.

Opencast mines

Opencast coal sites from which coal has been removed in the past by opencast (surface) methods and where the enquiry boundary is within 500 metres of either the licence area, site boundary, excavation area (high wall) or coaling area.

Coal Authority managed tips

Locations of disused colliery tip sites owned and managed by the Coal Authority, located within 500 metres of the enquiry boundary.

Site investigations

Details of site investigations within 50 metres of the enquiry boundary where the Coal Authority has received information relating to coal mining risk investigation and/or remediation by third parties.

Remediated sites

Sites where the Coal Authority has undertaken remedial works either within or within 50 metres of the enquiry boundary following report of a hazard relating to coal mining under the Coal Authority's Emergency Surface Hazard Call Out procedures.

Coal mining subsidence

Details of alleged coal mining subsidence claims made since 31 October 1994 either within or within 50 metres of the enquiry boundary. Where the claim relates to the enquiry boundary confirmation of whether the claim was accepted, rejected or whether liability is still being determined will be given. Where the claim has been discharged, whether this was by repair, payment of compensation or a combination of both, the value of the claim, where known, will also be given.

Details of any current 'Stop Notice' deferring remedial works or repairs affecting the property/site, and if so the date of the notice.

Details of any request made to execute preventative works before coal is worked under section 33 of the Coal Mining Subsidence Act 1991. If yes, whether any person withheld consent or failed to comply with any request to execute preventative works.

Mine gas

Reports of alleged mine gas emissions received by the Coal Authority, either within or within 500 metres of the enquiry boundary that subsequently required investigation and action by the Coal Authority to mitigate the effects of the mine gas emission.

Mine water treatment schemes

Locations where the Coal Authority has constructed or operates assets that remove pollutants from mine water prior to the treated mine water being discharged into the receiving water body.

These schemes are part of the UK's strategy to meet the requirements of the Water Framework Directive. Schemes fall into 2 basic categories: Remedial –mitigating the impact of existing pollution or Preventative –preventing a future pollution incident.

Mine water treatment schemes generally consist of one or more primary settlement lagoons and one or more reed beds for secondary treatment. A small number are more specialised process treatment plants.

Future underground mining

Details of all planned underground mining relative to the enquiry boundary. Only those future workings where the enquiry boundary is within 0.7 times the depth of the workings (zone of likely physical influence) allowing for seam inclination will be included.

Coal mining licensing

Details of all licenses issued by the Coal Authority either within or within 200 metres of the enquiry boundary in relation to the under taking of surface coal mining, underground coal mining or underground coal gasification.

Court orders

Orders in respect of the working of coal under the Mines (Working Facilities and Support) Acts of 1923 and 1966 or any statutory modification or amendment thereof.

Section 46 notices

Notice of proposals relating to underground coal mining operations that have been given under section 46 of the Coal Mining Subsidence Act 1991.

Withdrawal of support notices

Published notices of entitlement to withdraw support and the date of the notice. Details of any revocation notice withdrawing the entitlement to withdraw support given under Section 41 of the Coal Industry Act 1994.

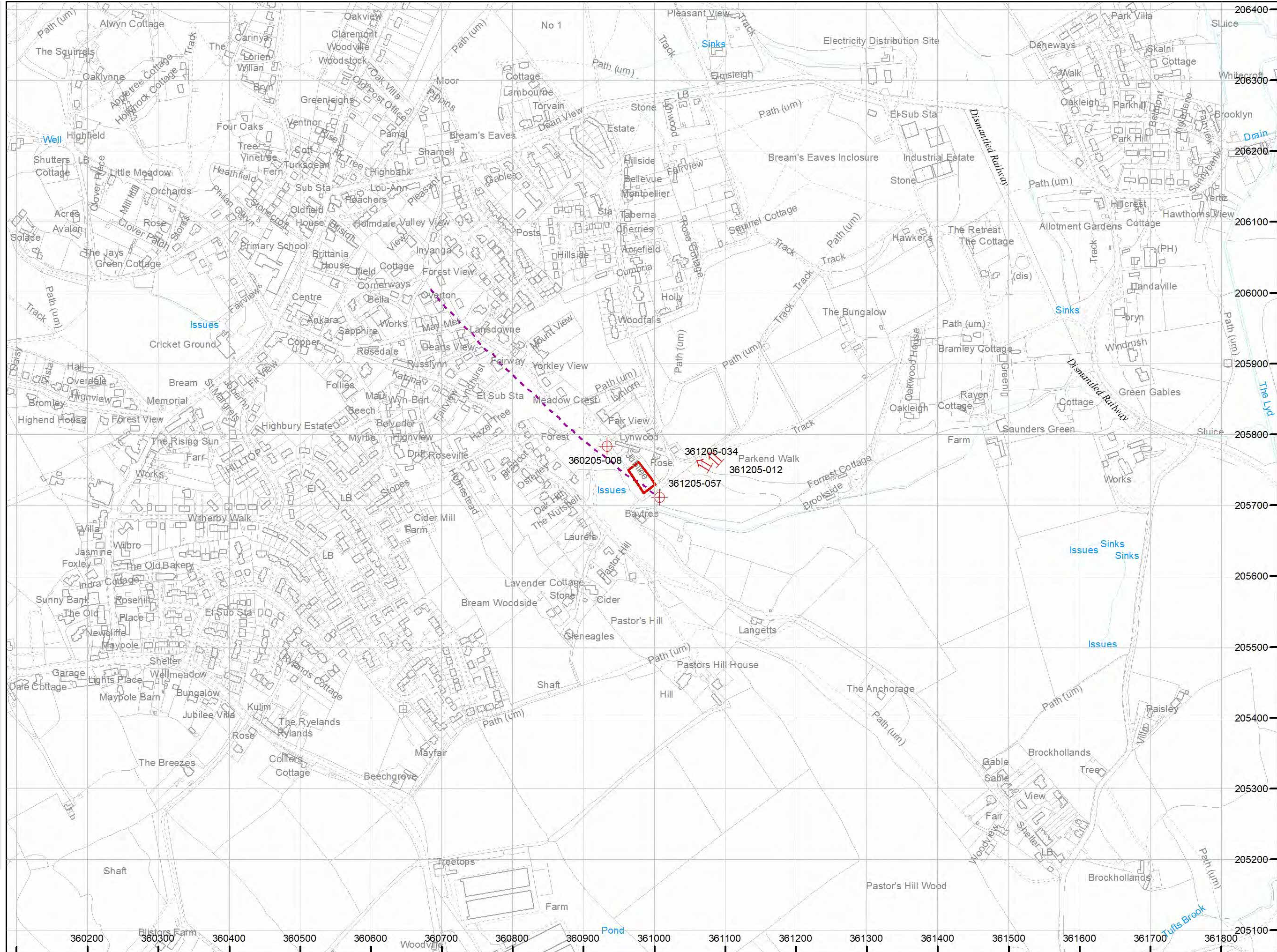
Payment to owners of former copyhold land

Relevant notices which may affect the property and any subsequent notice of retained interests in coal and coal mines, acceptance or rejection notices and whether any compensation has been paid to a claimant.

The map highlights any specific surface or subsurface features within or near to the boundary of the site.

Key

- Approximate position of the enquiry boundary shown
- Disused mine shaft
- Disused adit
- Outcrop (Conjectured)



How to contact us
 0345 762 6848 (UK)
 +44 (0)1623 637 000 (International)
www.groundstability.com

CONDITIONS OF CONTRACT - CONSULTANCY SERVICES

- 1 Wilson Associates (Consulting) Limited ("the Consultant") shall carry out the Services, including any proposal, report or other document, as detailed in any relevant correspondence, which forms part of this Agreement, for the Client with reasonable skill, care and diligence. The Consultant shall use reasonable endeavours to adhere to any agreed programme. Each instruction or acceptance of a quotation shall be deemed to be an offer to purchase the services subject to the conditions laid out in this document.
- 2 An interim invoice will normally be submitted upon completion of the site works, to include all disbursements and fees to date, and for contracts extending over a long period, monthly invoices will be submitted for payment. The final report will not be issued until payment of the first interim invoice has been received, unless agreed with this Practice beforehand. Invoices are not to be assigned to a third party without prior agreement. Should the contract be cancelled after either preparatory or fieldwork has commenced then a claim will be made for work completed to that date.
- 3 The rates quoted, are net of Value Added Tax (VAT) which will be added to invoices at the standard prevailing rate, and are valid for a period of 12 weeks from the date of the quote. The Consultant shall issue accounts monthly in respect of that part of the Services carried out in the preceding period. The Client shall make payment of accounts without discount or retention within 30 days of submission. Disputes should be raised within 10 days. In the event of non-payment of the account(s) within the specified period the Consultant reserves the right to charge, from time to time, interest on the unpaid amount at the rate of 2% per calendar month above the Bank of England base rate (at time of original invoice date).
- 4 In the event of non-payment of the account(s), the Client undertakes to pay to the Consultant all costs and expenses, on an indemnity basis, incurred by the Consultant in: (i) the recovery from the Client of money or arrears (ii) the enforcement of any of the provisions of these conditions of contract (iii) the service of any notice relating to the breach by the Client of any of their obligations under this contract whether or not the same shall result in court proceedings (iv) the cost of any bank or other charges incurred by the Consultant if any cheque written by the Client is dishonoured or if any standing order payment is withdrawn by the Client's bankers (v) compensation for the breach of any terms of this agreement.
- 5 Unless expressly stipulated to the contrary, payment of the account(s) is not dependent upon the Client achieving regulatory approval for or discharge of a planning condition relating to the project, nor is it dependent upon the Client's securing of funding for the development where this may be conditional upon the prior granting of planning or building regulations approval, nor the Client's onward sale of the site to another party. In the case of provision of services to another consultant, payment of our account is not dependent upon the prior settlement of their own account by their Client.
- 6 No work will commence until an official written order or completed Quote Acceptance form has been received by post or email. Such order will be deemed to constitute acceptance of the quotation and these terms and conditions. Where the instruction to undertake the Services may have been issued by an intermediary on behalf of the Client, full Client details including confirmation of and contact details for the person responsible for authorising payment must be provided to the Consultant. In the event that the Client defaults or otherwise fails to pay the due account, the Consultant reserves the right to pursue and recover any unpaid amount from the instructing intermediary.
- 7 Neither party shall assign any obligation or benefit under this Agreement without prior written consent of the other Party. The Client shall not be entitled to assign the report(s) or any part of it without our prior written consent. Re-assignment of reports can be provided on request, subject to liaison with our Insurers and standard administration costs. Any assignment shall exclude the Contracts (Rights of Third Parties) Act 1999. Provision of a Collateral Warranty can only be considered if it is agreed at the pre-works stage, and fees for legal advice and warranty provision agreed before the works commence.
- 8 The Client guarantees that it has the right to have the Services performed and that he has obtained all the necessary certificates, licences, permits and consents required by Statute or any order or regulation made there under or by any regulation or by-law of any authority undertaker. The Client shall indemnify and hold harmless the Consultant from and against all consequences of a failure in this respect. The Client shall arrange such rights of access to property and use of Client's facilities as described in (or reasonably to be inferred from) this Agreement. The Client shall use reasonable endeavours to supply to the Consultant, promptly and free of charge: (a) any other necessary things in accordance with this Agreement; (b) any instructions, decisions, consents and approvals; and (c) any relevant data and information in the Client's possession; all of which the Consultant may reasonably require in order to carry out the Services. The Client will indemnify the Consultant in respect of any failure by the Client under this Clause.
- 9 In line with the Construction (Design & Management) Regulations 2015 and AGS guidance, neither the Consultant nor any sub-contractor shall be held responsible for any accidental damage or the consequences of any damage to buried services such as cables, pipes, sewers, etc., the positions and nature of which have not been clearly indicated to the Consultant in writing prior to the commencement of the work, unless the locating of same is expressly part of the Services. Where necessary it is assumed that the Client will permit the use of their toilet/welfare facilities by Consultant's staff and sub-contractors, including domestic properties. We will normally undertake the role of Contractor on a ground investigation project, but may occasionally 'inherit' the role of Principal Contractor. In either case that role is restricted to the ground investigation phase ONLY and not the subsequent build.
- 10 The Consultant shall not be held responsible for any loss, damage or injury arising from actions or omissions of the Client, his agents, servants and/or independent contractors. The Client shall indemnify the Consultant from any such acts or omissions.
- 11 Each Party shall retain the copyright of its documents. Information relating to the contract will only be disclosed to those employees who require it to carry out their job. If necessary this may include subcontractors. Any other third party enquiry about the purposes of these works will be referred back to the Client. Upon completion any technical information or ground investigation data obtained as part of your commission will thereafter be archived as 'in-house' data, and may be used (without specific reference to your site) on other projects in the future; this specifically excludes any personal data.
- 12 Copyright And Non-Disclosure Notice - The contents and layout of any report produced by the Consultant are subject to copyright owned by Wilson Associates save to the extent that copyright has been legally assigned by us to another party or is used by Wilson Associates under licence. To the extent that we own the copyright of a particular report, it may not be copied or used without our prior written agreement for any purpose other than the purpose indicated in that report. The methodology (if any) contained in that report is provided to you in confidence and must not be disclosed or copied to third parties without the prior written agreement of Wilson Associates. Disclosure of such information may constitute an actionable breach of confidence or may otherwise prejudice our commercial interests. Any third party who obtains access to that report by any means will, in any event, be subject to the Third Party Disclaimer set out below.
- 13 Third Party Disclaimer - Any disclosure of our report(s) to a third party is subject to this disclaimer. Reports are prepared by Wilson Associates at the instruction of, and for use by, our client named on the front of that report. It does not in any way constitute advice to any third party who is able to access it by any means. Wilson Associates excludes to the fullest extent lawfully permitted all liability whatsoever for any loss or damage howsoever arising from reliance on the contents of that report. We do not however exclude our liability (if any) for personal injury or death resulting from our negligence, for fraud or any other matter in relation to which we cannot legally exclude liability. Legal re-assignment to another party can be arranged - see Clause 7.
- 14 The Consultant's liability under this Agreement shall be limited to £500,000 (five hundred thousand pounds). The Consultant shall maintain professional indemnity insurance in this amount providing that such insurance cover is available at commercially reasonable rates.
- 15 To comply with the General Data Protection Regulation (GDPR) 2018, we will only request contact details sufficient to complete our project with you, name/job title, address/postcode/email. Any data collected will be used only by authorised personnel in the context of that project. We are committed to ensuring that your information is secure and in order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect. We will not share your information with third parties.