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Professional, Efficient Solutions

PRELIMINARY SITE RISK ASSESSMENT TIER 1

SITE: 13 MENEAGE STREET
HELSTON
CORNWALL
TR13 8AA

CLIENT: HEAGE HOLDINGS
FIRST FLOOR
3-4 SENTINEL SQUARE
HENDON
LONDON
NW4 2EL



Our Ref: A2370/PSRA/JW

Date: 08th March 2024

Planning Ref: NA

OS Grid Ref: SW 6596/2740

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1. Introduction

Following consultation and instruction from Cornwall Planning Group, on behalf of their client, Heage Holdings, ASI was commissioned to conduct a Preliminary Site Risk Assessment for the following site location.

Site locality: 13 Meneage Street, Helston, Cornwall. TR13 8AA

End-use: Conversion of redundant first floor & rear ground floor of commercial premises to form residential apartments and associated works.

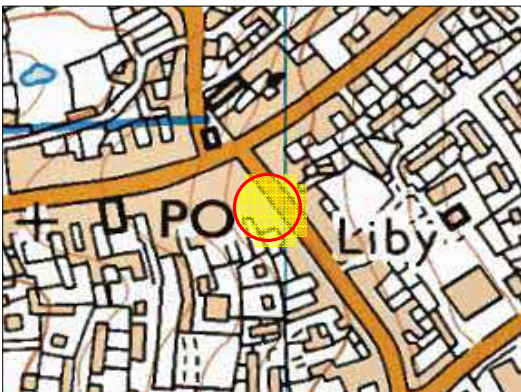
This report has been compiled utilising historical and current Ordnance Survey map information, non-interpretive environmental report information, British Geological Survey maps and historical mine search reporting (where applicable). Additional data sources have been referenced in conjunction with an onsite inspection of the property and associated land.

2. Summary & Objectives

The objective of the Tier 1 Preliminary Site Risk Assessment is to identify potential contamination risks associated with the site locality and its current/historic utilisation. To comply with government legislation and Local Authorities planning requirements, a conceptual model needs to be defined for the site area to highlight potential pollution pathways. The conceptual model is a representation of the three-dimensional site characteristics and interaction with the surrounding environment. The assessment identifies all possible receptors, potential contamination and contaminant pathways and determines the possible relationships between them (potential pollutant linkages), taking into account the historic, current and proposed uses of the site.

This report has been compiled with reference to the Land Contamination Risk Management (LCRM: 2020) guidance produced by the Environment Agency (EA) and the British Standards Institute (BSI) 10175:2017 Investigation of Potentially Contaminated Sites (Code of Practice) and should be submitted to the relevant Council Authority for assessment.

Map & Street Plan Showing Location Of Site



OS Licence: 100045900 Crown copyright 2024



OS Licence: 100045900 Crown copyright 2024

3. Definition Of Contaminated Land




The legal definition of contaminated land (from Section 78A(2) of Part IIA of the Environmental Protection Act 1990) is:

'...any land which appears to the local authority in whose area it is situated to be in such a condition, by reason of substances in, on or under the land, that:

(a) significant harm is being caused or there is the significant possibility of such harm being caused; or

(b) pollution of controlled waters is being, or is likely to be, caused...'

A key element of the Part IIA regime is the Source-Pathway-Receptor pollutant linkage concept. The meaning of each element is as follows:

SOURCE	PATHWAY	RECEPTOR
<p>The source of the contamination for example, industrial waste land with contaminated ground or water.</p> 	<p>The route that this contamination takes to reach the receptor, for instance via contaminated soil, water, vegetables.</p> 	<p>Receptors are humans, eco-systems (plants, animals, organisms), property, controlled water bodies, buried services.</p> 

Without the clear identification of all three elements of the pollutant linkage, land cannot be identified as contaminated land under the regime. Contaminating substances may include:

- metals and metallic compounds e.g. cadmium, arsenic, lead, nickel, chromium
- organic compounds e.g. oils, petrol, solvents
- gases e.g. methane, carbon dioxide, hydrogen sulphide

Typical causes of land contamination include previous industrial or commercial usage, mining and the infilling of land with waste. Land can also become contaminated due to its proximity to contaminated areas. However, contamination does not occur solely as a result of human activities and land can be contaminated as a result of its natural state. For example, elevated levels of arsenic in soil can result from the weathering of natural rocks and minerals.

4. Site Description & Information

4.1 Site Location, Population, Historic/Current Use & Setting, Notes

Location:

The proposed site lies within an urban area at OS Grid Ref: SW 6596/2740.

Closest Main Population Centre:

Helston.

Historic/Current Usage & Setting:

OS (Ordnance Survey) 1879: This OS map shows the site as an existing town building located on the western side of Meneage Street and lying centrally within the town of Helston.

The wider surrounding area comprises of residential and commercial buildings with areas of orchard land/wood and fields. The Helston Union Workhouse lies approximately 273m to the southeast and an old quarry is outlined over 300m to the southeast.

OS 1888: No further changes are recorded to either the site or the surrounding area.

OS 1908, 1909: The site remains unchanged. Further buildings are indicated to lie to the south and southwest and a smithy is shown to lie approximately 228m to the west-southwest.

OS 1945, 1951: There are no visible changes to the site. The workhouse to the southeast is now named Helston Poor Law Institution, which changes to the P A Institution on the OS map of 1951. Also on this map, the smithy is no longer described, although the building remains.

OS 1960, 1963, 1967: There are no visible changes to the site. By 1960, the workhouse/institution to the southeast was converted to Meneage Hospital. Extensive development of residential estates has occurred the southwest and northwest, replacing the former fields as the town has expanded.

OS 1978: The site appears to remain unchanged, although the mapping scale is not detailed. Further infill development of primarily residential housing has occurred to the southwest.

No further OS mapping information is available following 1978.

The property was formerly operated as a Mackays store, which was then subsequently acquired by M & Co., who ceased trading within Helston from 2020 with the building becoming redundant.

Satellite imagery available from circa 2001 shows the existing site building. No relevant changes are recorded to the site or the immediate surrounding area throughout subsequent imagery, which ends in 2023.

Notes:

The site does not lie within any designated areas. However, the closest designation is 15 Meneage Street, which is classed as a Grade II Listed Building.

Listed Buildings are buildings and structures in England of special architectural or historic interest considered to be of national importance and therefore worth protecting. The official register is the National Heritage List for England (NHLE) maintained by Historic England. Listed buildings are assigned into categories named Grade I, Grade II* or Grade II based on their significance, with Grade I being the highest level of importance.

4.2 Prior Site Surveys and Investigations

We are not aware of any previous site surveys or investigations for the application area.

5. Historic OS Mapping

Historical OS Map of 1888



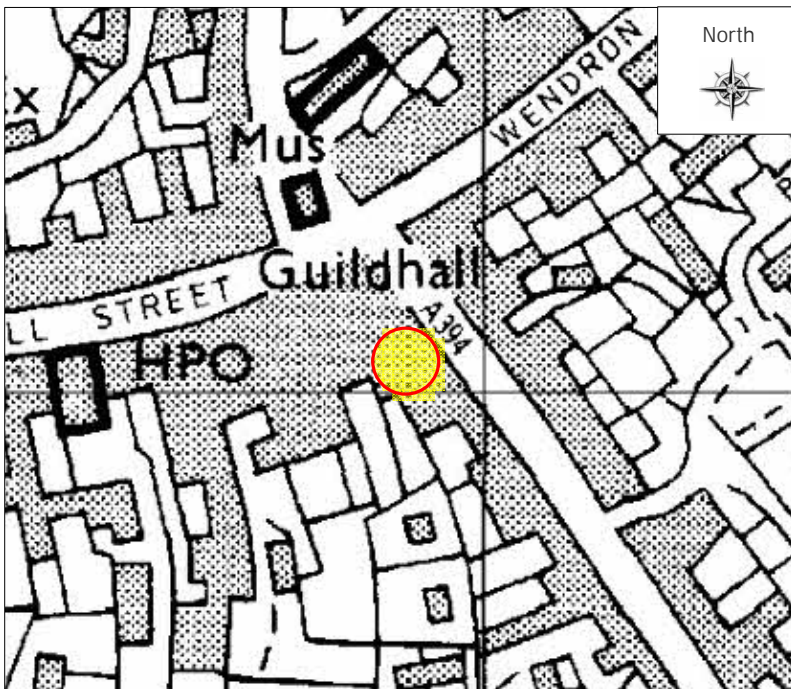
Historic Ordnance Survey Map copyright 2024
Dated 1888. Survey scale: 1:10,560

The historical OS map of 1888 shows the site as an existing building lying within an urban area.

The surrounding area consists of a mix of residential and commercial properties.

No notable or neighbouring features are recorded that would impact the proposed development scheme.

Historical OS Map of 1978



Historic Ordnance Survey Map copyright 2024 Landmark Information Group
Dated 1978 Survey scale: 1:10,000

The historical OS map of 1978 shows the site remaining unchanged.

There has been no or very little change to the surrounding area.

Additional OS map data referenced: 1887-1879 1:2,500, 1:10,000 & 1:10,560 series to present day.

No further relevant OS mapping data is available for the site following circa 1978.

6. Visual Site Inspection

A walk over survey of the site was conducted on the 4th March 2024, with the weather conditions at the time of the survey being dry. The property was observed from within and outside of its boundaries (where possible) to identify any areas of concern on or adjacent to the site. Any items of note were photographed and recorded.

6.1 Site Layout & Information

The application building consists of an irregularly shaped structure occupying an estimated area of 302m². Access to the property is pedestrian only and made via the main entrance located upon the north-eastern elevation adjacent to Meneage Street.

During the course of the walkover survey, the site was recorded to comprise of the rear ground floor and first floor of an existing two-storey building.

The ground floor area currently comprises of a large open (former) shop floor, which occupies approximately 60 percent of the total ground floor. It should be noted that this area falls outside of the proposed development zone and will be retained for future retail purposes. Toward the rear of this space lies a doorway that allows access to a small storage room and to the first floor of application area.

From the access area a small flight of stairs dips downwards and along a corridor where a second flight of stairs leads upward to the first floor of the building. In addition to the stairs, a conveyor belt once utilised for transporting goods between floors was recorded.

The upper floor of the building was observed to consist primarily of a large area formerly used for storage and the racking of clothing items, with the racks still being in existence. A small office, W.Cs (x2) and staff room were also recorded along with a lift motor room, heating compartment room and light well.

No other features of note were identified during the survey other than the occasional item of office furniture and some miscellaneous items.

The natural topography of the land in which the site lies was recorded as sloping moderately from the east to the west. In addition, from onsite observations and the available environmental data, no static or running fresh water bodies were identified within proximity to the property.

Having conducted the walkover survey, no obvious onsite contamination sources such as unbunded/leaking fuel tanks, olfactory odours, or similar characteristics that could have a detrimental impact upon the proposed development were recorded.

Please refer to section 6.2: Site Plan and Annex 2: Site Photographs for further detail

6.2 Site Plan

<p>Proposed site plan:</p>	<p style="text-align: center;">North</p>
	<p>SITE:</p> <p>13 Meneage Street Helston Cornwall TR13 8AA</p>
	<p>Site Inspection Date:</p> <p>04th March 2024</p>
	<p>Site Inspected by:</p> <p>Mr J.R Williamson</p> <p>Position:</p> <p>Site Investigation Manager</p>
<p>Plan supplied by and copyright to: Cornwall Planning Group</p>	
<p>Notes:</p> <ul style="list-style-type: none"> • Not to scale, for diagrammatic purposes only. • Proposed development area highlighted by the red line. • Existing/proposed site access indicated by the green arrow. • Total site perimeter estimated at 82m. • Total site area estimated at 302m². 	

6.3 Surrounding Area

North	Commercial business.
East	Access to site leading in from Meneage Street.
South	Commercial business.
West	Commercial business.

7. Environmental Setting

7.1 <u>Geology</u>	<p>The geological survey map (British Geological Survey 1:50 000 series, sheet 359 & BGS records) shows the site as lying within sedimentary bedrock comprising of Slate and Siltstone of the Mylor Slate Formation, formed during the Devonian Geological Period.</p> <p>Metalliferous lode zones (containing metalliferous minerals that in-fill a fissure or vein within a rock formation) that have the potential to introduce elevated heavy metal levels into the surrounding ground horizon are not indicated either within or in close proximity to the site.</p>
7.2 <u>Mining Information</u>	<p>The site is not recorded to lie within historic metalliferous mining land comprising of spoil heaps, burrows or known surface workings.</p>
7.3 <u>Hydrogeology</u>	<p>Geological records indicate that the property is sited over rocks that can form minor aquifers of high permeability. These can be fractured or potentially fractured rocks, or other formations of variable permeability including unconsolidated deposits. Although these aquifers will seldom produce large quantities of water for abstraction, they are important both for local supplies and in supplying base flow to rivers.</p> <p>Overlying soils classification (HU): Soils of high leaching potential. (Environment Agency: Policy & Practice for the Protection of Groundwater/Groundwater Vulnerability of Cornwall & Devon/ 1:100,000).</p>

<p>7.4 <u>UXO Ordnance Search</u></p>	<p>Zeticauxo 'UXO Bomb Risk Mapping' records indicates that the site is in a low risk area for potential unexploded ordnance.</p> <p>Low risk: Areas indicated as having a bombing density of 15 bombs per 1000 acres or less.</p> <p>Please refer to Annex 3: UXO Ordnance Map</p>
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8. Sitecheck Environmental Report Information - within 250m radius of site

See Annex 1: Environmental Report For Full Reference Details up to 250m

<p>8.1 <u>Surface Water Features</u> (reference pages 14 - 15)</p>	<p>The environmental report indicates that there is one identified surface water feature within 250m of the site. (NW 50m)</p>	
<p>8.2 <u>Potential Pollution Sources</u> (reference pages 7 - 8)</p>	<p>BGS Recorded Landfill Sites Licensed Waste Management Facilities Local Authority Recorded Landfill Sites Registered Waste Transfer Sites Registered landfill sites Historical landfill site Planning Hazardous Substance Consents Control of major accident hazards Integrated pollution controls Integrated pollution prevention and controls Local Authority Pollution Prevention and Controls BGS Recorded Mineral Sites</p>	<p>None None None None None None None None None None None None</p>
<p>8.3 <u>Known Pollution Incidents</u> (reference page 7)</p>	<p>The environmental report has indicated that there are no known substantiated pollution incidents located within 250m of the site.</p>	
<p>8.4 <u>Discharge Consents</u> (reference pages 7 - 8)</p>	<p>There are two identified discharge consents located within 250 metres of the site. (SC Ref: 1, 2. N 246m, W248m)</p>	
<p>8.5 <u>Contaminated Land Register</u> (reference page 7)</p>	<p>Contaminated land register entries & notices Contraventions</p>	<p>None None</p>

<p>8.6 <u>Current Industrial Land Use</u> (reference pages 7 - 9)</p> <p>PCA Potentially Contaminated Area Ref No.</p> <p>There are twenty two identified 'current industrial land uses' within 250m of the property.</p>	<p>PCA 3 Children & babywear manufacturers & wholesale (W 18m) Inactive</p> <p>PCA 4 Decorating supplies (SE 18m) Inactive</p> <p>PCA 5 Photographic processors (E 31m) Inactive</p> <p>PCA 6 Hospitals (N 52m) Active</p> <p>PCA 7, 13 Electrical goods (NW 52m, NW 145m) Inactive, inactive</p> <p>PCA 8 Hardware (N 65m) Active</p> <p>PCA 9, 12 x2, 17 Garage services x4 (S 101m, SW 103m x2, SE 250m) Active, active, inactive, Active</p> <p>PCA 10 Domestic appliances (NW 101m) Inactive</p> <p>PCA 11 T-shirts (SE 131m) Inactive</p> <p>PCA 12 x2 Sports equipment (SW 103m) Inactive Windmills and wind power equipment (SW 103m) Inactive</p> <p>PCA 14 Metals – mining (SE 163m) Active</p> <p>PCA 15 Builders merchants (N 210m) Inactive</p> <p>PCA 16 x2 Ceramic manufacturers & repairers (SE 212m) Inactive Jewellery manufacturers (SE 212m) Inactive</p> <p>PCA 17 x3 Car dealers (SE 250m x2, S 250m) Inactive, active, inactive</p>
<p>Commercial/industrial land uses within 100m of the site have been considered within the Conceptual Site Model, located within section 9 of this report (area of highest risk). Should a land use be recorded that lies outside of 100m and has been identified to present a contamination risk to the property, such activities will be delineated within the CSM where appropriate.</p>	

<p>8.7 <u>Past Industrial Land Use</u> (reference pages 10 - 11)</p> <p>PCA Potentially Contaminated Area Ref No.</p> <p>There are seven identified 'past industrial land uses' within 250m of the property.</p>	<p>PCA 18, 19, 21, 23 Potential tanks x4 (N 95m, N 101m, NE 222m, SE 248m)</p> <p>PCA 20, 22 Electrical sub-station x2 (NW 163m, SE 240m)</p> <p>PCA 24 Hospitals (SE 237m)</p>
<p>(reference pages 10 - 11)</p> <p>PIL Potentially Infilled Land Ref No.</p> <p>The Environmental Report has indicated that there is one recorded PIL areas within 250m of the property.</p>	<p><u>Water</u></p> <p>PIL 25 Unknown filled ground (NW 230m)</p>
<p>Historic land uses within 100m of the site have been considered within the Conceptual Site Model, located within section 9 of this report (area of highest risk). Should a land use be recorded that lies outside of 100m and has been identified to present a contamination risk to the property, such activities will be delineated within the CSM where appropriate.</p>	

<p>8.8 Water Abstraction (reference page 14)</p>	<p>The environmental report has not identified any water abstraction licences within 250m of the site locality.</p> <p>BGS mapping records does not indicate any wells/boreholes within 250m of the site.</p> <p>Historic OS mapping indicates a well within 250m of the site.</p> <p>Risk to groundwater – low</p>
<p>8.9 Flooding (reference pages 13 - 15)</p>	<p>The site is not indicated to be affected by any type of flooding within 25m of the site area.</p> <p>Further information relating to flood risk zones can be located on the Environment Agency web site.</p>
<p>8.10 Radon Affected Zones (reference page 16)</p>	<p>The site lies within a radon affected area, it is indicated that between 10 and 30% of homes are above the action level.</p> <p>Radon is a natural gas found in soil and rocks. It has no colour, taste or smell. Levels vary from country to country, region to region and from house to house in the same street. In open spaces, when radon mixes with air, it is quickly diluted into the atmosphere. When air containing radon gas rises from the soil and rocks beneath your property it is possible it may migrate internally, primarily through cracks in floors, walls and gaps around service pipes.</p> <p>Generally a membrane of 300 micrometre (1200 gauge) polyethylene sheet (correctly installed) will be adequate to stop radon migration. Possible prevention measures may require the installation of an active radon ventilation system. We would recommend that advice is obtained from the Local Authorities regarding monitoring & protection.</p>
<p>8.11 Ground Stability Findings (reference pages 16 - 17)</p>	<p>The British Geological Survey has identified the site as having a 'no to very low' hazard potential for natural ground instability within 50 metres.</p>

9. Preliminary Environmental Risk Assessment/Conceptual Model: Showing Potential 'Source-Pathway-Receptor Linkage' Modes

POTENTIAL SOURCE	
See tables below - Potential Contamination Source.	
POTENTIAL PATHWAY	
Inhalation of dust & soil particles, inhalation of vapours, direct ingestion of soil & dust particles, dermal absorption (soil exposure), private water abstraction, ground water, aquifers, consumption of fruit & vegetables, radon gas, landfill gas, alluvium gas (ground source migration pathways).	
POTENTIAL RECEPTOR	
Humans, eco-systems (plants, animals, organisms), property or controlled water bodies, buried services.	

9.1 Potential 'Onsite' Contamination Sources: Current & Past

See section 7.1 & 8.10 - Geology and Radon Affected Zones for additional information.

CURRENT/PAST CONTAMINATION SOURCES : ONSITE		(1,2,3) number of entries/features identified SC - Sitecheck Ref	Om (onsite)
POTENTIAL CONTAMINATION SOURCE	POTENTIAL CONTAMINANTS & PATHWAY LINKAGE		POTENTIAL RISK TO RECEPTORS
Local geology	Naturally occurring heavy metals: potential migration via soil & water. Probability: unlikely due to site lying outside of mineralised zone (BGS mapping ref: 359 & BGS records).		Low
Potential radon affected area, HC Ref: section 3	Radon gas migration 'within buildings': potential migration via air. Probability: between 10 and 30% of homes above action level, full radon protection measures are necessary.		Medium/High

9.2 Potential 'Offsite' Contamination Sources: Current

See Section 8.6 - Current Industrial Land Usage for additional information.

CURRENT CONTAMINATION SOURCES : OFFSITE		(1,2,3) number of entries/features identified SC - Sitecheck Ref	Increasing distance from site
POTENTIAL CONTAMINATION SOURCE	POTENTIAL CONTAMINANTS & PATHWAY LINKAGE		POTENTIAL RISK TO RECEPTORS
Decorating supplies (1) SC Ref: 4	Heavy metals, hydrocarbons: potential migration via soil & water. Probability: unlikely due to distance from site.		Low (SE 18m)
Photographic processors (1) SC Ref: 5	Heavy metals, hydrocarbons: potential migration via soil & water. Probability: unlikely due to distance from site.		Low (E 31m)
Hospitals (1) SC Ref: 6	Heavy metals, hydrocarbons, radioactive substances, PAHs, PCBs: potential migration via soil & water. Probability: unlikely due to distance from site.		Low (N 52m)
Current commercial/industrial activities lying beyond 100m distance (where identified) have been considered to be of negligible risk. Landfill sites lying within 250m distance are recorded within the conceptual site model where necessary.			

9.3 Potential 'Offsite' Contamination Sources: Past

See Section 8.7 - Past Industrial Land Usage for additional information.

PAST CONTAMINATION SOURCES : OFFSITE		(1,2,3) number of entries/features identified SC - Sitecheck Ref	Increasing distance from site
POTENTIAL CONTAMINATION SOURCE	POTENTIAL CONTAMINANTS & PATHWAY LINKAGE		POTENTIAL RISK TO RECEPTORS
Potential tanks (1) SC Ref: 18	Hydrocarbons: potential migration via soil & water. Probability: unlikely due to distance from site.		Low (N 95m)
Historic commercial/industrial activities lying beyond 100m distance (where identified) have been considered to be of negligible risk. Landfill sites lying within 250m distance are recorded within the conceptual site model where necessary.			

10. Conclusions & Recommendations

Having conducted an onsite inspection and research of the available environmental and historic data relating to land contamination at the site locality, we can conclude that the potential contamination risks to end-users and local eco-system under the proposed planning application would be considered low with the exception of probable radon gas migration within buildings.

Historic Ordnance Survey (OS) mapping dating from 1879 shows the site as an existing town building located within Meneage Street, Helston. Over the course of time records relating to the buildings initial usage are non-existent. However, we can confirm that the site building was utilised as a retail outlet operated by Mackays in recent years, which was subsequently acquired by M & Co. Following the acquisition by M & Co, the company ceased operations at the Helston branch during circa 2020, with the site building falling into redundancy.

Having conducted the property inspection, no notable contamination sources were observed or evidence of contaminants that would initiate a secondary phase of investigation. In addition, no external contamination sources have been identified that would impact the proposed development.

For full determinations relating to possible source contaminants within and in proximity to the site and levels of assigned risk, see section 9: Preliminary Environmental Risk Assessment/Conceptual Model Showing Potential Source-Pathway-Receptor Linkage Modes. Photographs can be referenced within Annex 2 of this report.

Please note however that we have the following recommendations to make for the sites continued development:

Radon Gas

We would recommend that due to the site lying within a potential radon affected zone where between 10 & 30% of homes are above the action level, that full radon gas protection be incorporated within any new building designs. Such measures would generally require the correct installation of a passive radon barrier such as 'Visqueen Ultimate RadonBlok600', Cordek Radon Membrane or similar approved product with adequate under floor ventilation to disperse possible radon gas migration.

As it will not be possible to install standard radon protection due to the conversion of the existing building, mitigation methods could employ the use of a positive input ventilation system such as the Airtec Air+ Loft PIV Ventilation Unit or similar approved product to reduce radon gas migration.

However, these measures could potentially be avoided should negative radon test results be shown at the property within all levels of the structure. For clarity, radon testing is generally carried out over a three-month period (long term) with testing kits being low cost and commonly available. Further advice on radon gas prevention measures can be found at: <https://www.ukradon.org/information/reducelevels>.

Asbestos Survey

Due to the age of the building, we would advise that an asbestos survey is undertaken by a licensed survey company to identify whether asbestos containing materials (ACMs) are present. The findings of the survey and any subsequent recommendations or remedial action should be made available to the Local Authorities.

Excess Soil

Due to government legislation on landfill waste, should excess soil be generated through the construction process, such material must be removed by a licensed haulier and disposed of at an accredited waste disposal facility. All records relating to haulage and disposal destinations must be kept for future reference and should include the following information: Haulage company details, date(s) of transfer/quantity of material and receiving landfill address.

Buried Services

The risks to buried service utilities at the site are considered low. Although identified as low risk, we would for water supply services (where required) recommend that suitable polyethylene 'blue' P.E supply pipes are utilised when undertaking groundworks. The water service pipes should be laid within a gravel surround service trench (pipe separated with at least 150mm of gravel or sand on all sides), or within a ducting pipe. The service pipes should be laid with a minimum cover from finished ground level to the crown of the pipe of 750mm to a maximum cover of 1200mm.

Unexpected Contamination

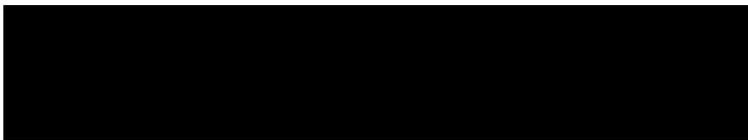
Should unrecorded contamination be encountered during the properties continued development phase, in the form of buried tanks, buried waste material, olfactory odours or obvious pollutants, we would advise that all works must stop within the suspect area and contact with ourselves be established before work is initiated within the area of concern.

Following the above conclusions and recommendations, we have no further comments to make within the scope of this report.

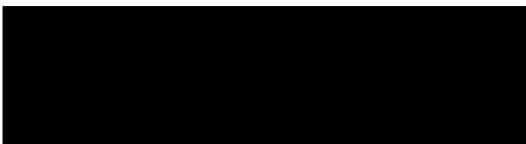
11. Notes

1. The conclusions and recommendations sections of this Preliminary Risk Assessment relates to the form and extent of development outlined herein for this specific property only and they should not be taken as suitable for any other form or extent of development within the boundaries of this property without further consultation with Approved Site Investigations Ltd.
2. This report only relates to the area defined in the attached environmental report.
3. The report should not be used in any way in connection with adjacent properties.
4. In respect of the archival mining report (if supplied) and the environmental report (Landmark/Groundsure data), the information is subject to the limitations and terms as defined in those reports. The supplier cannot guarantee the accuracy or completeness of the data provided, nor does the supplier guarantee to identify all the factors that may be relevant.
5. Approved Site Investigations Ltd cannot be held liable for contamination sources that may be introduced to the site, either within, or outside of the site boundaries subsequent to the writing of this contaminated land survey report.
6. This report is confidential to the named client(s) and we have no liability toward any person not party to commissioning this report.
7. This report may not be reproduced or distributed to third parties without our prior permission other than to directly facilitate the sale or development of the property concerned.

Unless otherwise expressly stated, nothing in this report shall create or confer any rights or other benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the person commissioning this report.



Approved Site Investigations Ltd



Verified by:

Mr. J.R Williamson
(Managing Director)
HND Science (Industrial Mining Geology), Dip CSM

12. Annexes

- Annex 1 - Environmental Report
- Annex 2 - Site Photographs
- Annex 3 - UXO Ordnance Map
- Annex 4 - References & Planning Procedure Guide

Annex 1 - Environmental Report

Sitecheck Data

Mackays Stores Ltd, 13, Meneage Street, HELSTON, TR13 8AA

Prepared for:

Mr J Williamson
Approved Site Investigations Ltd
Duchy Business Centre
Wilson Way
Pool
Redruth
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TR15 3RT

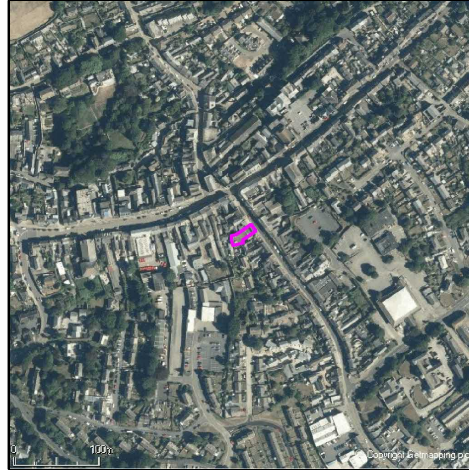
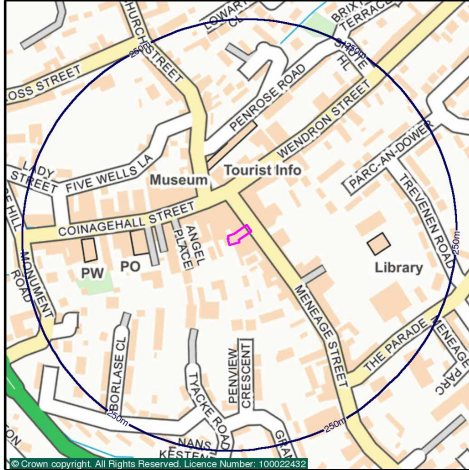
Report Reference: SCD_337301965_1_1

Report Date: 29-FEB-2024

Customer Reference: A2370

National Grid Reference: 165970 27410

Site Area: 302 m²

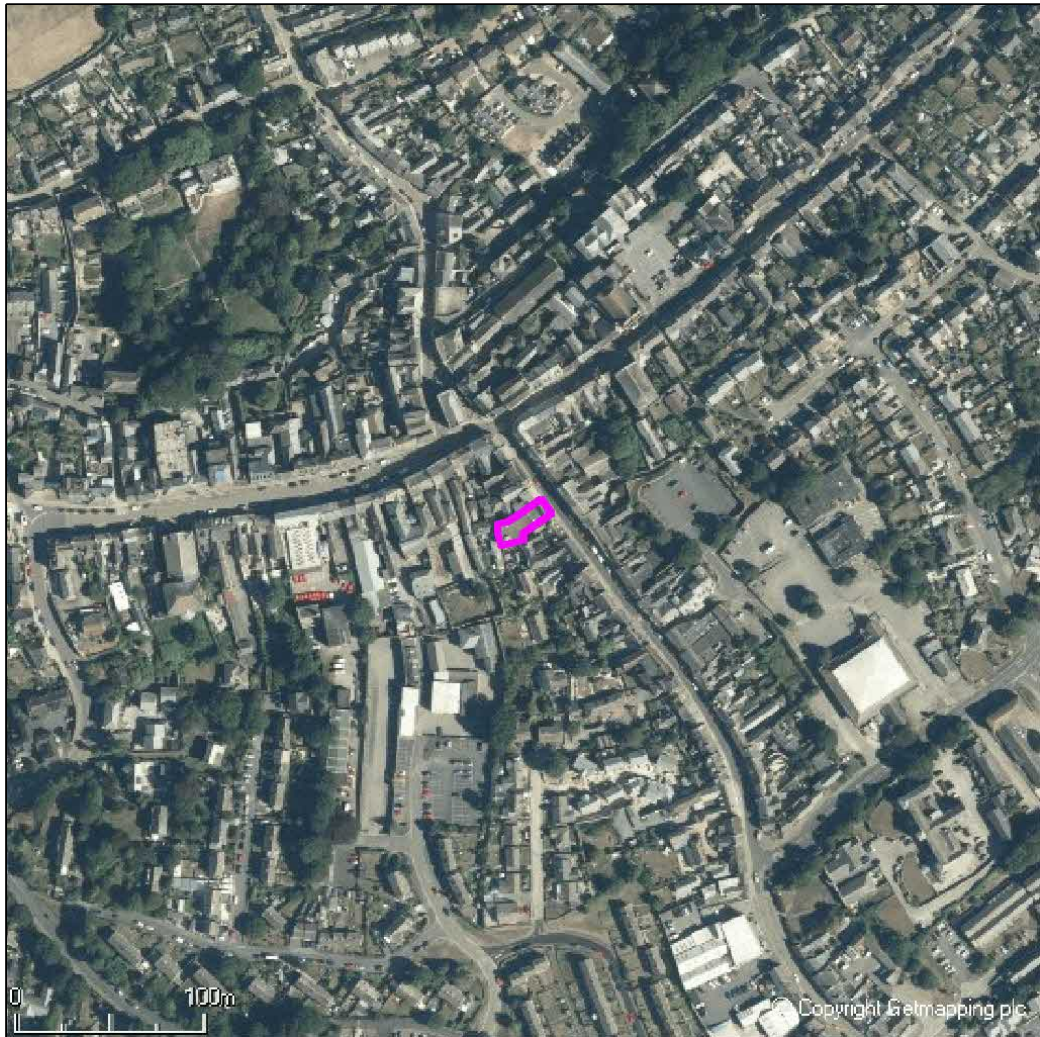


If you have any questions on the contents of this Report please contact Landmark Customer Helpdesk which is open from 9:00am - 5:30pm, Monday - Friday, via one of the following channels:

Telephone: 0844 844 9966
Fax: 0844 844 9980
Email: info@landmarkinfo.co.uk
Website: www.sitecheck.co.uk

Report Sections and Details	Page
Summary of Site	-
This section comprises contaminant, pathway and receptor information found on site. Other factors which may affect the site are also included.	
Aerial Photo	1
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	
Location Map	2
The large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m. The smaller aerial photo also includes the site boundary.	
Summary Table	3
This section comprises of a summary table of the information found on site and in its vicinity.	
Current Land Use	7
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.	
Historical Land Use	10
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	
Sensitivity	13
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	
Other Factors	16
This section contains information on other factors which may affect the site and its vicinity.	
Useful Information	18
This section contains information which may be of use when interpreting the report.	
Useful Contacts	19
All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	

Other Factors	Page No.	Reference Number (Map ID)
Geological		
Mining Instability		
Risk: Conclusive Metaliferous Mining,	16	-
Non Coal Mining Areas of Great Britain		
Hazard Potential: Highly Unlikely, Contact Ref: 3	16	-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Higher probability radon area (10 to 30% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	16	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: Full, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	16	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 3	16	-
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 3	16	-



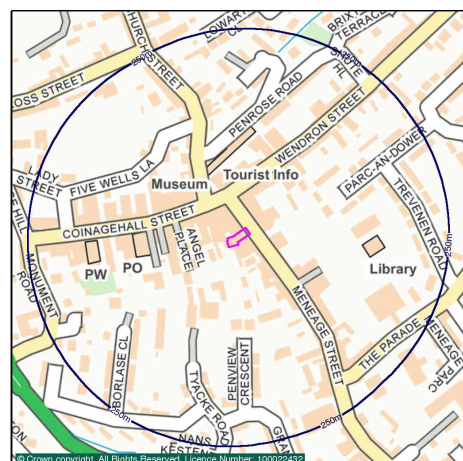
Site
Mackays Stores Ltd, 13, Meneage Street, HELSTON, TR13 8A/

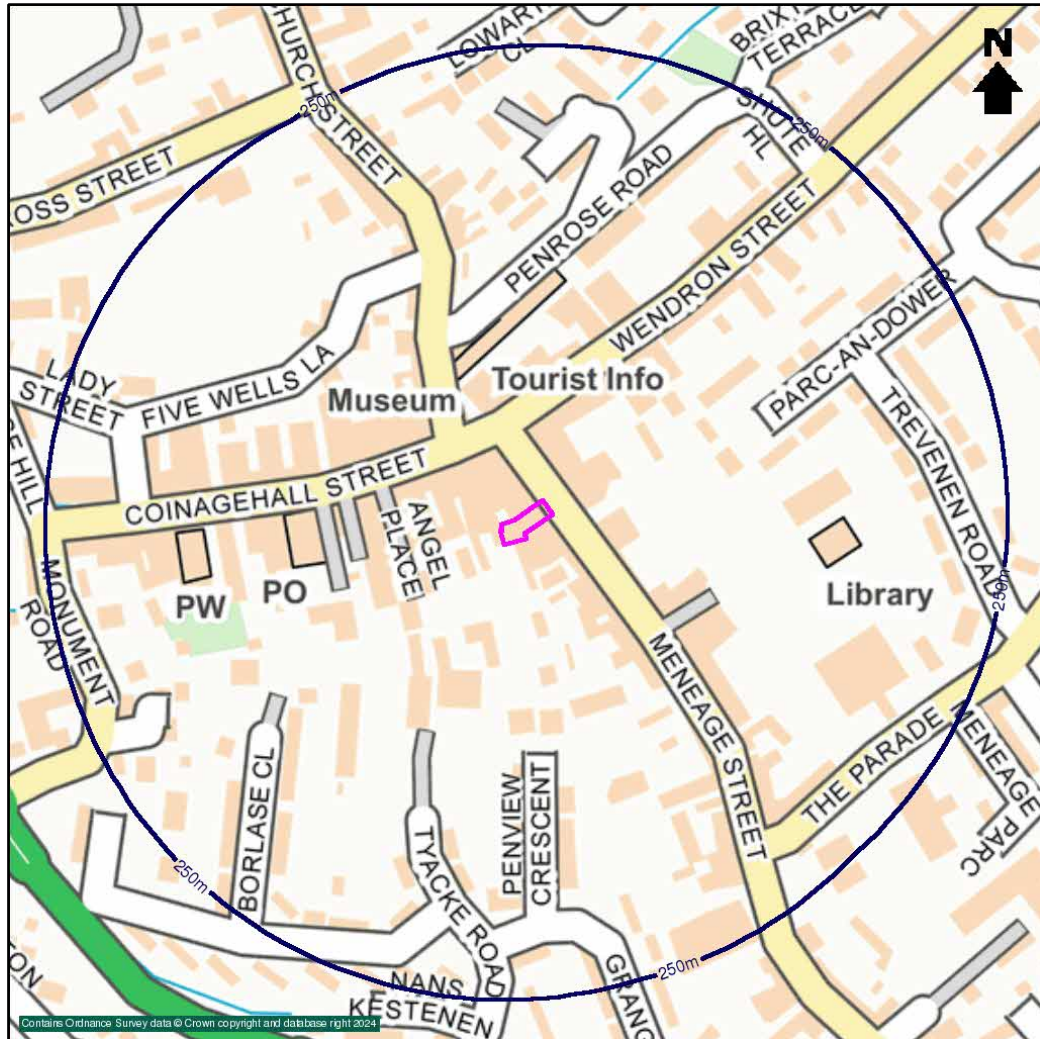
Grid Reference
165970, 27410

Report Reference
SCD_337301965_1_1

Customer Reference
A2370

Size of Site
302 m²





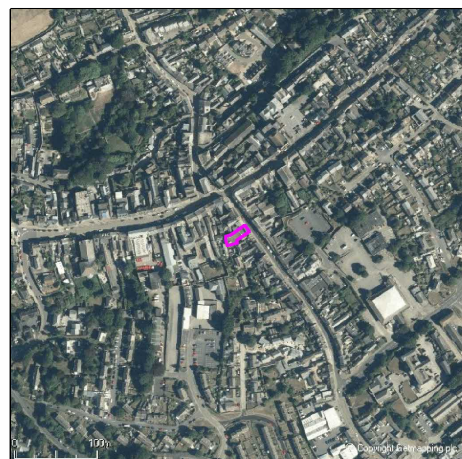
Site
Mackays Stores Ltd, 13, Meneage Street, HELSTON, TR13 8A/

Grid Reference
165970, 27410

Report Reference
SCD_337301965_1_1

Customer Reference
A2370

Size of Site
302 m²



Current Land Use	On Site	0-250m
Contaminants	0	24
Waste / Landfill Sites		
BGS Recorded Landfill Sites	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0
Licensed Waste Management Facilities (Locations)	0	0
Local Authority Recorded Landfill Sites	0	0
Registered Landfill Sites	0	0
Registered Waste Transfer Sites	0	0
Registered Waste Treatment or Disposal Sites	0	0
Statutory Authorisations		
Local Authority Pollution Prevention and Controls	0	0
Contaminated Land Register Entries and Notices	0	0
Registered Radioactive Substances	0	0
Discharge Consents		
Discharge Consents	0	2
Water Industry Act Referrals	0	0
Industrial Processes		
Integrated Pollution Controls	0	0
Integrated Pollution Control Registered Waste Sites	0	0
Integrated Pollution Prevention And Control	0	0
Local Authority Integrated Pollution Prevention And Control	0	0
Storage of Hazardous Substances		
Control of Major Accident Hazards Sites (COMAH)	0	0
Explosive Sites	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0
Planning Hazardous Substance Consents	0	0
Contraventions		
Local Authority Pollution Prevention and Control Enforcements	0	0
Enforcement and Prohibition Notices	0	0
Planning Hazardous Substance Enforcements	0	0
Prosecutions Relating to Authorised Processes	0	0
Prosecutions Relating to Controlled Waters	0	0
Substantiated Pollution Incident Register	0	0

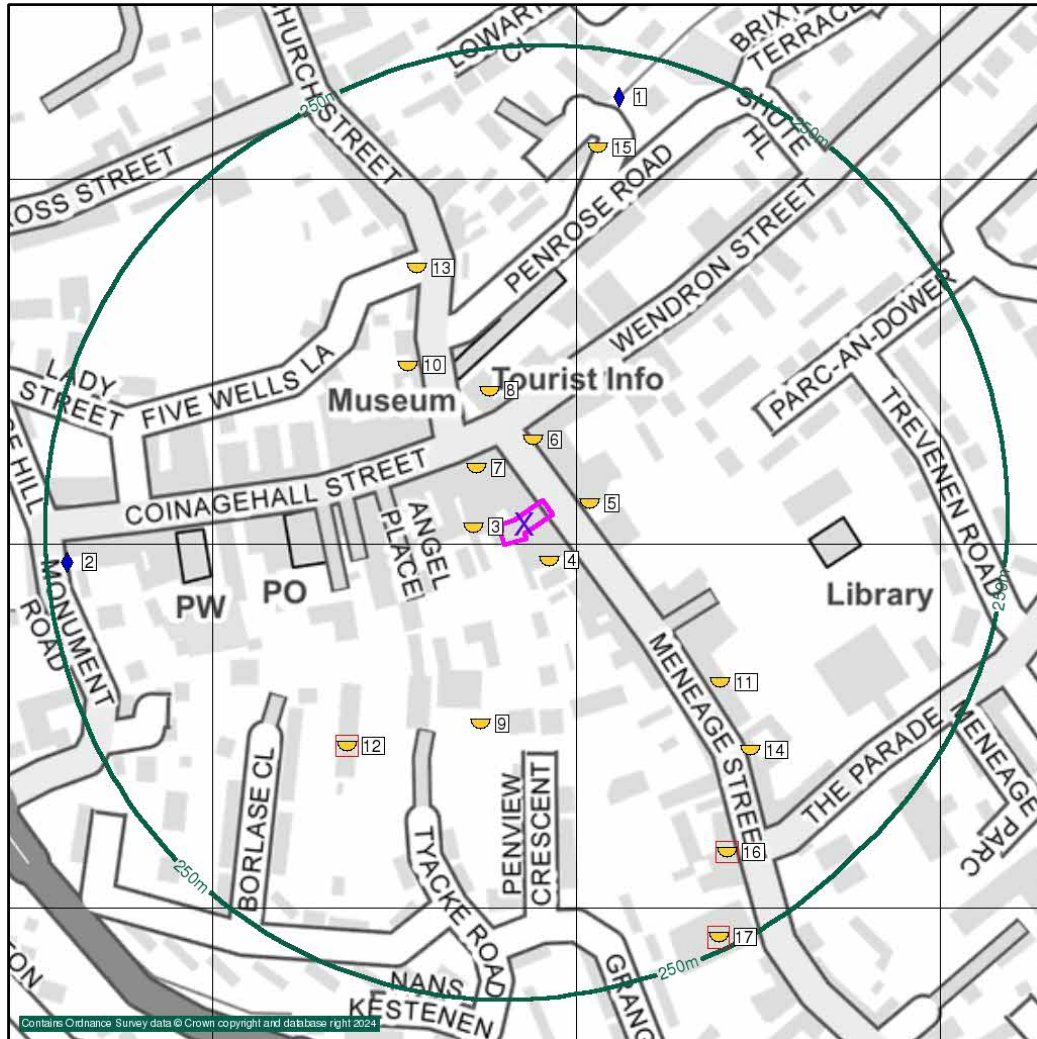
Current Land Use	On Site	0-250m
Contaminants	0	24
Potentially Contaminative Uses		
Contemporary Trade Directory Entries	0	22
Fuel Station Entries	0	0
Miscellaneous		
BGS Recorded Mineral Sites	0	0

Historical Land Use	On Site	0-250m
Contaminants	0	8
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	6
Potentially Contaminative Industrial Uses (Past Land Use)	0	1
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	1

Sensitivity	On Site	0-250m
Pathways and Receptors	0	3
Pathways		
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	0	1
Flooding from Rivers or Sea without Defences	0	1
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0

Sensitivity	On Site	0-250m
Pathways and Receptors	0	3
Environmentally Sensitive Receptors		
Areas of Outstanding Natural Beauty	0	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	0	1
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	0	0
Protected Countryside Areas		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0

Other Factors	On Site	0-250m
Geological	10	2
Brine Compensation Area	0	n/a
Coal Mining Affected Areas	0	n/a
Mining Instability	1	0
Man-Made Mining Cavities	0	1
Natural Cavities	0	0
Potential for Collapsible Ground Stability Hazards	1	0
Radon Potential - Radon Affected Areas	1	n/a
Radon Potential - Radon Protection Measures	1	n/a
Potential for Compressible Ground Stability Hazards	1	0
Potential for Ground Dissolution Stability Hazards	1	0
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	0
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	0
Non Coal Mining Areas of Great Britain	1	0



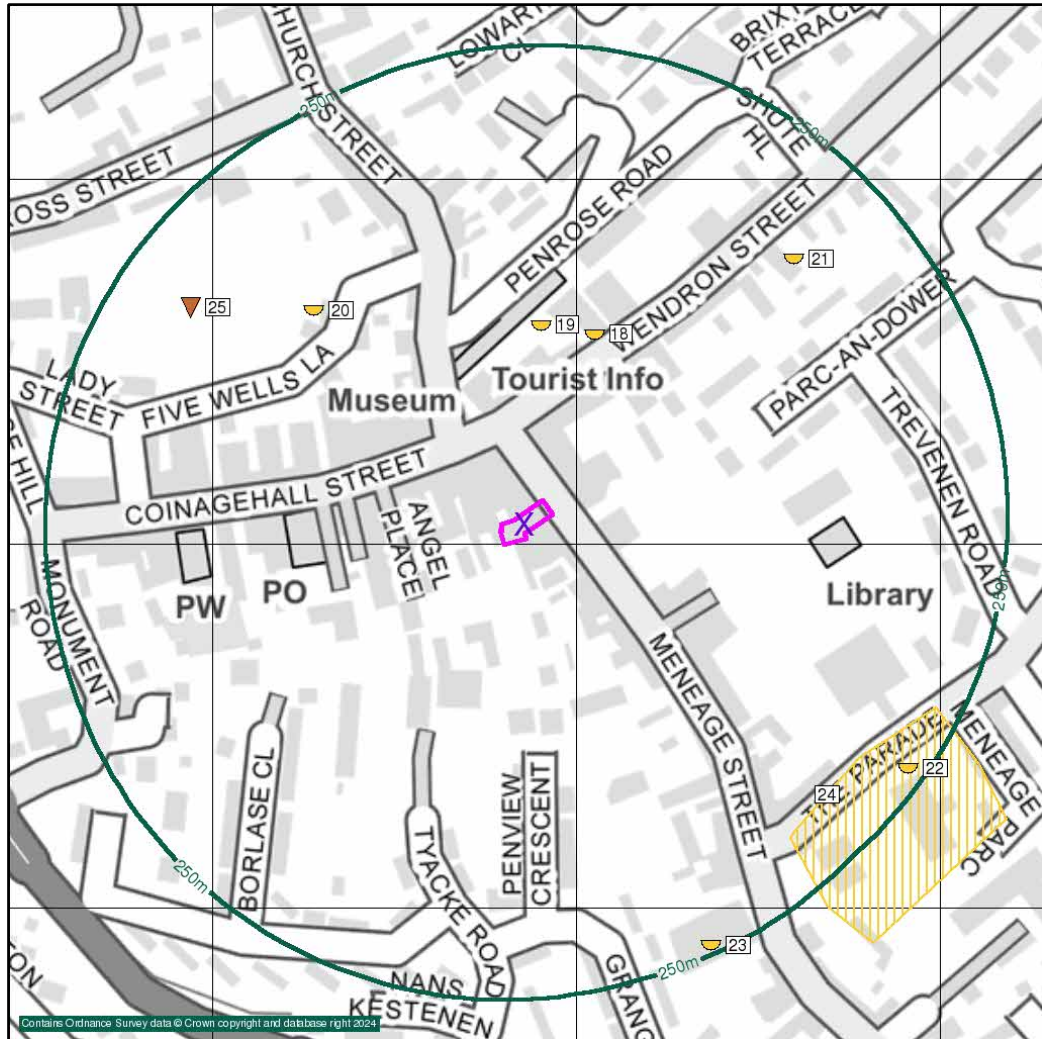
General	Waste/Landfill Sites	Contraventions	Storage Of Hazardous Substances	Statutory Authorisations	
<ul style="list-style-type: none"> Site Boundary Search Buffer Bearing Reference Point Reference Number 	<ul style="list-style-type: none"> BGS Recorded Landfill Site Licensed Waste Management Facilities (Landfill) Local Authority Recorded Landfill Site Registered Waste Transfer Site Registered Waste Treatment or Disposal Site Registered Landfill Site Point Location of Registered Landfill Site 	<ul style="list-style-type: none"> BGS Recorded Landfill Site (Point) Licensed Waste Management Facilities (Location) Local Authority Recorded Landfill Site (Point) Registered Waste Transfer Site (Point) Registered Waste Treatment or Disposal Site (Point) Registered Landfill Site Potential Landfill Buffer 	<ul style="list-style-type: none"> Local Authority Pollution Prevention and Control Enforcement Planning Hazardous Substance Enforcement Prosecution Relating to Authorised Processes Enforcement and Prohibition Notice Substantiated Pollution Incident Register Prosecution Relating to Controlled Waters 	<ul style="list-style-type: none"> COMAH Planning Hazardous Substance Consent Explosive Site NHHS 	<ul style="list-style-type: none"> Local Authority Pollution Prevention and Control Contaminated Land Register Entry or Notice (Point) Contaminated Land Register Entry or Notice Registered Radioactive Substance
<ul style="list-style-type: none"> BGS Recorded Mineral Site Potentially Contaminative Use 	<ul style="list-style-type: none"> Registered Waste Treatment or Disposal Site Registered Landfill Site 	<ul style="list-style-type: none"> Enforcement and Prohibition Notice Substantiated Pollution Incident Register Prosecution Relating to Controlled Waters 	<ul style="list-style-type: none"> Integrated Pollution Control Integrated Pollution Prevention Control Integrated Pollution Control Registered Waste Site Local Authority Integrated Pollution Prevention and Control 	<ul style="list-style-type: none"> Discharge Consent Water Industry Act Referral 	

Contaminants	Ref No.	Search Buffer	Direction
Waste / Landfill Sites			
Local Authority Landfill Coverage			
Name: Kerrier District Council, - Has no landfill data to supply, Contact Ref: 4	-	On Site	NW
Name: Cornwall County Council, - Had landfill data but passed it to the relevant environment agency, Contact Ref: 5	-	On Site	NW

Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
South West Water Limited, Cades Parc (Junc Tenderah Road) Cso, Helston, Cornwall, Sewerage Discharge, Reference: 301817, Version: 1, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	1	0-250m	N
South West Water Limited, Monument Road Cso, Opposite 1 Monument Road, Helston, Cornwall, Tr13 8hf, Sewerage Discharge, Reference: 033996/Cs/01, Version: 1, Status: Varied by Application - (Water Resources Act 1991, Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	2	0-250m	W

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Dippy Egg, Unit 2, The Coinage Ope, Coinagehall Street, Helston, Cornwall, TR13 8EB, Children & Babywear - Manufacturers & Wholesalers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	3	0-250m	W
Eddy & Son (Helston) Ltd, 21-23, Meneage Street, Helston, Cornwall, TR13 8AA, Painting & Decorating Supplies, Status: Inactive, Positional Accuracy: Automatically positioned to the address	4	0-250m	SE
Premier Photographics, 16, Meneage Street, HELSTON, Cornwall, TR13 8BB, Photographic Processors, Status: Inactive, Positional Accuracy: Automatically positioned to the address	5	0-250m	E
Mydentist Meneage Street Helston, 2 Meneage Street, 1st Floor, Helston, Cornwall, TR13 8AB, Hospitals, Status: Active, Positional Accuracy: Manually positioned to the address or location	6	0-250m	N
Ets, 4, Market Place, Helston, Cornwall, TR13 8TH, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	7	0-250m	NW
Bowdens Home Hardware, 2, Market Place, Helston, TR13 8SX, Hardware, Status: Active, Positional Accuracy: Automatically positioned to the address	8	0-250m	N
Helston Motorcycles, Unit 4, The Angel Centre, Tyacke Road, Helston, TR13 8RR, Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	9	0-250m	S

Contaminants	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
Appliance Alive, 10b, Church Street, Helston, Cornwall, TR13 8TG, Domestic Appliances - Servicing, Repairs & Parts, Status: Inactive, Positional Accuracy: Automatically positioned to the address	10	0-250m	NW
Urban Gypset, 48, Meneage Street, Helston, Cornwall, TR13 8QY, T-Shirts, Status: Inactive, Positional Accuracy: Automatically positioned to the address	11	0-250m	SE
Teamkit Ltd, Tyacke Road, Helston, TR13 8RR, Sports Equipment Manufacturers & Distributors, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	0-250m	SW
Nigel Thurley Automotive Ltd, Tyacke Road, Helston, TR13 8RR, Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	12	0-250m	SW
Cornwall Bike Restoration, 4, Tyacke Place, Tyacke Road, Helston, Cornwall, TR13 8RR, Garage Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	0-250m	SW
Gwerthjy Tredanek, A, 20, Church Street, Helston, Cornwall, TR13 8TG, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	13	0-250m	NW
All Wind (Uk) Ltd, Unit 2, BT Workshops, Tyacke Road, HELSTON, Cornwall, TR13 8RR, Windmills & Wind Power Equipment, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	0-250m	SW
Henderson Mines Research, 60, Meneage Street, Helston, Cornwall, TR13 8QY, Metals - Mining, Status: Active, Positional Accuracy: Automatically positioned to the address	14	0-250m	SE
Jewson Ltd, Penrose Road, Helston, Cornwall, TR13 8TS, Builders' Merchants, Status: Inactive, Positional Accuracy: Automatically positioned to the address	15	0-250m	N
Nic Harrison, 73, Meneage Street, Helston, Cornwall, TR13 8RB, Ceramic Manufacturers, Supplies & Services, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	16	0-250m	SE
Zircon, 75, Meneage Street, Helston, Cornwall, TR13 8RB, Jewellery Manufacturers & Repairers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	16	0-250m	SE
Yeomans Volkswagen, 85 Meneage Street, Helston, Cornwall, TR13 8RD, Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	17	0-250m	SE
Helston Garages Ltd, 87, Meneage Street, Helston, Cornwall, TR13 8RD, Car Dealers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	17	0-250m	SE
Helston Volkswagen, 85 Meneage Street, Helston, Cornwall, TR13 8RD, Car Dealers, Status: Active, Positional Accuracy: Manually positioned to the address or location	17	0-250m	SE
Helston Garages Ltd, 87, Meneage Street, Helston, Cornwall, TR13 8RD, Car Dealers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	17	0-250m	S



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General	Potentially Contaminative Use	Potentially Infilled Land
Site Boundary	Point Feature	Point Feature
Search Buffer	Area Feature	Area Feature
Bearing Reference Point	Line Feature	Line Feature
Reference Number		

Contaminants	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1968	18	0-250m	N
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1968	19	0-250m	N
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1968	20	0-250m	NW
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1968	21	0-250m	NE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1968	22	0-250m	SE
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1968	23	0-250m	SE
Potentially Contaminative Industrial Uses (Past Land Use)			
Hospitals, Date of Mapping: 1963 - 1978	24	0-250m	SE

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1909	25	0-250m	NW

Map Details

The following maps have been analysed for Historical Tanks and Energy Facilities

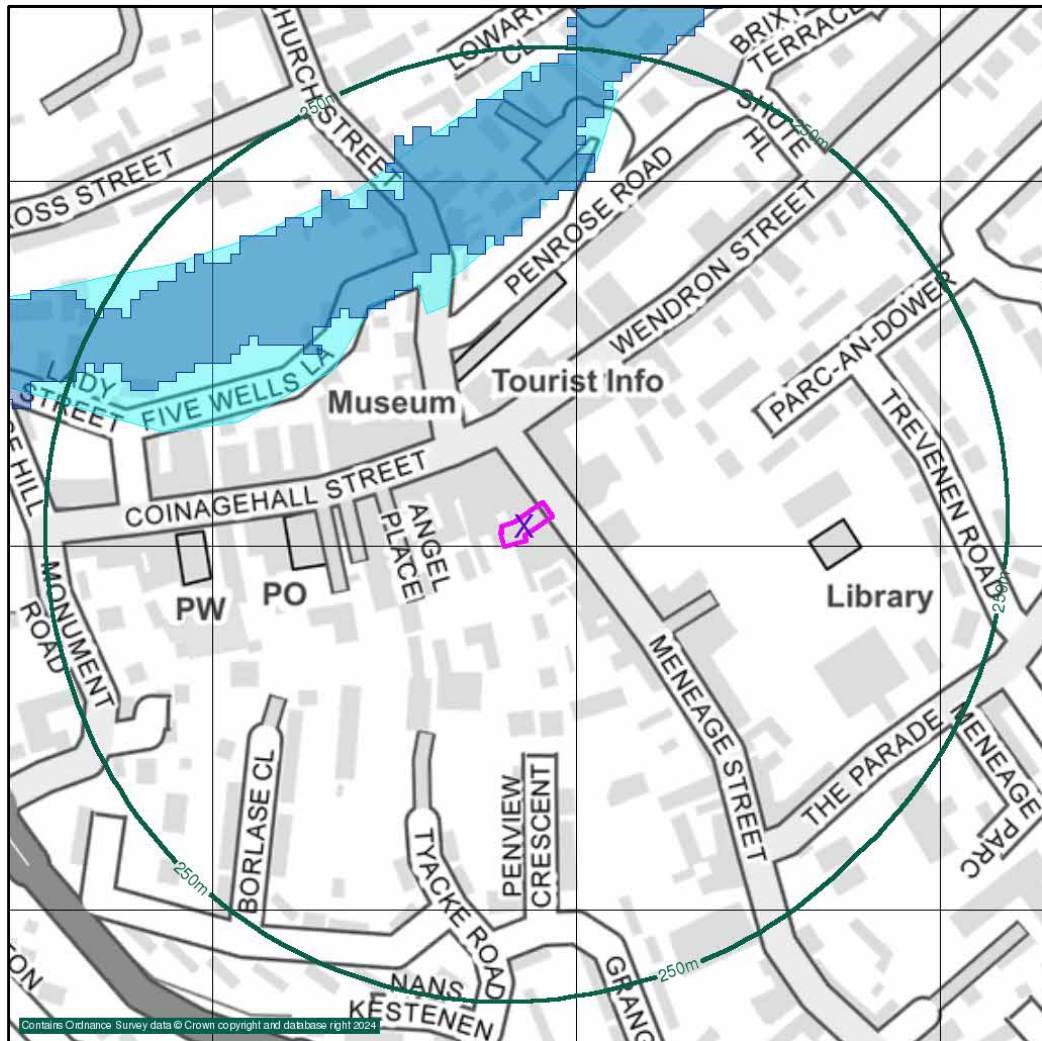
1:2,500	Mapsheet	Published
Ordnance Survey Plan	SW6527	1968

The following maps have been analysed for Potentially Contaminative Uses and Potentially Infilled Land information

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SW62NE	1978

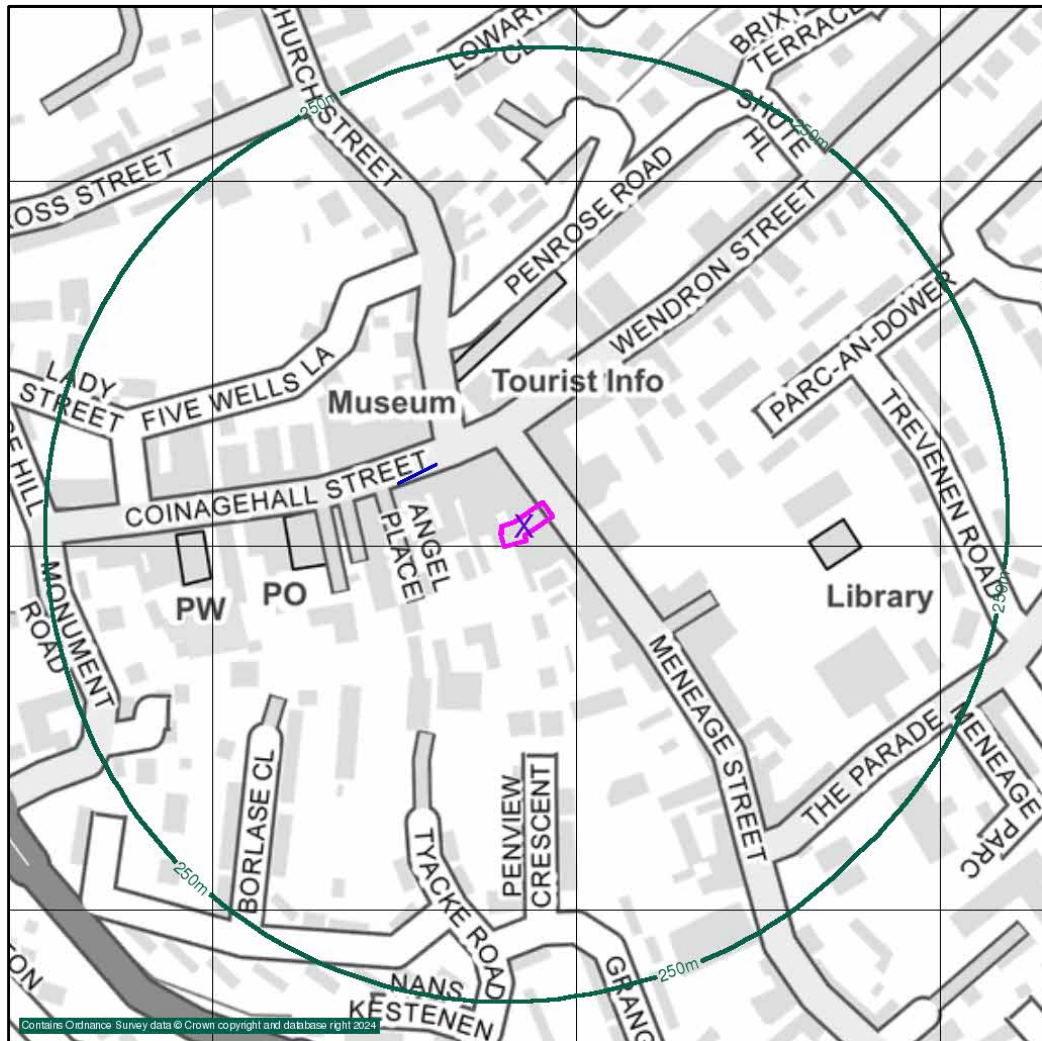
1:10,560	Mapsheet	Published
Cornwall & Isles Of Scilly	076_SW	1888
Cornwall & Isles Of Scilly	076_SW	1909
Cornwall & Isles Of Scilly	076_SW	1938
Ordnance Survey Plan	SW62NE	1963

Flood Map



General		Area of Floodplain	
Site Boundary	Areas Benefiting from Flood Defences	Extreme Flooding from Rivers or Sea without Defences (Zone 2)	Flooding from Rivers or Sea without Defences (Zone 3)
Search Buffer	Flood Water Storage Areas	Flood Defences	
Bearing Reference Point	Reference Number		

Sensitivity Map



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General	Environmentally Sensitive Land Use	Protected Countryside Areas
Site Boundary	Area of Outstanding Natural Beauty	Forest Park
Search Buffer	Environmentally Sensitive Area	National Park
Bearing Reference Point	Local Nature Reserve	National Scenic Area
Reference Number	Marine Nature Reserve	
	National Nature Reserve	
	Ramsar Site	
	Site of Special Scientific Interest	
	Special Area of Conservation	
	Special Protection Area	
	Nearest Surface Water Feature	
	Water Abstractions	

Pathways and Receptors	Ref No.	Search Buffer	Direction
Pathways			
Extreme Flooding from Rivers or Sea without Defences			
Type: Extent of Extreme Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial Models and Fluvial Events, Contact Ref: 1	-	0-250m	N
Flooding from Rivers or Sea without Defences			
Type: Extent of Flooding from Rivers or Sea without Defences, Flood Plain Type: Fluvial Models, Contact Ref: 1	-	0-250m	NW
Areas Benefiting from Flood Defences			
None	-		-
Flood Water Storage Areas			
None	-		-
Flood Defences			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Nearest Surface Water Feature			
Distance: 50m	-	0-250m	NW

Other Factors	Search Buffer	Direction
Geological		
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may not be affected by Coal Mining		-
Mining Instability		
Risk: Conclusive Metaliferous Mining,	On Site	NW
Man-Made Mining Cavities		
Cavity Type: Unknown Mine,Origin: Not Supplied Contact Ref: 2	0-250m	NE
Non Coal Mining Areas of Great Britain		
Hazard Potential: Highly Unlikely Contact Ref: 3	On Site	NW
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Higher probability radon area (10 to 30% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	On Site	NW
Radon Potential - Radon Protection Measures		
Radon Protection Measures: Full, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	On Site	NW
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 3	On Site	NW
Potential for Compressible Ground Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 3	On Site	NW
Potential for Ground Dissolution Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 3	On Site	NW
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 3	On Site	NW
Hazard Potential: No Hazard, Contact Ref: 3	0-250m	W
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 3	On Site	NW

Other Factors	Search Buffer	Direction
Geological		
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: No Hazard Contact Ref: 3	On Site	NW

Registered Landfill Sites

At present no complete national data set exists for landfill site boundaries, therefore a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark construct either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant environment agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

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The Sitecheck Data User guide is available free of charge from our website www.sitecheck.co.uk

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Contact Names and Addresses**1 Environment Agency National Customer Contact Centre (NCCC)**

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 03708 506 506

enquiries@environment-agency.gov.uk

Please note that the Environment Agency/Natural Resources Wales/SEPA have a charging policy in place for enquiries.

2 Stantec UK Ltd

Caversham Bridge House
Waterman Place
Reading
RG1 8DN

Telephone 0118 950 0761

pba.reading@stantec.com
www.stantec.com

3 British Geological Survey Enquiry Service

British Geological Survey
Environmental Science Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

enquiries@bgs.ac.uk
www.bgs.ac.uk

4 Kerrier District Council (now part of Cornwall Council) Environmental Health Department

County Hall
Treyew Road
Truro
Cornwall
TR1 3AY

Telephone 0300 1234 100

enquiries@cornwall.gov.uk
www.cornwall.gov.uk

5 Cornwall County Council (now part of Cornwall Council)

County Hall
Treyew Road
Truro
Cornwall
TR1 3AY

Telephone 0300 1234 100

enquiries@cornwall.gov.uk
www.cornwall.gov.uk

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info@landmarkinfo.co.uk
www.landmarkinfo.co.uk

Consumer Protection

Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, Imperium, Imperial Way, Reading, Berkshire, RG2 0TD

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- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: www.conveyinfoexec.com

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPO.

TPOs Contact Details:

The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP

Tel: 01722 333306
Fax: 01722 332296
Website: www.tpos.co.uk
Email: admin@tpos.co.uk

Consumer Protection

Landmark Complaints Procedure

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of its receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Customer Relationships Manager
Landmark Information
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966
Email: helpdesk@landmark.co.uk
Fax: 0844 844 9980

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs):

Tel: 01722 333306
Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

LANDMARK TERMS AND CONDITIONS

In these Terms, we refer to Landmark Information Group Limited (whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY) as "**We**", "**Us**" and "**Our**" and we refer to the contracting party who accesses the Website or places an Order with Us or with an Authorised Reseller as "**You**", "**Your**" and "**Yourself**". All Services and Reports are provided by Landmark Information Group Limited unless otherwise stated.

DEFINITIONS

In these Terms, the following terms have the following meanings:

"**Agreement**" has the meaning set out in clause 1.e.

"**Authorised Reseller**" means an agent or reseller who We have duly appointed to resell Our Reports and Services.

"**Beneficiaries**" means those persons, as relevant, referred to in clause 2e.

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

"**End User**" means either: (i) a consumer or a consumer's friend or family member who uses the Services provided to the consumer; (ii) where You are not a consumer, an employee of Yours who uses the Services provided to You; and/or (iii) in respect of the conveyancing Reports identified in clause 2.e only, a Beneficiary or their respective employees.

"**Fees**" means any charges levied by Us or an Authorised Reseller for Services provided to You.

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

"**First Purchaser's Lender**" means the funding provider for the First Purchaser.

"**Intellectual Property Rights**" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right.

"**On-Demand Service**" means a Service hosted by Us through which an End User is able to access the Content remotely.

"**Order**" means the request for Services from Us by You.

"**Property Site**" means a land site in relation to which We provide a Service.

"**Report**" means any Content that We supply to You in the form of a Report on a Property Site.

"**Services**" means the provision of any service by Us pursuant to these Terms, including without limitation, the use of the Website (whether or not You Order a paid-for Service), any Report and/or On-Demand Service.

"**Subscription**" means any subscriptions for Our On-Demand Services purchased by you.

"**Subscription User**" means any individual who accesses and uses the On-Demand Services on a Subscription basis.

"**Supplier**" means any third party organisation that provides services, software, data, information and other content or functionality of any form to Us.

"**Terminal**" means a laptop, PC, workstation or other equipment containing a screen on which the Content may be displayed or used and which is internal or personal to You.

"**Terms**" means these terms and conditions.

"**Third Party Content**" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.

"**Third Party Content Terms**" the terms and conditions, as set out at http://www.landmarkinfo.co.uk/Terms/terms_and_conditions_299431_8.0_annexes.pdf that are specific to Third Party Content, are required by the Suppliers of such Third Party Content and which take precedence over these Terms in the event of any inconsistency.

"**Website**" means any website hosted by Us and includes the Content and any Report, service, document, data-set, software or information contained in such websites or derived from them.

1 Basis of Contract

- a. These Terms (including, where applicable, Third Party Content Terms) govern the relationship between Us and You where You use or purchase Services from Us. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms: (a) when You place any Order, or pay for any Services provided to You by Us; and (b) in respect of Your use of any Website, by accessing and continuing to use any part of this Website. If You do not agree with any of the Terms that apply to Our Websites, then You must not use the Website.
- b. You may be required to register Your details and/or open an account to access or order certain Services. Submission of Your registration and Your use of such Services shall be deemed acceptance of these Terms. You shall ensure that all information provided when submitting your registration is up to date, true, accurate and complete. We reserve the right to suspend or terminate Your access to the Website or block Your ability to place Orders in the event of any breach of this clause 1.b. Each registration is for a single user only. We do not permit You as Subscription Users to share user names and passwords with any other person nor with multiple users on a network. It is Your responsibility to maintain the confidentiality of Your password and those of Subscription Users for whom you are responsible and You are responsible for all activity that occurs under such user names and passwords. We will not be liable where Your password or those of Subscription Users for whom you are responsible are used by someone else. You should notify Us immediately of any unauthorised use of passwords and any breach of security as soon as You become aware of it.
- c. You shall take all reasonable steps to check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Service is provided for the correct location and property type. Neither We nor any Suppliers shall have any liability for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Service relates to the correct location or property.
- d. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on Our Websites. Continued Orders of the Services or continued use of the Website by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms. We will not file or store a copy of these Terms for each interaction or transaction by You via the Website.

e. These Terms together with the Third Party Content Terms, any Order You make (if applicable), the Fees (if applicable) and delivery details in relation to the Order and Our privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Services to You by Us ("**Agreement**"). You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 1.e shall limit or exclude any liability for fraud.

f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

2 Services and Licensed Use

a. Subject to clauses 6.d, 6.k and 6.l, We shall use all reasonable skill, care and diligence in the performance of the Services. In performing the Services we shall comply with the standards as developed by the Conveyancing Information Executive (CIE).

b. You shall not hold Yourself out or describe Yourself as Our agent or an agent of any of the Suppliers or as having had any of Your activities endorsed by Us.

c. Where Content is provided as part of an On-Demand Service, We grant You a non-exclusive, non-transferable licence (without rights to sub-licence to any third party other than End Users) to access and use the On-Demand Service (and any output of that service) for the purposes of viewing the Content for the duration permitted in any Order (subject to any Terminal limits (if appropriate)).

d. Where Content are provided in printed form or in an electronic format for printing (including Reports), We grant You a non-exclusive, perpetual non-transferable licence (without rights to sub-licence or provide copies or extracts to any third party other than End Users) to use Content in printed form or in an electronic format for printing (including Reports) for Your commercial or non-commercial use, but without any right to copy, modify, extract or re-utilise any information or data within such printed Content other than as expressly set out in this clause 2.d.

e. Subject always to these Terms, You may, without further charge, make Reports (other than Envirocheck® Reports) available to:

- i. the owner of the whole or part of the Property Site at the date of the Report;
- ii. any person who purchases or intends to purchase the whole or part of the Property Site;
- iii. any person who provides or intends to provide funding secured on the whole or part of the Property Site;
- iv. any person for whom You act in a professional or commercial capacity in relation to the Property Site; and/or
- v. any person who acts for You in a professional or commercial capacity in relation to the Property Site;

together the "**Beneficiaries**".

f. The Beneficiaries shall be entitled to rely on the Report as if it was addressed to them and any such person shall be entitled to enforce these Terms as if they were named in the Order, provided always that the person to whom the Report is made available accepts these Terms.

g. You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.

h. You shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Agreement.

i. If You are a Company or public body, You agree that the licensed use of Content pursuant to the Agreement always excludes its use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with You (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate agreement with Us.

j. All other uses of the Content other than as permitted by the Agreement are prohibited. If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.

k. You agree to notify Us should You suspect any infringement of Our or any of Our Supplier's Intellectual Property Rights.

l. You agree that you will not use the Services (including without limitation Our Websites) in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or do anything that may cause damage to the Website or our servers, systems or equipment or those of third parties, nor access any users' data or penetrate or circumvent any Website security measures or attempt to do any such acts.

3 Intellectual Property, Confidentiality and Privacy Policy

a. You acknowledge and agree that all Intellectual Property Rights in Content and Our Websites are and shall continue to be owned by Us or Our Suppliers and nothing in the Agreement shall transfer, assign or grant any rights to You (save for the licence as set out above).

b. The names, images and logos identifying Us, companies in the Landmark group, our partners or third parties and our/their products and/or services contained in or sold via the Website are proprietary marks and may not be reproduced or otherwise used without express permission.

c. Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content and you agree to use adequate technical and organisational measures to protect the Content from unauthorised use.

d. Where mapping is provided by Ordnance Survey, You acknowledge and agree that such mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services. Where mapping is provided by any other Supplier, You acknowledge and agree that such mapping is the copyright of the Supplier and must not be used for any purpose outside the context of the Services.

e. With regard to Ordnance Survey mapping (other than OS OpenData™ in respect of which see Third Party Content Terms (OS OpenData)), copying in whole or in part by any means of map prints or run-on copies provided with the Services is not permitted without appropriate licensing from the relevant Supplier. You must be in possession of or obtain a valid Ordnance Survey Paper Map Copying Licence if You wish to make any further copies of any Ordnance Survey maps supplied with or forming part of the Services.

4 Termination

a. In respect of any Subscription, You may terminate Your Subscription at the end of any given month by providing us with written notice during that month. You will continue to have access to the relevant On-Demand Services for the duration of the month in which the notice is given.

b. At any time, either party may terminate the Agreement with immediate effect by giving the other party written notice:

- i. if the other party is in material breach of the Terms and, if such breach is capable of remedy, that party fails to remedy the breach within 30 days of written notice specifying the breach and requiring it to be remedied;

- ii. the other party has a receiver or administrative receiver or administrator appointed over any part of its undertaking or assets or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect or if it become subject to an administration order or enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if they are presented with a bankruptcy petition; or
 - iii. if We or a Supplier loses the right to administer Crown copyright and/or Crown database right in respect of the Ordnance Survey Data.
- c. In the event of the termination or expiry of the Agreement with respect to the Service ordered by You:
- i. You shall, subject to clause 4.c.iii, immediately cease to use the affected Service and Content;
 - ii. You shall, subject to clause 4.c.iii, within 30 days of such termination or expiry, destroy all Content relating to the terminated Service in any media which is in Your possession or control and provide, at Our request, a sworn statement by a duly authorised person that You no longer hold such Content;
 - iii. except in the event of termination by Us under clause 4.b, You may retain Content in an archive following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a) the archive rights do not apply to Content that include third party Intellectual Property Rights (other than Content provided by Ordnance Survey to the extent that the Intellectual Property Rights in such Content are owned by Ordnance Survey); (b) You shall not disclose Content retained under this clause 4.c.iii to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (c) You must store such Content separately from any other data which You hold; and (d) subject to clause 6.a, We shall have no liability for Your use of it following termination or expiry of the Agreement; and
 - iv. the parties shall have no further obligations or rights under the Agreement (save in respect of any continued use of publicly accessible Websites), without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.f to 2.k (inclusive), this clause 4.c, clauses 5.d, 6, 7, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Agreement, shall continue to have effect after such expiry or termination.

5 Payments

- a. Where You do not pay the Fees at the point of purchase You agree that You will pay the Fees at the rates set out in Our or Our Authorised Reseller's invoice within 30 days of the date of each invoice without deduction, counterclaim or set off. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Us or an Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or an Authorised Reseller's ability to require prompt payment in respect of the Services delivered to You.
 - a.i. If You have purchased a Subscription this shall be payable monthly in arrears.
 - b. VAT shall be due in addition to any Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
 - c. Neither We nor any Authorised Reseller shall be required to notify You in advance of any amendment to the Fees and the placing of any further Order for Services shall be deemed acceptance of any

revisions to the Fees.

- d. If You fail to pay by the due date any amount due and payable by You under the Agreement, We shall be entitled, but not obliged to, charge You interest on the overdue amount, payable by You immediately on demand, accruing on a daily basis from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002.

5A Subscriptions

- a. If you are accessing the Services under a Subscription you must:
 - i. ensure that the maximum number of Subscription Users that you authorise to access and use the Services does not exceed the number of Subscriptions purchased from time to time; and
 - ii. not allow any Subscription which has been purchased on a per-username basis to be used by more than one individual Subscription User (unless it has been reassigned in its entirety to another individual Subscription User, in which case the prior Subscription User shall no longer have any right to access or use the Services).
- b. Subscription User's use of the Services must be reasonable and proportionate to enable Us to continue to provide Our services to all of Our customers. If at any time We consider Your use of the Services to be excessive We shall contact You and We reserve the right to restrict Your use to normal limits.
- c. If We consider Your use of the Services to exceed the expected usage levels, based on the number of Subscriptions You have purchased, You shall permit Us to audit Your access and use of the Services in order to establish Your compliance with these Terms.
- d. If any audit referred to in clause 5A.c reveals that any password has been provided to any individual who is not a Subscription User, then we shall be entitled to cancel any such Subscription and/or block the applicable Subscription User account.
- e. If any of the audits referred to in clause 5A.c reveal that You have underpaid Us for any Subscription Fees, then without prejudice to the Our other rights, You shall pay to Us an amount equal to such underpayment within 14 days of the date of the relevant audit.

6. Liability

- a. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default or for fraud, and the remainder of this clause 6 is subject to this provision. If You are a consumer, Your statutory rights (which include, for example, that We will provide the Services to a reasonable standard and within a reasonable time) are not affected by anything in these Terms.
- b. Save as set out in clause 6.a, We shall not be liable to You or to any End User in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 - i. any indirect or consequential losses (which includes any loss that could not have been reasonably expected by You and Us at the time of entering into these Terms);
 - ii. loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
 - iii. loss of goodwill or reputation.
- c. Save as set out in clause 6.a, Our total liability to You and/or any End User in contract or tort (including negligence) or for breach of statutory duty shall not exceed:
 - i. in respect of any Services other than the Promap® service, an amount of ten million pounds (£10,000,000) in the aggregate; and
 - ii. in respect of our Promap® service, an aggregate amount of £350,000.

- d. The Content that Services are based on is partly derived from third party sources. Therefore, save as set out in clause 6.1 in respect of risk assessments and professional opinions, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a Service which resulted from a reasonable interpretation of the Content
- e. You acknowledge and agree that neither You nor any End User shall have any claim or recourse against any Supplier of Third Party Content.
- f. You acknowledge and agree that We do not warrant that the online supply of Website, Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or electronic means or in the course of transmission; or similar, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). We will not be liable to You or to any other person in the event that all or any part of Our Websites is discontinued, modified or changed in any way. Time shall not be of the essence in providing the Website, Content or Services.
- g. You acknowledge and agree that no physical inspection of the Property Site reported on is carried out as part of any Services offered by Us and We do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose.
- h. You acknowledge and agree that any party, other than You or the Beneficiaries, who relies on a Report does so entirely at its own risk, including, without limitation, any insurers. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance upon a Report.
- i. You acknowledge and agree that We will not be held liable in any way if a Service is used otherwise than as provided for in these Terms and/or in the Report or Service.
- j. You acknowledge and agree that the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your (or the End User's) intended purpose.
- k. You acknowledge and agree that You shall, on receipt of a Report carry out a reasonable inspection to satisfy Yourself that there are no apparent defects or failures with respect to the description and location of the Property Site and shall promptly inform Us if there are any such defects or failures.
- l. All liability for any insurance products purchased by You rests solely with the insurer. We do not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that:
- if You Order any such insurance We will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, You acknowledge and agree that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice;
 - all decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and We accept no liability in this regard; and
 - the provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.
- m. We may provide You with professional opinions or a risk assessment in a Report. You acknowledge and agree that We shall carry out (or procure that third parties carry out) such assessment with reasonable skill and care and that We shall be liable where any such risk assessment is carried out negligently.
- n. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.
- o. Without limiting Our liability under these Terms for Content that You purchase, while We endeavour to ensure that the information on Our Websites is correct, We make no promise nor do We give any warranty or guarantee regarding the accuracy and completeness of the material on Our Website. We may make changes to the material on Our Websites, or to the products and prices described in it, at any time without notice.
- p. Without limiting Our liability under these Terms for Content that You purchase, the material on Our Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide you with Our Websites on the basis that all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to Our Websites are excluded. This does not affect Your statutory rights.
- q. We shall not be, nor shall any authors be, held liable for any damage or loss that You incur arising from errors or omissions in information provided or for technical problems encountered on Websites or any other websites to which links are established. We do not accept any liability for damage to Your computer or for any loss of data that results from Your use of the Websites and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features or for any problems or inadequacies with Your computer, software, email system, internet facilities, or equipment.
- r. Links to other third party websites on Our Websites are provided solely for ease of reference and Your convenience. If You use these links, You leave Our Website. We have not reviewed these third party websites and We do not have any control over, nor are We responsible for, these websites or their content or availability or for the products or services that such third parties may offer. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked to via Our Websites, You do so entirely at Your own risk. We give no promises or guarantees as to the availability or operation of the links and We shall not be liable for any broken or incorrectly operating link. You are not permitted to create links to Our Websites. Should You wish to link to a Website (whether by way of a hypertext link or framed content), please contact Us. Creation of any link shall be subject to such terms as We may notify from time to time and We reserve the right at any time for any reason to require You to remove or disable any link.
- s. You shall use all reasonable endeavours to ensure that End Users are made aware of and agree to the limitations and exclusions of liability set out in this clause 6.
- 7. Contribution – Envirosearch® Residential and Homecheck Professional® Environmental Reports Only**
- a. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6. Save where expressly provided and regardless of the result of Reports, this clause 7 shall apply solely to:
- Envirosearch® Residential Reports; and
 - Homecheck Professional® Environmental where Our preferred risk assessment provider certifies that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)2 of Part IIA of the Environmental Protection Act 1990 and where Our preferred risk assessment provider should have identified such risk.
- b. We are prepared to offer, on a discretionary basis without any admission or inference of liability, a contribution towards the costs of

- any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution") – subject to us reserving the right to withdraw the offer of a contribution at any time.
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part IIA of the Environmental Protection Act 1990 ("the Notice") We may, at our absolute discretion, contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:
- i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site; and
 - iv. the Contribution will not be paid in respect of any of the following: (1) radioactive contamination of whatsoever nature; (2) asbestos or asbestos-containing materials on or in structures or services serving the Property Site. For the avoidance of doubt, We may contribute towards asbestos in the ground; (3) the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority; (5) any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report; (6) any condition which is caused by acts of war or an act of terrorism; (7) any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure; and/or (8) any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. Without prejudice to Your other rights and remedies under the Agreement, the maximum sum that may be contributed by Us in respect of any Contribution shall be limited to: £100,000 for Homecheck Professional® Reports; £150,000 for Envirosearch® Residential Reports; and £250,000 for RiskView Residential Reports. In the event that more than one Report is purchased on the Property Site the Contribution shall only be considered under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution shall be considered in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. We shall only consider a Contribution where the Notice is served within 36 months of the issue date of the Report.
- f. Any rights to a Contribution under this clause 7 are not assignable in the event of a sale of the Property Site and We shall not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Us in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all Our reasonable requirements with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Our prior written consent to any estimates for such works or complying with any other reasonable request by Us, We shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Us the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.
- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Part IIA of the Environmental Protection Act 1990 You shall use reasonable endeavours to ensure that they advise Us within a maximum period of two months from receipt of such communication. This clause 7.h and the service of any notice under it shall not affect the provisions of clauses 7.e and 7.g, and any such communications, even if advised to Us will not operate as notice under clause 7.e.

8. Assignment and Sub-contracting

- a. We shall be entitled to assign or transfer the Agreement.
- b. The Agreement is personal to You. You shall not assign, transfer, sub-licence or otherwise deal with any of Your rights and obligations under the Agreement without Our prior written consent.
- c. We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

9. Events Beyond Our Control

- a. Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

10. Complaints and Dispute Resolution

- a. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at Our registered office. We will (or Our agents will) respond to any such complaints in writing as soon as practicably possible. Alternatively you may wish to make a complaint to The Property Ombudsman by contacting them at <https://www.tpos.co.uk/>.
- b. If any dispute arises out of or in connection with the Terms of the Agreement or their validity ("**Dispute**") the parties undertake, subject to clause 10.c, that prior to commencement of court proceedings they will negotiate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 11.f.
- c. Clause 10.b shall be without prejudice to the rights of termination stated in clause 4.b and in addition shall not prevent Us from:
 - i. applying for injunctive relief in the case of: (1) breach or threatened breach of confidentiality; or (2) infringement or threatened infringement of Our or Our Suppliers' Intellectual Property Rights; or
 - ii. pursuing a debt claim for the payment of the Fees.

11. General

- a. If any provision of the Agreement is found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from the Agreement and never to have formed part of the Agreement and the remaining provisions shall continue in full force and effect.
- b. No delay, failure or omission on Our, or any Supplier's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude

the exercise of that or any other right, power, privilege, claim or remedy.

- c. Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided by You or an End User.
- d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement and We shall not be liable to any such third party in respect of the Products, save that any Supplier may enforce any of these terms and conditions against You in accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of the Agreement, We may rescind or vary the Agreement in accordance with its terms without the consent of the Suppliers and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- e. You shall ensure that each End User agrees to comply with and is bound by the Terms and shall procure that We may in Our own right enforce such terms and conditions against the End User pursuant to the Contracts (Rights of Third Parties) Act 1999.
- f. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 10.b, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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Annex 2 - Site Photographs

Photograph 1.



View: northwest

Looking from Meneage Street toward the application site.

Photograph 2.



View: southwest

Looking from the entrance of the premises across the ground floor of the former retail store.

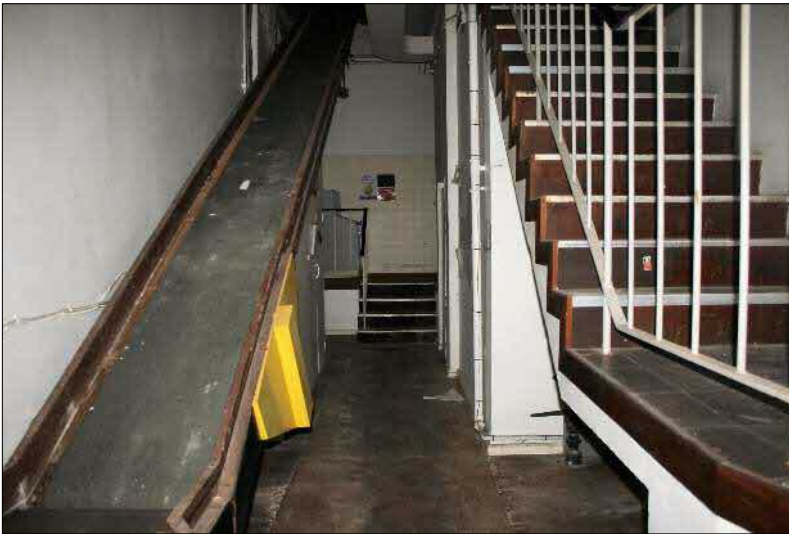
Photograph 3.



View: north-northwest

Looking to a small storage room located on the ground floor.

Photograph 4.



View: west-southwest

Looking along the corridor that leads to the stairwell access to the first floor, with the goods conveyor belt to the left of image.

Photograph 5.



View: northeast

Looking from the stairwell across the main extent of the first floor and former storage and racking area.

Photograph 6.



View: west-southwest

Looking back toward the stairwell and rear of the first floor.

Photograph 7.



View: northeast

Looking to the office located to the rear of the first floor.

Photograph 8.



View: east

Looking toward the W.Cs and staff room of the first floor.

Photograph 9.



View: east

Looking to the staff room.

Photograph 10.



View: southwest

Looking from the front extent of the first floor toward the storage area.

Photograph 11.



View: southeast

Continuation of the front extent of the first floor.

Photograph 12.



View: south-southeast

Looking to the heating room and lift motor area located to the rear of the first floor.

Annex 3 - UXO Ordnance Map

UNEXPLODED BOMB RISK MAP



SITE LOCATION

Location: TR13 8AA,
Map Centre: 165990,27402



This map principally indicates a hazard from Unexploded Bombs (UXB) due to WWII bombardment. Other sources of Unexploded Ordnance (UXO) may be present. It should be noted that this map does not represent UXO risk and should not be reported as such when reproduced.

LEGEND

- High:** Areas indicated as having a bombing density of 50 bombs per 1000acre or higher.
- Moderate:** Areas indicated as having a bombing density of 15 to 49 bombs per 1000acre.
- Low:** Areas indicated as having 15 bombs per 1000acre or less.



How to use your Unexploded Bomb (UXB) risk map?

This map indicates the potential for UXBs to be present because of World War Two (WWII) bombing. It can be incorporated into a technical report, such as a Phase 1 Desk Study, or similar document as an indication of the potential for UXO encounter on a Site. Other sources of UXO may also be indicated, although note that these are not comprehensive and more detailed research is required to confirm their presence.

What if my Site is in a moderate or high density area?

We typically recommend that a detailed UXO desk study and risk assessment is undertaken for sites in an area with a moderate or high bombing density. Additionally, if your site is in close proximity to a strategic target, military establishment, airfield or bombing decoy, then [additional detailed research](#) is recommended.

If my site is in a low risk area, do I need to do anything?

If both the map and other research confirm that there is a low potential for UXO to be present on your site, then, subject to your own comfort and risk tolerance, works can proceed with no special precautions.

If you are unsure whether other sources of UXO may be present, you can request one of our [pre-desk study assessments \(PDSA\)](#) by emailing a site boundary and location to uxo@zetica.com.

You should never plan site work or undertake a risk assessment using these maps alone. More detail is required, to include an assessment of the likelihood of a source of UXO hazard from other military activity not reflected on these maps.

If I have any questions, who do I contact?

tel: [+44 \(0\) 1993 886682](tel:+44(0)1993886682) email: uxo@zetica.com web: www.zeticauxo.com

The information in this UXB risk map is derived from a range of sources and should be used with the [accompanying notes on our website](#).

Zetica cannot guarantee the accuracy or completeness of the information or data used and cannot accept any liability for any use of the maps. These maps can be used as part of a technical report or similar publication, subject to acknowledgement. The copyright remains with Zetica Ltd.

Annex 4 - Reference & Planning Procedure Guide

References:

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Steeds, J.E, Slade, M.W : Technical Aspects of Site Investigations. Vol 1 (of 2) Overview

Zeticauxo Website, Unexploded Ordnance (UXO) Risk Assessment

Maps & Plans:

Dines, H.G. Composites

Jenkin, A.K.H

Ordnance Survey Maps/historical & current



General Planning Procedure Chart

Desktop Site Report (Preliminary Risk Assessment)

Environmental survey listing site history
Identify any contaminants of concern/conceptual model
Mine search (historic survey)
Walk-over survey

Submit planning application & desktop report



Site Investigation & Risk Assessment

Ground investigations in the form of potential:
Soil sampling, trenching investigation/drilling
Undertake risk evaluation & recommendations
Proceed to remedial strategy should contamination be identified

Submit report for approval



Remediation Strategy

Remediation strategy report for the development of the site

Submit report for approval



Site Monitoring

Site verification and completion of remedial works
Monitoring of site should it be required





ASI Core Services:

- ✓ Contaminated Land Surveys
- ✓ Soil & Water Analysis Reports
- ✓ Land Remediation Reports
- ✓ Site Verification & Completion Reports
- ✓ Drilling & Ground Profiling Investigations
- ✓ Trenching & Foundation Inspections
- ✓ Shaft & Mining Feature Securing Works
- ✓ Waste Classification Assessments
- ✓ Historic Mine Searches (arranged upon request)
- ✓ Non Interpretive Environmental Reports

Our client commitment is to provide you with:

- Professional, efficient solutions.
- To liaise with you at each step of your project.
- Provide competitive pricing tailored to your site requirements.

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Website: <http://www.asiconsultancy.co.uk>