Appendix D

Groundsure Report



Ove Arup & Partners International Ltd

OVE ARUP & PARTNERS LTD, ADMIRAL HOUSE,78, EAST STREET, LEEDS, LS9 8EE

Groundsure Reference:

GS-2650136

Your Reference: Princes_Reach_Liverpool

Report Date

14 Dec 2015

Report Delivery Email - pdf

Method:

Groundsure Geoinsight Plus

Address: Princes Dock, L3 1EP

Dear Sir/ Madam,

Thank you for placing your order with Groundsure. Please find enclosed the **Groundsure Geoinsightplus** as requested.

If you need any further assistance, please do not hesitate to contact our helpline on 08444 159000 quoting the above Groundsure reference number.

Yours faithfully,

Managing Director **Groundsure Limited**

Groundsure Geoinsight Plus



Groundsure Groundsure Geoinsight Plus

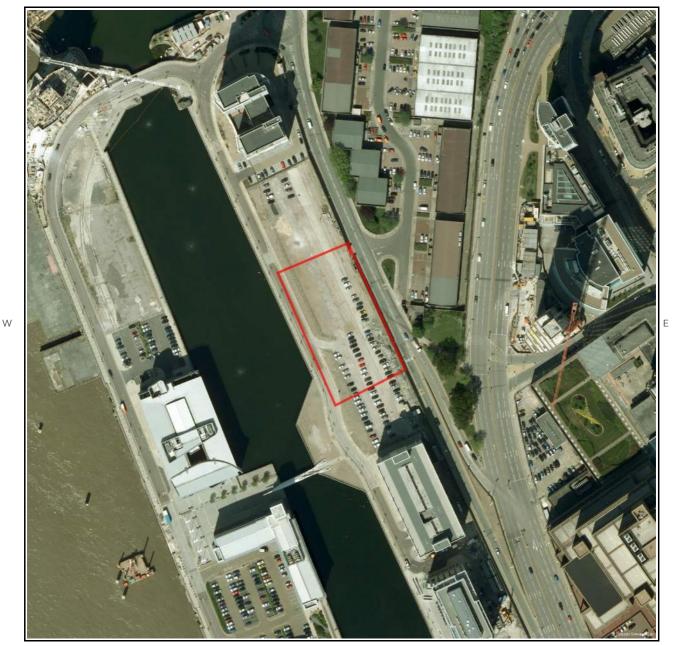
Address: Princes Dock, L3 1EP

Date: 14 Dec 2015

Reference: GS-2650136

Client: Ove Arup & Partners International Ltd

NE



Aerial Photograph Capture date: 24-Jun-2009 Grid Reference: 333715,390825

Site Size: 0.45ha



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Overview of Findings

The Groundsure Geoinsight Plus provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 and 1:10,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Non-coal mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and Groundsure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the report as listed. Where the database has been searched a numerical result will be recorded. Where the database has not been searched '-' will be recorded.

Section 1: Geology 1:10,000 Scale					
1.1 Artificial Ground	1.1 Is there any Artificial Ground/ Made Ground present beneath the study site at 1:10,000 scale?	Yes			
1.2 Superficial Geology and Landslips	1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site at 1:10,000 scale?*	Yes			
	1.2.2 Are there any records of landslip within 500m of the study site boundary at 1:10,000 scale?	No			
1.3 Bedrock, Solid Geology and Faults	1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.				
	1.3.2 Are there any records of faults within 500m of the study site boundary at 1:10,000 scale?	Yes			
Section 2: Geolo	gy 1:50,000 Scale				
2.1 Artificial Ground	2.1.1 Is there any Artificial Ground/ Made Ground present beneath the study site?	Yes			
	2.1.2 Are there any records relating to permeability of artificial ground within the study site*boundary?	Yes			
2.2 Superficial Geology and Landslips	2.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	Yes			
	2.2.2 Are there any records of permeability of superficial ground within 500m of the study site?	Yes			
	2.2.3 Are there any records of landslip within 500m of the study site boundary?	No			
	2.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No			



C	~	C I	1.50.000	C I -
Section .	2:	Geology	1:50,000	Scale

2.3 Bedrock, Solid

Geology and Faults 2.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.

> $2.3.2 \ \text{Are there} \ \text{any} \ \text{records} \ \text{of faults} \ \text{within} \ 500 \text{m} \ \text{of the study} \ \text{site}$ boundary?

Yes

2.3.3 Are there any records of faults within 500m of the study site boundary?

Yes

Section 3: Radon

3. Radon

3.1Is the property in a Radon Affected Area as defined by the Health The property is not in a Radon Affected Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

Area, as less than 1% of properties are above the Action Level.

3.2Radon Protection

No radon protective measures are necessary.

Section 4: Ground Workings	On-site	0-50m	51-250	251-500	501-1000
4.1 Historical Surface Ground Working Features from Small Scale Mapping	8	2	2	Not Searched	Not Searched
4.2 Historical Underground Workings from Small Scale Mapping	0	0	1	3	45
4.3 Current Ground Workings	0	0	0	0	0
Section 5: Mining, Extraction & Natural Cavities	On-site	0-50m	51-250	251-500	501-1000
5.1 Historical Mining	0	0	0	0	13
5.2 Coal Mining	0	0	0	0	0
5.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
5.4 Non-Coal Mining*	0	0	0	0	0
5.5 Non-Coal Mining Cavities	0	0	0	0	0

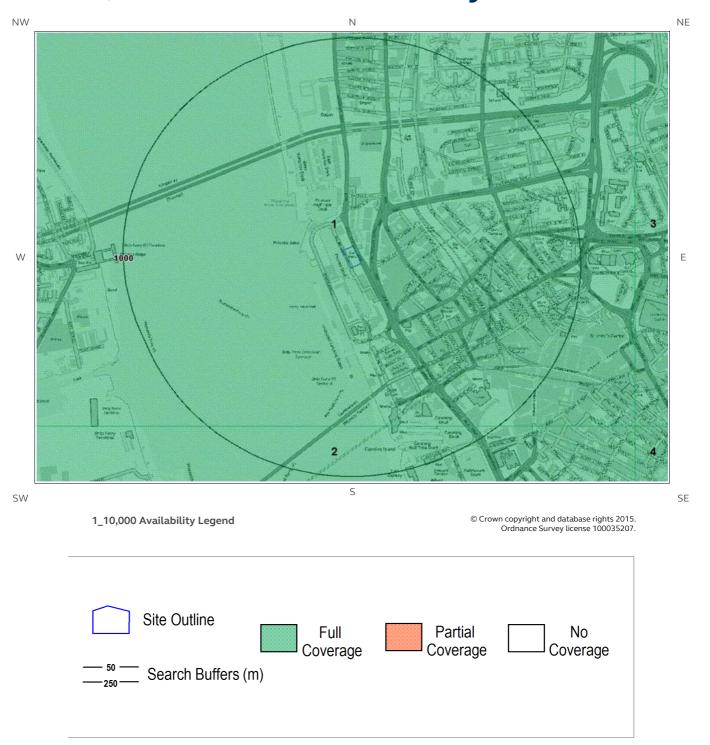
Report Reference: GS-2650136



				LOCATION IN	ITELLIGENCE
Section 5: Mining, Extraction & Natural Cavities	On-site	0-50m	51-250	251-500	501-1000
5.6 Brine Extraction	0	0	0	0	0
5.7 Gypsum Extraction	0	0	0	0	0
5.8 Tin Mining	0	0	0	0	0
5.9 Clay Mining	0	0	0	0	0
Section 6: Natural Ground Subsidence	On-sit	te			
6.1 Shrink-Swell Clay	Very Lo)W			
6.2 Landslides	Very Lo)W			
6.3 Ground Dissolution of Soluble Rocks	Negligik	ole			
6.4 Compressible Deposits	Modera	ite			
6.5 Collapsible Deposits	Very Lo)W			
6.5 Running Sand	Very Lo)W			
Section 7: Borehole Records	On-si	te	0-50m	5	1-250
7 BGS Recorded Boreholes	0		3		50
Section 8: Estimated Background Soil Chemistry	On-si	te	0-50m	5	1-250
8 Records of Background Soil Chemistry	1		1		0
Section 9: Railways and Tunnels	On-site	0-50m	51-250	250-500	
9.1 Tunnels	0	0	0	Not Searched	
9.2 Historical Railway and Tunnel Features	5	1	38	Not Searched	
9.3 Historical Railways	1	0	0	Not Searched	
9.4 Active Railways	0	0	0	Not Searched	
9.5 Railway Projects	0	0	0	0	



1:10,000 Scale Availability



Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool

8



Availability of 1:10,000 Scale Geology Mapping

The following information represents the availability of the key components of the 1:10,000 scale geological data.

ID	Distance	Artificial Coverage	Superficial Coverage	Bedrock Coverage	Mass Movement Coverage
1	0.0	Some deposits are mapped	Full	Full	No coverage
2	758.0	Some deposits are mapped	Full	Full	Some deposits are mapped
3	1244.0	Some deposits are mapped	Full	Full	No coverage
4	1469.0	Some deposits are mapped	Full	Full	No coverage

Guidance: The 1:10,000 scale geological interpretation is the most detailed generally available from BGS and is the scale at which most geological surveying is carried out in the field. The database is presented as four types of geology (artificial, mass movement, superficial and bedrock), although not all themes are mapped or available on every map sheet. Therefore a coverage layer showing the availability of the four themes is presented above.

The definitions of coverage are as follows:

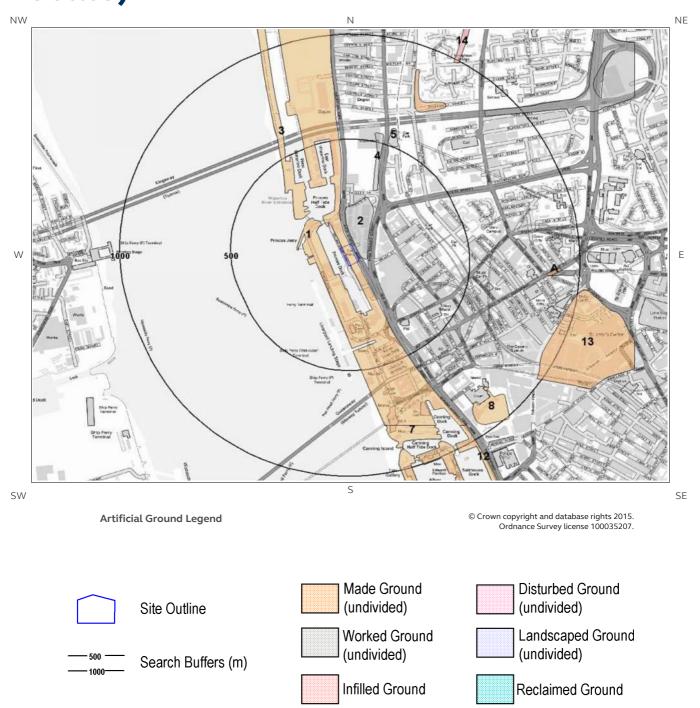
Geology	Full Coverage	Partial Coverage	No Coverage	
Bedrock	The whole tile has been mapped	Some but not all the tile has been mapped	No coverage	
Superficial	The whole tile has been mapped	Some but not all of the tile has been mapped	No coverage	
Artificial	Some deposits are mapped on this tile	-	No deposits are mapped	
Mass Movement	Some deposits are mapped on this tile	-	No coverage	

Report Reference: GS-2650136



1 Geology (1:10,000 scale).

1.1 Artificial Ground Map (1:10,000 scale)



Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool

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1. Geology 1:10,000 scale

1.1 Artificial Ground

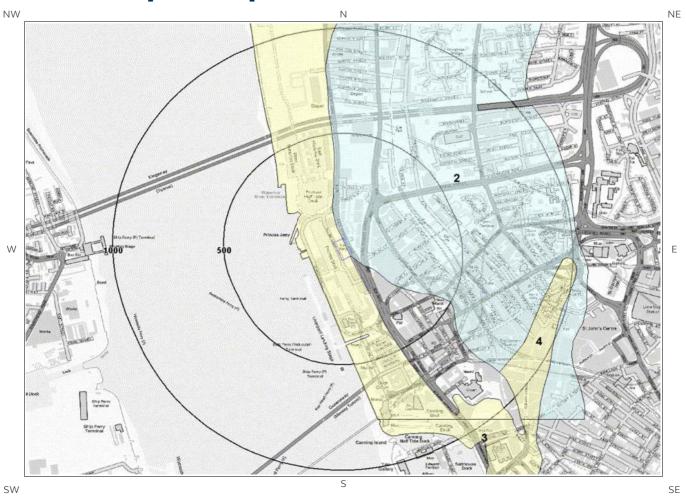
The following geological information represented on the mapping is derived from 1:10,000 scale BGS Geological mapping.

Are there any records of Artificial/ Made Ground within 500m of the study site boundary at 1:10,000 scale? Yes

ID	Distance	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	MGR-FILLU	Made Ground (Undivided)	Fill
2	14.0	NE	WGR-VOID	Worked Ground (Undivided)	Void
3	220.0	NW	MGR-FILLU	Made Ground (Undivided)	Fill
4	276.0	Ν	WGR-VOID	Worked Ground (Undivided)	Void



1.2 Superficial Deposits and Landslips Map (1:10,000 scale)



Artificial Ground Legend

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Site Outline



Search Buffers (m)



1.2 Superficial Deposits and Landslips

The following geological information represented on the mapping is derived from 1:10,000 scale BGS Geological mapping

1.2.1 Superficial Deposits/ Drift Geology

Are there any records of Superficial Deposits/ Drift Geology within 500m of the study site boundary at 1:10,000 scale?

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	ITDU-CZS	Intertidal Deposits (undifferentiated) - Silty Sandy Clay	Clay, Silty, Sandy
2	0.0	On Site	TILLD-CSVL	Till, Devensian - Sandy Gravelly Cobbly Clay	Clay, Sandy, Gravelly, Cobbly

1.2.2 Landslip

Are there any records of Landslip within 500m of the study site boundary at 1:10,000 scale?

No

Database searched and no data found.

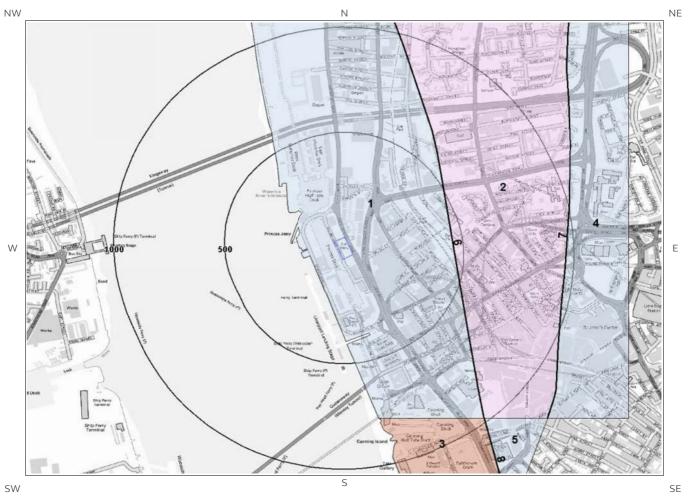
The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:10,000 scale

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

Report Reference: GS-2650136



1.3 Bedrock and Faults Map (1:10,000 scale)



Bedrock and Faults Legend

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Site Outline

Search Buffers (m)



1.3 Bedrock and Faults

The following geological information represented on the mapping is derived from 1:10,000 scale BGS Geological mapping.

1.3.1 Bedrock/ Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary at 1:10,000 scale.

ID	Distance (m)	Direction	LEX Code	Description	Rock Age
1	0.0	On Site	CPB-SDST	Chester Pebble Beds Formation - Sandstone	Early Triassic Epoch
2	453.0	Е	WLSF-SDST	Wilmslow Sandstone Formation - Sandstone	Early Triassic Epoch

1.3.2 Faults

Are there any records of Faults within 500m of the study site boundary at 1:10,000 scale?

Yes

ID	Distance (m)	Direction	Category Description	Feature Description
6	453.0	Е	FAULT	Normal fault, inferred

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of great Britain at 1:10,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

Report Reference: GS-2650136



2 Geology 1:50,000 Scale2.1 Artificial Ground Map



Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool

1



2. Geology 1:50,000 scale

2.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No: 096

2.1.1 Artificial/ Made Ground

Are there any records of Artificial/ Made Ground within 500m of the study site boundary?

Yes

ID	Distance (m)	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	MGR-MGRD	MADE GROUND (UNDIVIDED)	ARTIFICIAL DEPOSIT
2	28.0	NE	WGR-OPEN	WORKED GROUND (UNDIVIDED)	VOID

2.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site boundary?

Yes

Distance (m)	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	Very High	Low

Report Reference: GS-2650136



2.2 Superficial Deposits and Landslips Map (1:50,000 scale)



Ground Workings Legend

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Site Outline

Search Buffers (m)



2.2 Superficial Deposits and Landslips

2.2.1 Superficial Deposits/ Drift Geology

Are there any records of Superficial Deposits/ Drift Geology within 500m of the study site boundary? Yes

ID	Distance	Direction	LEX Code	Description	Rock Description
1	0.0	On Site	TFD	TIDAL FLAT DEPOSITS	CLAY, SILTY, SANDY [UNLITHIFIED DEPOSITS CODING SCHEME]
2	0.0	On Site	TILLD	TILL, DEVENSIAN	CLAY, SANDY, GRAVELLY, COBBLY [UNLITHIFIED DEPOSITS CODING SCHEME]

2.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site boundary? Yes

Distance (m)	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Intergranular	Low	Low
0.0	On Site	Mixed	High	Low

2.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary?

No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, there are: Artificial/ Made Ground, Superficial/ Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

2.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site boundary?

No

Database searched and no data found.

Report Reference: GS-2650136



2.3 Bedrock and Faults Map (1:50,000 scale)



Ground Workings Legend

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2.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No: 096

2.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance	Direction	LEX Code	Rock Description	Rock Age
1	0.0	On Site	CPB-PESST	Chester Pebble Beds Formation - Sandstone, Pebbly (gravelly)	No Details
2	453.0	E	WLSF-SDST	Wilmslow Sandstone Formation - Sandstone	No Details

2.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site boundary?

Yes

Distanc e	Direction	Flow Type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	High	Moderate

2.3.3 Faults

Are there any records of Faults within 500m of the study site boundary?

Yes

ID	Distance	Direction	Category Description	Feature Description
4	453.0	E	FAULT	Fault, inferred, displacement unknown

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nation wide coverage.

Report Reference: GS-2650136



3 Radon Data

3.1 Radon Affected Areas

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level? The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level.

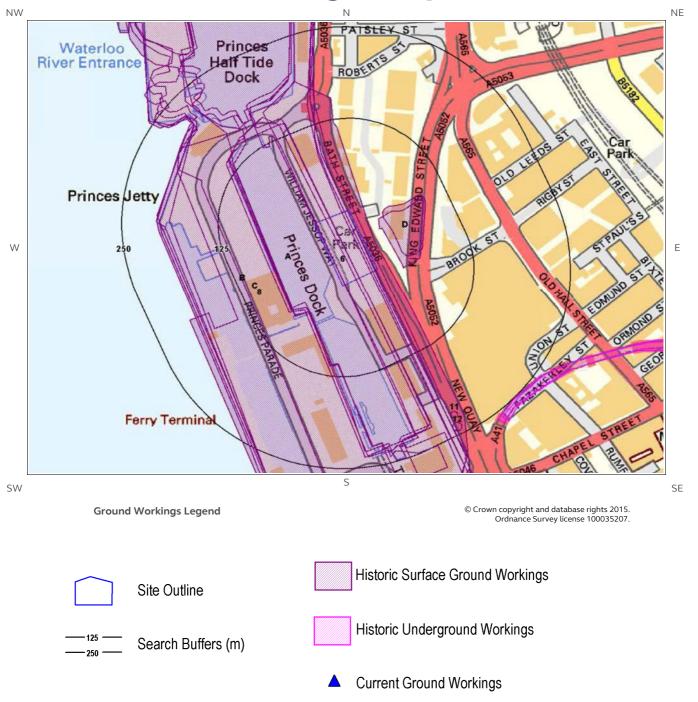
3.2 Radon Protection

Is the property in an area where Radon Protection are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment? No radon protective measures are necessary.

Report Reference: GS-2650136



4 Ground Workings Map





4 Ground Workings

4.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on Groundsure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? Yes

ID	Distance (m)	Direction	NGR	Use	Date
1A	0.0	On Site	333679 390688	Docks	1890
2A	0.0	On Site	333599 390697	Docks	1906
3B	0.0	On Site	333314 391857	Docks	1938
4B	0.0	On Site	333314 391857	Docks	1909
5C	0.0	On Site	333551 390802	Docks	1982
6	0.0	On Site	333578 391220	Docks	1990
7C	0.0	On Site	333551 390802	Docks	1973
8	0.0	On Site	333566 391367	Docks	1938
9D	25.0	NE	333786 390831	Unspecified Heap	1906
10D	36.0	NE	333790 390841	Unspecified Heap	1909
11	218.0	SE	333856 390582	Quay	1967
12	233.0	SE	333860 390565	Quay	1906

Report Reference: GS-2650136



4.2 Historical Underground Working Features derived from Historical Mapping

This data is derived from the Groundsure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary?

Yes

The following Historical Underground Working Features are provided by Groundsure:

ID	Distance (m)	Direction	NGR	Use	Date
13E	250.0	SE	334192 390366	Tunnel	1967
14E	253.0	SE	334192 390366	Tunnel	1990
15E	253.0	SE	334192 390366	Tunnel	1982
16E	253.0	SE	334192 390366	Tunnel	1973
Not shown	548.0	N	332953 391163	Tunnel	1990
Not shown	548.0	N	332953 391163	Tunnel	1982
Not shown	548.0	N	332953 391163	Tunnel	1973
Not shown	548.0	NE	333949 391375	Tunnel	1973
Not shown	555.0	S	333225 389663	Tunnel	1938
Not shown	556.0	SE	333794 390138	Tunnel	1973
Not shown	561.0	NE	335047 390885	Tunnel	1906
Not shown	565.0	NE	334365 391194	Tunnel	1967
Not shown	565.0	NE	334365 391194	Tunnel	1973
Not shown	569.0	NE	335048 390893	Tunnel	1938
Not shown	572.0	NE	334360 391203	Tunnel	1909
Not shown	572.0	NE	334360 391203	Tunnel	1938
Not shown	670.0	SE	334100 390196	Tunnel	1938
Not shown	670.0	SE	334100 390196	Tunnel	1909
Not shown	678.0	SE	334053 390146	Railway Tunnel	1973
Not shown	680.0	SE	334054 390147	Railway Tunnel	1967
Not shown	681.0	SE	333429 389679	Tunnel	1906
Not shown	683.0	SE	333435 389680	Tunnel	1938

Report Reference: GS-2650136



					LOCATION INTELLIGENCE
ID	Distance (m)	Direction	NGR	Use	Date
Not shown	685.0	SE	333592 389800	Tunnel	1890
Not shown	719.0	S	333158 389474	Tunnel	1925
Not shown	719.0	S	333158 389474	Tunnel	1938
Not shown	719.0	S	333158 389474	Tunnel	1909
Not shown	759.0	S	333187 389638	Tunnel	1956
Not shown	759.0	S	333187 389638	Tunnel	1991
Not shown	759.0	S	333187 389638	Tunnel	1966
Not shown	759.0	S	333187 389638	Tunnel	1978
Not shown	759.0	S	333187 389638	Tunnel	1949
Not shown	765.0	NE	334183 391475	Air Shafts	1982
Not shown	765.0	NE	334183 391475	Air Shafts	1990
Not shown	765.0	S	332858 389245	Tunnel	1899
Not shown	768.0	S	333104 389431	Railway Tunnel	1956
Not shown	768.0	S	333104 389431	Railway Tunnel	1949
Not shown	768.0	S	333104 389431	Railway Tunnel	1966
Not shown	769.0	S	333093 389424	Tunnel	1991
Not shown	786.0	NE	334214 391478	Air Shafts	1982
Not shown	786.0	NE	334214 391478	Air Shafts	1990
Not	809.0	NE	334246 391480	Air Shafts	1990
Not shown	809.0	NE	334246 391480	Air Shafts	1982
Not shown	832.0	NE	334278 391484	Air Shafts	1982
Not	882.0	NE	334345 391489	Air Shafts	1982
Not	882.0	NE	334345 391489	Air Shafts	1990
Not	895.0	NE	334362 391490	Air Shafts	1990
Not	895.0	NE	334362 391490	Air Shafts	1982
Not	908.0	NE	334378 391493	Air Shafts	1982
Not		NE	334378	Air Shafts	1990



4.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

Are there any BGS Current Ground Workings within 1000m of the study site boundary?

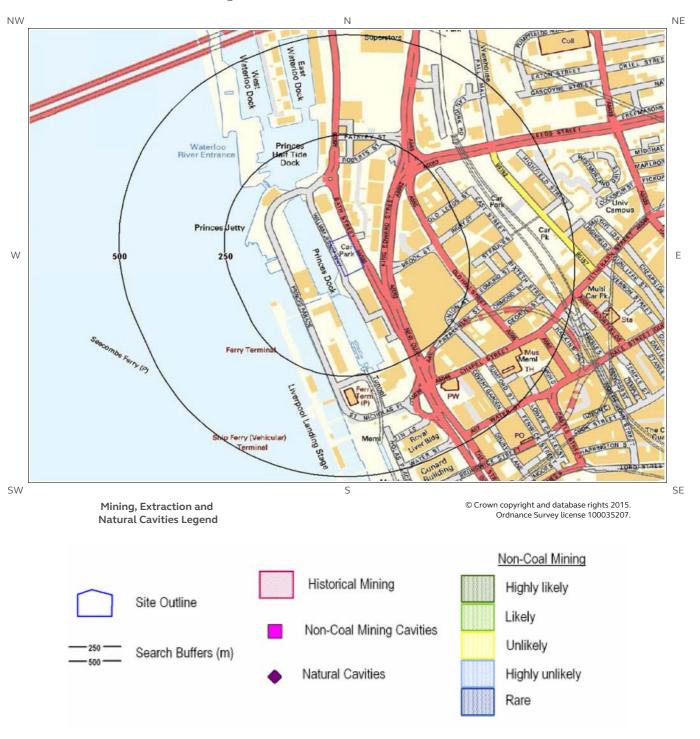
No

Database searched and no data found.

Report Reference: GS-2650136



5 Mining, Extraction & Natural Cavities Map



Report Reference: GS-2650136



5 Mining, Extraction & Natural Cavities

5.1 Historical Mining

This dataset is derived from Groundsure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary?

Yes

The following Historical Mining information is provided by Groundsure:

ID	Distance (m)	Direction	NGR	Details	Date
Not shown	765.0	NE	334183 391475	Air Shafts	1990
Not shown	765.0	NE	334183 391475	Air Shafts	1982
Not shown	786.0	NE	334214 391478	Air Shafts	1982
Not shown	786.0	NE	334214 391478	Air Shafts	1990
Not shown	809.0	NE	334246 391480	Air Shafts	1990
Not shown	809.0	NE	334246 391480	Air Shafts	1982
Not shown	832.0	NE	334278 391484	Air Shafts	1982
Not shown	882.0	NE	334345 391489	Air Shafts	1982
Not shown	882.0	NE	334345 391489	Air Shafts	1990
Not shown	895.0	NE	334362 391490	Air Shafts	1990
Not shown	895.0	NE	334362 391490	Air Shafts	1982
Not shown	908.0	NE	334378 391493	Air Shafts	1990
Not shown	908.0	NE	334378 391493	Air Shafts	1982

5.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

Report Reference: GS-2650136



5.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary?

No

The following information provided by JPB is not represented on mapping: Database searched and no data found.

5.4 Non-Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

5.5 Non-Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary?

No

Database searched and no data found.

5.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary?

No

Database searched and no data found.

5.7 Brine Extraction

This data provides information from the Coal Authority issued on behalf of the Cheshire Brine Subsidence Compensation Board.

Are there any Brine Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

Report Reference: GS-2650136



5.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

5.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level..

Are there any Tin Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

5.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

Report Reference: GS-2650136



6 Natural Ground Subsidence6.1 Shrink-Swell Clay Map





6.2 Landslides Map





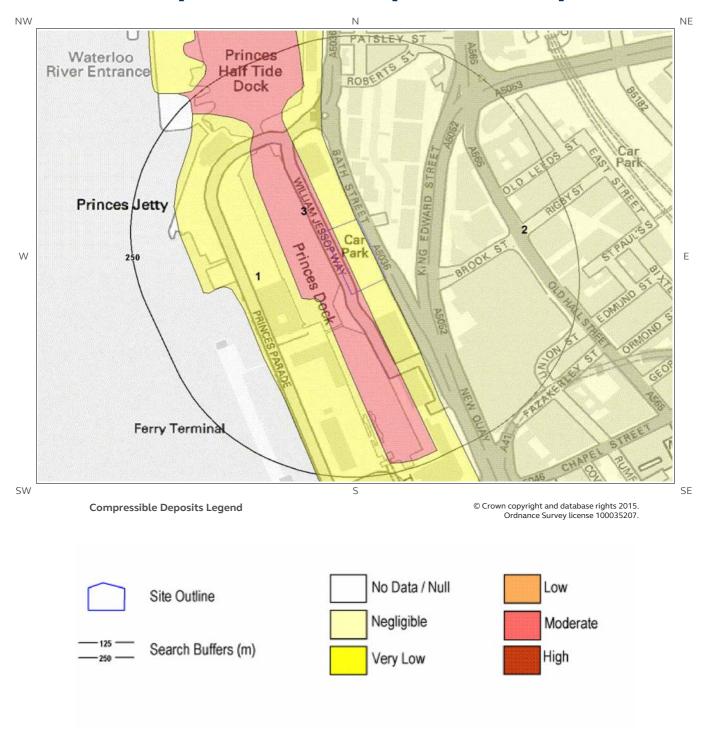
6.3 Ground Dissolution of Soluble Rocks Map



Report Reference: GS-2650136

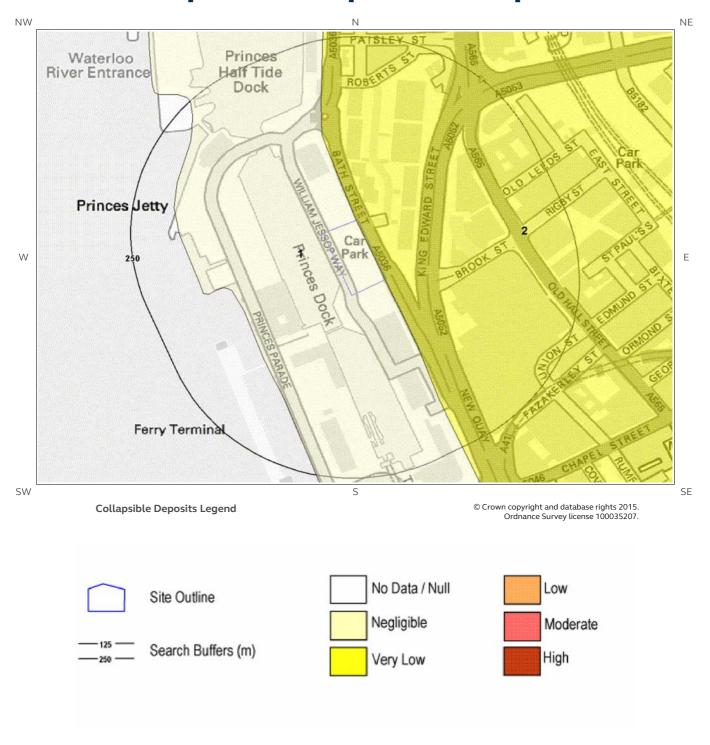


6.4 Compressible Deposits Map





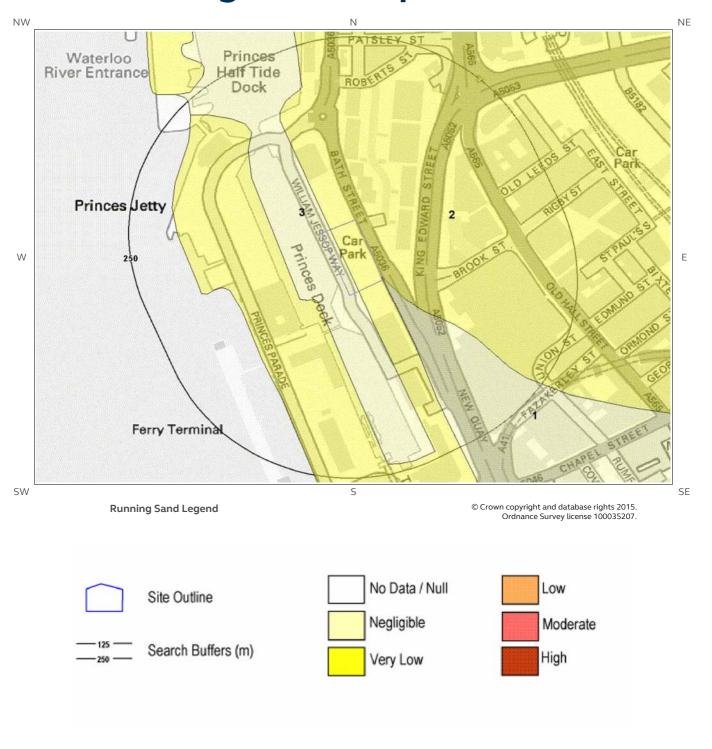
6.5 Collapsible Deposits Map



Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool



6.6 Running Sand Map





6 Natural Ground Subsidence

The National Ground Subsidence rating is obtained through the 6 natural ground stability hazard datasets, which are supplied by the British Geological Survey (BGS).

The following GeoSure data represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.

What is the maximum hazard rating of natural subsidence within the study site** boundary? Moderate

6.1 Shrink-Swell Clays

The following Shrink Swell information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Ground conditions predominantly low plasticity. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with shrink-swell clays.
2	0.0	On Site	Negligible	Ground conditions predominantly non-plastic. No special actions required to avoid problems due to shrink-swell clays. No special ground investigation required, and increased construction costs or increased financial risks are unlikely likely due to potential problems with shrink-swell clays.

6.2 Landslides

The following Landslides information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

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 $^{^{\}star}$ $\,\,$ This includes an automatically generated 50m buffer zone around the site



6.3 Ground Dissolution of Soluble Rocks

The following Ground Dissolution information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

6.4 Compressible Deposits

The following Compressible Deposits information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Very Low	Very low potential for compressible deposits to be present. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
2	0.0	On Site	Negligible	No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.
3	0.0	On Site	Moderate	Significant potential for compressibility problems. Avoid large differential loadings of ground. Do not drain or de-water ground near the property without technical advice. For new build - consider possibility of compressible ground in ground investigation, construction and building design. Consider effects of groundwater changes. Extra construction costs are likely. For existing property - possible increase in insurance risk from compressibility, especially if water conditions or loading of the ground change significantly.

6.5 Collapsible Deposits

The following Collapsible Rocks information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for collapsible deposits identified. No actions required to avoid problems due to collapsible deposits. No special ground investigation required, or increased construction costs or increased financial risk due to potential problems with collapsible deposits.
2	0.0	On Site	Very Low	Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

Report Reference: GS-2650136



6.6 Running Sands

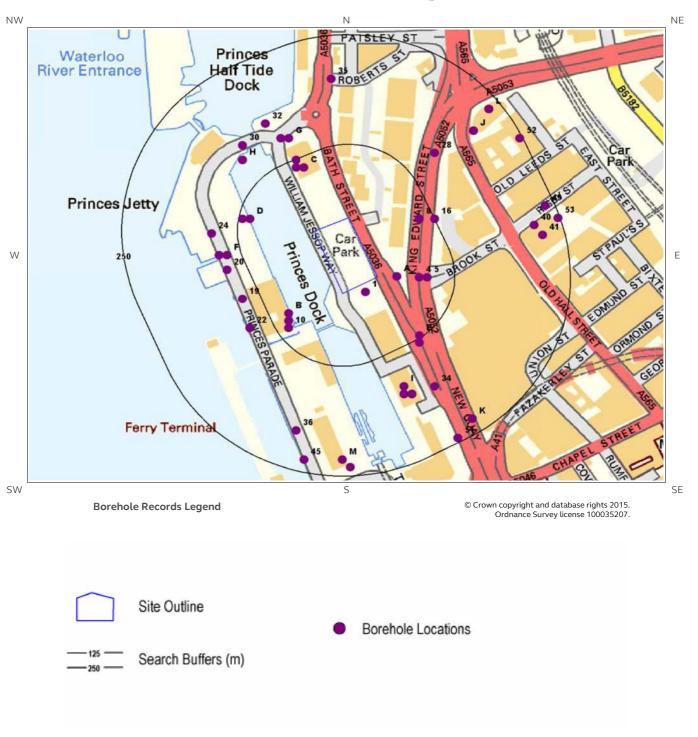
The following Running Sands information provided by the British Geological Survey:

ID	Distance (m)	Direction	Hazard Rating	Details
1	0.0	On Site	Negligible	No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
2	0.0	On Site	Very Low	Very low potential for running sand problems if water table rises or if sandy strata are exposed to water. No special actions required, to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.
3	0.0	On Site	Negligible	No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool



7 Borehole Records Map



Report Reference: GS-2650136



7 Borehole Records

The systematic analysis of data extracted from the BGS Borehole Records database provides the following information.

Records of boreholes within 250m of the study site boundary:

53

ID	Distance (m)	rection	NGR	BGS Reference	Drilled Length	Borehole Name
1	11.0	SE	333740 390760	SJ39SW863	-1.0	PRINCES DOCK LIVERPOOL 11
2A	25.0	Е	333781 390781	SJ39SW682	-1.0	MERSEY ESTUARY POLL.ALLV TP7
3A	25.0	E	333781 390781	SJ39SW681	-1.0	MERSEY ESTUARY POLL.ALLV TP6
4	54.0	E	333810 390780	SJ39SW618	-1.0	LIVERPOOL INN. RINGRD EA65
5	64.0	E	333820 390780	SJ39SW617	-1.0	LIVERPOOL INN. RINGRD EA64
6B	76.0	SW	333640 390730	SJ39SW873	-1.0	PRINCES DOCK LIVERPOOL RH1
7B	81.0	SW	333640 390720	SJ39SW882	-1.0	PRINCES DOCK LIVERPOOL TP7
8	82.0	NE	333810 390860	SJ39SW616	-1.0	LIVERPOOL INN. RINGRD EA63
9C	86.0	NW	333660 390930	SJ39SW875	-1.0	PRINCES DOCK LIVERPOOL RH3
10	86.0	SW	333640 390710	SJ39SW856	-1.0	PRINCES DOCK LIVERPOOL 4
11D	86.0	W	333590 390860	SJ39SW867	-1.0	PRINCES DOCK LIVERPOOL CH3
12C	89.0	NW	333650 390930	SJ39SW872	-1.0	PRINCES DOCK LIVERPOOL CH8
13D	96.0	W	333580 390860	SJ39SW880	-1.0	PRINCES DOCK LIVERPOOL TP5
14E	97.0	SE	333810 390700	SJ39SW619	-1.0	LIVERPOOL INN. RINGRD EA67
15C	99.0	NW	333650 390940	SJ39SW893	-1.0	PRINCES DOCK LIVERPOOL TP22
16	100.0	NE	333830 390860	SJ39SW615	-1.0	LIVERPOOL INN. RINGRD EA62
17E	106.0	SE	333810 390690	SJ39SW620	-1.0	LIVERPOOL INN. RINGRD EA68
18F	119.0	W	333560 390810	SJ39SW874	-1.0	PRINCES DOCK LIVERPOOL RH2
19	123.0	SW	333580 390750	SJ39SW881	-1.0	PRINCES DOCK LIVERPOOL TP6
20	126.0	SW	333560 390790	SJ39SW878	-1.0	PRINCES DOCK LIVERPOOL TP3
21F	128.0	W	333550 390810	SJ39SW868	-1.0	PRINCES DOCK LIVERPOOL CH4
22	130.0	SW	333590 390710	SJ39SW883	-1.0	PRINCES DOCK LIVERPOOL TP10

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						LOCATION INTELLIGENCE
ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length	Borehole Name
23G	130.0	NW	333640 390970	SJ39SW894	-1.0	PRINCES DOCK LIVERPOOL TP23
24	134.0	W	333540 390840	SJ39SW855	-1.0	PRINCES DOCK LIVERPOOL 3
25G	134.0	NW	333630 390970	SJ39SW864	-1.0	PRINCES DOCK LIVERPOOL 12
26H	135.0	NW	333580 390940	SJ39SW866	-1.0	PRINCES DOCK LIVERPOOL CH2
27H	135.0	NW	333580 390940	SJ39SW879	-1.0	PRINCES DOCK LIVERPOOL TP4
28	142.0	NE	333830 390950	SJ39SW614	-1.0	LIVERPOOL INN. RINGRD EA61
291	150.0	SE	333790 390630	SJ39SW892	-1.0	PRINCES DOCK LIVERPOOL TP20
30	150.0	NW	333580 390960	SJ39SW854	-1.0	PRINCES DOCK LIVERPOOL 2
311	159.0	SE	333790 390620	SJ39SW871	-1.0	PRINCES DOCK LIVERPOOL CH7
32	160.0	NW	333610 390990	SJ39SW865	-1.0	PRINCES DOCK LIVERPOOL CH1
331	163.0	SE	333800 390620	SJ39SW862	-1.0	PRINCES DOCK LIVERPOOL 10
34	168.0	SE	333830 390630	SJ39SW621	-1.0	LIVERPOOL INN. RINGRD EA69
35	190.0	N	333696 391051	SJ39SW680	-1.0	MERSEY ESTUARY POLL.ALLV TP5
36	198.0	S	333650 390570	SJ39SW857	-1.0	PRINCES DOCK LIVERPOOL 5
37J	200.0	NE	333880 390980	SJ39SW590	-1.0	OLD HALL ST LIVERPOOL 3
38J	200.0	NE	333880 390980	SJ39SW589	-1.0	OLD HALL ST LIVERPOOL 2A
39J	200.0	NE	333880 390980	SJ39SW588	-1.0	OLD HALL ST LIVERPOOL 2
40	215.0	Е	333959 390851	SJ39SW1713	-1.0	PALL MALL PHASE 1 LIVERPOOL TP 8
41	221.0	Е	333970 390838	SJ39SW1705	-1.0	PALL MALL PHASE 1 LIVERPOOL 5/RH5
42M	228.0	S	333710 390530	SJ39SW885	-1.0	PRINCES DOCK LIVERPOOL TP12
43K	231.0	SE	333879 390586	SJ39SW683	-1.0	MERSEY ESTUARY POLL.ALLV TP8
44K	231.0	SE	333879 390586	SJ39SW684	-1.0	MERSEY ESTUARY POLL.ALLV TP9
45	234.0	S	333660 390530	SJ39SW884	-1.0	PRINCES DOCK LIVERPOOL TP11
46L	234.0	NE	333900 391010	SJ39SW587	-1.0	OLD HALL ST LIVERPOOL 1
47L	234.0	NE	333900 391010	SJ39SW591	-1.0	OLD HALL ST LIVERPOOL 4
48L	234.0	NE	333900 391010	SJ39SW592	-1.0	OLD HALL ST LIVERPOOL 5
49	238.0	NE	333973 390878	SJ39SW1704	-1.0	PALL MALL PHASE 1 LIVERPOOL 4/RH4
50M	238.0	S	333720 390520	SJ39SW870	-1.0	PRINCES DOCK LIVERPOOL CH6
51	244.0	SE	333860 390560	SJ39SW622	-1.0	LIVERPOOL INN. RINGRD EA70

Report Reference: GS-2650136 Client Reference: Princes_Reach_Liverpool



ID	Distance (m)	Direction	NGR	BGS Reference	Drilled Length	Borehole Name
52	246.0	NE	333940 390970	SJ39SW64/A-F	5.79	LIVERPOOL T E EXTENSION
53	247.0	E	333990 390861	SJ39SW1712	-1.0	PALL MALL PHASE 1 LIVERPOOL TP 7

The borehole records are available using the hyperlinks below: Please note that if the donor of the borehole record has requested the information be held as commercial-in-confidence, the additional data will be held separately by the BGS and a formal request must be made for its release.

#52: scans.bgs.ac.uk/sobi_scans/boreholes/161033

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8 Estimated Background Soil Chemistry

Records of background estimated soil chemistry within 250m of the study site boundary:

2

For further information on how this data is calculated and limitations upon its use, please see the Groundsure Geoinsight Plus User Guide, available on request.

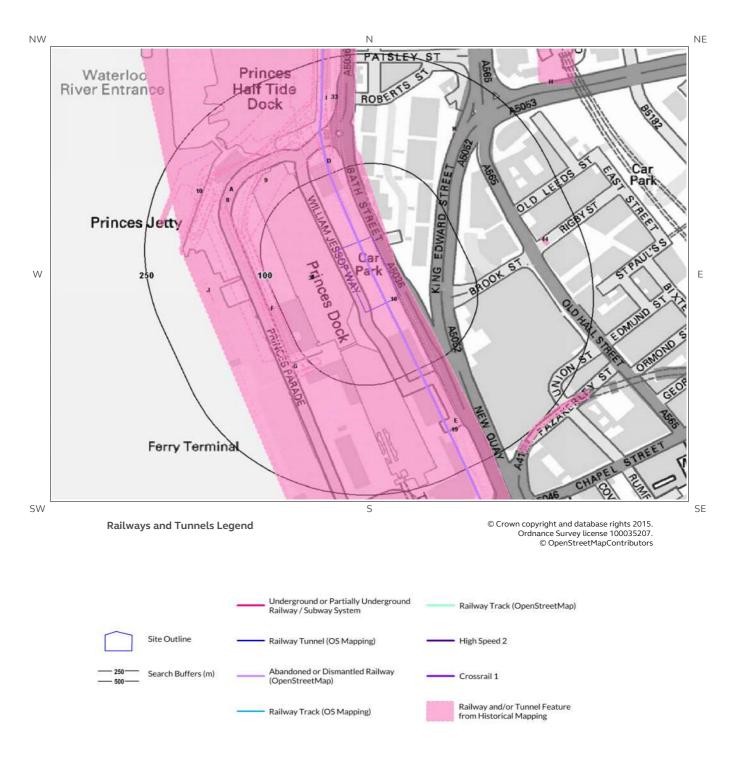
Distance (m)	Direction	Sample Type	Arsenic (As)	Cadmium (Cd)	Chromium (Cr)	Nickel (Ni)	Lead (Pb)
0.0	On Site	RuralSoil	<15 mg/kg	<1.8 mg/kg	60 - 90 mg/kg	15 - 30 mg/kg	200 - 300 mg/kg
18.0	NE	RuralSoil	<15 mg/kg	<1.8 mg/kg	90 - 120 mg/kg	15 - 30 mg/kg	200 - 300 mg/kg

^{*}As this data is based upon underlying 1:50,000 scale geological information, a 50m buffer has been added to the search radius.

Report Reference: GS-2650136



9 Railways and Tunnels Map



Report Reference: GS-2650136



9 Railways and Tunnels

9.1 Tunnels

This data is derived from OpenStreetMap and provides information on the possible locations of underground railway systems in the UK - the London Underground, the Tyne & Wear Metro and the Glasgow Subway.

Have any underground railway lines been identified within the study site boundary?

No

Have any underground railway lines been identified within 250m of the study site boundary?

No

Database searched and no data found.

Any records that have been identified are represented on the Railways and Tunnels Map.

This data is derived from Ordnance Survey mapping and provides information on the possible locations of railway tunnels forming part of the UK overground railway network.

Have any other railway tunnels been identified within the site boundary?

Nο

Have any other railway tunnels been identified within 250m of the site boundary?

No

Database searched and no data found.

Any records that have been identified are represented on the Railways and Tunnels Map.

9.2 Historical Railway and Tunnel Features

This data is derived from Groundsure's unique Historical Land-use Database and contains features relating to tunnels, railway tracks or associated works that have been identified from historical Ordnance Survey mapping.

Have any historical railway or tunnel features been identified within the study site boundary?

Yes

Have any historical railway or tunnel features been identified within 250m of the study site boundary? Yes

ID	Distance (m)	Direction	NGR	Details	Date
1	0	On Site	333633 392501	Railway Sidings	1967
2	0	On Site	333633 392501	Railway Sidings	1973
3	0	On Site	333633 392501	Railway Sidings	1982
16	0	On Site	333759 390757	Railway Sidings	1978
17	0	On Site	n/a	Railway	1890
18	24	NW	333665 390941	Railway Sidings	1908

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ID	Distance (m)	Direction	NGR	Details	Date
19	86	SE	334261 389952	Railway Sidings	1893
4A	87	SW	333652 391060	Railway Sidings	1909
5A	87	SW	333652 391060	Railway Sidings	1938
20D	88	NW	333662 390961	Railway Sidings	1954
21D	90	NW	333662 390962	Railway Sidings	1968
22D	90	NW	333662 390962	Railway Sidings	1954
23E	92	SE	n/a	Railways	1893
24E	92	SE	n/a	Railways	1908
6B	97	SW	333650 391048	Railway Sidings	1938
7B	97	SW	333650 391048	Railway Sidings	1906
8	101	SW	333647 391051	Railway Sidings	1927
25	106	SW	333550 390866	Railway Sidings	1978
9	107	NW	333577 390929	Railway Sidings	1990
26F	107	SW	333581 390777	Railway Sidings	1968
27F	107	SW	333581 390777	Railway Sidings	1954
28F	110	SW	333579 390777	Railway Sidings	1954
29G	110	SW	333621 390682	Railway Sidings	1908
30G	110	SW	333621 390682	Railway Sidings	1927
31	111	W	333657 391063	Railway Sidings	1908
32	121	W	333561 390932	Railway Sidings	1984
10	122	SW	333447 390884	Railway Sidings	1928
33	126	N	333674 391215	Railway Sidings	1893
34H	144	N	333646 391500	Railway Sidings	1953
35H	144	N	333646 391500	Railway Sidings	1962
36	146	NW	333566 391148	Railway Sidings	1927
371	146	N	333669 391213	Railway Sidings	1983
381	146	N	333669 391213	Railway Sidings	1982
39J	175	W	333507 390787	Railway Sidings	1968
40J	175	W	333507 390787	Railway Sidings	1954
41K	179	NE	333826 391007	Railway Sidings	1969

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ID	Distance (m)	Direction	NGR	Details	Date
42K	179	NE	333826 391007	Railway Sidings	1953
43K	179	NE	333826 391007	Railway Sidings	1975
44	197	NE	333943 390856	Railway Sidings	1984
11C	249	SE	333942 390609	Tunnel	1978
12C	249	SE	333948 390614	Tunnel	1954
13C	250	SE	333948 390613	Tunnel	1968
14C	250	SE	333948 390613	Tunnel	1954
15C	250	SE	333948 390613	Tunnel	1984

Any records that have been identified are represented on the Railways and Tunnels Map.

9.3 Historical Railways

This data is derived from OpenStreetMap and provides information on the possible alignments of abandoned or dismantled railway lines in proximity to the study site.

Have any historical railway lines been identified within the study site boundary?

Yes

Have any historical railway lines been identified within 250m of the study site boundary?

Yes

Distance (m)	Direction	Status
0	On Site	Abandoned

Multiple sections of the same track may be listed in the detail above Any records that have been identified are represented on the Railways and Tunnels Map.

9.4 Active Railways

These datasets are derived from Ordnance Survey mapping and OpenStreetMap and provide information on the possible locations of active railway lines in proximity to the study site.

Have any active railway lines been identified within the study site boundary?

No

Have any active railway lines been identified within 250m of the study site boundary?

No

Database searched and no data found.

Multiple sections of the same track may be listed in the detail above

Any records that have been identified are represented on the Railways and Tunnels Map.

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9.5 Railway Projects

These datasets provide information on the location of large scale railway projects High Speed 2 and Crossrail 1.

Is the study site within 5km of the route of the High Speed 2 rail project?

No

Is the study site within 500m of the route of the Crossrail 1 rail project?

No

Further information on proximity to these routes, the project construction status and associated works can be obtained through the purchase of a **Groundsure HS2** and **Crossrail 1 Report**.

The route data has been digitised from publicly available maps by Groundsure. The route as provided relates to the Crossrail 1 project only, and does not include any details of the Crossrail 2 project, as final details of the route for Crossrail 2 are still under consultation.

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Contact Details

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LOCATION INTELLIGENCE

Geological Survey

NATURAL ENVIRONMENT RESEARCH COUNCIL

British

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Email:enquiries@bgs.ac.uk Web:www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries



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The Coal Authority

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Public information access office Public Health England, Wellington House 133-155 Waterloo Road, London, SE1 8UG

https://www.gov.uk/government/organisations/public-healthengland

Email: **enquiries@phe.gov.uk** Main switchboard: 020 7654 8000



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Report Reference: GS-2650136



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Report Reference: GS-2650136

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

requires:
"Beneficiary" means the person or entity for whose benefit the
Client has obtained the Services.

"Client" means the party or parties entering into a Contract with Groundsure.

"Commercial" means any building or property which is not Residential.

"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

(i) information which the Client can prove was rightfully in its possession prior to disclosure by Groundsure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

"Support Services" means Support Services provided by Groundsure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between Groundsure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

"Third Party Data Provider" means any third party providing Third Party Content to Groundsure.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Fees" has the meaning set out in clause 5.1.

"Groundsure" means Groundsure Limited, a company registered in England and Wales under number 03421028.

"Groundsure Materials" means all materials prepared by Groundsure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.

"Order" means an electronic, written or other order form submitted by the Client requesting Services from Groundsure in respect of a specified Site.

"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

"Order Website" means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.

"Residential" means any building or property used as or intended to be used as a single dwelling.

"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

"Services" means any Report, Mapping and/or Support Services which Groundsure has agreed to provide by accepting an Order pursuant to clause 2.6.

"Site" means the area of land in respect of which the Client has requested Groundsure to provide the Services.

"Third Party Content" means data, database information or other information which is provided to Groundsure by a Third Party Data Provider

"User Guide" means the user guide, as amended from time to time, available upon request from Groundsure and on the website (www.Groundsure.com) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotations

- 2.1 Groundsure agrees to provide the Services in accordance with the Contract.
- 2.2 Groundsure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of Groundsure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, Groundsure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and Groundsure will have no liability therefor. In addition you acknowledge and agree that Groundsure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 Groundsure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by Groundsure. Groundsure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by Groundsure. Groundsure's acceptance of an Order shall be binding only when made in writing and signed by Groundsure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to Groundsure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to Groundsure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as Groundsure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable Groundsure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the Groundsure Materials, or use the Groundsure Materials in a manner for which they were not intended. The Client may make the Groundsure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that Groundsure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website.

4 Reliance

4.1The Client acknowledges that the Services provided by Groundsure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by Groundsure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(i) the Beneficiary,

- (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),
 - (iv) the first purchaser or first tenant of the Site, and
- (v) the professional advisers and lenders of the first purchaser or tenant of the Site.
- 4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.
- 4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by Groundsure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

- 5.1Groundsure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").
- 5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure's invoice or such other period as may be agreed in writing between Groundsure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.
- 5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.
- 6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.
- 6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey.
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7.Liability: Particular Attention Should Be Paid To This Clause

- 7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:
- (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or subcontractors;
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.
- 7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

8 Groundsure's right to suspend or terminate

- 8.1 If Groundsure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, Groundsure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.
- 8.2 Groundsure shall be entitled to terminate the Contract immediately on written notice in the event that:
- (i) the Client fails to pay any sum due to Groundsure within 30 days of the Payment Date; or
- (ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved: or
- (iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or
- (iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.
- 9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:
- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and
- $\hbox{ (ii) } \qquad \hbox{the Reports and/or Mapping provided under this } \\ \hbox{Contract are }$
 - (a) supplied to the Client's specification(s) and in

any event

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

- (i) Groundsure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in Groundsure's possession or control; and
- (ii) the Client shall pay to Groundsure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay Groundsure any additional costs incurred in relation to the termination or suspension of the Contract.

11 Anti-Bribery

- 11.1 The Client warrants that it shall:
- (i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (ii) comply with such of Groundsure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and
- (iii) promptly report to Groundsure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.
- 11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

- 12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through Groundsure.
- 12.3 Groundsure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of Groundsure.
- 12.4 No failure on the part of Groundsure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.
- 12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract
- 12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 12.7 Groundsure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:
- (i) the Client or Beneficiary's failure to provide facilities, access or information;
 - (ii) fire, storm, flood, tempest or epidemic;
 - (iii) Acts of God or the public enemy;
 - (iv) riot, civil commotion or war;
 - (v) strikes, labour disputes or industrial action;
- $\hbox{ (vi)} \qquad \hbox{acts or regulations of any governmental or other} \\ \hbox{agency;} \\$
- (vii) suspension or delay of services at public registries by Third Party Data Providers;
 - (viii) changes in law; or
- (ix) any other reason beyond Groundsure's reasonable

control.

In the event that Groundsure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then Groundsure shall be entitled to terminate this Contract immediately on written notice to the Client.

- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.
- 12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner. In the event you are not satisfied with Groundsure's complaints handling process or you are unable to resolve the complaint, at your discretion you may refer the complaint to The Property Ombudsman Scheme at the following URL/email: website www.tpos.co.uk or email: admin@tpos.co.uk

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law

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