

217 Broad Green Road, Liverpool, L13 5SF

Prepared for:

Searchflow
Searchflow
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

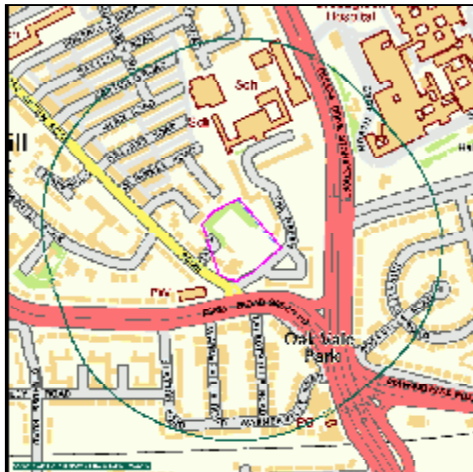
Report Reference: SCC_37215909_1_1

Report Date: 13-JAN-2012

Customer Reference: SF17045614000

National Grid Reference: 340010 390590

Site Area: 9551 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

RPS Risk Assessment

Current Use

Public House and land

Proposed Use

Residential/office

Summary of Findings

SUITABLE FOR PURCHASE OR PROPOSED USE (NO FURTHER ACTION REQUIRED)

Likelihood of significant ground contamination existing beneath the site



Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) in its current use



Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) for proposed use



Note: Where redevelopment is proposed, the RPS risk rating for the proposed use has assumed that no further contaminated land investigation / remediation work will be carried out. However, in reality, where the risk is 'moderate' or 'high' it is likely that the Local Authority will require further investigation (and possible remedial works) as a standard condition of planning to ensure that the site does not meet the definition of 'contaminated land' under Part IIA of the EPA 1990, and that the site is considered suitable for its proposed use. This is a requirement of Planning Policy Statement 23: Planning and Pollution Control; Annex 2 - Development on Land Affected by Contamination.

Other Factors

Very Low Potential for Collapsibility

Contaminated Land Assessment

Drift Geology: Till (Diamicton)
Solid Geology: Chester Pebble Beds Formation

Detailed historical maps (incl. scales of 1:1250 and 1:2500) indicate that from at least 1851 the site comprised predominantly open land with a small pond shown in the west of the site and Oak Vale Cottage present in the south. By c. 1883 the pond was no longer present and further residential properties were present in the south of the site. A Public House was constructed in the south c. 1927 alongside further residential properties. By c. 1950 the Pub was labelled as a Gardeners' Arms and two Bowling Greens were present in the east of the site. A surface water drain was shown along the eastern border of the site (1954 to present). By c. 1974 the properties in the west had undergone redevelopment to likely flats and by c. 1983 the southern Bowling Green was no longer in use. The site remains in this form at present and RPS has been advised that the site is currently land and a Public House.

Notable land uses in the surrounding area include an electrical sub-station adjacent to the east of the site (1954 to present). Information in the datasheet indicates that a Substantiated Pollution Incident for Household Waste was recorded 25m south east of the site in 2004; this is recorded as having a significant land impact.

There is the potential for a degree of infilling / levelling to have occurred at the former pond present in the west of the site, however, given the small scale nature and date of the infilling (pre 1900) the likelihood of significant contamination is considered to be low. Due to the absence of any further potentially contaminative land uses identified on or adjacent, there is a low likelihood of significant ground contamination beneath the site.

The site is considered to be located in a moderately sensitive environmental setting. It is above a Principal Aquifer relating to Pebble Beds Formation, overlain by low permeability Till drift deposits. A surface water drain is present in the east of the site and residential properties are present on site and adjacent. RPS understands that the site is proposed for redevelopment for residential and commercial (office) use.

In view of the absence of any potentially contaminative land uses identified on or adjacent to the subject site, RPS considers that ground conditions represent a low risk of resulting in an environmental liability for the owner or occupier.

Consequently, it is unlikely that it would be defined as 'contaminated' by the Regulators under Part IIA of the Environmental Protection Act (EPA) 1990.

Recommendations

No further action is considered necessary in relation to ground conditions at the site.

Note: In relation to the proposed redevelopment at the site to a sensitive end-use, further environmental assessment may be required to satisfy any planning conditions or in advance of planning consent being granted under Planning Policy Statement 23: Planning and Pollution Control in England and Planning Policy Wales: Chapter 13.

Other Environmental Issues

i) RPS understands that the buildings may have been constructed at a time when asbestos was commonly used in building materials (buildings constructed or refurbished between 1950 to the mid 1980s are most at risk). Under current legislation (The Control of Asbestos Regulations 2006), asbestos is presumed present unless confirmed otherwise. Given the proposed redevelopment of the site, a formal Demolition / Refurbishment Asbestos Survey should be conducted prior to any demolition work commencing. An RPS quote is available on request.

ii) Developments are increasingly being required to demonstrate their sustainability, particularly during the planning process. This may include an assessment of sustainability against a recognised scheme such as BREEAM and/or the 'Code for Sustainable Homes' and consideration of the use of renewable energy. Please contact RPS for further advice.

Reliance

Reliance of this report is permitted for a lender and/or a third party for up to six months from the date it was produced. Please see the Terms and Conditions at the back of this report for more details.

Any further work undertaken by RPS will be carried out under RPS Standard Terms and Conditions.

Services

If you require RPS to carry out any work on your behalf, please fax confirmation on 020 7403 8858 or email to SitecheckReview@rpsgroup.com.

Following completion of the recommendations provided within this report, or on receipt of new information, a RPS follow-up report can be produced clarifying or amending the risk assessment relating to ground contamination. A charge may be made for the review of new information (dependent on the volume of information), but this will be confirmed in advance.

Should you require any further information on this report, please contact Sitecheck Customer Services on 0844 844 9966 or the RPS Commercial Advice line on 020 7261 1091.

Lending Assessment - if required, this Sitecheck report can be used in conjunction with a Debt Finance Assessment in support of a funder's requirements for environmental liability assessment. Please contact RPS on the number above for further details.

Completed by:
RPS Environmental Risk Team

Report Sections and Details	Page
Summary of Site	-
This section comprises source, 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 accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo 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 up to 9 maps, which show the current land use features. The following pages detail these features and identify the Reference Number and direction.	
Historical Land Use	22
This section contains up to 2 maps, which show 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	33
This section contains up to 3 maps, which show 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	40
This section contains information on other factors which may affect the site and its vicinity.	
Historical Maps	42
This section contains 1:10,000 and 1:10,560 historical maps.	
Guidance Notes for Practitioner	52
This section gives guidance on the purpose, methodology and scope of the RPS Risk Assessment.	
Useful Information	54
This section contains information which may be of use when interpreting the report.	
Useful Contacts	55
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.	

Historical Land Use		Page No.	Reference Number (Map ID)
Potentially Infilled Land			
Potentially Infilled Land (Water)			
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1851 Distance: 0m Grid Reference: 339955, 390606		28	1

Sensitivity		Page No.	Reference Number (Map ID)
Pathways			
Groundwater Vulnerability			
Geological Classification: Major Aquifer (Highly permeable) - These are highly permeable formations usually with a known or probable presence of significant fracturing. They may be highly productive and able to support large abstractions for public water supply and other purposes Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise Map Sheet: Sheet 16 West Cheshire Scale: 1:100,000 Contact Ref: 2 Distance: 0m Grid Reference: 340007, 390592		34	-
Drift Deposits			
Drift Deposit: Low permeability drift deposits occurring at the surface and overlying Major and Minor Aquifers are head, clay-with-flints, brickearth, peat, river terrace deposits and marine and estuarine alluvium Map Sheet: Sheet 16 West Cheshire Scale: 1:100,000 Contact Ref: 2 Distance: 0m Grid Reference: 340007, 390592		34	-

Sensitivity		Page No.	Reference Number (Map ID)
Protected Countryside Areas			
Nitrate Vulnerable Zones			
Name: Not Supplied Description: NVZ Area Source: Department for Environment, Food and Rural Affairs (DEFRA - formerly FRCA) Contact Ref: 4 Distance: 0m Grid Reference: 340007, 390592		39	2

Other Factors	Page No.	Reference Number (Map ID)
Geological		
BGS 1:50,000 Geological Mapping Coverage		
Map Sheet No.: 097 Map Name: Runcorn Map Date: 1987 Bedrock Geology: Available Superficial Geology: Available Artificial Geology: Not Available Faults: Available Landslip: Not Available Rock Segments: Available Contact Ref: 1 Distance: 0m Grid Reference: 340007, 390592	40	-
BGS 1:50,000 Superficial Deposits		
LEX Code: TILLD Rock Name: Till, Devensian Rock Type: Diamicton Min. Age: Devensian Max. Age: Devensian Contact Ref: 1 Distance: 0m Grid Reference: 340005, 390593	40	-
BGS 1:50,000 Bedrock Geology		
LEX Code: CPB Rock Name: Chester Pebble Beds Formation Rock Type: Pebbly (Gravelly) Sandstone Min. Age: Scythian Max. Age: Scythian Contact Ref: 1 Distance: 0m Grid Reference: 340007, 390592	40	-
Radon Potential - Radon Protected Areas		
Radon Affected Areas: The property is in a lower probability radon area, as less than 1% of homes are above the action level Source: British Geological Survey, National Geoscience Information Service Contact Ref: 1 Distance: 0m Grid Reference: 340007, 390592	41	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None Source: British Geological Survey, National Geoscience Information Service Contact Ref: 1	41	-

Other Factors		Page No.	Reference Number (Map ID)
Geological			
Potential for Landslide Ground Stability Hazards			
Hazard Potential:	Very Low	41	-
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Running Sand Ground Stability Hazards			
Hazard Potential:	Very Low	41	-
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Shrinking or Swelling Clay Ground Stability Hazards			
Hazard Potential:	Very Low	41	-
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Collapsible Ground Stability Hazards			
Hazard Potential:	Very Low	41	-
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		



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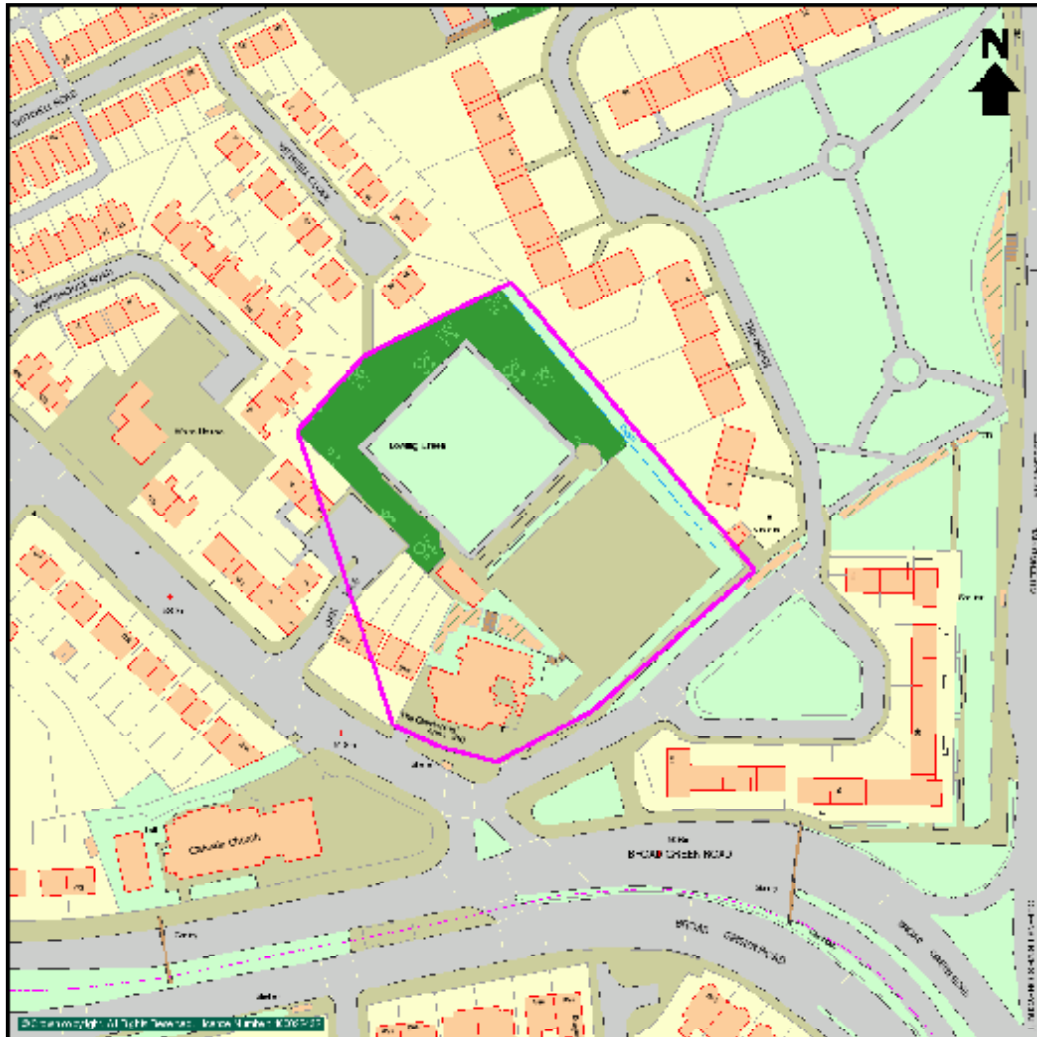
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Size of Site
9551 m²





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Size of Site

9551 m²



Current Land Use	On Site	0-250m	250-500m	500-1000m
Sources	0	2	25	5
Waste/Landfill Sites				
BGS Recorded Landfill Sites	0	0	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0	0
Licensed Waste Management Facilities (Locations)	0	0	0	2
Local Authority Recorded Landfill Sites	0	0	0	0
Registered Landfill Sites	0	0	0	0
Registered Waste Transfer Sites	0	0	0	n/a
Registered Waste Treatment or Disposal Sites	0	0	1	0
Statutory Authorisations				
Local Authority Pollution Prevention and Controls	0	0	2	n/a
Contaminated Land Register Entries and Notices	0	0	0	n/a
Registered Radioactive Substances	0	0	4	n/a
Discharge Consents				
Discharge Consents	0	0	0	n/a
Water Industry Act Referrals	0	0	0	n/a
Industrial Processes				
Integrated Pollution Controls	0	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0	0
Integrated Pollution Prevention And Control	0	0	0	n/a
Local Authority Integrated Pollution Prevention And Control	0	0	0	n/a
Storage of Hazardous Substances				
Control of Major Accident Hazards Sites (COMAH)	0	0	0	0
Explosive Sites	0	0	0	n/a
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0	0	n/a
Planning Hazardous Substance Consents	0	0	0	n/a
Contraventions				
Local Authority Pollution Prevention and Control Enforcements	0	0	0	n/a
Enforcement and Prohibition Notices	0	0	0	n/a
Planning Hazardous Substance Enforcements	0	0	0	n/a
Prosecutions Relating to Authorised Processes	0	0	0	n/a
Prosecutions Relating to Controlled Waters	0	0	0	n/a
Substantiated Pollution Incident Register	0	1	0	n/a

Current Land Use	On Site	0-250m	250-500m	500-1000m
Sources	0	2	25	5
Potentially Contaminative Uses				
Contemporary Trade Directory Entries	0	1	17	n/a
Fuel Station Entries	0	0	1	n/a
Miscellaneous				
BGS Recorded Mineral Sites	0	0	0	3

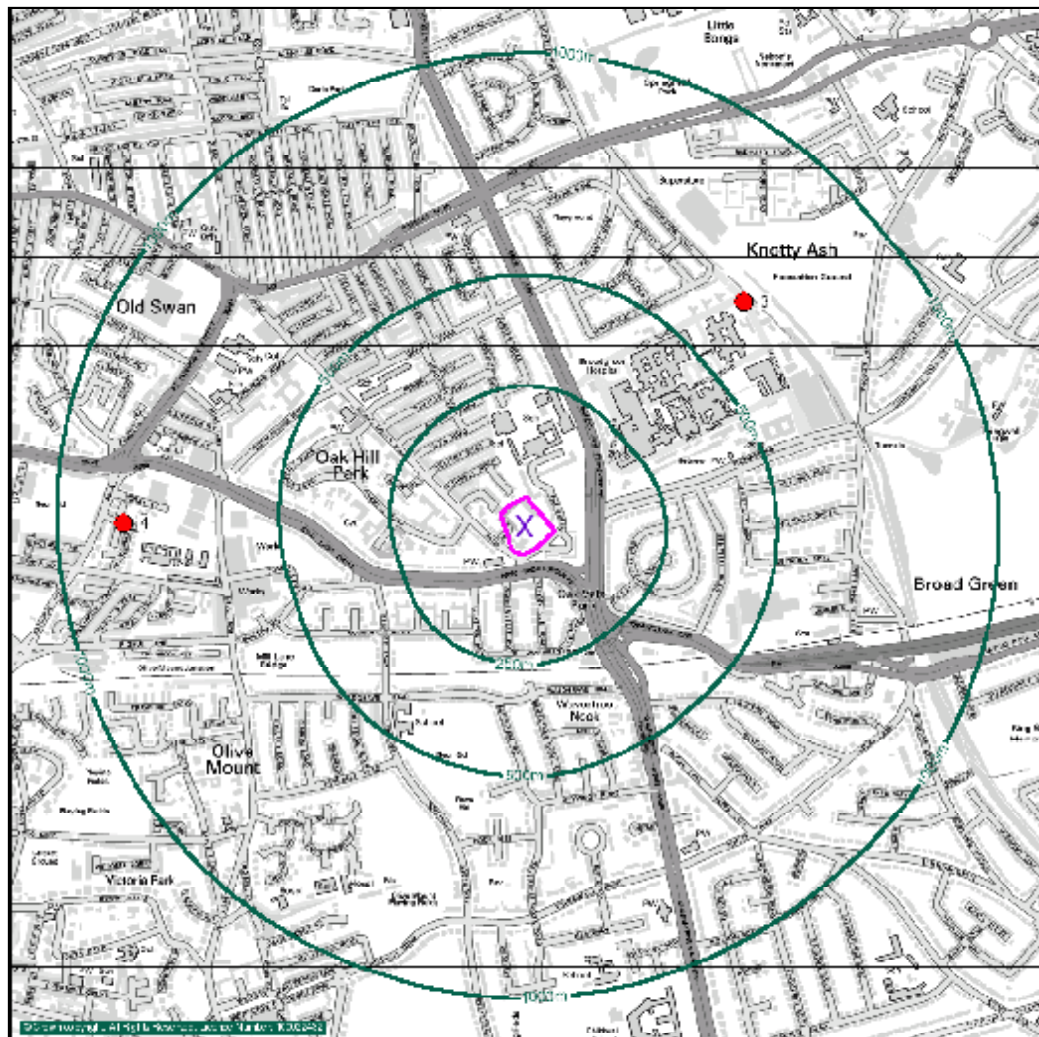
Historical Land Use	On Site	0-250m	250-500m
Sources	1	15	51
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	0	6	22
Potentially Contaminative Features from Historical Building Plans	0	n/a	n/a
Potentially Contaminative Industrial Uses (Past Land Use)	0	2	6
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	0	2
Potentially Infilled Land (Water)	1	7	21

Sensitivity	On Site	0-250m	250-500m	500-1000m
Pathways and Receptors	4	0	2	0
Pathways				
Groundwater Vulnerability	1	0	n/a	n/a
Drift Deposits	1	0	n/a	n/a
Historical Flood Liabilities	0	0	0	0
Extreme Flooding from Rivers or Sea without Defences	0	0	n/a	n/a
Flooding from Rivers or Sea without Defences	0	0	n/a	n/a
Areas Benefiting from Flood Defences	0	0	n/a	n/a
Flood Water Storage Areas	0	0	n/a	n/a
Flood Defences	0	0	n/a	n/a
River Quality Biology Sampling Points	0	0	0	0
River Quality Chemistry Sampling Points	0	0	0	0

Sensitivity	On Site	0-250m	250-500m	500-1000m
Pathways and Receptors	4	0	2	0
Environmentally Sensitive Receptors				
Areas of Outstanding Natural Beauty	0	0	0	0
Environmentally Sensitive Areas	0	0	0	0
Local Nature Reserves	0	0	0	0
National Nature Reserves	0	0	0	0
Nearest Surface Water Feature	1	0	0	0
Ramsar Sites	0	0	0	0
Sites of Special Scientific Interest	0	0	0	0
Source Protection Zones	0	0	1	0
Special Areas of Conservation	0	0	0	0
Licensed Water Abstractions	0	0	1	0
Protected Countryside Areas				
Forest Parks	0	0	0	0
National Parks	0	0	0	0
National Scenic Areas	0	0	0	0
Nitrate Sensitive Areas	0	0	0	n/a
Nitrate Vulnerable Zones	1	0	0	n/a

Other Factors	On Site	0-250m	250-500m	500-1000m
Geological	10	0	0	0
BGS 1:50,000 Geological Mapping Coverage	1	n/a	n/a	n/a
BGS 1:50,000 Mass Movement	0	n/a	n/a	n/a
BGS 1:50,000 Artificial Ground	0	n/a	n/a	n/a
BGS 1:50,000 Superficial Deposits	1	n/a	n/a	n/a
BGS 1:50,000 Bedrock Geology	1	n/a	n/a	n/a
BGS 1:50,000 Faults and Rock Segments	0	n/a	n/a	n/a
Brine Compensation Area	0	0	0	0
Coal Mining Affected Areas	0	0	n/a	n/a
Mining Instability	0	0	n/a	n/a
Man-Made Mining Cavities	0	0	0	0
Natural Cavities	0	0	0	0
Non Coal Mining Areas of Great Britain	0	0	n/a	n/a
Radon Potential - Radon Protected Areas	1	0	n/a	n/a
Radon Potential - Radon Protection Measures	1	0	n/a	n/a
Potential for Collapsible Ground Stability Hazards	1	0	n/a	n/a
Potential for Compressible Ground Stability Hazards	1	0	n/a	n/a
Potential for Ground Dissolution Stability Hazards	0	0	n/a	n/a
Potential for Landslide Ground Stability Hazards	1	0	n/a	n/a
Potential for Running Sand Ground Stability Hazards	1	0	n/a	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	0	n/a	n/a









Landfill Map



General		Waste/Landfill Sites	
Site Boundary	Local Authority Recorded Landfill Site	DfS Recorded Landfill Site	
Area of Interest	Local Authority Recorded Landfill Site (Point)	Licensed Waste Management Facilities (Landfill)	
Locating Point (Point)	Registered Landfill Site	Registered Landfill Site (Point)	
Site Lines Number	Registered Landfill Site (Point Bufferred to 100m)	Licensed Waste Management Facilities (Point)	
	Registered Landfill Site (Point Bufferred to 250m)	DfS Recorded Landfill Site (Point)	

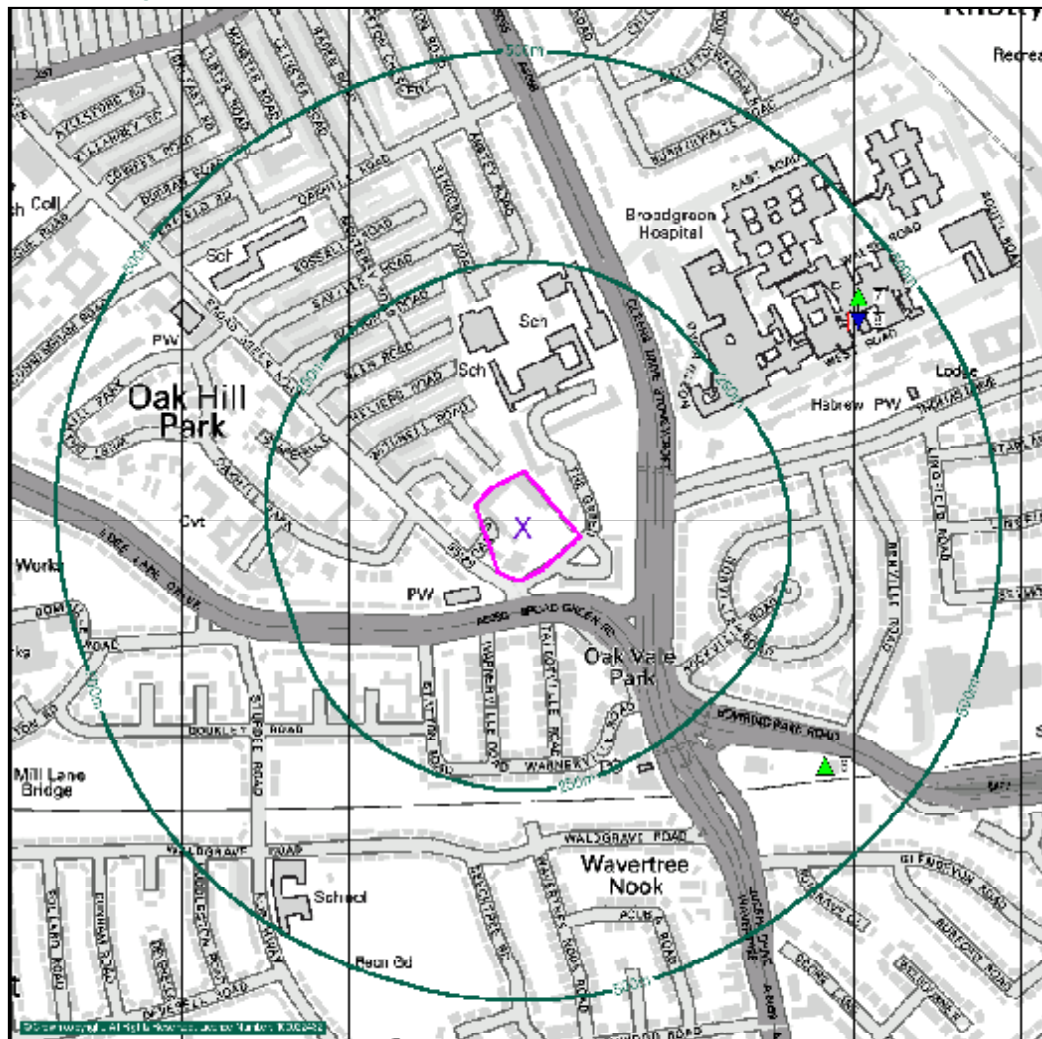
Sources	Ref No.	Search Buffer	Direction
Landfill Sites			
Local Authority Landfill Coverage			
Name: Merseyside Waste Disposal Authority - Has supplied landfill data Contact Ref: 5	-	On Site	W
Name: Liverpool City Council - Has no landfill data to supply Contact Ref: 3	-	On Site	W
Name: Knowsley Metropolitan Borough Council - Has supplied landfill data Contact Ref: 6	-	500-1000m	E
Licensed Waste Management Facilities (Locations)			
Licence Number: 54255 Location: Land/premises At, Thomas Drive, Liverpool, Merseyside, L14 3LB Operator Name: Broadgreen Hospital Operator Location: Not Supplied Authority: Environment Agency - North West Region, North Area Site Category: Clinical Waste Transfer Stations Licence Status: Issued Issued: 21st January 1992 Last Modified: Not Supplied Expires: Not Supplied Suspended: Not Supplied Revoked: Not Supplied Surrendered: Not Supplied IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 100m Contact Ref: 2 Distance: 660m Grid Reference: 340500, 391100	3	500-1000m	NE
Licence Number: 54256 Location: Off Rathbone Road, Liverpool, Merseyside, L13 1EL Operator Name: Liverpool City Council Operational Services Directorate Operator Location: Not Supplied Authority: Environment Agency - North West Region, North Area Site Category: Transfer Stations Taking Non-biodegradable Wastes Licence Status: Surrendered Issued: 14th April 1992 Last Modified: Not Supplied Expires: Not Supplied Suspended: Not Supplied Revoked: Not Supplied Surrendered: 27th January 2000 IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 100m Contact Ref: 2 Distance: 852m Grid Reference: 339100, 390600	4	500-1000m	W

Map of the area around Oak Hill Park, showing concentric green circles representing distances of 100m, 250m, and 500m from the park. A pink 'X' marks the location of Oak Hill Park. Other landmarks include Old Swan, Little Borge, Knotty Ash, Broad Green, and Victoria Park. A legend at the bottom indicates that the pink 'X' represents Oak Hill Park.

General	Registered Waste
 Site Boundary	 Registered Waste Treatment or Disposal Site
 Stream Buffer	 Registered Waste Transfer Site
 Leaking Contained Port	 Registered Waste Treatment or Disposal Site (Closed)
 Reference number	 Registered Waste Transfer Site (Closed)

Sources	Ref No.	Search Buffer	Direction
Waste Sites			
Registered Waste Treatment or Disposal Sites			
Licence Holder: Broadgreen Hospital Nhs Trust Licence Reference: 30358 (358/02) Site Location: Broadgreen Hospital, Thomas Drive, Liverpool, Mersey Operator Location: Thomas DriveLIVERPOOLMerseysideL14 3BL Authority: Environment Agency - North West Region, Central Area Site Category: Storage Maximum Input Rate: Very Small (Less than 10,000 tonnes per year) Waste Source: Waste produced/controlled by licence holder Restrictions: Licence Status: Operational as far as is knownOperational Dated: 21st January 1992 Preceded by Licence: Not Given Superceded by Licence: Not Given Positional Accuracy: Manually positioned to the address or location Boundary Quality: Not Supplied Authorised Waste: Clinical - As In Coll/Disp.Reg's Of '88 Commercial Waste From Healthcare Act'S Confidential Documents Low-Level Radioactive Wastes Max.Storage In Licence Max.Waste Permitted By Licence Medical Wastes Waste From Pathology Labs Prohibited Waste: Batteries Containing Toxic Metals Special Wastes Contact Ref: 2 Distance: 455m Grid Reference: 340400, 390900	5	250-500m	NE

Statutory Authorisations Map

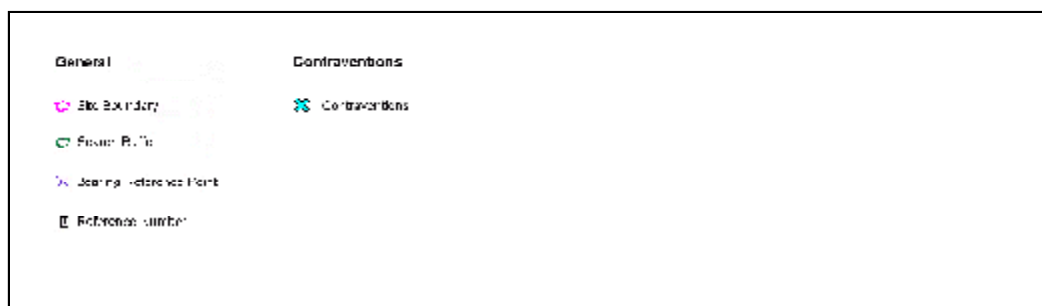
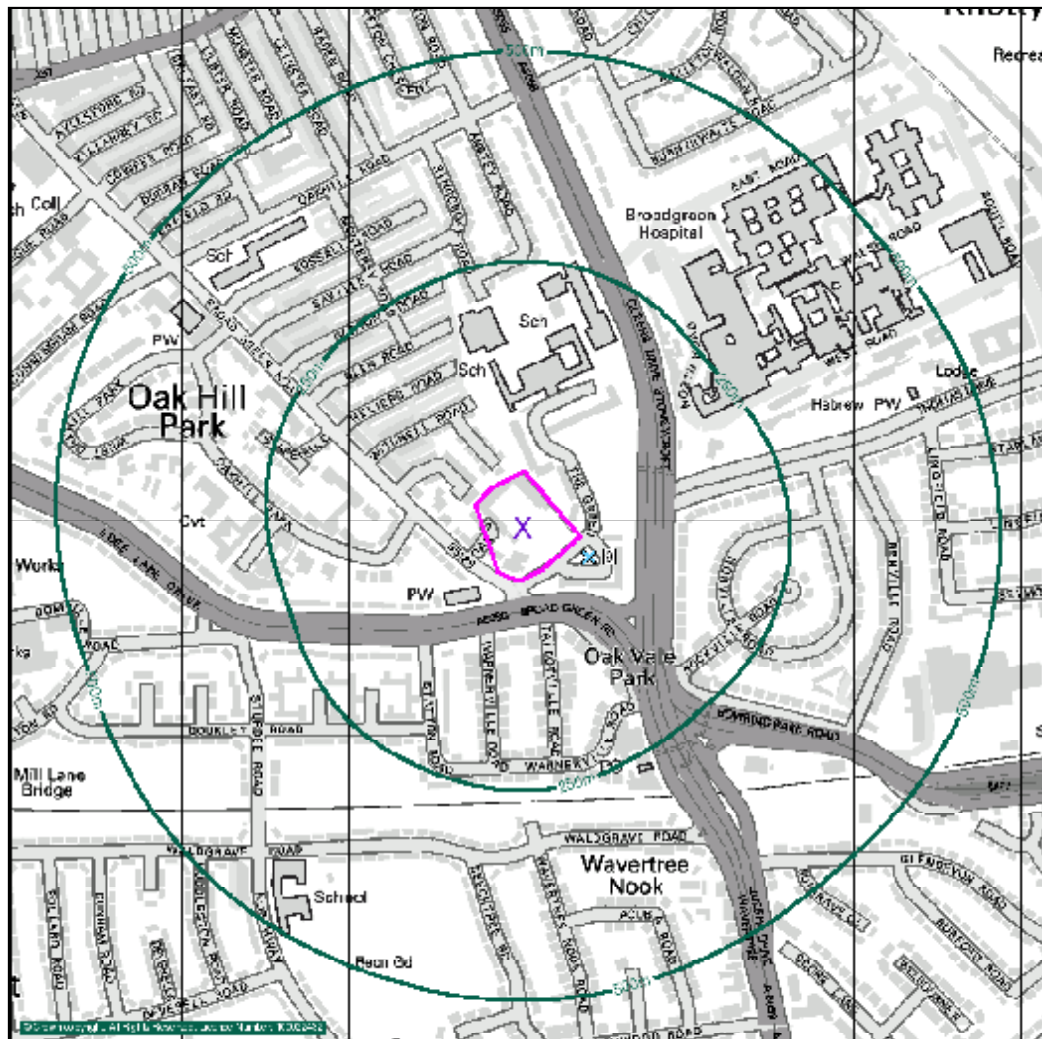


General	Statutory Authorisations
Site Boundary	Contaminated Land Register Entry or Notice
100m Buffer	Contaminated Land Register Entry or Notice (Field)
Existing Refuse Transfer	New Authority Pollution Prevention and Control
Refuse Transfer Station	Registered Refuse Transfer Station

Sources		Ref No.	Search Buffer	Direction
Statutory Authorisations				
Local Authority Pollution Prevention and Controls				
Name: Total Service Station Location: 32 Bowring Park Road, Broad Green, Liverpool, L14 3NL Authority: Liverpool City Council, Liverpool Environmental Health & Trading Standards Division Permit Reference: 148 Dated: 27th October 1998 Process Type: Local Authority Pollution Prevention and Control Description: PG1/14 Petrol filling station Status: Authorisation revokedRevoked Positional Accuracy: Automatically positioned to the address Contact Ref: 3 Distance: 402m Grid Reference: 340366, 390305		6	250-500m	SE
Name: Broadgreen Hospital NHS Trust Location: Thomas Drive, LIVERPOOL, Merseyside, L14 3LB Authority: Liverpool City Council, Liverpool Environmental Health & Trading Standards Division Permit Reference: 518 Dated: 14th May 1993 Process Type: Local Authority Air Pollution Control Description: PG5/1 Clinical waste incineration processes under 1 tonne an hour Status: Authorisation revokedRevoked Positional Accuracy: Automatically positioned to the address Contact Ref: 3 Distance: 436m Grid Reference: 340406, 390863		7	250-500m	NE
Registered Radioactive Substances				
Name: Royal Liverpool And Broadgreen University Hospitals Nhs Trust Location: Broadgreen Hospital, Integrated Radiological Services Ltd, Thomas Drive, LIVERPOOL, Merseyside, L14 3LB Authority: Environment Agency, North West Region Permit Reference: AR9737 Dated: 29th March 1995 Process Type: Authorisation under S13 RSA for the disposal of Radioactive waste (was RSA60 S7) Description: Authorisation under RSA Status: Authorisation either revoked or cancelledCancelled Positional Accuracy: Automatically positioned to the address Contact Ref: 2 Distance: 429m Grid Reference: 340406, 390853		8	250-500m	NE

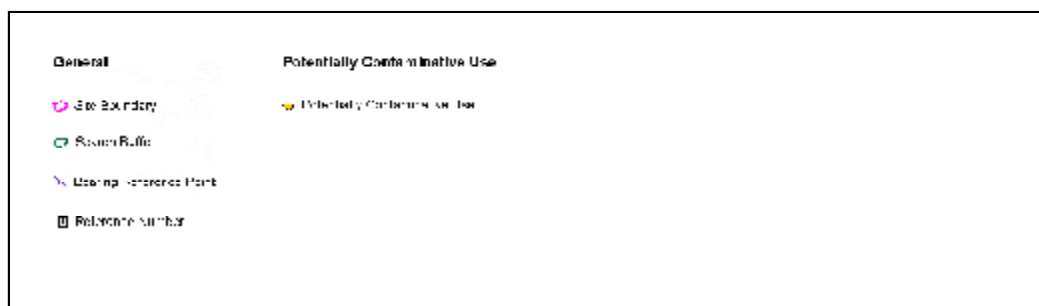
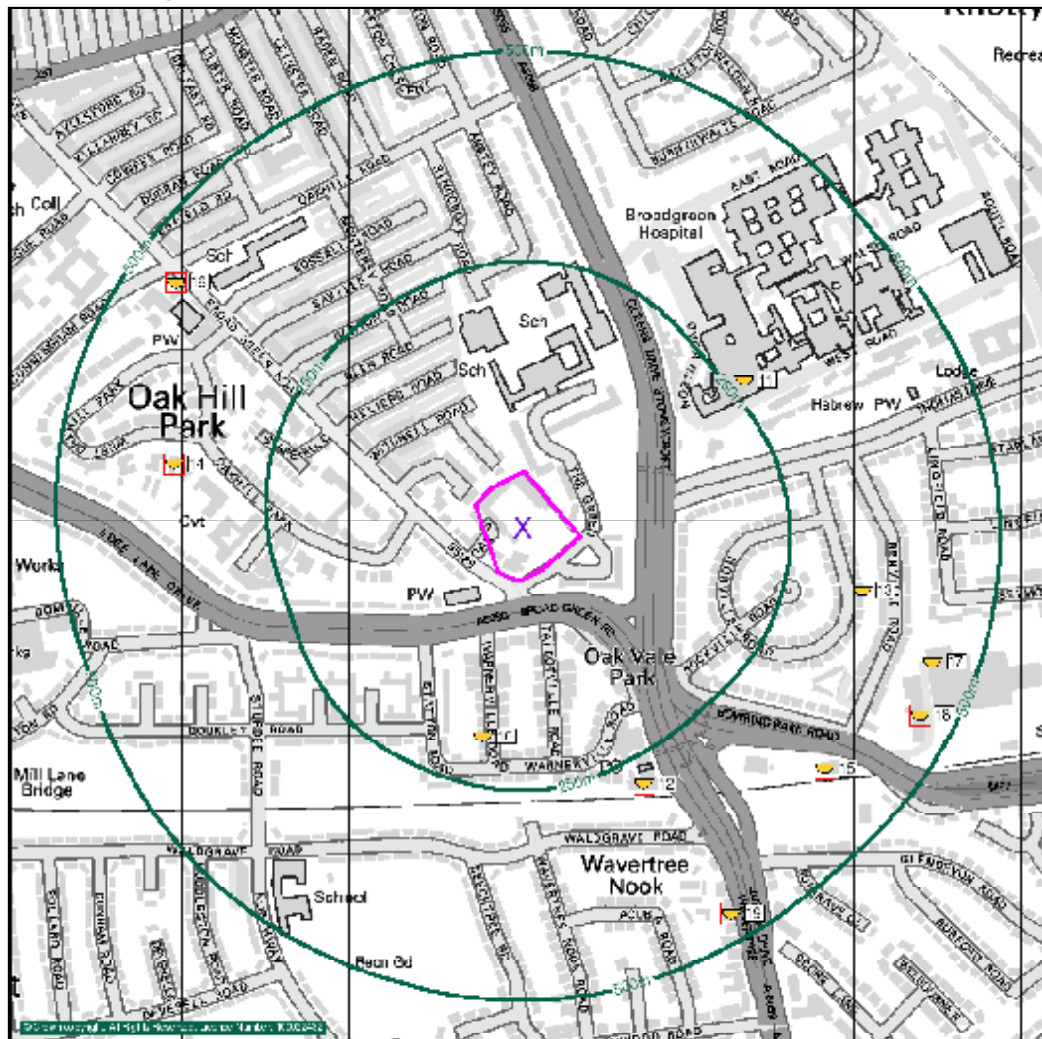
Sources		Ref No.	Search Buffer	Direction
Statutory Authorisations				
Registered Radioactive Substances				
Name: Royal Liverpool And Broadgreen University Hospitals Nhs Trust Location: Thomas Drive, Liverpool, Merseyside, L14 3LB Authority: Environment Agency, North West Region Permit Reference: Bw5594 Dated: 1st December 2003 Process Type: Authorisation under S13 RSA for the disposal of Radioactive waste (was RSA60 S7) Description: Minor variation to authorisation under RSA Status: Application has been authorised and any conditions apply to the operator Positional Accuracy: Automatically positioned to the address Contact Ref: 2 Distance: 432m Grid Reference: 340406, 390858		8	250-500m	NE
Name: Royal Liverpool And Broadgreen University Hospitals Nhs Trust Location: Broadgreen Hospital, Thomas Drive, LIVERPOOL, Merseyside, L14 3LB Authority: Environment Agency, North West Region Permit Reference: AB9518 Dated: 31st March 1991 Process Type: Authorisation under S13 RSA for the disposal of Radioactive waste (was RSA60 S7) Description: Authorisation under RSA Status: Authorisation superseded by a substantial or non substantial variation Positional Accuracy: Automatically positioned to the address Contact Ref: 2 Distance: 432m Grid Reference: 340406, 390858		8	250-500m	NE
Name: Royal Liverpool And Broadgreen University Hospitals Nhs Trust Location: Broadgreen Hospital, LIVERPOOL, Merseyside, L14 3LB Authority: Environment Agency, North West Region Permit Reference: AL0362 Dated: 30th January 1996 Process Type: Authorisation under S13 RSA for the disposal of Radioactive waste (was RSA60 S7) Description: Minor variation to authorisation under RSA Status: Authorisation superseded by a substantial or non substantial variation Positional Accuracy: Unknown Contact Ref: 2 Distance: 439m Grid Reference: 340411, 390863		8	250-500m	NE

Contraventions Map



Sources		Ref No.	Search Buffer	Direction
Contraventions				
Substantiated Pollution Incident Register				
Authority:	Environment Agency - North West Region, South Area	9	0-250m	SE
Incident Date:	7th October 2004			
Incident Reference:	270682			
Water Impact:	Category 4 - No Impact			
Air Impact:	Category 4 - No Impact			
Land Impact:	Category 2 - Significant Incident			
Positional Accuracy:	Located by supplier to within 10m			
Pollutant:	Specific Waste Materials: Household Waste			
Contact Ref:	2			
Distance:	25m			
Grid Reference:	340085, 390557			

Potentially Contaminative Use Map

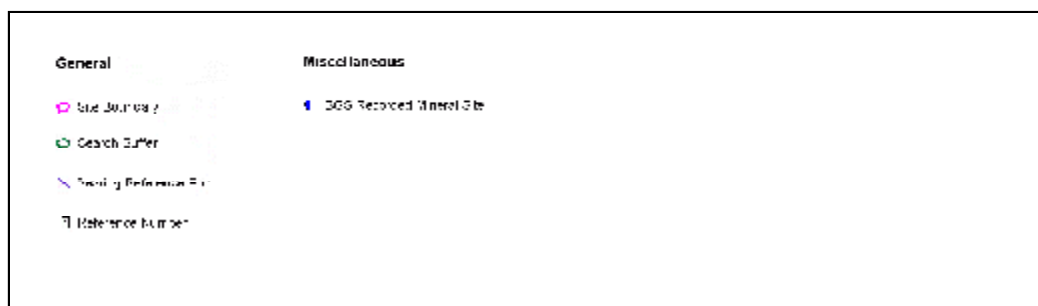
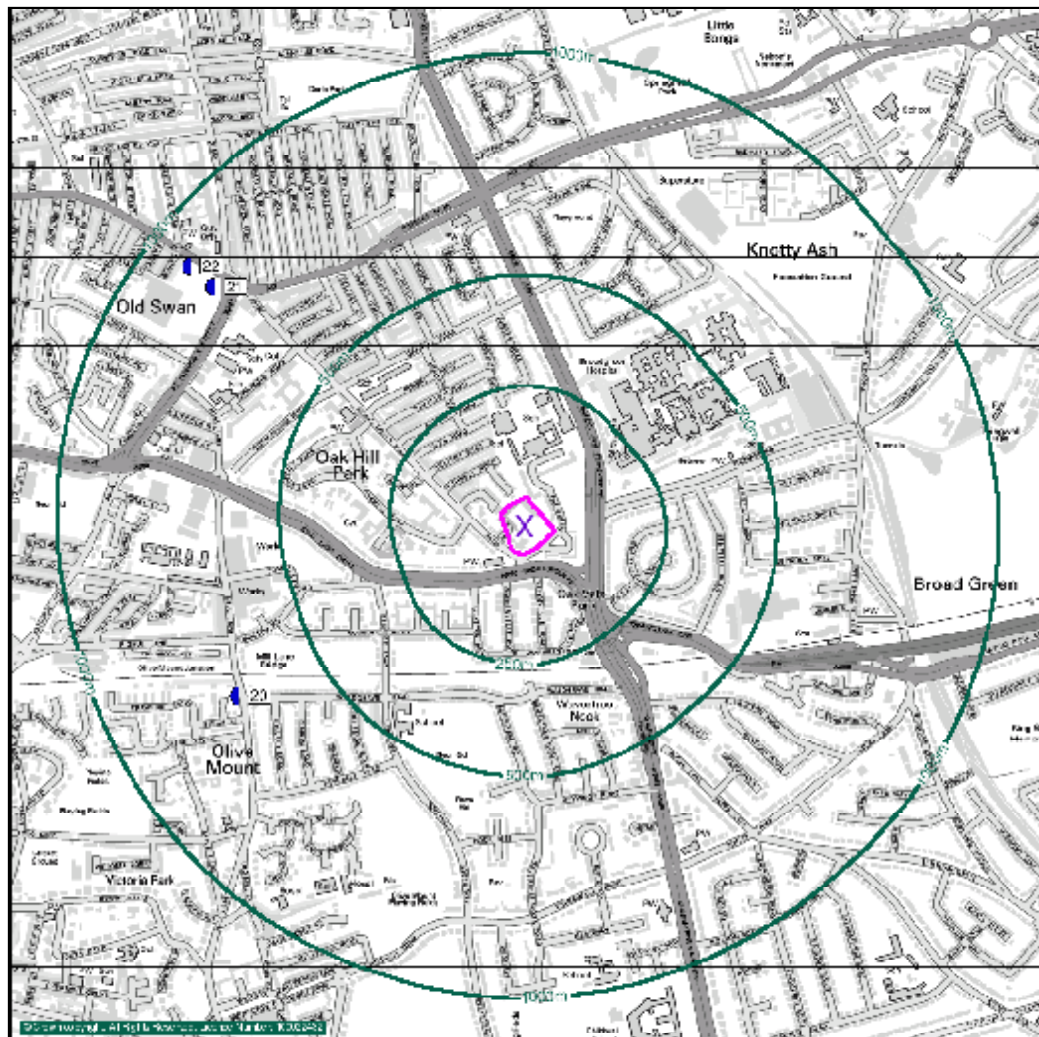


Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Contemporary Trade Directory Entries				
Name: Appliance Repairs Location: 28, Warnerville Road, LIVERPOOL, L13 4BG Classification: Domestic Appliances - Servicing, Repairs & Parts Status: Active Positional Accuracy: Automatically positioned to the address Distance: 192m Grid Reference: 339958, 390344		10	0-250m	S
Name: The Liverpool Heart & Chest Foundation Trust Location: Thomas Drive, Liverpool, L14 3PE Classification: Hospitals Status: Active Positional Accuracy: Manually positioned to the address or location Distance: 270m Grid Reference: 340270, 390767		11	250-500m	NE
Name: I Naisby Ltd Location: Hoover Service Centre, 814-816, Queens Drive, Stoneycroft, Liverpool, L13 4BT Classification: Domestic Appliances - Servicing, Repairs & Parts Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 275m Grid Reference: 340157, 390299		12	250-500m	SE
Name: Fireside World Location: 818, Queens Drive, Stoneycroft, Liverpool, Merseyside, L13 4BT Classification: Fireplaces & Mantelpieces Status: Active Positional Accuracy: Manually positioned to the address or location Distance: 283m Grid Reference: 340151, 390287		12	250-500m	SE
Name: Sparkles Location: 37, Norville Road, Liverpool, L14 3LU Classification: Cleaning Services - Domestic Status: Active Positional Accuracy: Automatically positioned to the address Distance: 342m Grid Reference: 340411, 390517		13	250-500m	E
Name: Northern Door Spring Co Location: Oakdene, West Oakhill Park, Liverpool, L13 4BW Classification: Door & Gate Operating Equipment Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 363m Grid Reference: 339591, 390668		14	250-500m	W
Name: K & S Fire Protection Location: 19, Poulevara House, West Oakhill Park, Liverpool, L13 4BW Classification: Firefighting Equipment Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 384m Grid Reference: 339572, 390675		14	250-500m	W

Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Contemporary Trade Directory Entries				
Name: Bowring Park F Location: Bowring Park Filling Station, 32, Bowring Park Road, Liverpool, L14 3PA Classification: Petrol Filling Stations - 24 Hour Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 402m Grid Reference: 340366, 390305		15	250-500m	SE
Name: Broadgreen Building Supplies Location: 30-30a, Broad Green Road, Liverpool, L13 5SH Classification: Builders' Merchants Status: Active Positional Accuracy: Automatically positioned to the address Distance: 445m Grid Reference: 339594, 390884		16	250-500m	NW
Name: Broadgreen Building Supplies Location: 30-30a, Broad Green Road, Liverpool, L13 5SH Classification: Builders' Merchants Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 445m Grid Reference: 339594, 390884		16	250-500m	NW
Name: Total Location: Unit R1 B, Rocket Trading Centre, Bowring Park Road, Liverpool, L14 3NL Classification: Petrol Filling Stations Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 446m Grid Reference: 340495, 390432		17	250-500m	E
Name: Gee Electronic Enterprises Location: Unit O, Rocket Trading Centre, Bowring Park Road, Liverpool, Merseyside, L14 3NZ Classification: Electronic Engineers Status: Active Positional Accuracy: Automatically positioned to the address Distance: 450m Grid Reference: 340478, 390381		18	250-500m	SE
Name: J B Asphalt Location: Unit P, Rocket Trading Centre, Bowring Park Road, Liverpool, L14 3NZ Classification: Asphalt & Coated Macadam Laying Contractors Status: Active Positional Accuracy: Automatically positioned to the address Distance: 457m Grid Reference: 340480, 390369		18	250-500m	SE

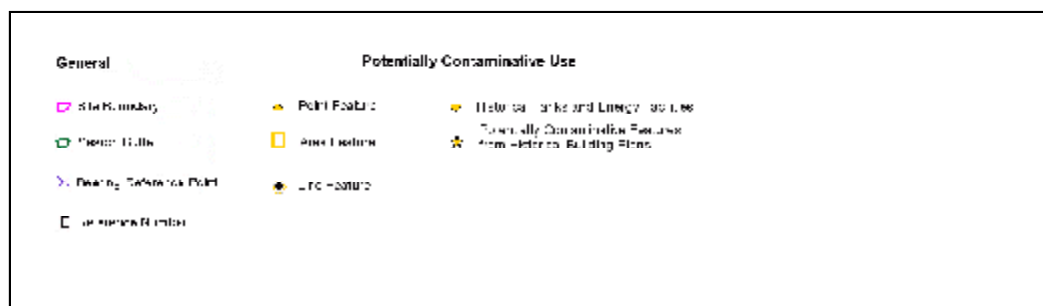
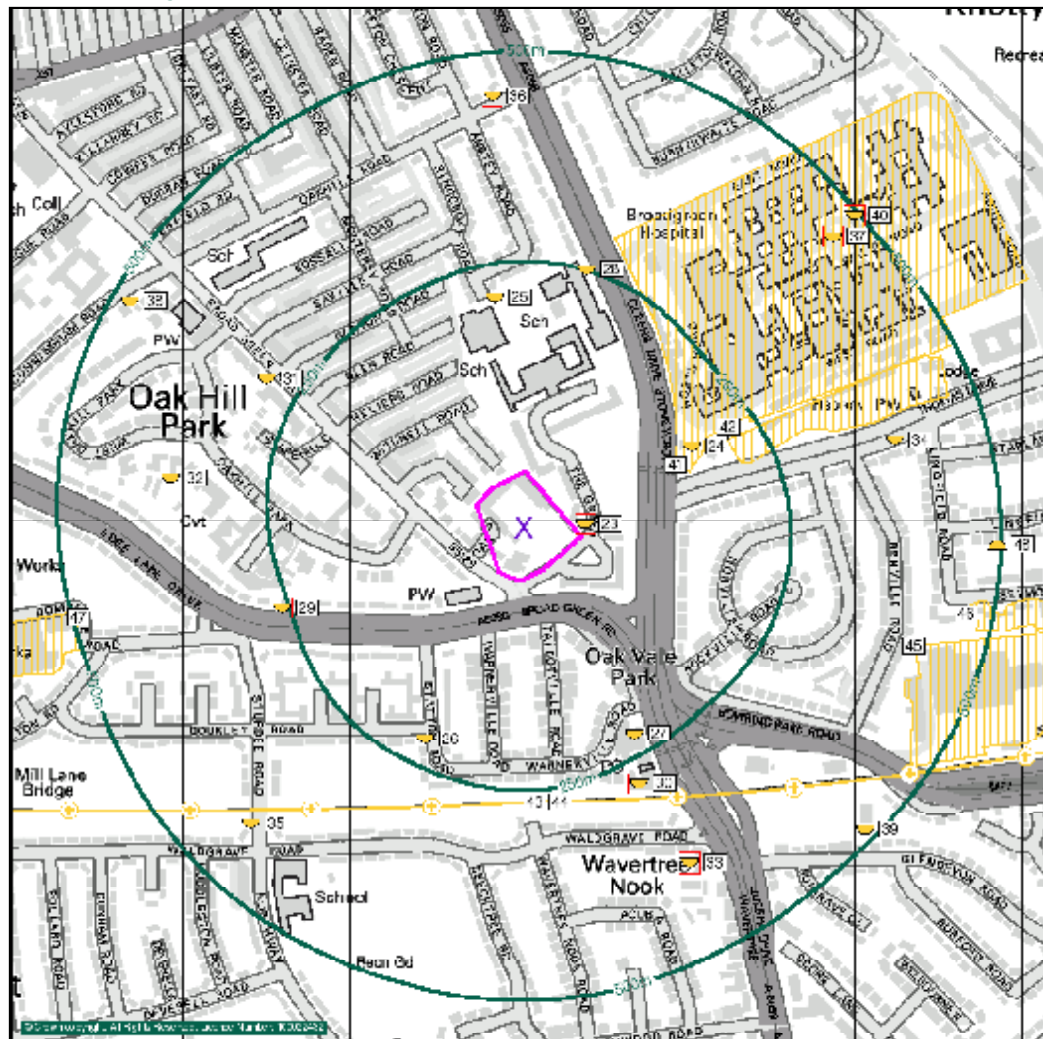
Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Contemporary Trade Directory Entries				
Name: A 1 Tills Direct Location: 18, Queens Drive, Wavertree, Liverpool, L15 7NE Classification: Cash Registers & Check-Out Equipment Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 467m Grid Reference: 340254, 390133		19	250-500m	SE
Name: Autostyle Wheels Direct Ltd Location: 20, Queens Drive, Wavertree, Liverpool, L15 7NE Classification: Alloys Status: Active Positional Accuracy: Automatically positioned to the address Distance: 467m Grid Reference: 340254, 390133		19	250-500m	SE
Name: A1 Tills Direct Location: 18, Queens Drive, Wavertree, Liverpool, Merseyside, L15 7NE Classification: Cash Registers & Check-Out Equipment Status: Inactive Positional Accuracy: Manually positioned to the address or location Distance: 467m Grid Reference: 340254, 390133		19	250-500m	SE
Name: A1 Tills Direct Location: 18, Queens Drive, Wavertree, Liverpool, Merseyside, L15 7NE Classification: Cash Registers & Check-Out Equipment Status: Inactive Positional Accuracy: Manually positioned to the address or location Distance: 467m Grid Reference: 340254, 390133		19	250-500m	SE
Name: V J Webb & Co Location: 28, Queens Drive, Wavertree, Liverpool, L15 7NE Classification: Blacksmiths & Forgemasters Status: Inactive Positional Accuracy: Automatically positioned to the address Distance: 487m Grid Reference: 340257, 390112		19	250-500m	SE
Fuel Station Entries				
Name: Tcs Bowring Park Location: 32 Bowring Park Road, Broad Green, LIVERPOOL, Merseyside, L14 3PA Brand: Total Premises Type: Not Applicable Status: Obsolete Positional Accuracy: Manually positioned to the address or location Distance: 403m Grid Reference: 340368, 390305		15	250-500m	SE

BGS Mineral Map



Sources		Ref No.	Search Buffer	Direction
Miscellaneous				
BGS Recorded Mineral Sites				
Site Name: Sandown Location: Old Swan, Liverpool, Lancashire Source: British Geological Survey, National Geoscience Information Service Reference: 95158 Type: Opencast Status: Ceased Operator: Unknown Operator Operator Location: Not Supplied Periodic Type: Triassic Geology: Chester Pebble Beds Formation Commodity: Sandstone Positional Accuracy: Located by supplier to within 10m Contact Ref: 1 Distance: 708m Grid Reference: 339350, 390211		20	500-1000m	SW
Site Name: New Delf Location: Old Swan, Liverpool, Lancashire Source: British Geological Survey, National Geoscience Information Service Reference: 95157 Type: Opencast Status: Ceased Operator: Unknown Operator Operator Location: Not Supplied Periodic Type: Triassic Geology: Chester Pebble Beds Formation Commodity: Sandstone Positional Accuracy: Located by supplier to within 10m Contact Ref: 1 Distance: 834m Grid Reference: 339296, 391134		21	500-1000m	NW
Site Name: Old Swan Location: Old Swan, Liverpool, Lancashire Source: British Geological Survey, National Geoscience Information Service Reference: 95156 Type: Opencast Status: Ceased Operator: Unknown Operator Operator Location: Not Supplied Periodic Type: Triassic Geology: Chester Pebble Beds Formation Commodity: Sandstone Positional Accuracy: Located by supplier to within 10m Contact Ref: 1 Distance: 902m Grid Reference: 339242, 391176		22	500-1000m	NW

Potentially Contaminative Uses Map



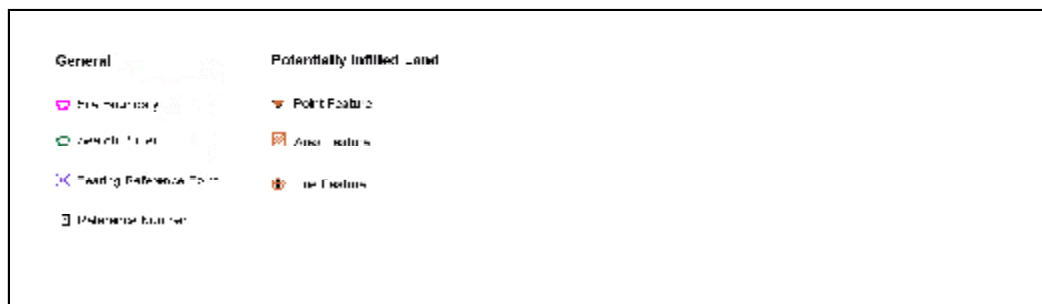
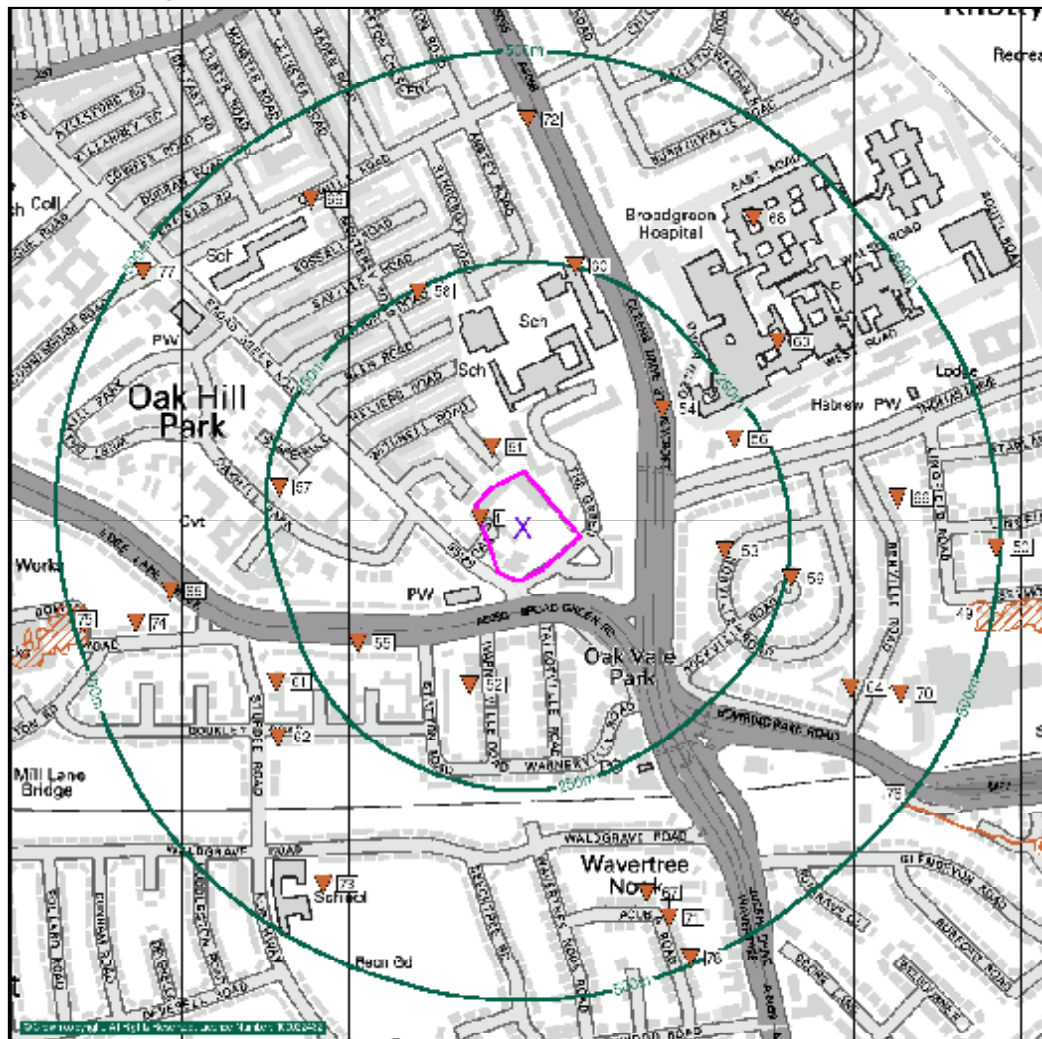
Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Historical Tanks And Energy Facilities				
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1973 11m 340079, 390593	23	0-250m	E
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1954 14m 340079, 390596	23	0-250m	E
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1973 170m 340206, 390689	24	0-250m	NE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 211m 339971, 390866	25	0-250m	N
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 217m 339889, 390341	26	0-250m	SW
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Potential Tanks 1:1,250 1982 224m 340138, 390347	27	0-250m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1973 251m 340081, 390899	28	250-500m	N
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 259m 339715, 390510	29	250-500m	W
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 259m 339719, 390496	29	250-500m	W

Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Historical Tanks And Energy Facilities				
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Potential Tanks 1:1,250 1964 279m 340144, 390288	30	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Potential Tanks 1:2,500 1967 279m 340144, 390287	30	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Potential Tanks 1:1,250 1963 293m 339701, 390769	31	250-500m	NW
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 368m 339585, 390651	32	250-500m	W
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:2,500 1952 390m 340204, 390194	33	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1973 391m 340448, 390697	34	250-500m	E
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1951 394m 340209, 390192	33	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1982 399m 340222, 390193	33	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 421m 339682, 390239	35	250-500m	SW

Sources		Ref No.	Search Buffer	Direction
Potentially Contaminative Uses				
Historical Tanks And Energy Facilities				
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1967 447m 339970, 391104	36	250-500m	N
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:2,500 1970 449m 339969, 391105	36	250-500m	N
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Tanks 1:2,500 1952 460m 340373, 390940	37	250-500m	NE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Tanks 1:1,250 1951 461m 340375, 390939	37	250-500m	NE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Tanks 1:1,250 1966 - 1973 462m 340369, 390948	37	250-500m	NE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Tanks 1:2,500 1967 463m 340370, 390949	37	250-500m	NE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1974 480m 339537, 390862	38	250-500m	NW
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Electrical Sub Station Facilities 1:1,250 1982 486m 340413, 390232	39	250-500m	SE
Use: Mapping Scale: Date of Mapping: Distance: Grid Reference:	Tanks 1:1,250 1966 - 1973 491m 340401, 390955	40	250-500m	NE

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Use: Tanks Mapping Scale: 1:2,500 Date of Mapping: 1967 Distance: 491m Grid Reference: 340400, 390956	40	250-500m	NE
Historical Building Plan Extents			
No Data Available	-		-
Potentially Contaminative Industrial Uses (Past Land Use)			
Use: Hospitals Date of Mapping: 1909 - 1990 Distance: 142m Grid Reference: 340187, 390667	41	0-250m	NE
Use: Cemetery or Graveyard Date of Mapping: 1909 - 1990 Distance: 209m Grid Reference: 340249, 390696	42	0-250m	NE
Use: Railways Date of Mapping: 1851 - 1990 Distance: 264m Grid Reference: 340020, 390266	43	250-500m	S
Use: Railways Date of Mapping: 1851 - 1990 Distance: 267m Grid Reference: 340050, 390266	44	250-500m	S
Use: Factory or works - use not specified Date of Mapping: 1956 - 1990 Distance: 417m Grid Reference: 340470, 390451	45	250-500m	E
Use: Quarrying of sand & clay, operation of sand & gravel pits Date of Mapping: 1909 Distance: 467m Grid Reference: 340533, 390489	46	250-500m	E
Use: Factory or works - use not specified Date of Mapping: 1990 Distance: 494m Grid Reference: 339477, 390485	47	250-500m	W
Use: Quarrying of sand & clay, operation of sand & gravel pits Date of Mapping: 1928 Distance: 496m Grid Reference: 340570, 390572	48	250-500m	E

Potentially Infilled Land Map



Sources		Ref No.	Search Buffer	Direction
Potentially Infilled Land				
Potentially Infilled Land (Non-Water)				
Use: Unknown Filled Ground (Pit, quarry etc) Date of Mapping: 1990 Distance: 467m Grid Reference: 340533, 390489		49	250-500m	E
Use: Unknown Filled Ground (Pit, quarry etc) Date of Mapping: 1990 Distance: 496m Grid Reference: 340570, 390572		50	250-500m	E
Potentially Infilled Land (Water)				
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1851 Distance: 0m Grid Reference: 339955, 390606		1	On Site	W
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1909 Distance: 47m Grid Reference: 339970, 390692		51	0-250m	N
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1851 Distance: 134m Grid Reference: 339943, 390408		52	0-250m	S
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1909 Distance: 173m Grid Reference: 340247, 390568		53	0-250m	E
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1909 Distance: 176m Grid Reference: 340172, 390737		54	0-250m	NE
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1909 Distance: 186m Grid Reference: 339810, 390458		55	0-250m	SW
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1851 Distance: 220m Grid Reference: 340258, 390702		56	0-250m	NE
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1851 Distance: 236m Grid Reference: 339717, 390643		57	0-250m	W
Use: Unknown Filled Ground (Pond, marsh, river, stream, dock etc) Date of Mapping: 1909 Distance: 252m Grid Reference: 339881, 390876		58	250-500m	NW

Sources		Ref No.	Search Buffer	Direction
Potentially Infilled Land				
Potentially Infilled Land (Water)				
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 255m 340325, 390535	59	250-500m	E
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 256m 340069, 390907	60	250-500m	N
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 294m 339713, 390411	61	250-500m	SW
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 326m 339715, 390346	62	250-500m	SW
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 332m 340310, 390817	63	250-500m	NE
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 368m 340397, 390404	64	250-500m	SE
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 379m 339586, 390520	65	250-500m	W
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 381m 340452, 390631	66	250-500m	E
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 397m 340153, 390161	67	250-500m	S
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1894 409m 340281, 390964	68	250-500m	NE
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 409m 339754, 390986	69	250-500m	NW

Sources		Ref No.	Search Buffer	Direction
Potentially Infilled Land				
Potentially Infilled Land (Water)				
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 409m 340442, 390401	70	250-500m	SE
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 415m 340180, 390153	71	250-500m	S
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 423m 340012, 391081	72	250-500m	N
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 423m 339769, 390171	73	250-500m	SW
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 429m 339546, 390482	74	250-500m	W
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 484m 339486, 390482	75	250-500m	W
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1928 484m 340449, 390276	76	250-500m	SE
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1909 487m 339554, 390900	77	250-500m	NW
Use: Date of Mapping: Distance: Grid Reference:	Unknown Filled Ground (Pond, marsh, river, stream, dock etc) 1851 489m 340206, 390084	78	250-500m	S

Map Details

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

1:1,250	Mapsheet	Published
Ordnance Survey Plan	SJ3990NE	1950
Ordnance Survey Plan	SJ4090NW	1951
Ordnance Survey Plan	SJ4090NW	1954
Ordnance Survey Plan	SJ3990NE	1963
Ordnance Survey Plan	SJ4090NW	1966
Ordnance Survey Plan	SJ4090NW	1973
Ordnance Survey Plan	SJ3990NE	1974
1:2,500	Mapsheet	Published
Ordnance Survey Plan	SJ3990	1951
Ordnance Survey Plan	SJ4090	1952
Ordnance Survey Plan	SJ4090	1967
Ordnance Survey Plan	SJ3990	1968

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

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SJ48NW	1982
Ordnance Survey Plan	SJ38NE	1989
Ordnance Survey Plan	SJ39SE	1990
Ordnance Survey Plan	SJ49SW	1990
1:10,560	Mapsheet	Published
Lancashire And Furness	106_00	1851
Lancashire And Furness	106_00	1851
Cheshire	014_00	1881
Cheshire	014_00	1881
Lancashire And Furness	106_SE	1894
Lancashire And Furness	106_SE	1894
Lancashire And Furness	106_SE	1909
Lancashire And Furness	106_SE	1909
Lancashire And Furness	106_SE	1928
Lancashire And Furness	106_SE	1928
Ordnance Survey Plan	SJ38NE	1956

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

1:10,560	Mapsheet	Published
Ordnance Survey Plan	SJ38NE	1956
Ordnance Survey Plan	SJ48NW	1956
Ordnance Survey Plan	SJ48NW	1956
Ordnance Survey Plan	SJ49SW	1956
Ordnance Survey Plan	SJ49SW	1956
Ordnance Survey Plan	SJ39SE	1957
Ordnance Survey Plan	SJ39SE	1957

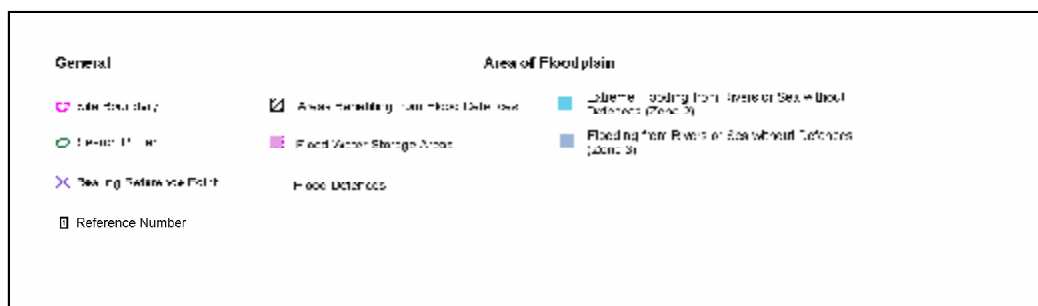
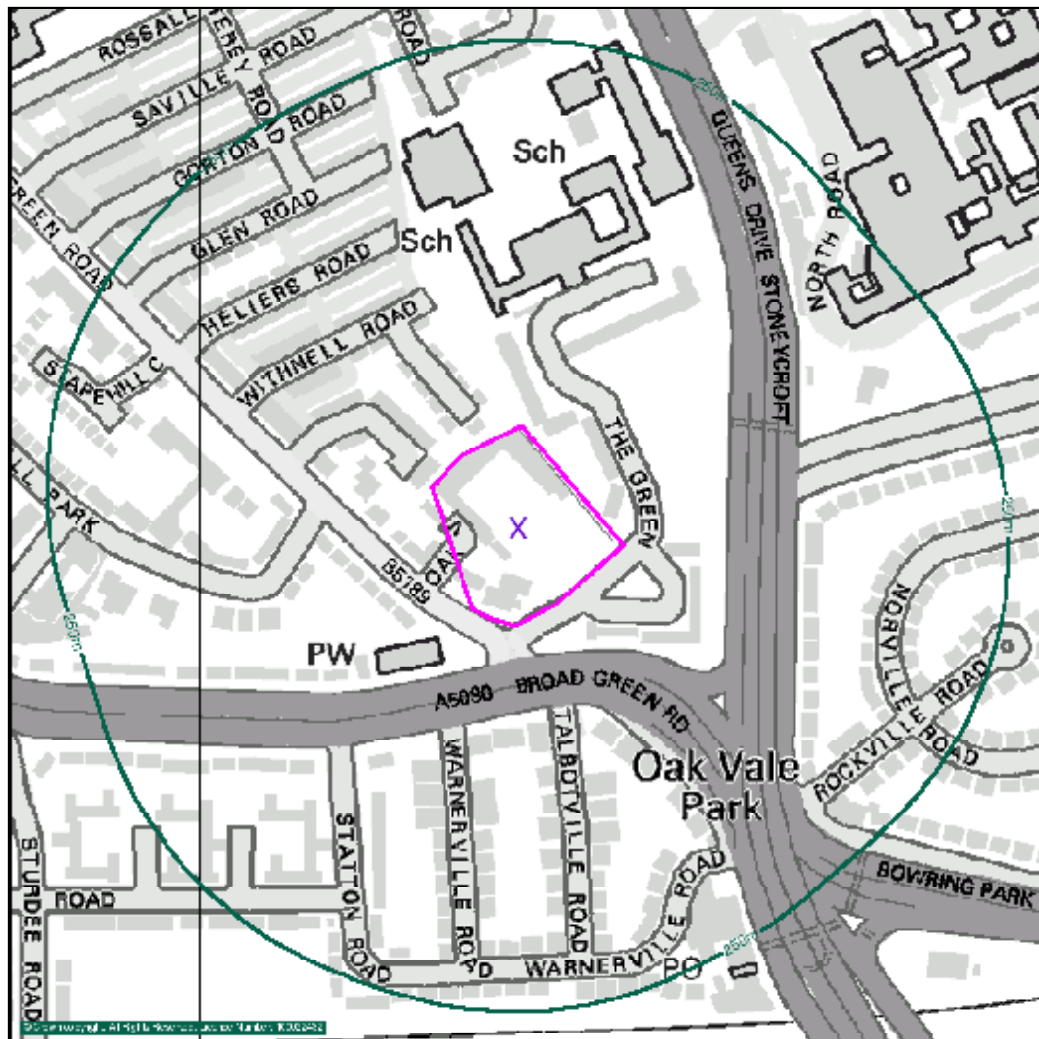
The following maps have also been reviewed by RPS during the Risk Assessment process

1:2,500	Mapsheet	Published
Lancashire And Furness	106_12	1893
Lancashire And Furness	106_16	1893
Lancashire And Furness	106_12	1908
Lancashire And Furness	106_16	1908
Lancashire And Furness	106_12	1927
Lancashire And Furness	106_16	1927
Lancashire And Furness	106_12	1937

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SJ48NW	1974
Ordnance Survey Plan	SJ39SE	1977
Ordnance Survey Plan	SJ38NE	1978
Ordnance Survey Plan	SJ49SW	1978
Ordnance Survey Plan	SJ39SE	1983
Ordnance Survey Plan	SJ38NE	1987

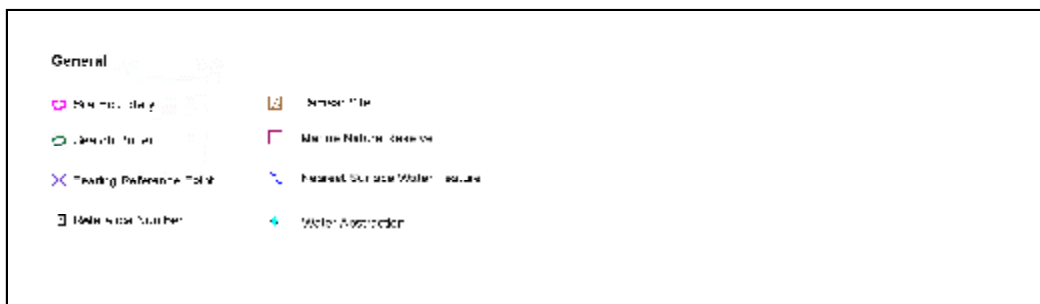
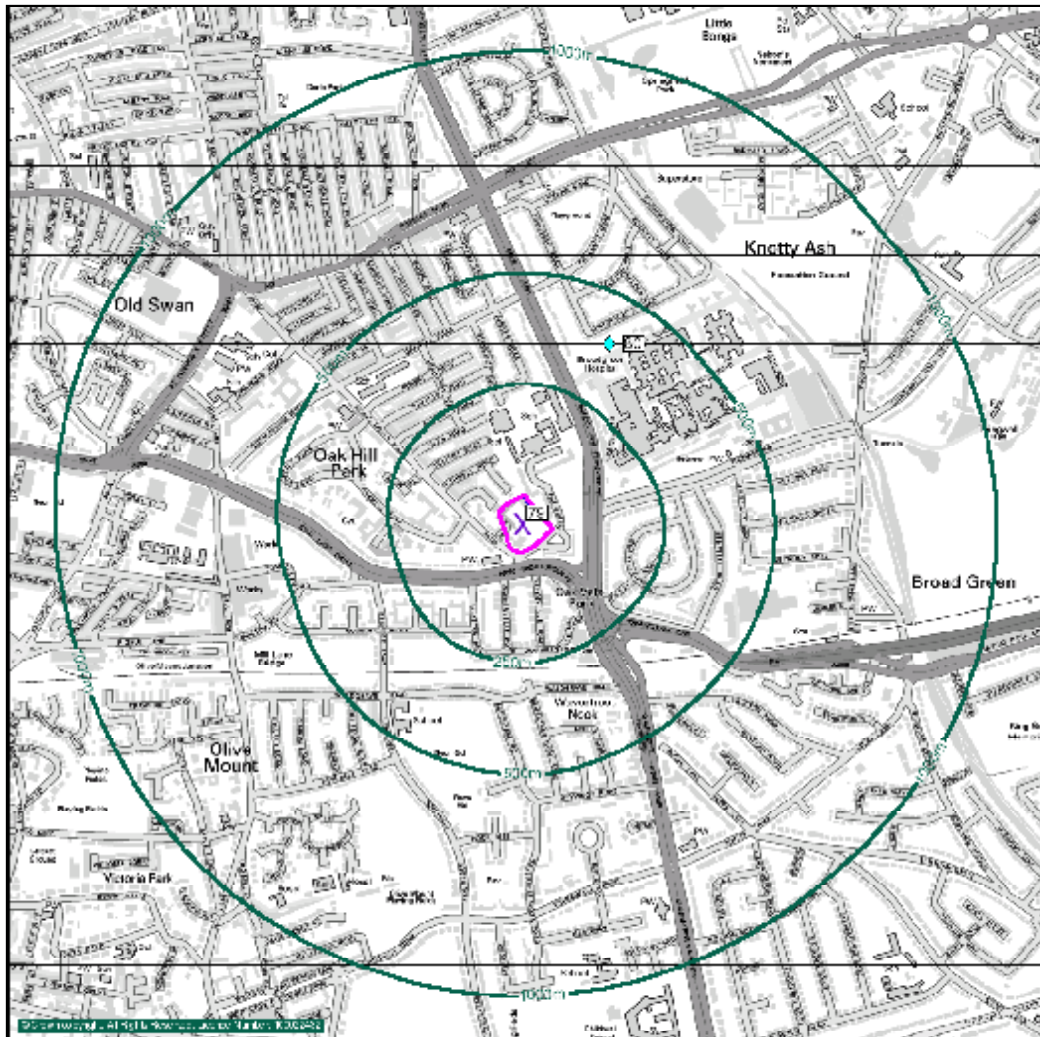
1:10,560	Mapsheet	Published
Ordnance Survey Plan	SJ49SW	1965
Ordnance Survey Plan	SJ49SW	1965
Ordnance Survey Plan	SJ38NE	1967
Ordnance Survey Plan	SJ38NE	1967
Ordnance Survey Plan	SJ48NW	1967
Ordnance Survey Plan	SJ48NW	1967
Ordnance Survey Plan	SJ39SE	1968
Ordnance Survey Plan	SJ39SE	1968

Flood Map



Pathways and Receptors		Ref No.	Search Buffer	Direction
Pathways				
Groundwater Vulnerability				
Geological Classification: Soil Classification: Map Sheet: Scale: Contact Ref: Distance: Grid Reference:	Major Aquifer (Highly permeable) - These are highly permeable formations usually with a known or probable presence of significant fracturing. They may be highly productive and able to support large abstractions for public water supply and other purposes Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise Sheet 16 West Cheshire 1:100,000 2 0m 340007, 390592	-	On Site	W
Drift Deposits				
Drift Deposit: Map Sheet: Scale: Contact Ref: Distance: Grid Reference:	Low permeability drift deposits occurring at the surface and overlying Major and Minor Aquifers are head, clay-with-flints, brickearth, peat, river terrace deposits and marine and estuarine alluvium Sheet 16 West Cheshire 1:100,000 2 0m 340007, 390592	-	On Site	W
Extreme Flooding from Rivers or Sea without Defences				
None		-		-
Flooding from Rivers or Sea without Defences				
None		-		-
Areas Benefiting from Flood Defences				
None		-		-
Flood Water Storage Areas				
None		-		-
Flood Defences				
None		-		-

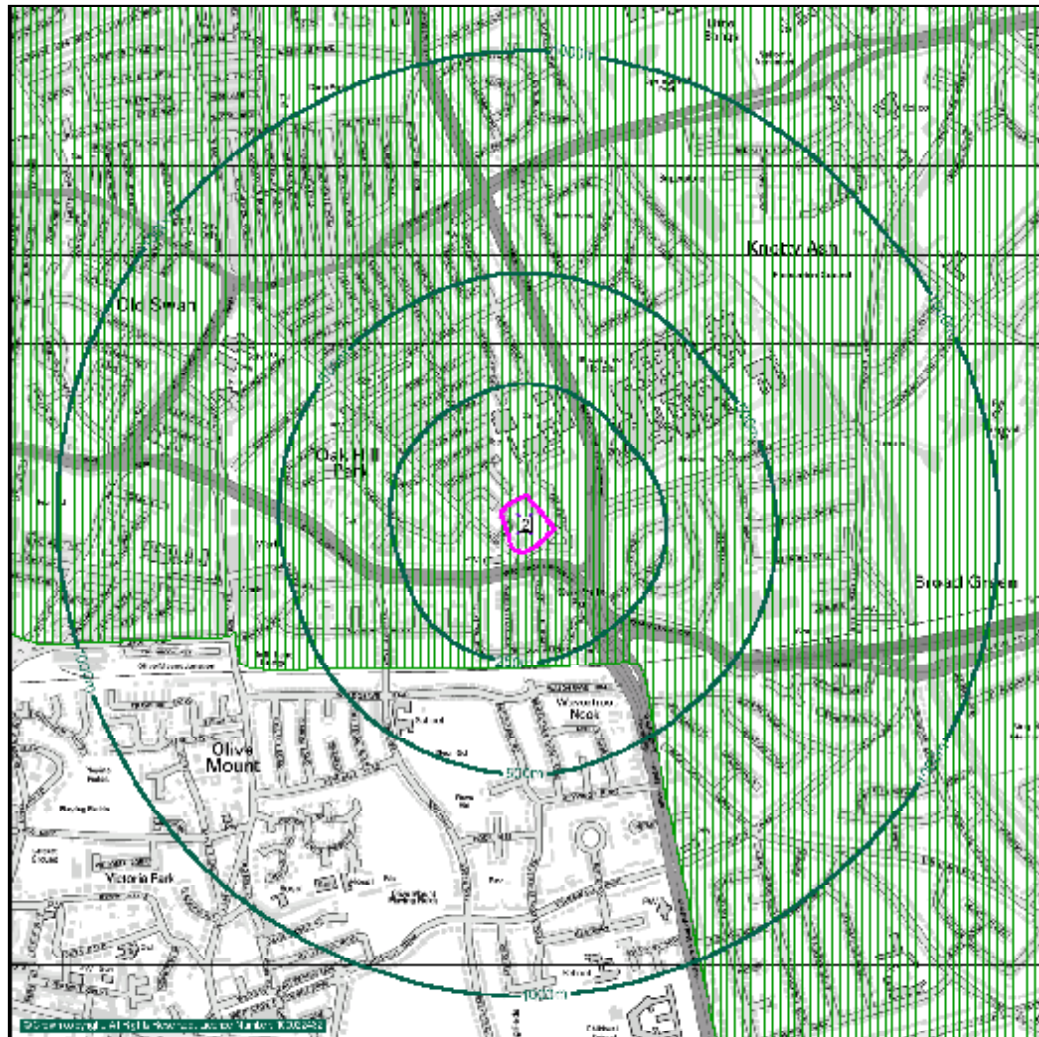
Environmentally Sensitive Receptors - Water Map



Pathways and Receptors		Ref No.	Search Buffer	Direction
Environmentally Sensitive Receptors (Water Related)				
Nearest Surface Water Feature				
Distance:	0m	79	On Site	NE
Grid Reference:	340039, 390618			
Licenced Water Abstractions				
Operator:	Broadgreen Hospital Nhs Trust	80	250-500m	NE
Licence Number:	2569031097			
Permit Version:	Not Supplied			
Location:	Borehole, Broadgreen Hospital, Thomas Drive			
Authority:	Environment Agency, North West Region			
Abstraction:	Drinking; Cooking; Sanitary; Washing For Industrial Premises			
Abstraction Type:	Not Supplied			
Source:	Groundwater			
Daily Rate (m3)	1136			
Yearly Rate (m3)	159110			
Details:	Additional Purpose: Domestic - industrial; Licence Status: Revoked			
Authorised Start:	Not Supplied			
Authorised End:	Not Supplied			
Permit Start Date:	Not Supplied			
Permit End Date:	Not Supplied			
Positional Accuracy:	Located by supplier to within 100m			
Contact Ref:	2			
Distance:	391m			
Grid Reference:	340200, 391000			

Pathways and Receptors		Ref No.	Search Buffer	Direction
Environmentally Sensitive Receptors (Non-water related)				
Source Protection Zones				
Name: Source: Reference: Type: Contact Ref: Distance: Grid Reference:	Various Environment Agency, Head Office Not Supplied Zone III (Total Catchment): The total area needed to support the discharge from the protected groundwater source. 2 493m 340565, 390637	-	250-500m	E

Protected Countryside Map



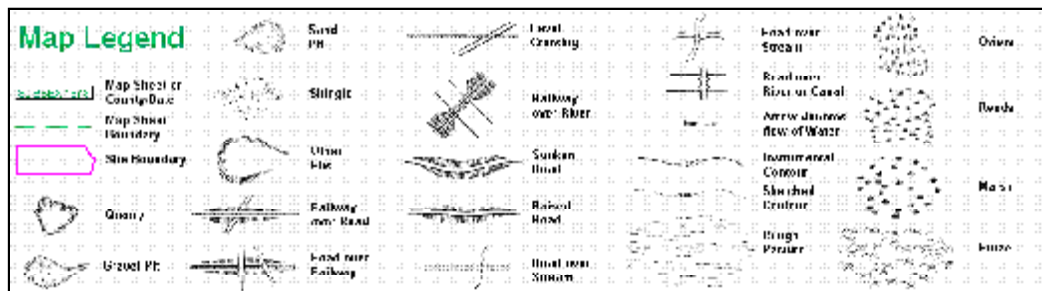
General	Countryside Areas
Site Boundary	Forest Park
Historic Mills	National Park
Planning Reference Point	Wildlife Sensitive Area
Local Nature Reserve	Wildlife Vulnerable Zone

Pathways and Receptors		Ref No.	Search Buffer	Direction
Protected Countryside Areas				
Nitrate Vulnerable Zones				
Name: Description: Source: Contact Ref: Distance: Grid Reference:	Not Supplied NVZ Area Department for Environment, Food and Rural Affairs (DEFRA - formerly FRCA) 4 0m 340007, 390592	2	On Site	W

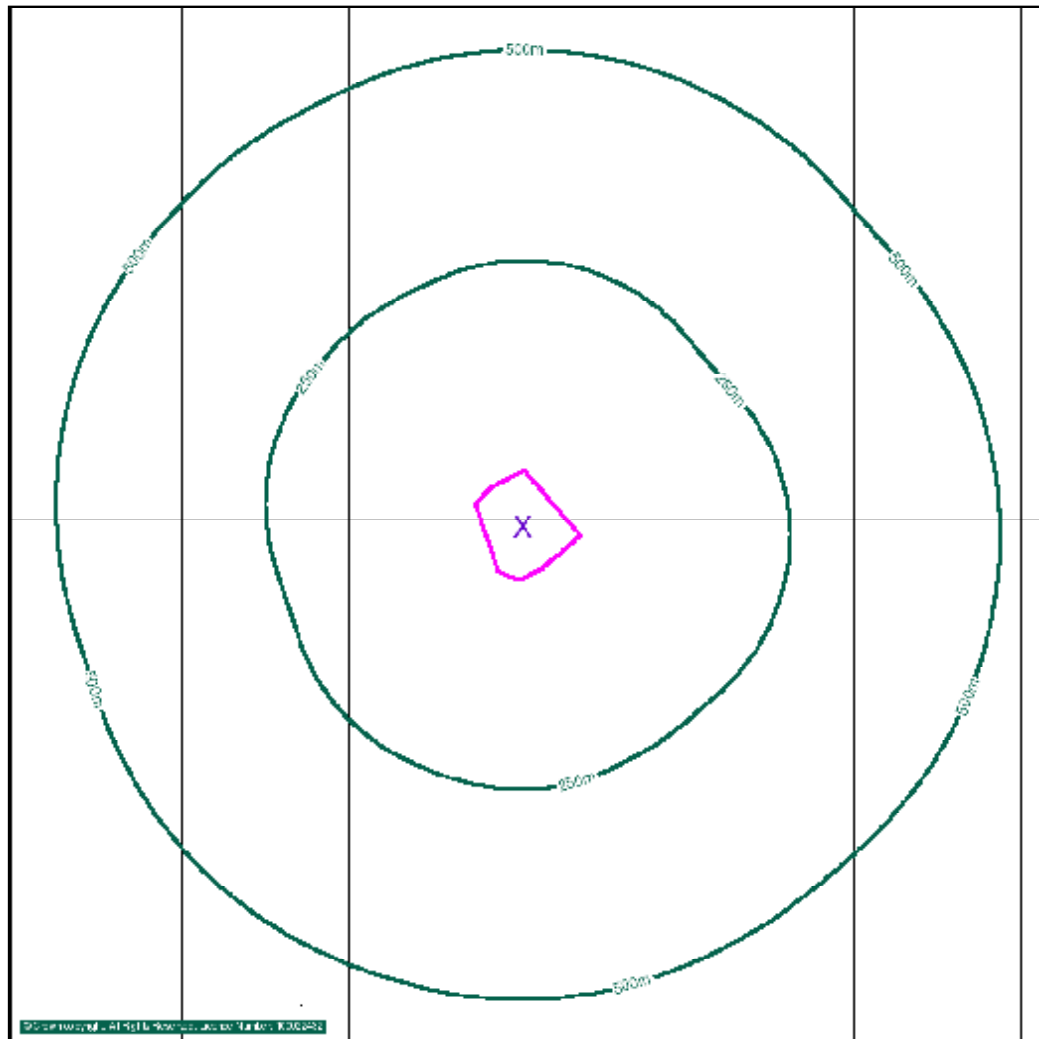
Other Factors		Search Buffer	Direction
Geological			
BGS 1:50,000 Geological Mapping Coverage			
Map Sheet No.: 097 Map Name: Runcorn Map Date: 1987 Bedrock Geology: Available Superficial Geology: Available Artificial Geology: Not Available Faults: Available Landslip: Not Available Rock Segments: Available Contact Ref: 1 Distance: 0m Grid Reference: 340007, 390592		On Site	W
BGS 1:50,000 Superficial Deposits			
LEX Code: TILLD Rock Name: Till, Devensian Rock Type: Diamicton Min. Age: Devensian Max. Age: Devensian Contact Ref: 1 Distance: 0m Grid Reference: 340005, 390593		On Site	NW
BGS 1:50,000 Bedrock Geology			
LEX Code: CPB Rock Name: Chester Pebble Beds Formation Rock Type: Pebbly (Gravelly) Sandstone Min. Age: Scythian Max. Age: Scythian Contact Ref: 1 Distance: 0m Grid Reference: 340007, 390592		On Site	W
Brine Compensation Area			
No			-
Coal Mining Affected Areas			
In an area which may not be affected by Coal Mining			-
Non Coal Mining Areas of Great Britain			
No Hazard			-

Other Factors		Search Buffer	Direction
Geological			
Radon Potential - Radon Protected Areas			
Radon Affected Areas:	The property is in a lower probability radon area, as less than 1% of homes are above the action level	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Distance:	0m		
Grid Reference:	340007, 390592		
Radon Potential - Radon Protection Measures			
Radon Protection Measures:	None	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Collapsible Ground Stability Hazards			
Hazard Potential:	Very Low	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Compressible Ground Stability Hazards			
Hazard Potential:	No Hazard	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Ground Dissolution Stability Hazards			
No Hazard			-
Potential for Landslide Ground Stability Hazards			
Hazard Potential:	Very Low	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Running Sand Ground Stability Hazards			
Hazard Potential:	Very Low	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		
Potential for Shrinking or Swelling Clay Ground Stability Hazards			
Hazard Potential:	Very Low	On Site	W
Source:	British Geological Survey, National Geoscience Information Service		
Contact Ref:	1		

This historical map of the Oak Hill area in Vermont shows the location of the Oak Hill Asylum. The map features two concentric green circles centered on the asylum, with a pink rectangle and an 'X' marking the specific site. Labeled locations include Old Swan, Oak Hill, Oak Hill Asylum, Oak Hill Cottage, Oak Hill Nursery, and Oak Hill School. The map also shows the Vermont and Manchester Railroad and the New York and New England Railroad.

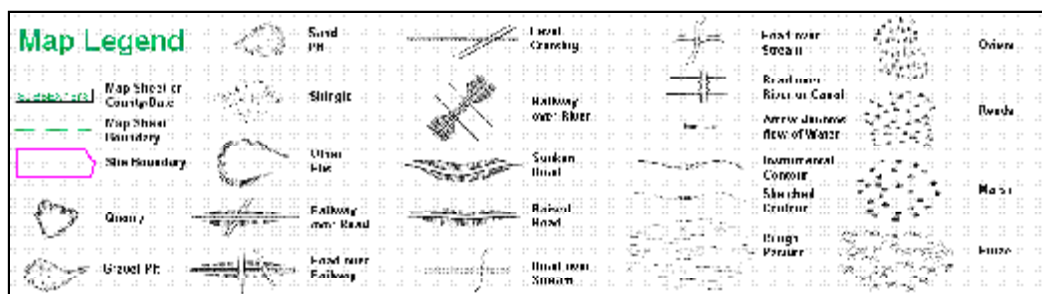
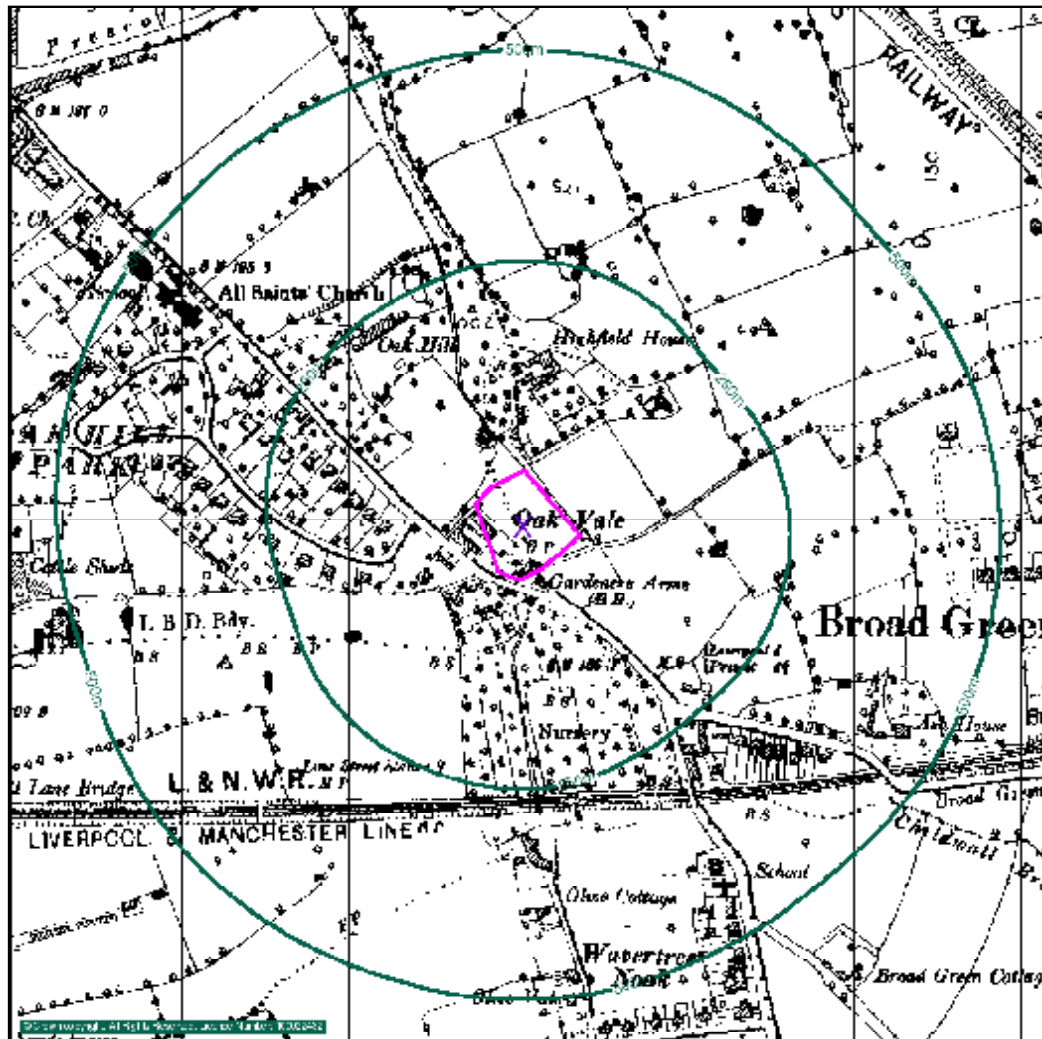


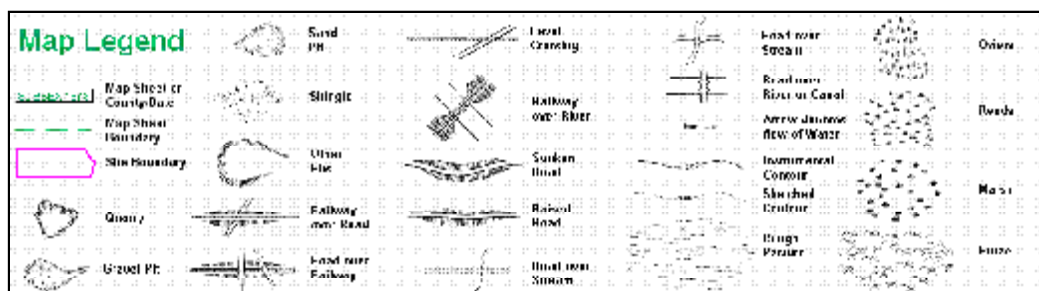
1881



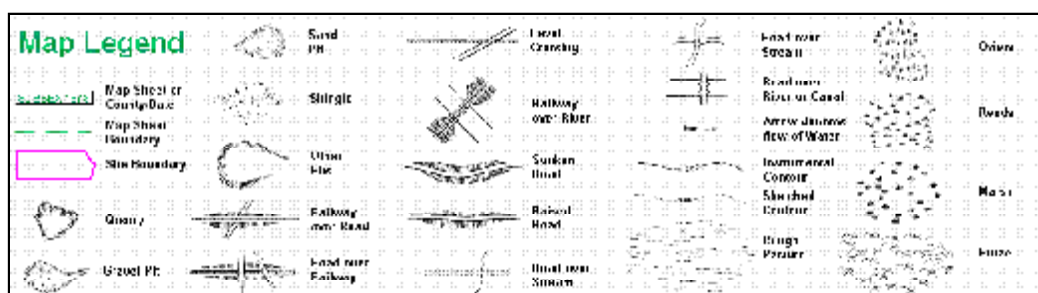
Map Legend									
Map Sheet or County Base	Shirgic	Sand Pit	Local Cracking	Road from River or Canal	Arrow showing flow of Water	Immunised Contour	Sketch of Centre	Brugh Puddle	Others
Map Sheet Boundary	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
Site Boundary	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
Quarry	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
Gravel Pit	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others
	Other Use	Shirgic	Railway over River	Swampy Area	Immunised Contour	Sketch of Centre	Brugh Puddle	Others	Others

1894





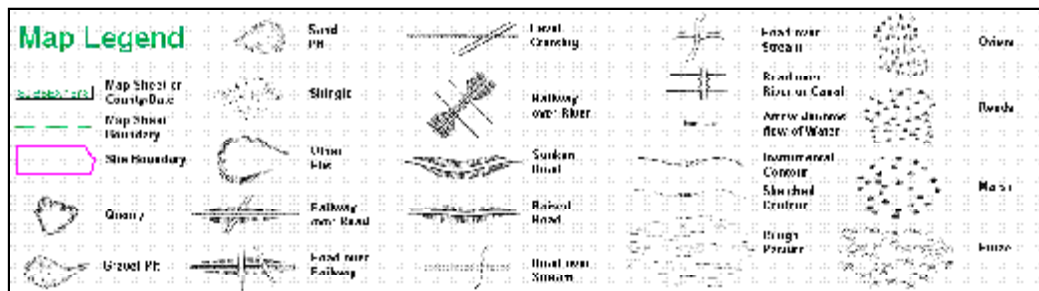
The map is a detailed historical representation of Liverpool, showing the city's layout, including the city center, parks, and the Liverpool and Manchester Railway. A green circle highlights the city center, and a pink rectangle highlights a specific area in the center. The map is titled 'LIVERPOOL' in large letters at the top.



A detailed street map of Oak Vale Park and surrounding areas. A large green circle is drawn around the central part of the map, and a smaller pink circle is drawn around a specific building labeled 'Schs'. The map shows various streets, buildings, and landmarks like 'BROADGREEN HOSPITAL' and 'OAK VALE PARK'.





























Map Legend

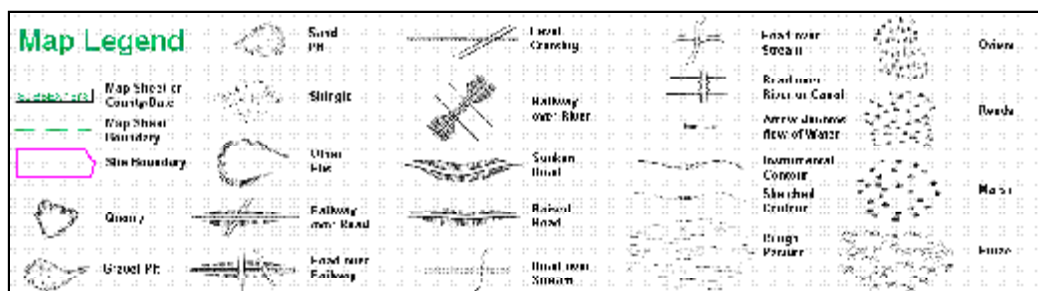
	Sand Pit		Local Cracking		Road near Socka II		Onions
	Map Sheet or County Boundary		Shingle		Railway over River		Road near River in Canal
	Map Sheet Boundary		Urban Area		Sunken Road		Arrow showing flow of water
	Site Boundary		Railway over Road		Incommensal Control		Shaded Embankment
	Quarry		Road near Road		Road near Socka II		Drainage Pattern
	Gravel Pit		Road near Socka II		Road near Socka II		Road near Socka II

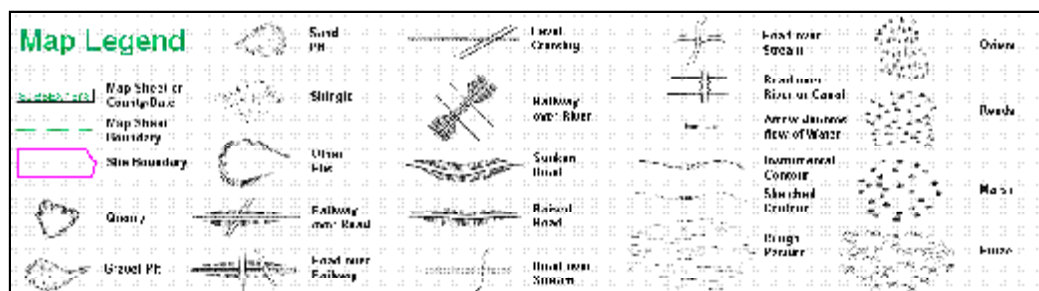


1974 - 1978



Map Legend			
	Map Sheet or County Dist		Sand Pit
	Map Sheet Boundary		Slitgate
	Site Boundary		Other Use
	Quarry		Fallow over Road
	Gravel Pit		Land near Footway
	Local Cracking		Railway over River
	Sunken Road		Railway Road
	Land near Footway		Road over Stream
	Land near Stream		Road over Canal
	Arrow showing flow of Water		Incommensal Contour
	Scheduled Contour		High Pressure
	Overse		Woods
	Woods		Marsh
	Marsh		Marsh





RPS

RPS Consultants Ltd ('RPS') is part of the RPS Group plc, the largest European Environmental Consultancy with over 4,500 staff and a network of offices throughout the UK, Europe and key offices worldwide. As a leading advisor to the financial and property sector on potential environmental liabilities it has over thirty years experience advising on contaminated and 'brownfield' sites in the UK, and acts as a panel advisor to the majority of the UK's clearing banks, property developers/agents and the legal profession.

The expertise of RPS staff together with the company's in-depth knowledge and experience in the marketplace can help you find economic solutions for even the most difficult sites.

Purpose of the Assessment

The purpose of the RPS Risk Assessment is to assist parties involved in property transactions in assessing the implications of certain environmental risks identified in the Report. Implementation of Part IIA of the Environmental Protection Act 1990 places liability for contaminated land on the current owner or occupier where the 'polluter' cannot be found. In June 2001 The Law Society warned all solicitors to be aware of the liabilities attached to contaminated land. Further details and guidance are available in The Environmental Handbook, Fifth Edition, published by The Law Society. The Environment Agency, Local Authorities and other statutory bodies do not provide all the necessary range of information required to determine risks for environmental issues in property transactions. As a consequence, an expert assessment, of the type contained in this report, is essential. The RPS Risk Assessment determines if a sufficient risk is present for the site to be defined as contaminated, and provides a clear set of recommendations and actions where necessary. The client also has access to a technical helpline offering free initial advice and consultation by the RPS panel of environmental consultants who provide the assessments.

RPS Risk Assessment Methodology and Scope

The RPS Risk Assessment is based on the site boundary defined by the client. It is provided by a panel of consultants following a detailed manual review of the Report and a review of potentially contaminative historical land uses identified from published 1:1250 (where available), 1:2500, 1:10,000 and 1:10,560 scale historical mapping and unpublished "Supply of Unpublished Survey Information" (SUSI), "SIM" and Large Scale National Grid Data" for the site and its immediate surrounding area.

RPS uses the Source-Pathway-Receptor framework to make assessments regarding land contamination. The 'source' refers to a potential source of contamination, 'pathway' to a potential route it may take, and 'receptor' to the end point. For a potential liability to arise each stage of the complete pollution linkage must be present. The RPS Risk Assessment uses information contained in the Report relating to the 'source' of contamination through a study of statutory registers, current and historical land use. Analysis of the environmental information (including the geology, ground and surface water) is used to detect 'pathway' and 'receptor' stages.

Importantly, the RPS Risk Assessment is also based upon the current and proposed use of the site, which enables a more accurate assessment of the pollution linkage and implication of potential contamination. It also enables appropriate advice to be given where a change of use or redevelopment are planned.

RPS Risk Ratings

The classes of risk referred to within the RPS Risk Assessment take into account the land use (current and proposed) and the environmental site setting. The risk ratings can be defined as follows:

Low Risk - it is considered unlikely that ground contamination will give rise to a liability/cost for the owner of the site.

Moderate Risk - it is possible but not certain that ground contamination will give rise to a liability/cost for the owner of the site.

High Risk - there is a high potential that ground contamination will give rise to a liability/cost for the owner of the site.

Asbestos

Under the Control of Asbestos Regulations 2006 and HSE Guidance Note MDHS 100, any commercial property where asbestos may be present legally requires an appropriate survey, an up to date asbestos register and a non-generic management plan. Buildings constructed or refurbished between 1950 and the late 1980s are most at risk. If the property was constructed prior to 1990 you can contact RPS for further advice to ensure compliance.

Ground Investigation, Remediation, Tax Advice/Credit

Should there be a significant risk of ground contamination, RPS can provide the necessary additional services to ensure the risk is assessed and placed in an appropriate commercial context as well as providing all necessary geotechnical assessments. RPS is the largest planning consultancy in the UK and can advise on the requirements for obtaining planning permission for any form of development. RPS can also advise on opportunities to obtain both contaminated land qualifying relief at 150% of the capital cost as well as landfill tax exemptions during remediation. Their contact details can be found below.

Contact Information

Sitecheck - for queries regarding the contents of the Report, please contact the Sitecheck customer helpdesk on 0870 606 1700

RPS - for further information regarding the RPS assessment, or for general environmental consultancy advice including remediation, site inspections and tax, please contact RPS on 020 7261 1091

Limits of the Report

If you have any queries regarding the information in this report and how to use it, please do not hesitate to contact the Sitecheck helpdesk.

The RPS Risk Assessment comments upon the potential risk of the land being defined as 'contaminated land' as defined in Part IIA of the Environmental Protection Act 1990. It is based on the Sitecheck Review Report and information supplied by the client. It is not based on any physical inspection of the site or condition of the land.

In addition to the risk assessment, the Report includes data on risks such as Flooding, Radon Gas, Natural Subsidence and Coal Mining. These are set out, together with appropriate guidance, in the Other Factors Section of the report. (These risks are outside the definition of 'contaminated land' because they are outside the scope of Part IIA of the Environmental Protection Act 1990.

Where higher levels of risk are identified within the report, it does not necessarily mean that a site will be designated as contaminated land or as a Special Site. Such designation requires that the Local Authority (or Environment Agency) carry out a detailed inspection to determine whether or not the land is contaminated.

RPS use the best available public sources of information to identify possible risks and sources of land use. However, we cannot guarantee that all potentially contaminative land uses or features, whether past or current, will be identified in this report using these sources.

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 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.

Mining Instability Data

The Mining Instability data was obtained on Licence from Ove Arup + Partners Limited (for further information, contact mining.review@arup.com). No reproduction or further use of such data is to be made without the prior written consent of Ove Arup + Partners Limited. The information and data supplied in the Product are derived from publicly available records and other third party sources and neither Ove Arup + Partners nor Landmark warrant the accuracy or completeness of such information or data.

The information in this Sitecheck Review Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, Landmark cannot guarantee the accuracy or completeness of such information or data, nor to identify all the factors that may be relevant. If you are a private individual using this report Landmark recommend that you discuss its contents in full with your professional advisor. It is essential to read this report in conjunction with the Product User Guide and your attention is drawn to the scope of the report section within this guide.

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

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Contact Names and Addresses**1 British Geological Survey Enquiry Service**

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

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

2 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

enquiries@environment-agency.gov.uk

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

3 Liverpool City Council Liverpool Environmental Health & Trading Standards Division

Millenium House
60 Victoria Street
Liverpool
Merseyside
L1 6LD

Telephone 0151 233 3000

environmental.health@liverpool.gov.uk
www.liverpool.gov.uk

4 Department for Environment, Food and Rural Affairs (DEFRA - formerly FRCA)

Government Buildings
Otley Road
Lawnswood
Leeds
West Yorkshire
LS16 5QT

Telephone 0113 2613333
Fax 0113 230 0879

5 Merseyside Waste Disposal Authority

2nd Floor
North House
17 North John Street
Liverpool
Merseyside
L2 5QY

Telephone 0151 2551444
Fax 0151 2271848

enquiries@merseysidewda.gov.uk

6 Knowsley Metropolitan Borough Council

Archway Road
Huyton
Liverpool
Merseyside
L36 9YU

Telephone 0151 489 6000
Fax 0151 443 2298

www.knowsley.gov.uk

Other Contacts**Landmark Information Group Limited**

Legal and Financial
The Smith Centre
Fairmile
Henley-on-Thames
Oxon
RG9 6AB

Telephone 0844 844 9966
Fax 0844 844 9980

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



Search Code

Important Consumer Protection Information

This search has been produced by Landmark Information Group Ltd, The Smith Centre, Fairmile, Henley on Thames, RG9 6AB. Telephone 0844 844 9966, email helpdesk@landmark.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to The Property Ombudsman (TPO). TPO can award compensation of up to £5,000 to you if it finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman Scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk



Search Code

Complaints Procedure - Information for customers

If you wish to make a complaint, we will deal with it speedily and fairly. We will:

- Produce a formal written complaints procedure and tell you what this is.
- Acknowledge a complaint within 5 working days of its receipt.
- Normally deal with a complaint fully and 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 written response at the latest within 40 days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to The Property Ombudsman scheme (TPOs).

You can get more information about the PCCB from www.propertycodes.org.uk

Please contact our Customer Service Team on 0844 844 9966 if you would like a copy of the full search code.

Complaints should be sent to:

Customer Relationship Manager
Landmark Information Group Ltd
Landmark UK Property
The Smith Centre
Fairmile
Henley-On-Thames
RG9 6AB

Telephone: 0844 844 9966

E-mail: helpdesk@landmark.co.uk

LANDMARK STANDARD TERMS AND CONDITIONS

DEFINITIONS

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

"Agreement" has the meaning set out in clause 1.d.

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

"Consumer" means a natural person acting for purposes other than his trade, business or profession.

"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; or (ii) where You are not a Consumer, an employee of Yours who uses the Services provided to You; or (iii) a person identified in clause 2.b 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.

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

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

References to **"We"**, **"Us"** and **"Our"** are references to Landmark Information Group Limited, whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY.

"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" includes any information that We supply to You including all reports, services, datasets, software or information contained in them.

"Services" means the provision of any service by Us pursuant to these Terms, including without limitation, any Report.

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

"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.

"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.

References to **"You"**, **"Your"** and **"Yourself"** refer to the contracting party who accesses the Website or places an Order with Us.

1. Basis of Contract

- a. These Terms govern the relationship between Us and You where You 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, when You place any Order, or pay for any Services provided to You by Us.
- b. 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 Report has been prepared 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 Report relates to the correct location or property.
- c. 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. You acknowledge that it shall remain Your responsibility to check Our Website from time to time for any such amendments or variation to these Terms. Continued Orders of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
- d. These Terms together with Your Order, the Fees and delivery details in relation to Your 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.d shall limit or exclude any liability for fraud.

- e. 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.
- b. Subject always to these Terms You may, without further charge, make the Services 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 the whole or part of the Property Site;
 - iii. any person who provides 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;
 - v. any person who acts for You in a professional or commercial capacity in relation to the Property Site; and/or
 - vi. prospective buyers of the whole or part of the Property Site as part of an Information Pack but for the avoidance of doubt, We shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party.
- c. You shall not hold yourself out or describe yourself as Our agent or an agent of any of the Suppliers.
- d. 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.
- e. You shall use Your best endeavours to use adequate technological and security measures, including measures We or Suppliers may reasonably recommend from time to time, to ensure that all Content which You hold or are responsible for is secure from unauthorised use or access.
- f. The Content shall only be used strictly in accordance with these Terms and not for any other purpose; nor shall any use of the Content be made that would or might be deemed to be disparaging to Us, the Suppliers or any of them. You shall not be entitled to resell or rent any Content or otherwise any supply products incorporating such Content for commercial sale or rental.
- g. 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.
- h. 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.
- i. All other uses of the Content 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.
- j. You agree to notify Us as soon as You suspect any infringement of Our or any of Our Supplier's intellectual property rights and You agree to give Us all reasonably required assistance in pursuing any potential infringement.

3. Intellectual Property and Confidentiality

- a. You acknowledge and agree that all Intellectual Property Rights in Content 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. 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. You agree to indemnify Us against all liabilities, damages, penalties, costs, expenses (including legal expenses on an indemnity basis) or other loss suffered or incurred by Us in relation to any breach or alleged breach of this clause 3.b.

4. Termination

- a. At any time, We may terminate the Agreement with immediate effect by giving You written notice:

- i. if You are in breach of the Terms and, if such breach is capable of remedy, You fail to remedy the breach within 30 days of written notice from Us specifying the breach and requiring it to be remedied; and
 - ii. if You have a receiver or administrative receiver or administrator appointed over You or any part of Your undertaking or assets or shall pass 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 shall make an order to that effect or if You become subject to an administration order or enter into a voluntary arrangement with Your creditors or shall cease or threaten to cease to carry on business or if You are presented with a bankruptcy petition.
- b. In the event of the termination or expiry of the Agreement:
- i. You shall, subject to clause 4.b.iii, immediately cease to use the Report and any Content;
 - ii. You shall, subject to clause 4.b.iii, within 30 days of such termination or expiry, destroy all Content in any media which You hold or for which You are responsible 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.a, 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.b.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, without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.c to 2.j (inclusive), this clause 4.b, 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. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. 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 its Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or Our Authorised Reseller's ability to require payment in respect of the Services delivered to You. You acknowledge that time is of the essence with respect to the payment of such invoices.
- 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 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. Such interest shall accrue on a daily basis.

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 an amount of ten million pounds (£10,000,000) per claim or series of connected claims.
- d. The Content that Services are based on is derived from third party sources. Therefore, save as set out in clause 6.i 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.
- 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 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). Time shall not be of the essence in providing the 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 nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection.
- h. You acknowledge and agree that We will not be held liable in any way if a Report is used otherwise than as provided for in these Terms and/or in the Report.
- i. 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.
- j. 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.
- k. 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 all liability shall remain with the insurers and that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. We do not guarantee that an insurance policy will be available on a Property Site. You acknowledge and agree that 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. The provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.
- l. 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. Notwithstanding the foregoing We shall not be liable for any inaccurate statement, opinion or risk rating in a Report which resulted from a reasonable interpretation of the Content.
- m. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.
- n. You shall use all reasonable endeavours to ensure that End Users acknowledge and agree to the limitations and exclusions of liability set out in this clause 6.

7. Contribution

- a. Save where expressly provided, this clause 7 shall apply solely to Envirosearch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6.
- b. We are prepared to offer, without any admission or inference of liability, a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution").
- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part IIA of the Environmental Protection Act 1990 ("the Notice") We shall 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, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (2) asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures; (3) naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration; (4) intentional non-compliance arising from 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; (8) any fines liquidated damages punitive or exemplary damages; (9) any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock; (10) any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption; and/or (11) 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 shall be contributed by Us in respect of any Contribution shall be limited to £60,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made 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 pay 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 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.
- i. We reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7.g above, to withdraw the offer of payment of Contributions without further notice.

8. Assignment and Sub-contracting

- a. We shall be entitled to assign or transfer the Agreement as We reasonably see fit.
- 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.
- 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.a 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 complies 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. You shall be responsible for End User's compliance with the Terms and You shall be liable for all breaches of the Terms by the End Users as if they were breaches by You.
- 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.

