

Mr & Mrs Challenger
c/o J Sibley Architectural Services
Brandon Gate
Ellwood
Coleford
GL16 7LZ

Our ref: DJW/3838

7 January 2015

Dear Mrs Sibley,

RE: RED HOUSE, BROCKHOLLANDS, BREAM, LYDNEY GL15 4PP
FoDDC PLANNING REF P1649/14/OUT

I refer to your email of 2 December 2014 concerning the proposed construction of a single dwelling at the above site. It is understood that on account of it lying within a Coal Mining Development Referral Area, the Coal Authority (CA) has objected to the application via Forest of Dean District Council (FoDDC). In line with your instructions we have therefore undertaken the necessary researches and provide below our desk-based **Coal Mining Risk Assessment**, intended for submission to FoDDC/CA to address any outstanding queries.

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

Sources of Information

- CA mining report Ref 51000615589001 (4 September 2014)

- Proposed site layout plan Ref 229.04 (September 2104)
- British Geological Survey map SO60 NW (1970)
- “Geology of the Forest of Dean Coal and Iron-Ore Field” Geological Survey of Great Britain (Trotter) 1964
- Mining report from the Deputy Gaveler’s office, Forestry Commission, Coleford (7 January 2015)
- Liaison with FoDDC Building Control department
- Existing in-house archive records

Geological & Mining Setting

At approximate national grid reference SO 61550-05200 roughly 1.4km southeast of Bream, the site lies on the extreme southern limit of the ‘Main Basin’ of the Forest of Dean coalfield. The latter is effectively a synclinal ‘basin’ type structure in which strata generally dip towards the central north-south axis, and in the particular site area BGS Sheet SO60 NW indicates the productive upper coal measures Pennant Group (recent BGS mapping renames this as the Coleford Member) to be inclined at 1 in 2 (roughly 27°) to the northeast. There is no recorded covering of superficial deposits, and we have no records of previous ground investigation close enough to be of any assistance.

According to ‘Geology of the Forest of Dean Coal & Iron-Ore Field’ (Trotter, 1964) the Pennant Group in this area is dominated by thick massive (unbedded) sandstone with subordinate shale, and two main coal seams of workable thickness. The lower of these which marks the base of the Pennant Group is the Coleford High Delf seam, which at 1-1.5m 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 unbedded sandstone separate this from the Yorkley seam (0.75m) which lies towards the top of the Pennant Group, with further massive but probably heavily-jointed sandstone above the Yorkley. A third seam called the Whittington locally occurs roughly halfway between the two, although rarely exceeds 0.9m thickness.

As shown on drawing 3838/1, large-scale geological mapping shows the proven outcrop of the Yorkley seam as a northwest-southeast trending solid line which passes some 30m southwest of the site; the parallel outcrop of the Whittington lies at 230m distance in the same direction, and the Coleford High Delf (faulted) 350m distant. Given the recorded strata dip of 1 in 2 and the proposed dwelling position, the coal seams should underlie the proposed building footprint at roughly 18m (Yorkley), 118m (Whittington) and 168m depth (Coleford High Delf). No abandoned mineshafts are shown in the near vicinity, however an adit (tunnel entrance) marking the position of a ‘cross-measures level’, effectively an inclined tunnel which runs down in the opposite direction to the strata dip (i.e. to the southwest) is plotted some 570m to the northwest. The tunnel intersects the above-named seams and shows separate levels or headings leading off into workings within each of them.

A site-specific CA mining report is attached, which records past underground workings within two coal seams at 150 to 180m depth beneath the site; allowing for possible dip

variations and the effect of small-scale faulting this would seem to correlate with the Whittington and Coleford High Delf seams. The workings are recorded to have been last worked in 1950, on which basis any associated ground movements should by now have ceased. The CA also notes that “*reserves of coal exist in the local area which may have been worked at some time in the past*”. All other standard CON 29M enquiries have been answered in the negative, although it is noted that “*coal reserves exist in the local area which could be worked at some time in the future*”; that said the CA has no records of planned future workings.

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 the Forestry Commission, we have supplemented the above with an enquiry to his office. His response in the form of a short letter and various plans (extracts of historic OS mapping and a seam plan (see attached) effectively corroborates the CA records, in that there is no record of workings within the Yorkley seam at shallow depth beneath the site, and no abandoned shafts or adits on or close to the site. Workings are known to be present within the lower coal seams, as shown on the abandonment plan for the former Pastors Hill opencast site 450m due west (worked in 1983), however those lie well below the depth of influence and pose no stability risk to the site. The site does lie within the Parkhill Gale which is ‘in grant’, meaning that any works such as drilling investigation that might disturb the mineral would require the prior consent of the galee (licensed owner).

In addition we have contacted FoDDC Building Control for any records of incidents involving mining subsidence, collapse features or recorded mine entries in this area, however at the time of writing their response has yet to be received; anything of relevance will be forwarded under separate cover.

Summary of Identified Site-Specific Coal Mining Risks

The potential site-specific risks associated with coal mining legacy at this site are summarised below.

Coal Mining Issue	Yes	No	Risk Rating
Coal present at shallow depth	√		low
Underground coal mining recorded at shallow depth		√	low
Underground coal mining probable at shallow depth	√		low - see below
Mine entries (shafts/adits)		√	low - moderate
Mining-related fissures		√	very low
Record of past mine gas emissions or potential		√	very low
Recorded surface hazards		√	very low
Opencast mining		√	very low

Ground Stability Risk Assessment

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 7.5m is necessary at this site in order to demonstrate no surface stability risk associated with any workings within the Yorkley Coal (none are recorded). Given the estimated depth of 18m to the coal (or 35m at site centre as suggested by the Deputy Gaveler) and a recorded absence of superficial deposits, even allowing for a roadway of typical 1.2-1.5m height, that requirement would appear to be satisfied at this site.

Conclusions

The site lies to the southeast of Bream, in such a location that the Yorkley coal seam could lie as shallow as approximately 18m depth beneath the proposed dwelling footprint. The seam is recorded to be 0.75m thick, on which basis and given the absence of superficial deposits it would appear that the thickness of overlying competent rock cover should exceed the nominal 'ten times the seam thickness' requirement. As such any unrecorded abandoned workings within that horizon are deemed to lie at sufficient depth such that they are NOT considered to pose a potential surface stability risk to the proposed building footprint. Unless the latter changes no further assessment or investigation is considered necessary, and the site should meet the national planning policy requirements with regard to development on unstable land.

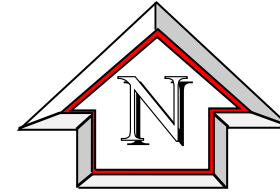
It would however be advisable to follow 'best practice' for new development within a former coalfield, with the incorporation of top and bottom layers of steel mesh reinforcement within conventional strip/trenchfill foundations in order to mitigate any possible minor residual ground movements. Similarly 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.

Yours sincerely,



DAVID J WILSON
BSc (Hons) CGeol FGS MIQ
for
WILSON ASSOCIATES (CONSULTING) LIMITED

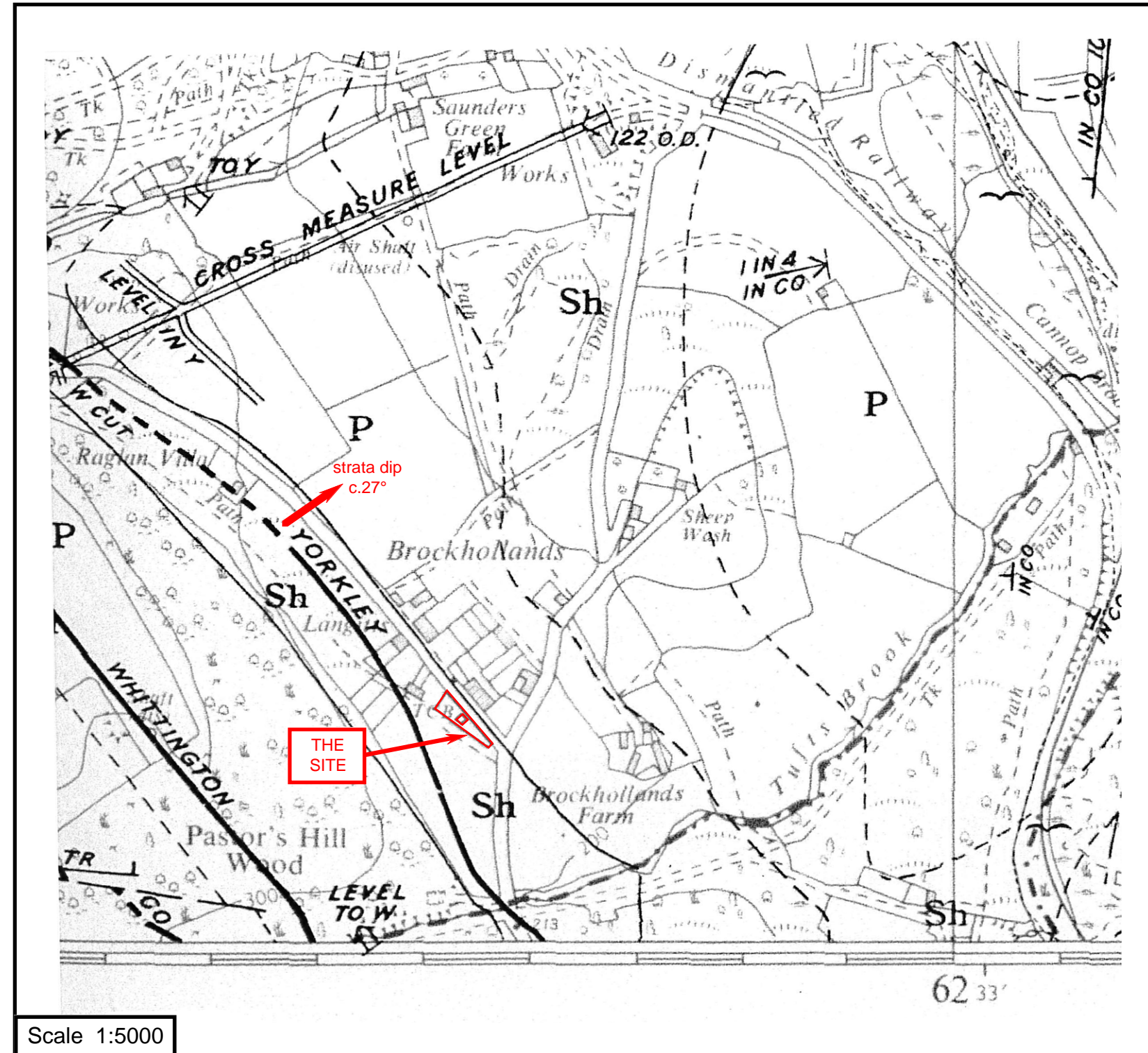
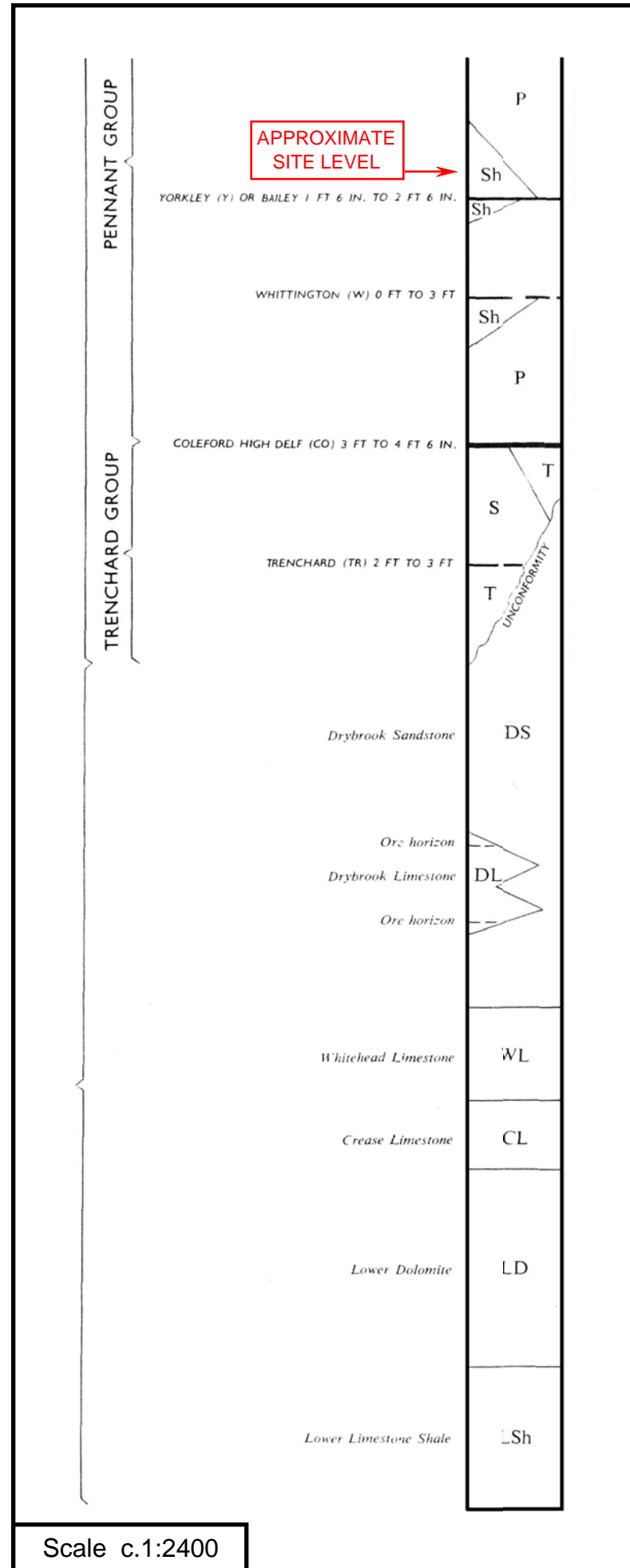


THE RED HOUSE, BROCKHOLLANDS, BREAM,
GLOUCESTERSHIRE GL15 4PP



EXTRACT OF GEOLOGICAL SHEET SO 60 NW (1970) TO SHOW RECORDED GEOLOGY

Job No. 3838	Drawing No. 3838/1	Scale: as shown	Date: 22.12.14
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Issued by:

The Coal Authority, Property Search Services, 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire, NG18 4RG
Website: www.groundstability.com Phone: 0845 762 6848 DX 716176 MANSFIELD 5

**J SIBLEY ARCHITECTURAL
SERVICES
BRENDON GATE
ELLWOOD
COLEFORD
GLOUCESTERSHIRE
GL16 7LZ**

Our reference: **51000615589001**
Your reference: **229**
Date of your enquiry: **04 September 2014**
Date we received your enquiry: **04 September 2014**
Date of issue: **04 September 2014**

This report is for the property described in the address below and the attached plan.

Non-Residential Coal Authority Mining Report

RED HOUSE, BROCKHOLLANDS, BREAM, LYDNEY, GLOUCESTERSHIRE, GL15 4PP

This report is based on and limited to the records held by, the Coal Authority, and the Cheshire Brine Subsidence Compensation Board's records, at the time we answer the search.

Coal mining	See comments below
Brine Compensation District	No

Information from the Coal Authority

Underground coal mining

Past

The property is in the likely zone of influence from workings in 2 seams of coal at 150m to 180m depth, and last worked in 1950.

Any ground movement from these coal workings should have stopped by now.

In addition the property is in an area where the Coal Authority believe there is coal at or close to the surface. This coal may have been worked at some time in the past. The potential presence of coal workings at or close to the surface should be considered prior to any site works or future development activity. Your attention is drawn to the Comments on Coal Authority Information section of the report.

Present

The property is not in the likely zone of influence of any present underground coal workings.

Future

The property is not in an area for which the Coal Authority is determining whether to grant a licence to remove coal using underground methods.

The property is not in an area for which a licence has been granted to remove or otherwise work coal using underground methods.

The property is not in an area that is likely to be affected at the surface from any planned future workings.

However, reserves of coal exist in the local area which could be worked at some time in the future.

No notice of the risk of the land being affected by subsidence has been given under section 46 of the Coal Mining Subsidence Act 1991.

Mine entries

There are no known coal mine entries within, or within 20 metres of, the boundary of the property.

Records may be incomplete. Consequently, there may exist in the local area mine entries of which the Coal Authority has no knowledge.

Coal mining geology

The Authority is not aware of any evidence of damage arising due to geological faults or other lines of weakness that have been affected by coal mining.

Opencast coal mining

Past

The property is not within the boundary of an opencast site from which coal has been removed by opencast methods.

Present

The property does not lie within 200 metres of the boundary of an opencast site from which coal is being removed by opencast methods.

Future

The property is not within 800 metres of the boundary of an opencast site for which the Coal Authority is determining whether to grant a licence to remove coal by opencast methods.

The property is not within 800 metres of the boundary of an opencast site for which a licence to remove coal by opencast methods has been granted.

Coal mining subsidence

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

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

The 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

There is no record of a mine gas emission requiring action by the Coal Authority within the boundary of the property.

Hazards related to coal mining

The property has not been subject to remedial works, by or on behalf of the Authority, under its Emergency Surface Hazard Call Out procedures.

Withdrawal of support

The property is not in an area for which a notice of entitlement to withdraw support has been published.

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

Working facilities orders

The property is not in an area for which an Order has been made under the provisions of the Mines (Working Facilities and Support) Acts 1923 and 1966 or any statutory modification or amendment thereof.

Payments to owners of former copyhold land

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

Comments on Coal Authority information

In view of the mining circumstances a prudent developer would seek appropriate technical advice before any works are undertaken.

Therefore if development proposals are being considered, technical advice relating to both the investigation of coal and former coal mines and their treatment should be obtained before beginning work on site. All proposals should apply good engineering practice developed for mining areas. No development should be undertaken that intersects, disturbs or interferes with any coal or mines of coal without the permission of the Coal Authority. Developers should be aware that the investigation of coal seams/former mines of coal may have the potential to generate and/or displace underground gases and these risks both under and adjacent to the development should be fully considered in developing any proposals. The need for effective measures to prevent gases entering into public properties either during investigation or after development also needs to be assessed and properly addressed. This is necessary due to the public safety implications of any development in these circumstances.

Information from the Cheshire Brine Subsidence Compensation Board

The property lies outside the Cheshire Brine Compensation District.

Additional Remarks

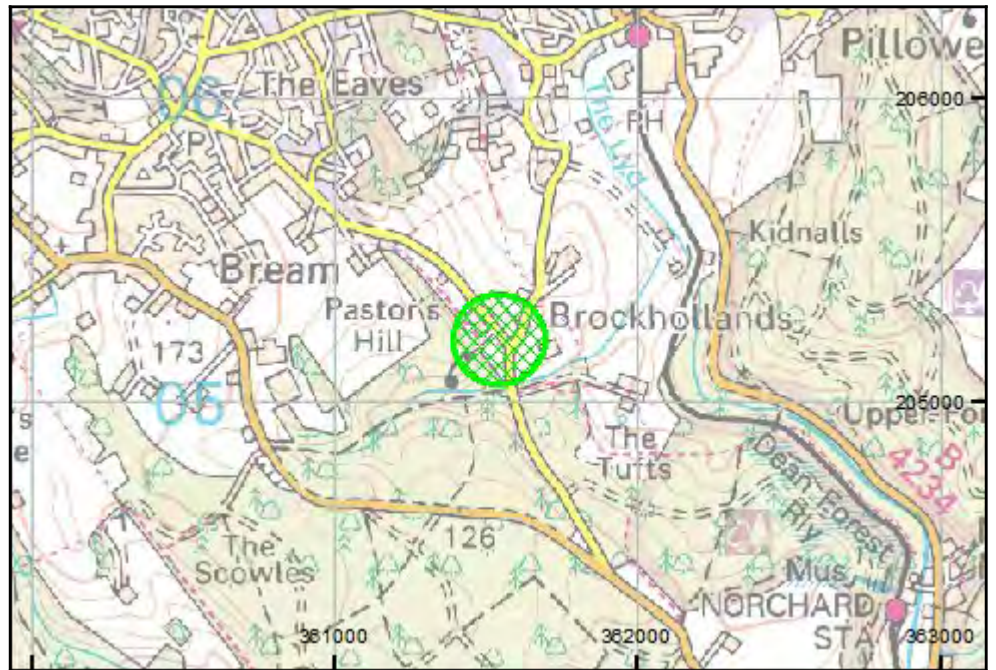
This report is prepared in accordance with the Law Society's Guidance Notes 2006, the User Guide 2006 and the Coal Authority and Cheshire Brine Board's Terms and Conditions 2006. The Coal Authority owns the copyright in this report. The information we have used to write this report is protected by our database right. All rights are reserved and unauthorised use is prohibited. If we provide a report for you, this does not mean that copyright and any other rights will pass to you. However, you can use the report for your own purposes.

Issued by:	The Coal Authority, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG
Tax Point Date:	04 September 2014
Issued to:	J SIBLEY ARCHITECTECTURAL SERVICES BRENDON GATE ELLWOOD COLEFORD GLOUCESTERSHIRE GL16 7LZ
Property Search for:	RED HOUSE, BROCKHOLLANDS, BREAM, LYDNEY, GLOUCESTERSHIRE, GL15 4PP
Reference Number:	51000615589001
Date of Issue:	04 September 2014
Cost:	£59.00
VAT @ 20%:	£11.80
Total Received:	£70.80
VAT Registration	598 5850 68

Location map



Approximate position of property

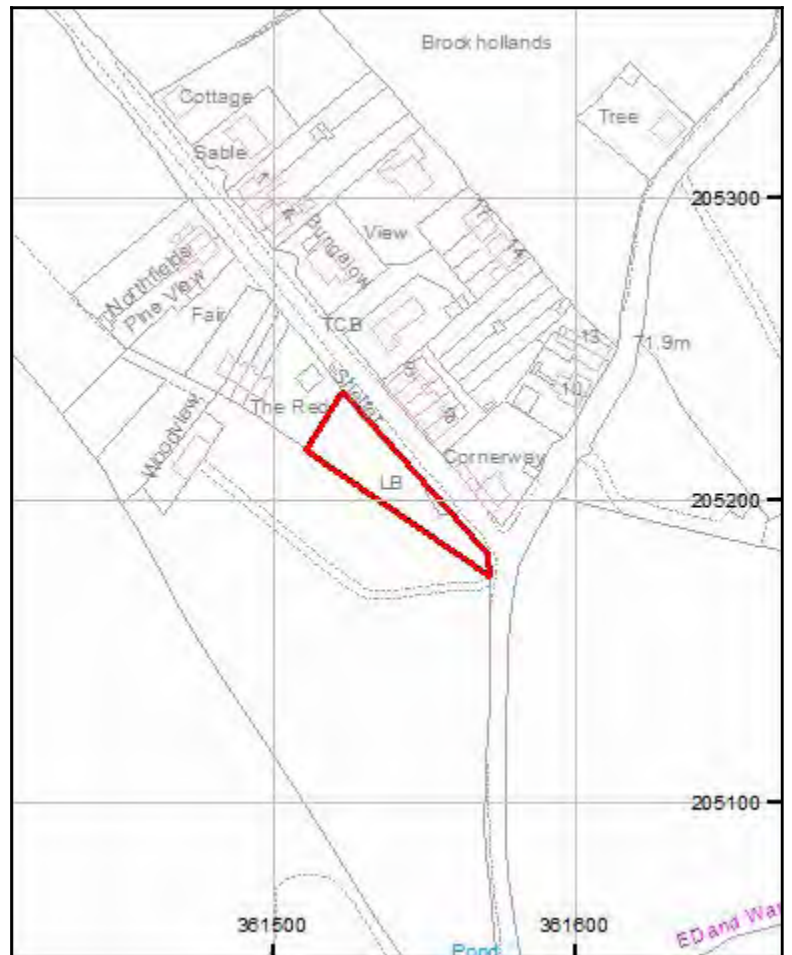


Enquiry boundary

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Key

Approximate position of enquiry boundary shown



Forest of DeanBank House
Bank Street
Coleford
Glos.
GL16 8BAWilson Associates
36 Brunswick Rd
Gloucester
GL1 1JJDaniel.Howell@forestry.gsi.gov.u
Tel: 01594 833057
Fax: 01594 833908

Deputy Gaveller
Daniel Howell7th January 2015Your Ref: Email of instruction dated 12th December 2014

Dear Sirs

Re: Site at Red House, Brockhollands

With reference to your instruction of the 12th December regarding the above site area, it is confirmed that it lies within the Hundred of St Briavels and is therefore subject to the rights of Freeminers, their heirs and assigns as per the Dean Forest Mines Acts.

The property (shown edged RED on the attached plans) lies on the **Parkhill** Gale and is currently **IN GRANT**. Disturbance of these minerals will require permission directly from the Galee whose details can be provided if required.

Records indicate no known mine entries within 200m of the site and the historical plans SUGGEST that the minerals directly under the site remain largely intact.

Underground mining operations took place within the limits of the gale as late as 1950, but a portion of the Gale plus adjacent Gale was worked by opencast in 1983. This site lies approximate 450m due West of the site (see plan).

Geological plans indicate the strata dipping in a North-Easterly direction of gradients between 1 in 1 and 1 in 2 placing the Yorkley seam approximately

35m below the centre of the proposed site. This should be overlaid with massive sandstones but given the proximity to surface, may be heavily jointed.

For completeness, I have included copies of historic plans relating to the area including mine plans, OS1881 extract, opencast abandonment and geological section, and a copy of the LiDAR survey conducted in 1996.

I hope this information is of interest and should you have any other queries, please contact me.

Yours faithfully



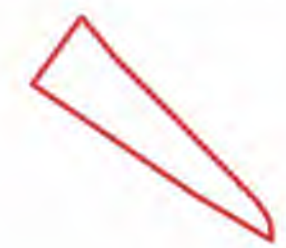
Daniel Howell
Deputy Gaveler
Dean Forest

Enc.

**WEST ENGLAND
FOREST DISTRICT**

Notes:

Approximate site area



Subject:

Red House, Brockhollands

Scale 1:1,250

Map Nos SO6105

Nat Grid Ref SO6153 0520

1:50,000 162

County Gloucestershire

1:2500 edn 2014

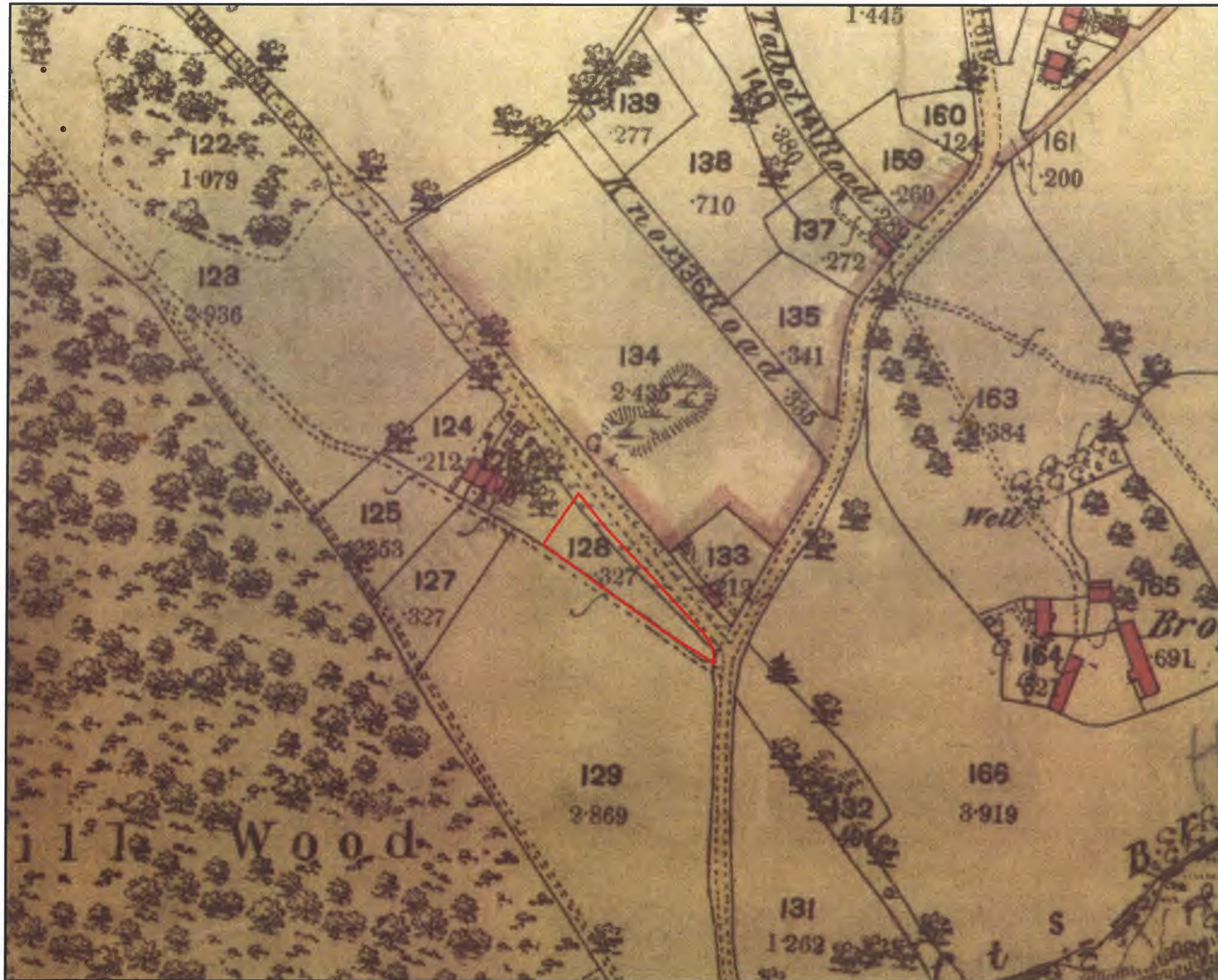
File No: DG_MR_070115

Prepared by: D.L.H. Date: 07/01/2015

Any linear measurements shown are in METERS

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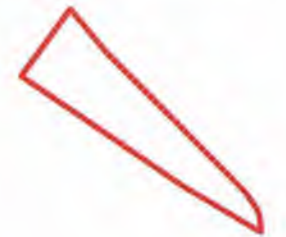


**WEST ENGLAND
FOREST DISTRICT**

Notes:

OS 1881

Approximate site area



Subject:

Red House, Brockhollands

Scale 1:1,250

Map Nos SO6105

Nat Grid Ref SO6153 0520

1:50,000 162

County Gloucestershire

1:2500 edn 2014

File No: DG_MR_070115

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WEST ENGLAND FOREST DISTRICT

Notes:

OS 1881

Approximate site area



Subject:

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WEST ENGLAND FOREST DISTRICT

Notes:

LiDAR Survey

Approximate site area



Subject:

Red House, Brockhollands

Scale 1:1,250

Map Nos SO6105

Nat Grid Ref SO6153 0520

1:50,000 162

County Gloucestershire

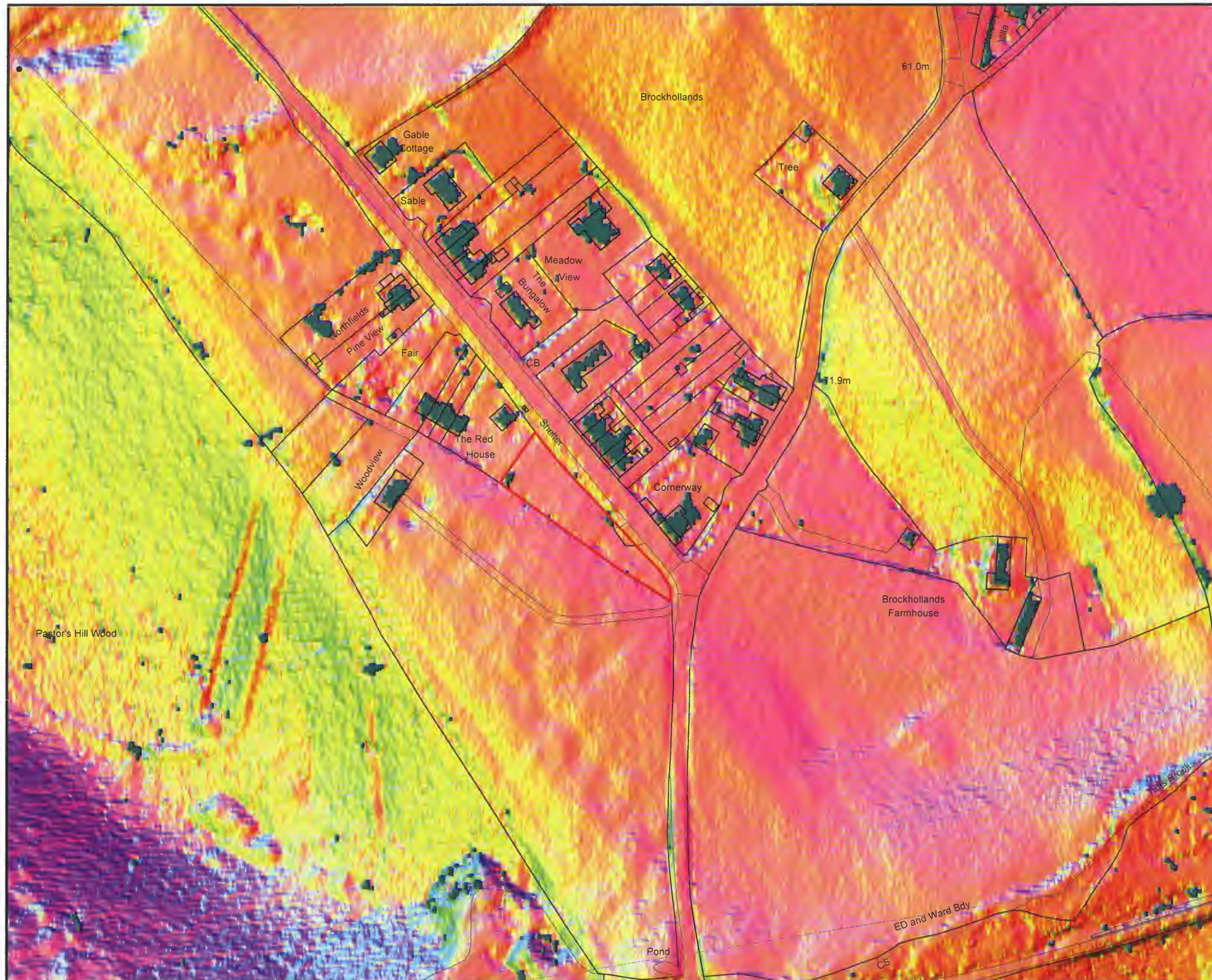
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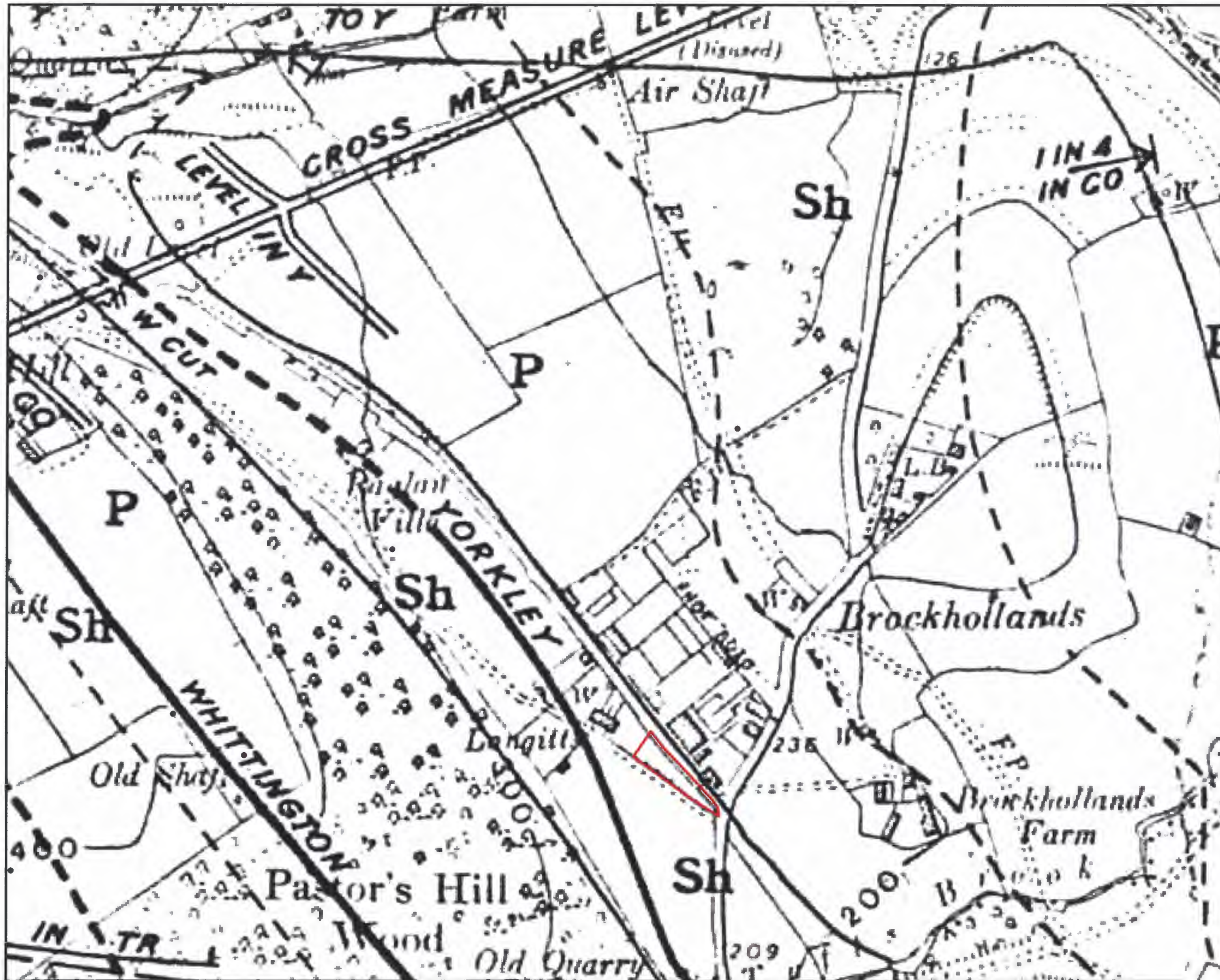
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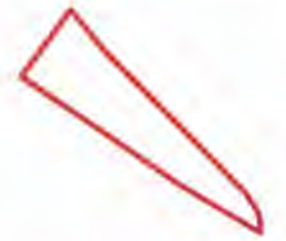




**WEST ENGLAND
FOREST DISTRICT**

Notes:

Approximate site area



Subject:

Red House, Brockhollands

Scale 1:2,500

Map Nos SO6105

Nat Grid Ref SO6153 0520

1:50,000 162

County Gloucestershire

1:2500 edn 2014

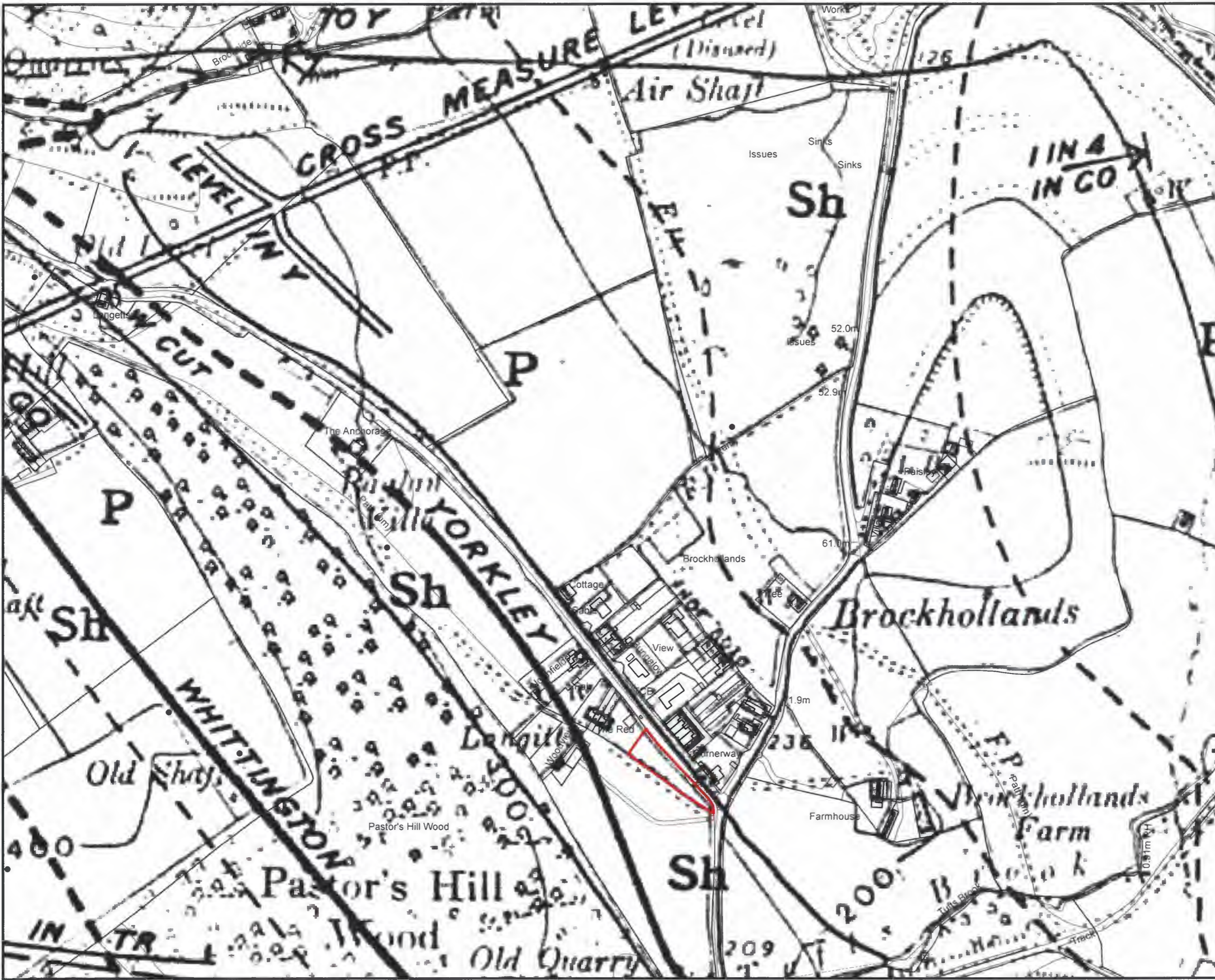
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Prepared by: D.L.H. Date: 07/01/2015

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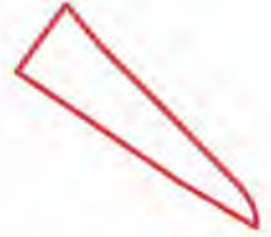




WEST ENGLAND FOREST DISTRICT

Notes:

Approximate site area



Subject:

Red House, Brockhollands

Scale 1:2,500

Map Nos SO6105

Nat Grid Ref SO6153 0520

1:50,000 162

County Gloucestershire

1:2500 edn 2014

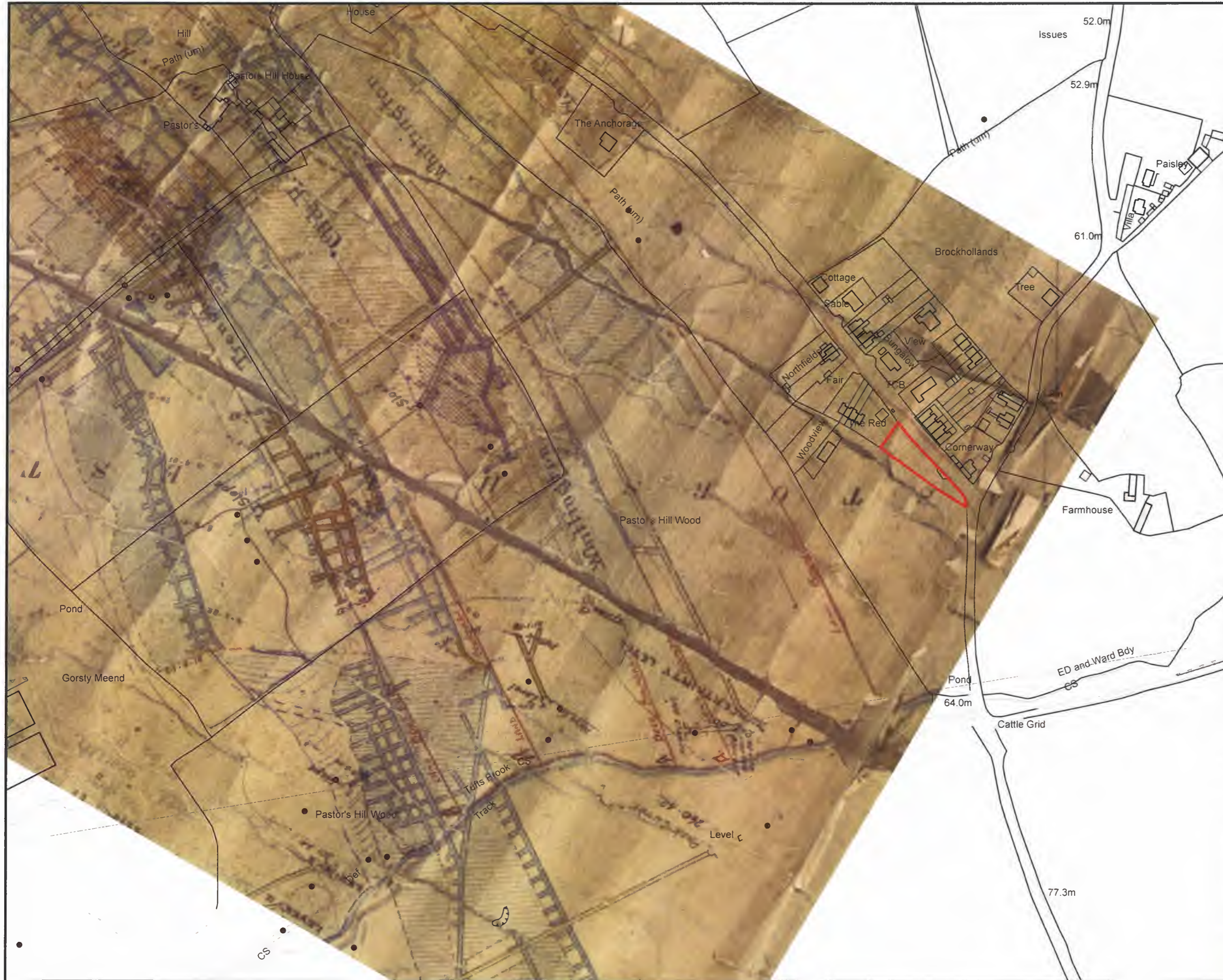
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Prepared by: D.L.H. Date: 07/01/2015

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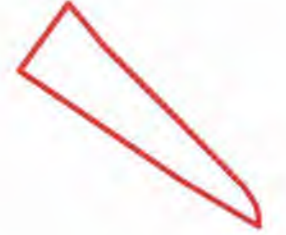




**WEST ENGLAND
FOREST DISTRICT**

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Approximate site area



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Red House, Brockhollands

Scale 1:2,500

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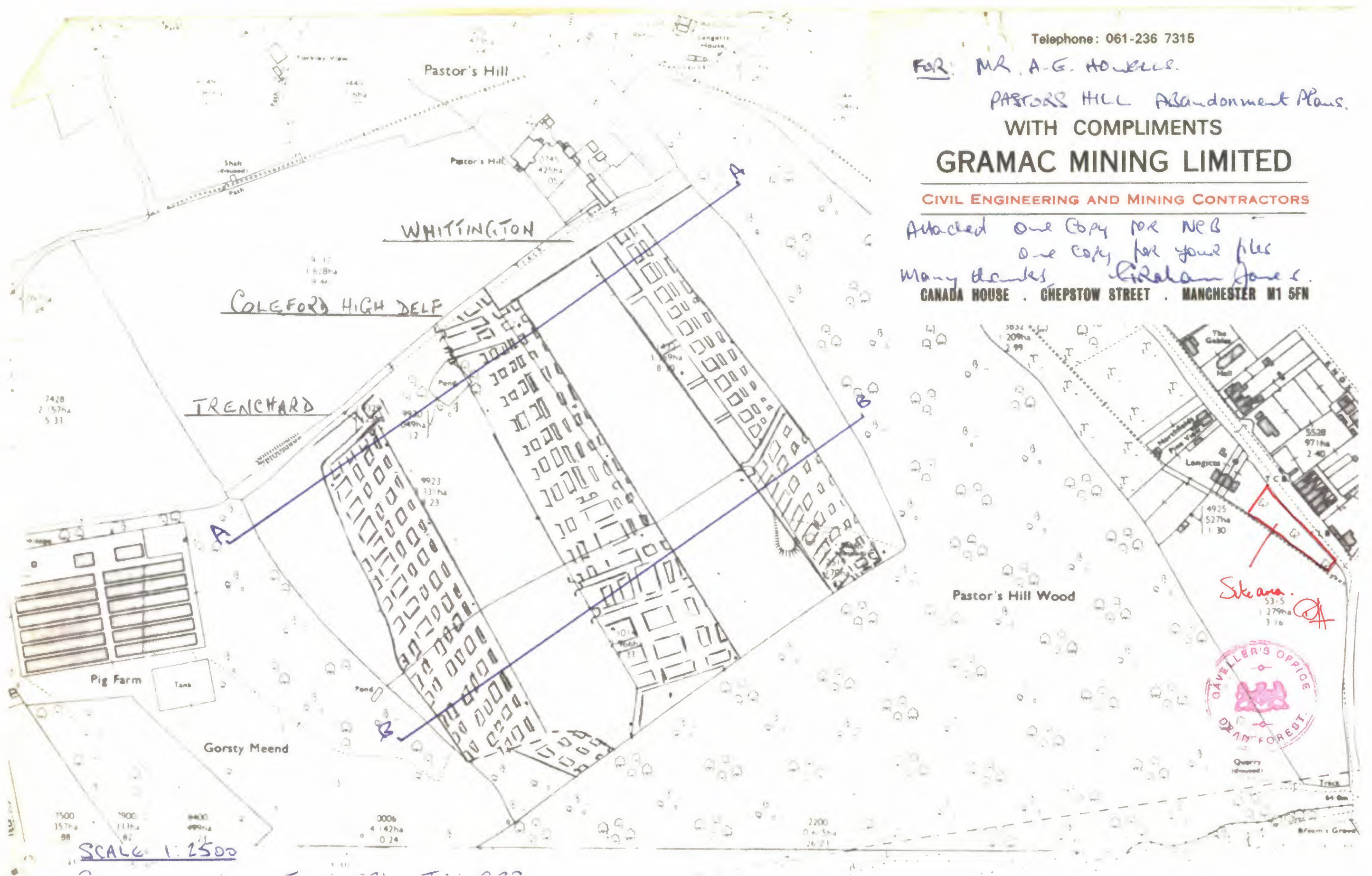
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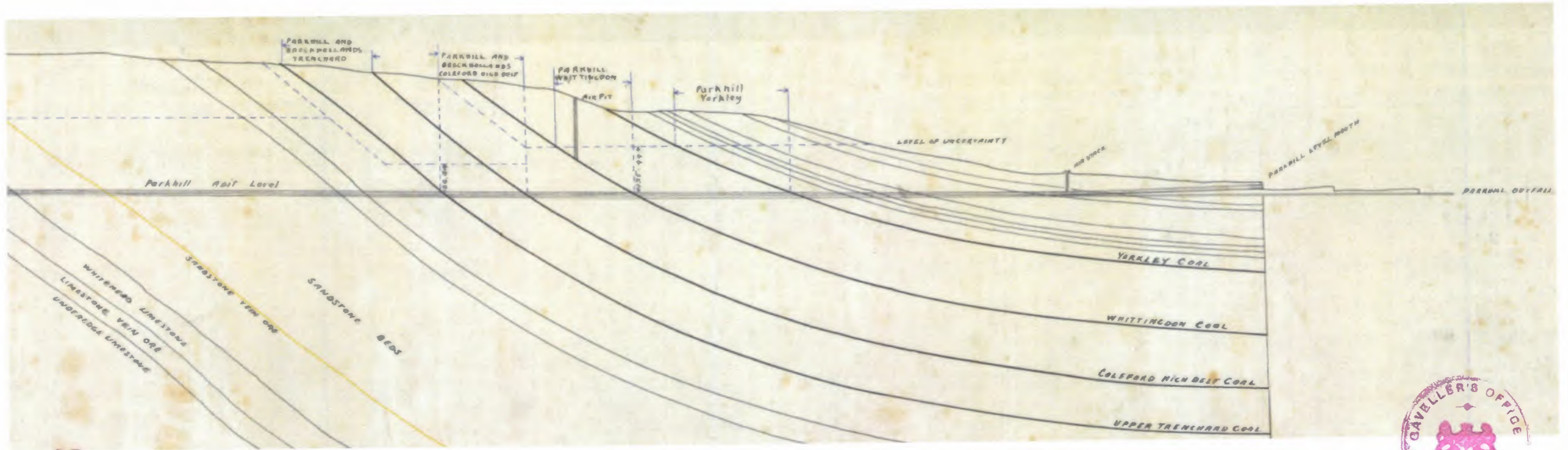
Telephone: 061-236 7315

FOR: MR. A.G. HOWELL.
PASTOR'S HILL Abandonment Plans,
WITH COMPLIMENTS
GRAMAC MINING LIMITED

CIVIL ENGINEERING AND MINING CONTRACTORS

Attached one copy for NEB
one copy for your files
Many thanks, Graham Jones.
CANADA HOUSE . CHEPSTOW STREET . MANCHESTER M1 5FN

SCALE 1:2500



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.
- 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.
- 2 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 8% per annum above the Bank of England base rate (at time of original invoice date).
- 3 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. 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.
- 4 No work will commence until an official written order has been received by post, fax or email. Such order may be an acceptance of the quotation. 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.
- 5 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 contract 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.
- 6 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.
- 7 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.
- 8 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.
- 9 Each Party shall retain the copyright of its documents. Such documents may only be used by the other Party for the purposes described in or reasonably to be inferred from this Agreement and shall not be used for any other purpose. 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. No Party shall publish such documents or permit publication, including advertisements, without the written consent of the other Party. If required we can arrange a specific Confidentiality Agreement to be prepared. Each Party shall maintain the confidentiality of any documents and other information received from the other Party which appear to be confidential or have been so marked. No Party shall release or disclose such documents or information, or permit release or disclosure, without the written consent of the other Party unless required by law.
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- 12 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.
- 13 The Client shall not rely or act upon any oral statements made by employees of the Consultant but only upon written communications.

October 2014