

Mr Paul Hemms
31 Dockham Road
Cinderford
Gloucestershire
GL14 2BG

Our ref: 4925/3/RS

23 November 2023

Dear Paul,

RE: 31 DOCKHAM ROAD, CINDERFORD, GLOUCESTERSHIRE, GL14 2BG

Introduction

Planning Permission has been granted by Forest of Dean District Council (FoDDC) under **Planning Reference P1636/20/OUT** for the construction of a single two-storey residential dwelling complete with a rear soft-landscaped garden and front tarmac hardstand at the above site, which has now been completed.

As detailed within Wilson Associates Report ref: 4925/2, dated December 2022 (and to which reference should be made while reading this report), contamination risk assessment identified near-surface made ground to be locally contaminated with the PAH compounds Benzo(a)pyrene and Dibenzo(a,h)anthracene. Based on the proposed development layout (as shown on drawing 4925/3/2) a 'source-pathway-receptor' pollutant linkage was identified posing a potential risk to the health of future site users. A remediation options appraisal determined that affected soil either be removed from where it lies within the proposed garden area or covered with a Clean Cover System.

Given the findings, it was subsequently agreed with the Contaminated Land Officer (CLO) that the conditional requirement to submit a formal Remediation Strategy report was not necessary in this instance and that the detail provided within the options appraisal would suffice.

A conditional requirement of the planning permission (Condition 6) is the submission of a written verification (completion) report confirming that the remediation requirement for land contamination affecting the site has been addressed. This Completion Report therefore summarises the approved options appraisal and details all works and inspections undertaken.

Approved Remedial Works

The following remedial action was recommended and agreed with the CLO:

1. The application of a **clean cover system** across the proposed rear garden comprising minimum 300mm of clean imported topsoil/subsoil, thereby breaking the aforementioned 'source-pathway-receptor' pollutant linkage. Should it be necessary to first excavate the contaminated made ground stratum in order to achieve the final ground level, subject to volume, such arisings will be retained on site below proposed building/hardstand or removed off-site to a suitably licensed landfill.
2. Any imported soil used as clean cover to come pre-certified as suitable for a residential end use and records to be provided to the LPA/warranty provider.
3. Upon completion of the above, inspection of the works will be undertaken to confirm that the correct thickness of clean cover has been added. In the unlikely instance that non-certified soil is imported as clean cover, representative samples will be taken for appropriate laboratory contamination testing to ensure that the imported material is suitable for retention on site and poses no potential risk to future site users.
4. Provision of a post-remediation Completion Report detailing all works and inspections undertaken, including photographs and any laboratory test results, to be provided to the LPA/warranty provider for their records and to secure full discharge of Condition 6.

Remedial Works

The main contractor completed the remedial works unsupervised in October 2023, addressing Point No's 1-2 of the approved strategy in a single phase. Given the proposed final ground level it was not necessary to remove any of the existing soil. The client sourced a supply of pre-certified topsoil from M F Freeman Limited and certification documentation and laboratory test results are attached as Appendix 1 demonstrating its suitability for retention within a proposed residential development. Following the area of soft landscaping being marked out by the client (as shown on drawing 4925/3/2) the imported uncontaminated topsoil was placed to a minimum thickness of 300mm.

Validation Works

As per Point No. 3 of the approved strategy, three trial pits (VP1-3) were manually excavated within the rear garden area on the morning of 6 November 2023, and their locations are shown on drawing 4925/3/2. The pits were excavated to depths of 0.31-0.33mbegl and logged by a suitably qualified engineer from this Practice in accordance with Eurocode 7 (BS EN ISO 14688-1:2002 and 14688-2:2004). Pit logs together with photographic confirmation of the arisings and clean cover thickness are provided in Appendix 2. Validation works have established that the

clean cover system comprises entirely of topsoil and has been installed to achieve the minimum required thickness.

On this basis it is considered that the site has been successfully remediated and it therefore no longer poses a potential risk to human health, with no further remedial action considered necessary.

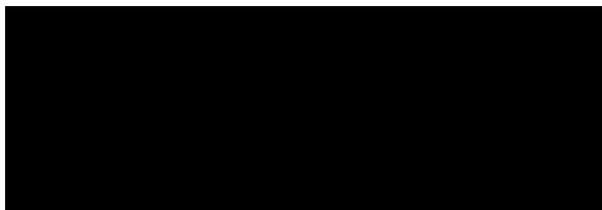
Conclusion

This validation exercise as described above demonstrates that the developer has followed the remediation strategy, which has comprised the installation of a clean cover system constituting at least 300mm of clean topsoil.

It is considered that site has been successfully remediated to a standard suitable for the intended residential development, complying with LPA requirements and sufficient to enable the discharge of Condition 6.

This letter should be submitted to the LPA to provide verification that the site has been remediated (as per Point No. 4 of the approved strategy). This report is subject to our standard terms and conditions as attached.

Yours sincerely,



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

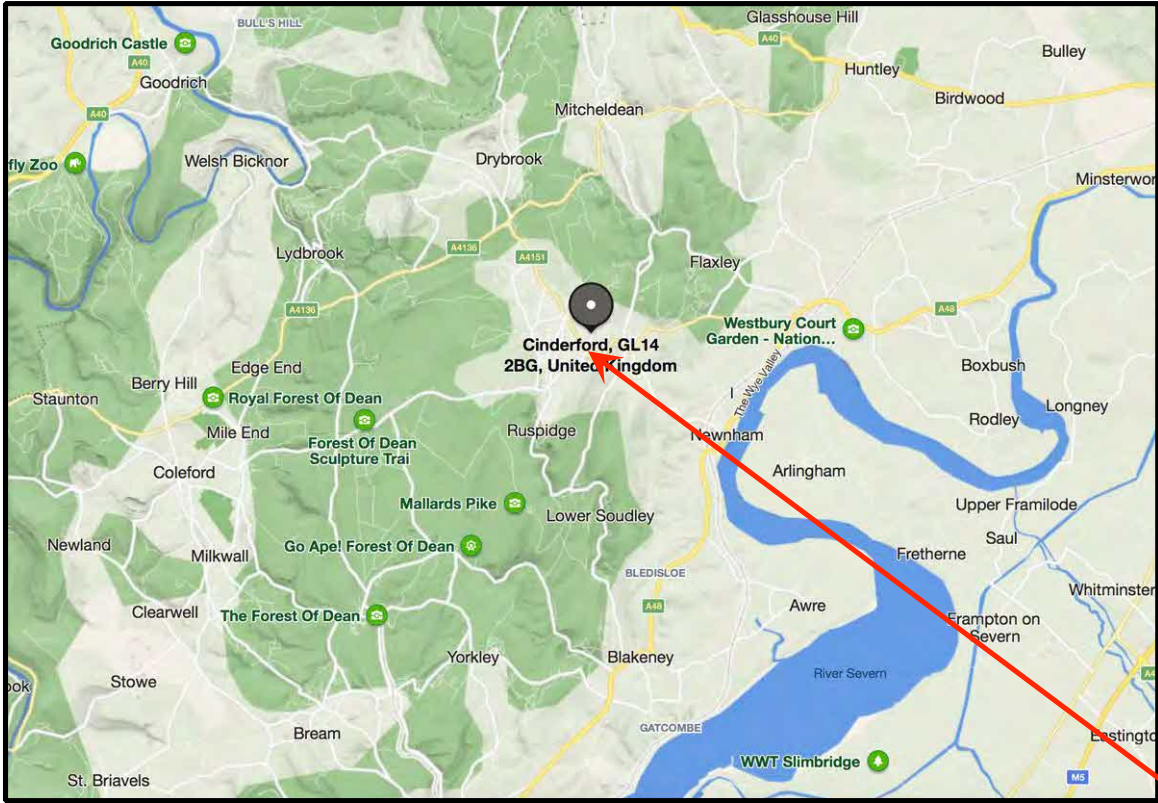
Encl.

31 DOCKHAM ROAD, CINDERFORD, GLOUCESTERSHIRE GL14 2BG!



SITE LOCATION (based on Microsoft Bing Mapping)

Job No. 4925/3	Drawing No. 4925/3/1	Scale: NTS	Date: 17-11-23
-------------------	-------------------------	---------------	-------------------

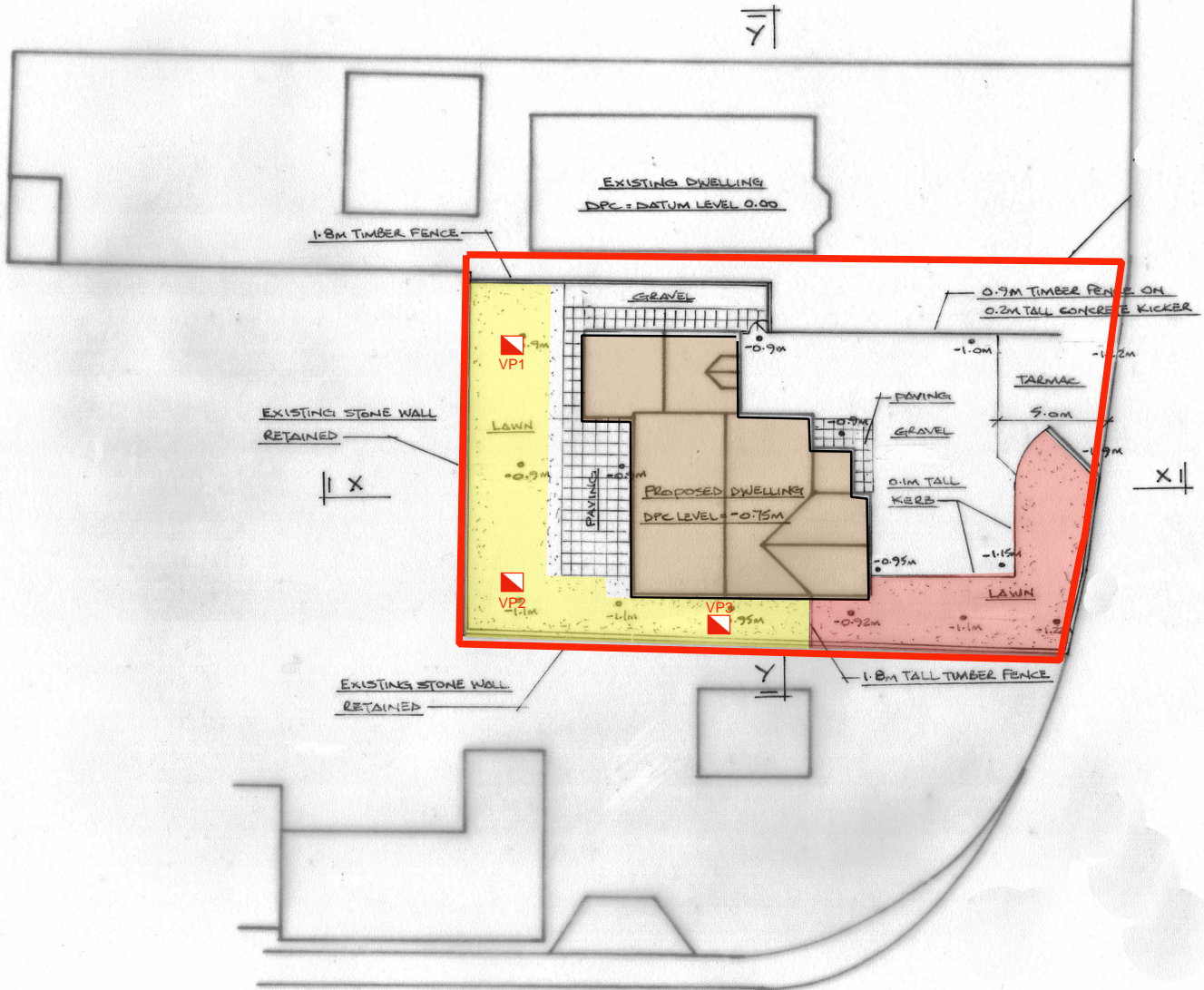





THE!
SITE



DEVELOPMENT LAYOUT (based upon drg PHC 02102 and PHC 02102 undated) SHOWING EXTENT OF CLEAN COVER APPLICATION AND VERIFICATION PIT LOCATIONS

Job No. 4925/3	Drawing No. 4925/3/2	Scale: NTS	Date: 17/09/23
-------------------	-------------------------	---------------	-------------------

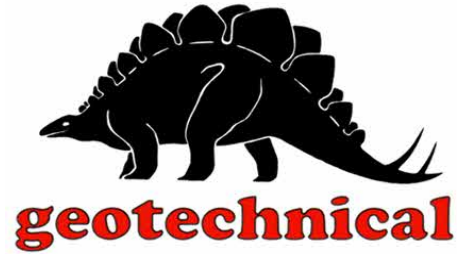


-  soft landscaping replaced with hardstand
-  extent of clean cover applied
-  validation pits



APPENDIX 1

PRE-CERTIFIED TOPSOIL ANALYSIS REPORT



MF FREEMAN
 Ruardean Works
 Varnister Road
 Drybrook
 Gloucestershire
 GL17 9BH

Version No. 1
 Reason for update N/A
 Page No. 1 of 7
 Date of Issue 09/10/2023

For the attention of Avril Roffe

TEST REPORT

PROJECT/SITE	BISHOPSWOOD	Samples received	03/10/2023
GEL REPORT NUMBER	37835	Schedule received	29/09/2023
Your ref/PO:	Bishopswood	Testing commenced	03/10/2023
Test report refers to	Schedule 2	Status	Final

SUMMARY OF RESULTS ATTACHED

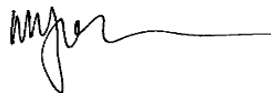
TEST METHOD & DESCRIPTION (S) denotes testing was subcontracted	QUANTITY	ACCREDITED TEST
Metals Suite	(S) 1	YES
PAH - Speciated	(S) 1	YES
Organic Matter Content	(S) 1	YES
Asbestos Screen	(S) 1	YES
TPH - Texas Banded	(S) 1	YES/NO

General Remarks
 This report may not be partially reproduced without written permission from this laboratory.
 The results reported relate to samples received in the laboratory and the items tested.

Geotechnical Engineering Ltd
 Centurion House
 Olympus Park, Quedgeley
 Gloucester GL2 4NF

www.geoeng.co.uk
geotech@geoeng.co.uk
 TEL: 01452 527743

Approved Signatories:
 W Jones (Laboratory Manager) J Hanson (Director)
 T Best (Deputy Laboratory Manager) N Parry (Director)





Final Report

Report No.: 23-33089-1

Initial Date of Issue: 09-Oct-2023

Re-Issue Details:

Client Geotechnical Engineering Ltd

Client Address: Centurion House, Olympus Park
Quedgeley
Gloucester
Gloucestershire
GL2 4NF

Contact(s): GEL
Tom Best

Project 37835 BISHOPSWOOD

Quotation No.: **Date Received:** 03-Oct-2023

Order No.: 7415 **Date Instructed:** 03-Oct-2023

No. of Samples: 1

Turnaround (Wkdays): 5 **Results Due:** 09-Oct-2023

Date Approved: 09-Oct-2023

Approved By:

Details: Stuart Henderson, Technical
Manager

Results - Soil

Project: 37835 BISHOPSWOOD

Client: Geotechnical Engineering Ltd		Chemtest Job No.:		23-33089	
Quotation No.:		Chemtest Sample ID.:		1711429	
		Sample Location:		Sample 2	
		Sample Type:		SOIL	
		Top Depth (m):		0.00	
		Date Sampled:		29-Sep-2023	
		Asbestos Lab:		DURHAM	
Determinand	Accred.	SOP	Units	LOD	
ACM Type	U	2192		N/A	-
Asbestos Identification	U	2192		N/A	No Asbestos Detected
Moisture	N	2030	%	0.020	16
Soil Colour	N	2040		N/A	Brown
Other Material	N	2040		N/A	Roots
Soil Texture	N	2040		N/A	Loam
Arsenic	M	2455	mg/kg	0.5	4.8
Cadmium	M	2455	mg/kg	0.10	0.13
Chromium	M	2455	mg/kg	0.5	18
Copper	M	2455	mg/kg	0.50	16
Mercury	M	2455	mg/kg	0.05	< 0.05
Nickel	M	2455	mg/kg	0.50	20
Lead	M	2455	mg/kg	0.50	23
Selenium	M	2455	mg/kg	0.25	0.43
Zinc	M	2455	mg/kg	0.50	51
Chromium (Hexavalent)	N	2490	mg/kg	0.50	< 0.50
Aliphatic VPH >C5-C6	U	2780	mg/kg	0.05	[C] < 0.05
Aliphatic VPH >C6-C7	U	2780	mg/kg	0.05	[C] < 0.05
Aliphatic VPH >C7-C8	U	2780	mg/kg	0.05	[C] < 0.05
Aliphatic VPH >C6-C8 (Sum)	N	2780	mg/kg	0.10	[C] < 0.10
Aliphatic VPH >C8-C10	U	2780	mg/kg	0.05	[C] < 0.05
Total Aliphatic VPH >C5-C10	U	2780	mg/kg	0.25	[C] < 0.25
Aliphatic EPH >C10-C12	M	2690	mg/kg	2.00	[C] < 2.0
Aliphatic EPH >C12-C16	M	2690	mg/kg	1.00	[C] < 1.0
Aliphatic EPH >C16-C21	M	2690	mg/kg	2.00	[C] < 2.0
Aliphatic EPH >C21-C35	M	2690	mg/kg	3.00	[C] 5.4
Aliphatic EPH >C35-C40	N	2690	mg/kg	10.00	[C] 12
Total Aliphatic EPH >C10-C35	M	2690	mg/kg	5.00	[C] 5.4
Total Aliphatic EPH >C10-C40	N	2690	mg/kg	10.00	[C] 17
Aromatic VPH >C5-C7	U	2780	mg/kg	0.05	[C] < 0.05
Aromatic VPH >C7-C8	U	2780	mg/kg	0.05	[C] < 0.05
Aromatic VPH >C8-C10	U	2780	mg/kg	0.05	[C] < 0.05
Total Aromatic VPH >C5-C10	U	2780	mg/kg	0.25	[C] < 0.25
Aromatic EPH >C10-C12	U	2690	mg/kg	1.00	[C] < 1.0
Aromatic EPH >C12-C16	U	2690	mg/kg	1.00	[C] < 1.0
Aromatic EPH >C16-C21	U	2690	mg/kg	2.00	[C] 3.1
Aromatic EPH >C21-C35	U	2690	mg/kg	2.00	[C] 14
Aromatic EPH >C35-C40	N	2690	mg/kg	1.00	[C] 1.8

Results - Soil

Project: 37835 BISHOPSWOOD

Client: Geotechnical Engineering Ltd	Chemtest Job No.:		23-33089		
Quotation No.:	Chemtest Sample ID.:		1711429		
	Sample Location:		Sample 2		
	Sample Type:		SOIL		
	Top Depth (m):		0.00		
	Date Sampled:		29-Sep-2023		
	Asbestos Lab:		DURHAM		
Determinand	Accred.	SOP	Units	LOD	
Total Aromatic EPH >C10-C35	U	2690	mg/kg	5.00	[C] 17
Total Aromatic EPH >C10-C40	N	2690	mg/kg	10.00	[C] 19
Total VPH >C5-C10	U	2780	mg/kg	0.50	[C] < 0.50
Total EPH >C10-C35	U	2690	mg/kg	10.00	[C] 23
Total EPH >C10-C40	N	2690	mg/kg	10.00	[C] 36
Organic Matter	M	2625	%	0.40	3.2
Naphthalene	M	2700	mg/kg	0.10	< 0.10
Acenaphthylene	M	2700	mg/kg	0.10	< 0.10
Acenaphthene	M	2700	mg/kg	0.10	< 0.10
Fluorene	M	2700	mg/kg	0.10	< 0.10
Phenanthrene	M	2700	mg/kg	0.10	< 0.10
Anthracene	M	2700	mg/kg	0.10	< 0.10
Fluoranthene	M	2700	mg/kg	0.10	< 0.10
Pyrene	M	2700	mg/kg	0.10	< 0.10
Benzo[a]anthracene	M	2700	mg/kg	0.10	< 0.10
Chrysene	M	2700	mg/kg	0.10	< 0.10
Benzo[b]fluoranthene	M	2700	mg/kg	0.10	< 0.10
Benzo[k]fluoranthene	M	2700	mg/kg	0.10	< 0.10
Benzo[a]pyrene	M	2700	mg/kg	0.10	< 0.10
Indeno(1,2,3-c,d)Pyrene	M	2700	mg/kg	0.10	< 0.10
Dibenz(a,h)Anthracene	M	2700	mg/kg	0.10	< 0.10
Benzo[g,h,i]perylene	M	2700	mg/kg	0.10	< 0.10
Total Of 16 PAH's	M	2700	mg/kg	2.0	< 2.0

Deviations

In accordance with UKAS Policy on Deviating Samples TPS 63. Chemtest have a procedure to ensure 'upon receipt of each sample a competent laboratory shall assess whether the sample is suitable with regard to the requested test(s)'. This policy and the respective holding times applied, can be supplied upon request. The reason a sample is declared as deviating is detailed below. Where applicable the analysis remains UKAS/MCERTs accredited but the results may be compromised.

Sample:	Sample Ref:	Sample ID:	Sample Location:	Sampled Date:	Deviation Code(s):	Containers Received:
1711429			Sample 2	29-Sep-2023	C	Plastic Bag

Test Methods

SOP	Title	Parameters included	Method summary
2030	Moisture and Stone Content of Soils(Requirement of MCERTS)	Moisture content	Determination of moisture content of soil as a percentage of its as received mass obtained at <37°C.
2040	Soil Description(Requirement of MCERTS)	Soil description	As received soil is described based upon BS5930
2120	Water Soluble Boron, Sulphate, Magnesium & Chromium	Boron; Sulphate; Magnesium; Chromium	Aqueous extraction / ICP-OES
2192	Asbestos	Asbestos	Polarised light microscopy / Gravimetry
2455	Acid Soluble Metals in Soils	Metals, including: Arsenic; Barium; Beryllium; Cadmium; Chromium; Cobalt; Copper; Lead; Manganese; Mercury; Molybdenum; Nickel; Selenium; Vanadium; Zinc	Acid digestion followed by determination of metals in extract by ICP-MS.
2490	Hexavalent Chromium in Soils	Chromium [VI]	Soil extracts are prepared by extracting dried and ground soil samples into boiling water. Chromium [VI] is determined by 'Aquakem 600' Discrete Analyser using 1,5-diphenylcarbazide.
2625	Total Organic Carbon in Soils	Total organic Carbon (TOC)	Determined by high temperature combustion under oxygen, using an Eltra elemental analyser.
2690	EPH A/A Split	Aliphatics: >C10-C12, >C12-C16, >C16-C21, >C21- C35, >C35- C40 Aromatics: >C10-C12, >C12-C16, >C16- C21, >C21- C35, >C35-C40	Acetone/Heptane extraction / GCxGC FID detection
2700	Speciated Polynuclear Aromatic Hydrocarbons (PAH) in Soil by GC-FID	Acenaphthene; Acenaphthylene; Anthracene; Benzo[a]Anthracene; Benzo[a]Pyrene; Benzo[b]Fluoranthene; Benzo[ghi]Perylene; Benzo[k]Fluoranthene; Chrysene; Dibenz[ah]Anthracene; Fluoranthene; Fluorene; Indeno[123cd]Pyrene; Naphthalene; Phenanthrene; Pyrene	Dichloromethane extraction / GC-FID (GC-FID detection is non-selective and can be subject to interference from co-eluting compounds)
2780	VPH A/A Split	Aliphatics: >C5-C6, >C6-C7,>C7-C8,>C8-C10 Aromatics: >C5-C7,>C7-C8,>C8-C10	Water extraction / Headspace GCxGC FID detection

Report Information

Key

U	UKAS accredited
M	MCERTS and UKAS accredited
N	Unaccredited
S	This analysis has been subcontracted to a UKAS accredited laboratory that is accredited for this analysis
SN	This analysis has been subcontracted to a UKAS accredited laboratory that is not accredited for this analysis
T	This analysis has been subcontracted to an unaccredited laboratory
I/S	Insufficient Sample
U/S	Unsuitable Sample
N/E	not evaluated
<	"less than"
>	"greater than"
SOP	Standard operating procedure
LOD	Limit of detection

Comments or interpretations are beyond the scope of UKAS accreditation

The results relate only to the items tested

Uncertainty of measurement for the determinands tested are available upon request

None of the results in this report have been recovery corrected

All results are expressed on a dry weight basis

The following tests were analysed on samples as received and the results subsequently corrected to a dry weight basis TPH, BTEX, VOCs, SVOCs, PCBs, Phenols

For all other tests the samples were dried at < 37°C prior to analysis

All Asbestos testing is performed at the indicated laboratory

Issue numbers are sequential starting with 1 all subsequent reports are incremented by 1

Sample Deviation Codes

A - Date of sampling not supplied

B - Sample age exceeds stability time (sampling to extraction)

C - Sample not received in appropriate containers

D - Broken Container

E - Insufficient Sample (Applies to LOI in Trommel Fines Only)

Sample Retention and Disposal

All soil samples will be retained for a period of 30 days from the date of receipt

All water samples will be retained for 14 days from the date of receipt

Charges may apply to extended sample storage

If you require extended retention of samples, please email your requirements to:

customerservices@chemtest.com

Report Information

Key

U	UKAS accredited
M	MCERTS and UKAS accredited
N	Unaccredited
S	This analysis has been subcontracted to a UKAS accredited laboratory that is accredited for this analysis
SN	This analysis has been subcontracted to a UKAS accredited laboratory that is not accredited for this analysis
T	This analysis has been subcontracted to an unaccredited laboratory
I/S	Insufficient Sample
U/S	Unsuitable Sample
N/E	not evaluated
<	"less than"
>	"greater than"
SOP	Standard operating procedure
LOD	Limit of detection

Comments or interpretations are beyond the scope of UKAS accreditation

The results relate only to the items tested

Uncertainty of measurement for the determinands tested are available upon request

None of the results in this report have been recovery corrected

All results are expressed on a dry weight basis

The following tests were analysed on samples as received and the results subsequently corrected to a dry weight basis TPH, BTEX, VOCs, SVOCs, PCBs, Phenols

For all other tests the samples were dried at < 37°C prior to analysis

All Asbestos testing is performed at the indicated laboratory

Issue numbers are sequential starting with 1 all subsequent reports are incremented by 1

Sample Deviation Codes

A - Date of sampling not supplied

B - Sample age exceeds stability time (sampling to extraction)

C - Sample not received in appropriate containers

D - Broken Container

E - Insufficient Sample (Applies to LOI in Trommel Fines Only)

Sample Retention and Disposal

All soil samples will be retained for a period of 30 days from the date of receipt

All water samples will be retained for 14 days from the date of receipt

Charges may apply to extended sample storage

If you require extended retention of samples, please email your requirements to:

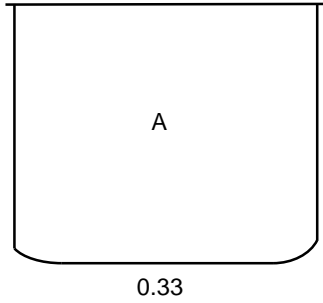
customerservices@chemtest.com



APPENDIX 2

INVESTIGATION LOGS (INCLUDING PHOTOGRAPHS)

Site: 31 DOCKHAM ROAD, CINDERFORD, GLOUCESTERSHIRE GL14 2BG				TRIAL PIT No.
Job No. 4925/3	Date 6/11/23	Ground Level (c.m, AOD) 246m	Co-Ordinates (c.) E 366,241 N 213,803	VP1



DETAILS OF SUBSOIL!

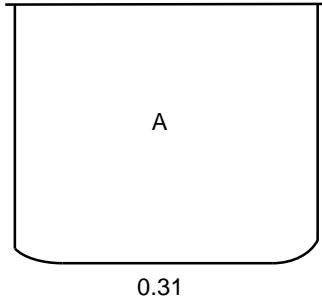
! A! TOPSOIL: (clean cover)!
! probable soft brown, organic, slightly gravelly,!
! plastic CLAY!
! Gravel is angular, fine to medium mixture of lithologies !
!
!
!
!
!
!
!
!
!

NOTES!

! 1! Pit logged from surface!
!
! 2! Pit dry and stable!
!

Scale: 1:10	Client Mr Paul Hemms	Logged By: RS
--------------------	-----------------------------	----------------------

Site: 31 DOCKHAM ROAD, CINDERFORD, GLOUCESTERSHIRE GL14 2BG				TRIAL PIT No.
Job No. 4925/3	Date 6/11/23	Ground Level (c.m, AOD) 245m	Co-Ordinates (c.) E 366,257 N 213,806	VP3



DETAILS OF SUBSOIL!

!
 A! TOPSOIL: (clean cover)!
 ! probable soft brown, organic, slightly gravelly,!
 ! plastic CLAY!
 ! Gravel is angular, fine to medium mixture of lithologies !
 !
 !
 !
 !
 ! ! ! !
 !

NOTES!

!
 1! Pit logged from surface!
 !
 2! Pit dry and stable!
 !

Scale: 1:10	Client Mr Paul Hemms	Logged By: RS
--------------------	-----------------------------	----------------------

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.