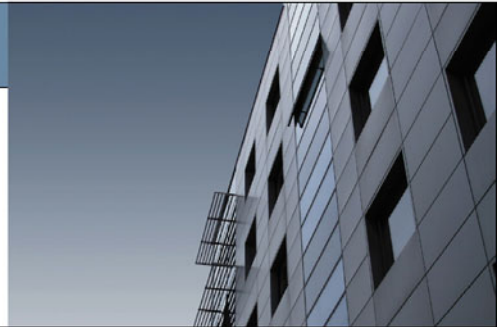


## LIABILITY SCREENING REPORT

# Risk Screen



### Property Reviewed

**Middle School  
The Lane  
Pontefract  
Yorkshire  
LS11 1HH**

### Review Prepared For

**ABC Solicitors LLP**

### Your Reference

**XX 1234**

### Date

**1 November 2010**

### Renaissance Regeneration Reference

**C010910 - Middle School**

## Renaissance Regeneration Ltd

**T 01284 765563  
F 01284 765581  
E [info@renreg.co.uk](mailto:info@renreg.co.uk)**

## Risk Screen Summary

<b>ENVIRONMENTAL STATUS</b>	<b>FURTHER ASSESSMENT</b>
---------------------------------	-------------------------------

The overall situation has been inferred from the supplied information or lack thereof, as well as that received from Landmark. No warranty is given as to the accuracy of the supplied information, Landmark data and/or resultant inferences. Should this situation change, the Environmental Status may also change.

## Using this Report

This report is designed to give an initial assessment of the potential environmental risks associated with the site (see Report Methodology and Limitation on page 5 for more details). As no two properties are identical, this report is not restricted to the use of predefined statements or recommendation. Instead, the report author has stated simply and clearly exactly what is required, suggesting different options for your consideration as appropriate. **Please note that the Sitecheck data is included only for your information. Renaissance Regeneration have conducted a thorough review to produce the following summaries and recommendations, so that no further reference to the data is necessary.**

The **Risk Screen Summary section** is designed to give an immediate idea whether or not there is a material environmental risk at the site being determined as Contaminated by the local authority under Part IIA of the Environmental Protection Act 1990 (see below).

The **Site Description section** contains the salient points of current and historical significance, both on the site and in the surrounding area, which may affect the environmental risk associated with the site.

The **Conclusions section** explains how the points mentioned in the Site Description section may cause the site to be determined as Contaminated and what can be done to remedy the situation. The recommendations for further action are brief by necessity, but should provide enough detail for you to make an informed decision. As this report was produced manually by an environmental specialist, it may contain additional observations and advice about the site that does not relate to the risk of it being determined as Contaminated. These are included at the discretion of the report author, when they consider that you will benefit from their inclusion. Where prices for further work are included, these should be viewed as guidelines only as there is often a significant amount of work required before an accurate quotation can be produced. The prices given in the Conclusions section will assume that the conditions on the site are 'average' for that type of property.

The **Report Methodology and Limitations section** describes the approach we have taken in producing this report and sets out its limitations.

The **Sitecheck Data section** contains the raw data upon which the report is based.

## Renaissance Regeneration Ltd

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## Site Description

The site consists of a large number of contiguous buildings comprising Middle School. There are areas of hard standing and soft landscaping surrounding the buildings, with playing fields and sports courts to the east. There is also a hard standing driveway leading up to the school from the west, with a small patch of woodland to the south. It is located in a densely developed predominately residential and commercial area.

The site is not currently identified as hosting a potentially polluting activity. However, there are a large number of such activities listed beyond 50m from the site. These include predominately small scale commercial activities which are unlikely to significantly affect the site. However, within 50m of the school there is a refrigeration firm, approximately 15m to the east and a former engineering firm was located immediately to the north, which appears to have been recently developed into residential use.

There are six small areas of landfill listed within 250m of the school. These were filled prior to 1974, with the closest located approximately 75m to the north. An additional two areas of landfill are listed as being filled after 1974 (after the implementation of the Control of Pollution Act).

Two electrical substations were located on the site from the early 1970s. In the surrounding area there has been a number of potentially polluting activities since at least the mid 1800s, which included railways, a quarry, textile manufacturing, general factories and a gas works. The most significant of these activities is the former gas works dating from the mid 1800s until the late 1930s, located approximately 20m to the northeast of the site. The gas works appeared to be redeveloped in the 1960s and 1970s.

The former quarry, approximately 70m to the north of the school was filled in the 1960s or 1970s and in the 1940s and 1950s a large number of small ponds were filled. At this time, a large amount of development occurring in the surrounding area.

The site is situated over a minor aquifer (low importance underground water resource) with no underground water abstractions, significant water courses or other designated ecological receptors near to the property. The nearest residential properties border the site.

## Conclusions

The site and surrounding area have a history of potentially contaminative uses; particularly of concern is the former gas works to the northeast. The unlicensed and licensed landfills close to the site may also be polluting the area with chemicals and ground gas (such as methane or carbon dioxide).

The local authority should be contacted to enquire about their knowledge of the site and the surrounding area, the status of their contaminated land inspection strategy and the potential for the site being inspected under Part IIA of the Environmental Protection Act 1990. Renaissance Regeneration can undertake these enquiries for £180 plus disbursements and VAT.

The vendor should confirm that any electrical substations on the site conform to current legislation and, to the best of their knowledge, have not leaked in the past.

## Additional Considerations

**Flooding:** The property is not situated on a river or sea flood plain. A flood map for this area can be viewed on the Environment Agency website: [Here](#).

**Coal Mining:** The site is situated within an area that may be affected by coal mining. A coal mining report should be purchased from the Coal Authority. They can be contacted on 01623 637000.

## Generic Advice

The advice given in this section is not site-specific as it was not possible to gain enough information to comment so on these issues. However, they are commonly of concern and warrant mention.

**Regulatory Compliance:** When becoming the freehold owner of property let to other businesses, there may be some liability associated with the current or recent operational practices of these businesses. To understand whether or not you may inherit such liability, please raise the issue with your solicitor. However, it may not be possible to give a definitive answer without conducting a compliance audit. Please contact Renaissance on 01284 765563 for further assistance with this issue.

**Discharge Consents:** Many properties, especially older ones, discharge surface waters directly to nearby ditches or streams. This is an offence without a discharge consent and you should ensure that this is not occurring at the site. Many industrial sites also require a consent to discharge trade effluent and/or surface water to the sewer. Contacting the Environment Agency or your local water company may be good places to start enquiries; alternatively contact Renaissance on 01284 765563 for further assistance.

**Interceptors:** Many properties will have an interceptor to catch sediment and/or chemicals such as oil before discharging to sewer (or soakaway). Ensure any interceptors are in good working order and not full of sediment or chemicals. If there is not an interceptor at a large or high risk site, you should consider installing one. Please remember that the use of detergents at a site can negate the effect of an interceptor and lead to a breach of discharge consent.

**Soakaways:** The risk of contaminants emanating from a property and polluting underground water, streams or neighbouring properties will be increased where the site drainage discharges to a soakaway. Great care should therefore be taken to prevent contaminants (such as fuel and solvents) entering the drainage system. Also, where properties are situated over Chalk, the discharged water could erode the Chalk and cause the buildings to collapse. If your property is situated on Chalk and employs a soakaway, you should consult a geotechnical engineer.

**Compressors:** Many sites have compressors, which commonly create an oily blow down. Where this is occurring, ensure that the compressor is situated on a hard floor (such as concrete), away from surface drains and that the blow down is regularly cleaned away.

**Transformers:** Any transformers on the site should be compliant with current regulations, and not contain PCB's. This was commonly used in the coolant oil between approximately 1960 and 1980, so that any transformers from this period or before should have been tested.

**Waste:** If you are uncertain of your obligations under the commercial and industrial waste regime (including packaging waste and WEEE), a compliance audit may be advisable. Visit the Environment Agency NetRegs website to start with and contact Renaissance on 01284 765563 should you need further assistance.

**Fuel Oil Tanks:** Some otherwise low-risk properties may contain fuel oil storage tanks for heating purposes. Where there are storage tanks, check that they and the associated pipework are in good condition and ensure that none of the pipework runs below ground. Tanks should generally be bunded, with all taps and hoses situated within the bund. Ensure that the bund is not breached (for instance to drain rain water) and is at least 110% the volume of the tank. Check also for stained ground around the tank and distressed vegetation.

## Sources of Additional Guidance

A good starting point for general information about the environment and associated regulation is the Environment Agency ([www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)) or DEFRA ([www.defra.gov.uk](http://www.defra.gov.uk)).

Particular publication of relevance, in addition to the acts and regulation mentioned above, are:

**DoE Industry Profiles:** Currently available on the Environment Agency website, they describe the common activities and the potential contamination resulting from a selection of industries. They are quite old, but still very useful.

**NetRegs:** On the Environment Agency website, this is a dedicated section that is designed to help small businesses navigate through the maze of environmental legislation.

**Environmental Law Handbook - 5<sup>th</sup> Addition:** Published by the Law Society and provides valuable assistance with many environmental issues.

**Environment Agency Guidance on Requirements for Land Contamination Reports, EA 2005:** Guidance by the Environment Agency for developers and others on the type of information that they require in order to assess site investigation and remediation reports submitted under the planning regime.

**Brownfield - Managing the Development of Previously Developed Land - A Clients Guide:** Published by the Construction Industry Research and Information Association (CIRIA).

## Report Methodology and Limitations

This Risk Screen has been prepared to assist the client in gaining an understanding of the potential environmental risks associated with the site. The report concentrates on potential liabilities that could arise under Part IIA of the Environmental Protection Act 1990. The report assesses the risks using the source-pathway-receptor model, as is the industry standard. A 'source' is a source of contamination, a 'pathway' a medium by which the contaminants may travel, and a 'receptor' something that may be negatively affected by the contaminants. The Environmental Status reflects the likelihood that contaminants are present in or under the ground at the site (but not stored or resting on the site) such that the site would be determined as Contaminated under Part IIA of the Environmental Protection Act 1990, or prosecuted under The Water Resources Act 1991. Any comments about additional matters such as radon, ground stability and flooding are done at the discretion of the report writer, are included purely for information and do not form part of the assessment.

The Environmental Status uses the terms 'Pass' and 'Fail' to describe the level of environmental risk associated with the property. These values are relative terms, with the 'Fail' designation suggesting only that there is a potential for material liability, and the 'Pass' designation suggesting that material liabilities are unlikely. The values are also qualitative and subjective, having been determined by professional judgement from the diligent review of information supplied by third parties to Renaissance. These values should therefore be interpreted as the opinion of the report's author and not as absolute.



This report is based upon information supplied to Renaissance by the client and from centralised databases of publicly available information that has been chosen to allow an office-based assessment of the environmental risks associated with the property. The detail of this information gathered is reflected in the price of the final report, which was agreed with the client prior to this report being undertaken. Renaissance can not guarantee or vouch for the accuracy, completeness or reliability of this information, nor will it accept responsibility for any of the data provided by third parties.

Renaissance Regeneration Ltd. has chosen an appropriate level of effort to assess the risk status of the site. Renaissance Regeneration Ltd. has diligently assessed the available data supplied by third parties to assign an appropriate risk rating to the site. However, the ratings assigned refer only to the potential for contamination being present at the site and associated actions being taken against the client.

This report is supplied under the standard Renaissance Regeneration Ltd. terms and conditions of engagement, a copy of which is available upon request.

## Buckingham Palace, London, SW1A 1AA

**Prepared for:**

**MS R French**  
**Clarke Willmott**  
**Blackbrook Gate**  
**Blackbrook Park Avenue**  
**Taunton**  
**Somerset**  
**TA1 2PG**

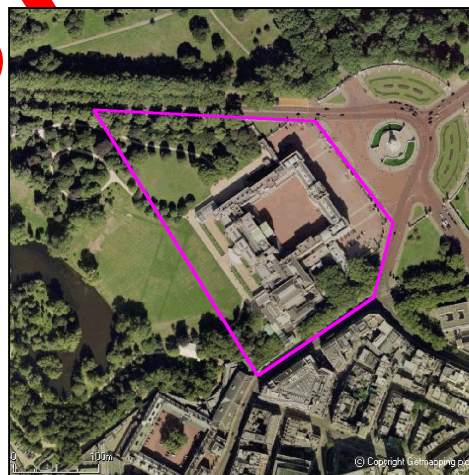
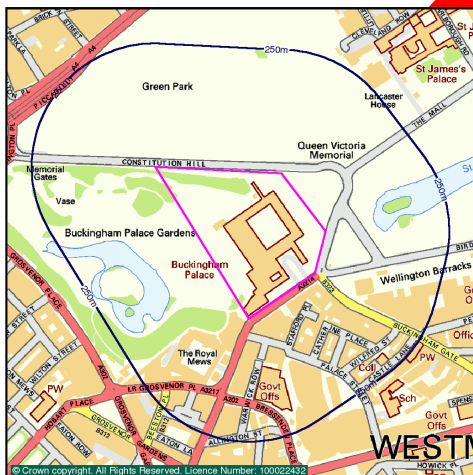
**Report Reference:** **SCD\_27531804\_2\_1**

**Report Date:** **22-MAY-2009**

**Customer Reference:** **TESTDATA/FLOODPASSED**

**National Grid Reference:** **529000 179650**

**Site Area:** **59989 m<sup>2</sup>**



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

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

Report Sections and Details	Page
<b>Summary of Site</b>	-
This section comprises source, pathway and receptor information found on site. Other factors which may affect the site are also included.	
<b>Aerial Photo</b>	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.	
<b>Location Map</b>	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.	
<b>Summary Table</b>	3
This section comprises of a summary table of the information found on site and in its vicinity.	
<b>Current Land Use</b>	7
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.	
<b>Historical Land Use</b>	10
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	
<b>Sensitivity</b>	14
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	
<b>Other Factors</b>	18
This section contains information on other factors which may affect the site and its vicinity.	
<b>Useful Information</b>	20
This section contains information which may be of use when interpreting the report.	
<b>Useful Contacts</b>	21
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.	

<b>Historical Land Use</b>	<b>Page No.</b>	<b>Reference Number (Map ID)</b>
<b>Potentially Contaminative Uses</b>		
<b>Historical Tanks And Energy Facilities</b>		
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1952 - 1967	11	1
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1952 - 1968	11	1

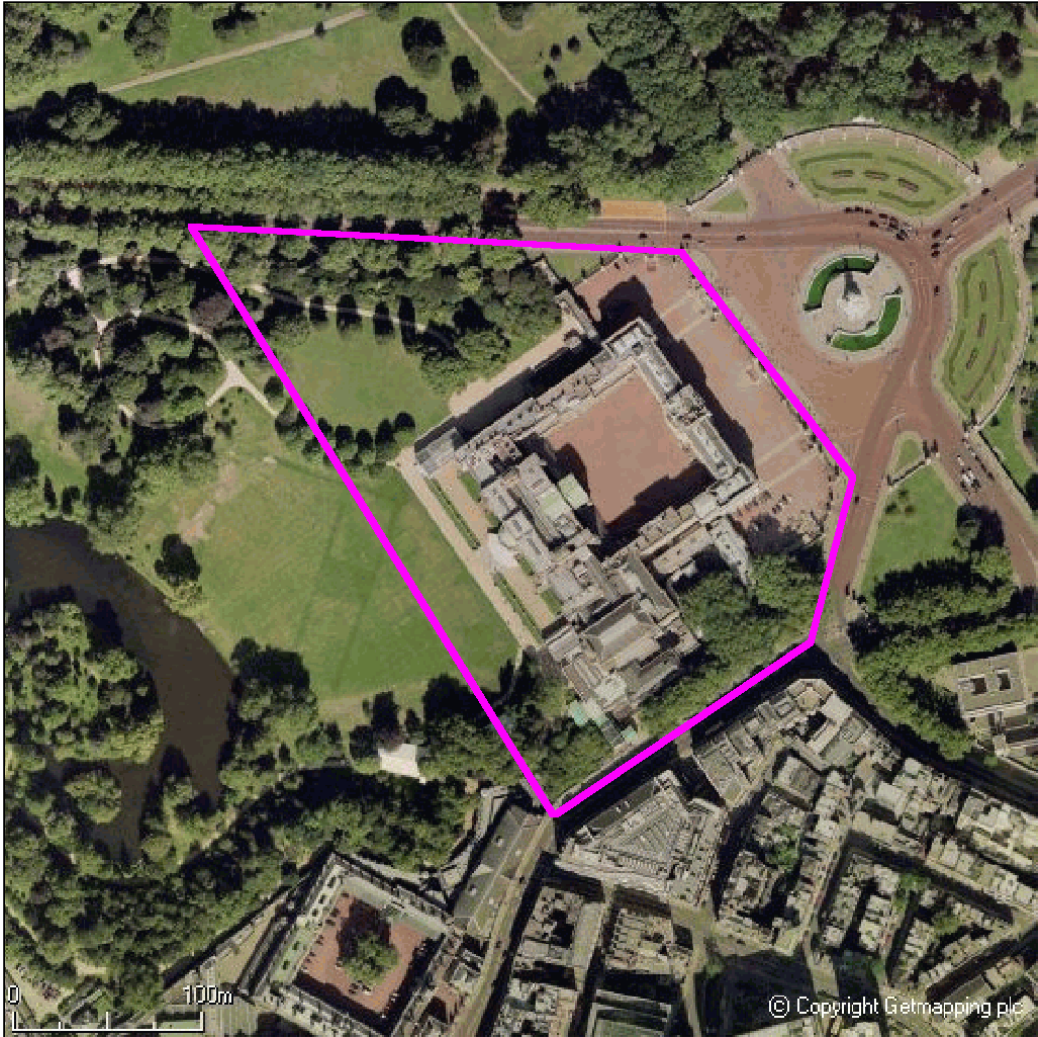
<b>Sensitivity</b>	<b>Page No.</b>	<b>Reference Number (Map ID)</b>
<b>Pathways</b>		
<b>Groundwater Vulnerability</b>		
Geological Classification: Non Aquifer (Negligibly permeable) - Formations which are generally regarded as containing insignificant quantities of groundwater. However, groundwater flow through such rocks, although imperceptible, does take place and needs to be considered in assessing the risk associated with persistent pollutants, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 39 West London, Contact Ref: 2	16	-
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, 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 Scale: 1:100,000, Map Name: Sheet 39 West London, Contact Ref: 2	16	-
<b>Extreme Flooding from Rivers or Sea without Defences</b>		
Flood Plain Type: Tidal, Contact Ref: 2	16	-
<b>Areas Benefiting from Flood Defences</b>		
Type: Area Benefiting from Flood Defences, Contact Ref: 2	16	-



<b>Sensitivity</b>	<b>Page No.</b>	<b>Reference Number (Map ID)</b>
<b>Environmentally Sensitive Receptors</b>		
<b>Water Abstractions</b>		
The Keeper Of The Privy Purse, Borehole At Buckingham Palace, Abstractions Industrial, Reference: 28/39/39/0196c, Permit Version: 1, Authorised Start: 01 January, Authorised End: 31 December, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	17	2
The Keeper Of The Privy Purse, Borehole At Buckingham Palace, Abstractions Industrial, Reference: 28/39/39/0196c, Permit Version: 1, Authorised Start: 01 January, Authorised End: 31 December, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	17	2

Other Factors	Page No.	Reference Number (Map ID)
<b>Geological</b>		
<b>Radon Potential - Radon Affected Areas</b>		
Affected Areas: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	18	-
<b>Radon Potential - Radon Protection Measures</b>		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	18	-
<b>Potential for Compressible Ground Stability Hazards</b>		
Hazard Potential: Moderate, Contact Ref: 3	18	-
<b>Potential for Landslide Ground Stability Hazards</b>		
Hazard Potential: Very Low, Contact Ref: 3	18	-
<b>Potential for Running Sand Ground Stability Hazards</b>		
Hazard Potential: Low, Contact Ref: 3	18	-
<b>Potential for Shrinking or Swelling Clay Ground Stability Hazards</b>		
Hazard Potential: Moderate, Contact Ref: 3	18	-
<b>Potential for Collapsible Ground Stability Hazards</b>		
Hazard Potential: Moderate, Contact Ref: 3	18	-

**EXT**



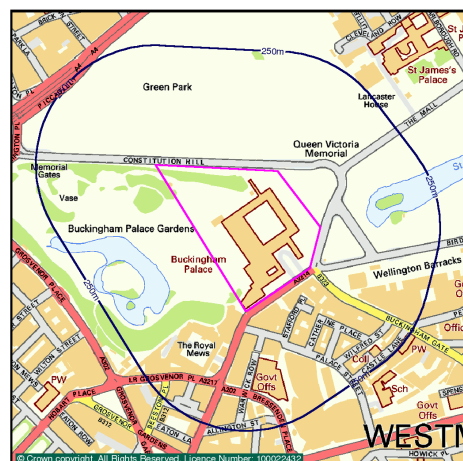
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**Grid Reference**  
529000, 179650

**Report Reference**  
SCD\_27531804\_2\_1

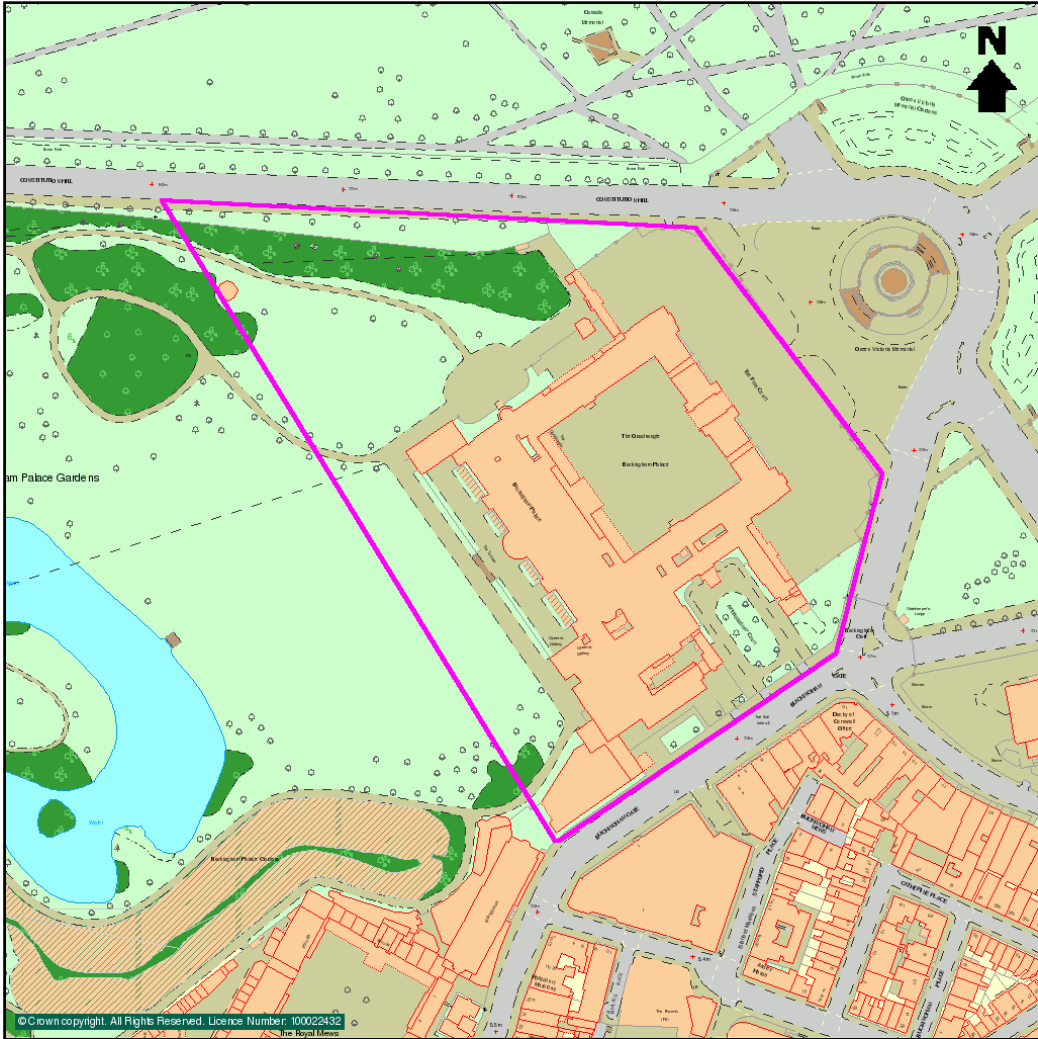
**Customer Reference**  
TESTDATA/FLOODPASSED

**Size of Site**  
59989 m<sup>2</sup>



**27531804\_2\_1**

Brought to you by Landmark



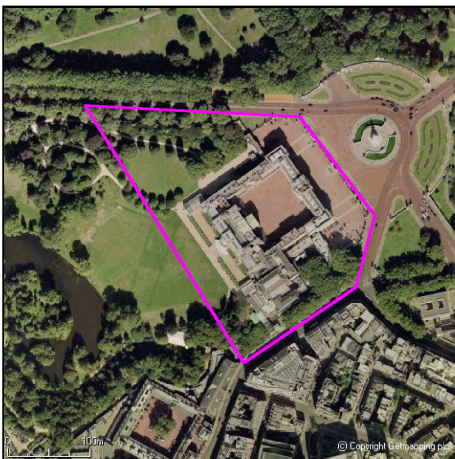
**Site**  
Buckingham Palace, London, SW1A 1AA

**Grid Reference**  
529000, 179650

**Report Reference**  
SCD\_27531804\_2\_1

**Customer Reference**  
TESTDATA/FLOODPASSED

**Size of Site**  
59989 m<sup>2</sup>



**27531804\_2\_1**

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Current Land Use	On Site	0-250m
Sources	0	23
<b>Waste / Landfill Sites</b>		
BGS Recorded Landfill Sites	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0
Licensed Waste Management Facilities (Locations)	0	0
Local Authority Recorded Landfill Sites	0	0
Registered Landfill Sites	0	0
Registered Waste Transfer Sites	0	0
Registered Waste Treatment or Disposal Sites	0	0
<b>Statutory Authorisations</b>		
Local Authority Pollution Prevention and Controls	0	1
Contaminated Land Register Entries and Notices	0	0
Registered Radioactive Substances	0	0
<b>Discharge Consents</b>		
Discharge Consents	0	0
Water Industry Act Referrals	0	0
<b>Industrial Processes</b>		
Integrated Pollution Controls	0	0
Integrated Pollution Control Registered Waste Sites	0	0
Integrated Pollution Prevention And Control	0	0
Local Authority Integrated Pollution Prevention And Control	0	0
<b>Storage of Hazardous Substances</b>		
Control of Major Accident Hazards Sites (COMAH)	0	0
Explosive Sites	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0
Planning Hazardous Substance Consents	0	0
<b>Contraventions</b>		
Local Authority Pollution Prevention and Control Enforcements	0	0
Enforcement and Prohibition Notices	0	0
Planning Hazardous Substance Enforcements	0	0
Prosecutions Relating to Authorised Processes	0	0
Prosecutions Relating to Controlled Waters	0	0
Substantiated Pollution Incident Register	0	0

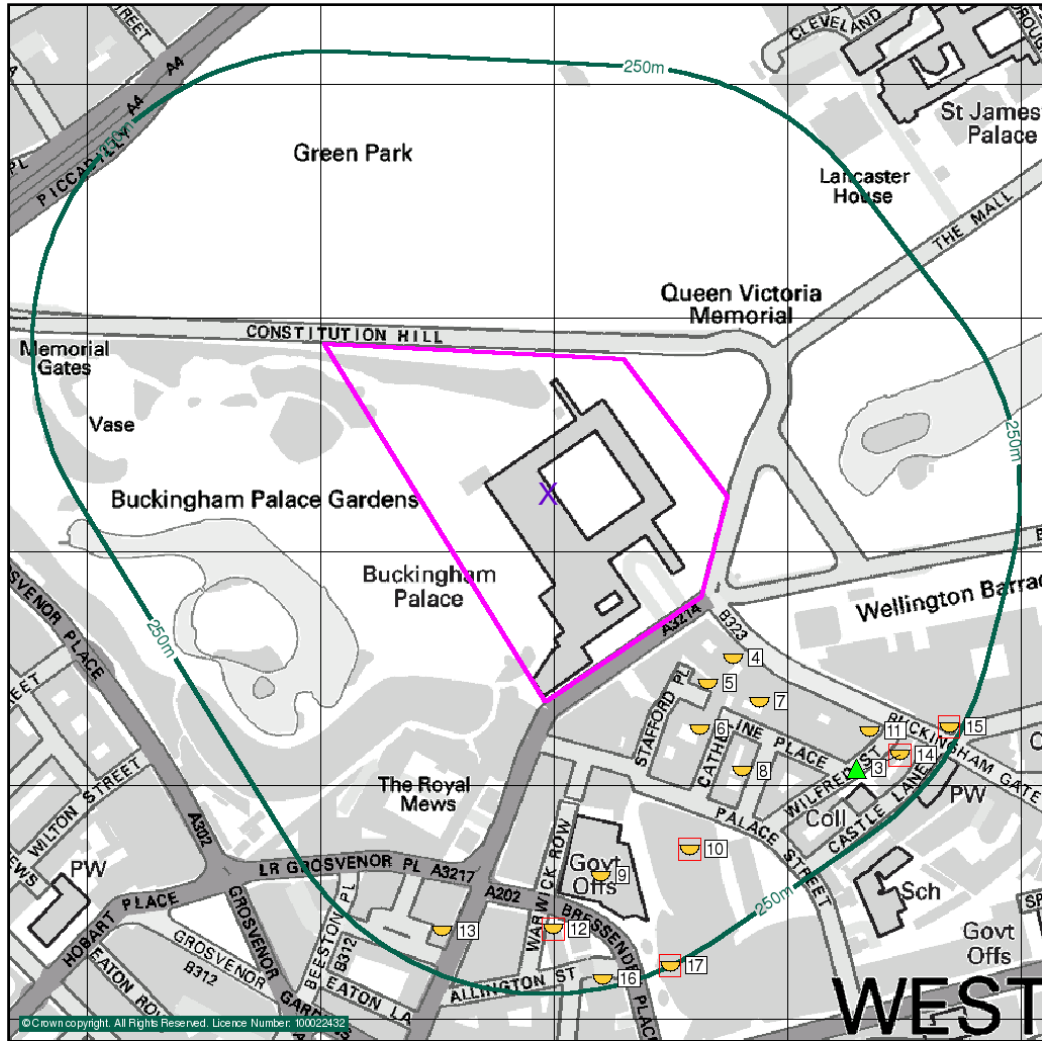
Current Land Use	On Site	0-250m
<b>Sources</b>	<b>0</b>	<b>23</b>
<b>Potentially Contaminative Uses</b>		
Contemporary Trade Directory Entries	0	21
Fuel Station Entries	0	1
<b>Miscellaneous</b>		
BGS Recorded Mineral Sites	0	0

Historical Land Use	On Site	0-250m
<b>Sources</b>	<b>2</b>	<b>13</b>
<b>Potentially Contaminative Uses</b>		
Historical Tanks And Energy Facilities	2	11
Potentially Contaminative Industrial Uses (Past Land Use)	0	2
<b>Potentially Infilled Land</b>		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	0

Sensitivity	On Site	0-250m
<b>Pathways and Receptors</b>	<b>6</b>	<b>2</b>
<b>Pathways</b>		
Groundwater Vulnerability	2	n/a
Drift Deposits	0	n/a
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	1	0
Flooding from Rivers or Sea without Defences	0	1
Areas Benefiting from Flood Defences	1	0
Flood Water Storage Areas	0	0
Flood Defences	0	0

Sensitivity	On Site	0-250m
<b>Pathways and Receptors</b>	<b>6</b>	<b>2</b>
<b>Environmentally Sensitive Receptors</b>		
Areas of Outstanding Natural Beauty	0	0
Environmentally Sensitive Areas	0	0
Local Nature Reserves	0	0
Marine Nature Reserves	0	0
National Nature Reserves	0	0
Nearest Surface Water Feature	0	1
Ramsar Sites	0	0
Sites of Special Scientific Interest	0	0
Source Protection Zones	0	0
Special Areas of Conservation	0	0
Special Protection Areas	0	0
Water Abstractions	2	0
<b>Protected Countryside Areas</b>		
Forest Parks	0	0
National Parks	0	0
National Scenic Areas	0	0

<b>Other Factors</b>	<b>On Site</b>	<b>0-250m</b>
<b>Geological</b>	<b>7</b>	<b>5</b>
Brine Compensation Area	0	n/a
Coal Mining Affected Areas	0	n/a
Mining Instability	0	0
Natural and Mining Cavities	0	0
Radon Potential - Radon Affected Areas	1	n/a
Radon Potential - Radon Protection Measures	1	n/a
Potential for Collapsible Ground Stability Hazards	1	1
Potential for Compressible Ground Stability Hazards	1	1
Potential for Ground Dissolution Stability Hazards	0	0
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	1
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1
Shallow Mining Hazards	0	0



General	Waste/Landfill Sites	Contraventions	Storage Of Hazardous Substances	Statutory Authorisations	
<ul style="list-style-type: none"> <li><span style="color: magenta;">□</span> Site Boundary</li> <li><span style="color: green;">○</span> Search Buffer</li> <li><span style="color: blue;">x</span> Bearing Reference Point</li> <li><span style="border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Reference Number</li> </ul>	<ul style="list-style-type: none"> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> BGS Recorded Landfill Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Licensed Waste Management Facilities (Landfill)</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Local Authority Recorded Landfill Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Waste Transfer Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Waste Treatment or Disposal Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Landfill Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Point Location of Registered Landfill Site</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: red;">★</span> BGS Recorded Landfill Site (Point)</li> <li><span style="color: red;">●</span> Licensed Waste Management Facilities (Location)</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Local Authority Recorded Landfill Site (Point)</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Waste Transfer Site (Point)</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Waste Treatment or Disposal Site (Point)</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Registered Landfill Site</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px;"></span> Potential Landfill Buffer</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: blue;">x</span> Local Authority Pollution Prevention and Control Enforcement</li> <li><span style="color: blue;">x</span> Planning Hazardous Substance Enforcement</li> <li><span style="color: blue;">x</span> Prosecution Relating to Authorised Processes</li> <li><span style="color: blue;">x</span> Enforcement and Prohibition Notice</li> <li><span style="color: blue;">x</span> Substantiated Pollution Incident Register</li> <li><span style="color: blue;">x</span> Prosecution Relating to Controlled Waters</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: green;">+</span> COMAH</li> <li><span style="color: green;">+</span> Planning Hazardous Substance Consent</li> <li><span style="color: green;">+</span> Explosive Site</li> <li><span style="color: green;">+</span> NHHS</li> </ul> <p><b>Industrial Processes</b></p> <ul style="list-style-type: none"> <li><span style="color: blue;">x</span> Integrated Pollution Control</li> <li><span style="color: blue;">x</span> Integrated Pollution Prevention Control</li> <li><span style="color: blue;">x</span> Integrated Pollution Control Registered Waste Site</li> <li><span style="color: blue;">x</span> Local Authority Integrated Pollution Prevention and Control</li> </ul>	<ul style="list-style-type: none"> <li><span style="color: green;">▲</span> Local Authority Pollution Prevention and Control</li> <li><span style="color: blue;">◆</span> Contaminated Land Register Entry or Notice (Point)</li> <li><span style="color: cyan;">■</span> Contaminated Land Register Entry or Notice</li> <li><span style="color: blue;">▼</span> Registered Radioactive Substance</li> </ul> <p><b>Discharge Consents</b></p> <ul style="list-style-type: none"> <li><span style="color: blue;">◆</span> Discharge Consent</li> <li><span style="color: blue;">◆</span> Water Industry Act Referral</li> </ul>
<p><b>Miscellaneous</b></p> <ul style="list-style-type: none"> <li><span style="color: blue;">●</span> BGS Recorded Mineral Site</li> </ul>					
<p><b>Potentially Contaminative Use</b></p> <ul style="list-style-type: none"> <li><span style="color: yellow;">○</span> Potentially Contaminative Use</li> </ul>					

27531804\_2\_1

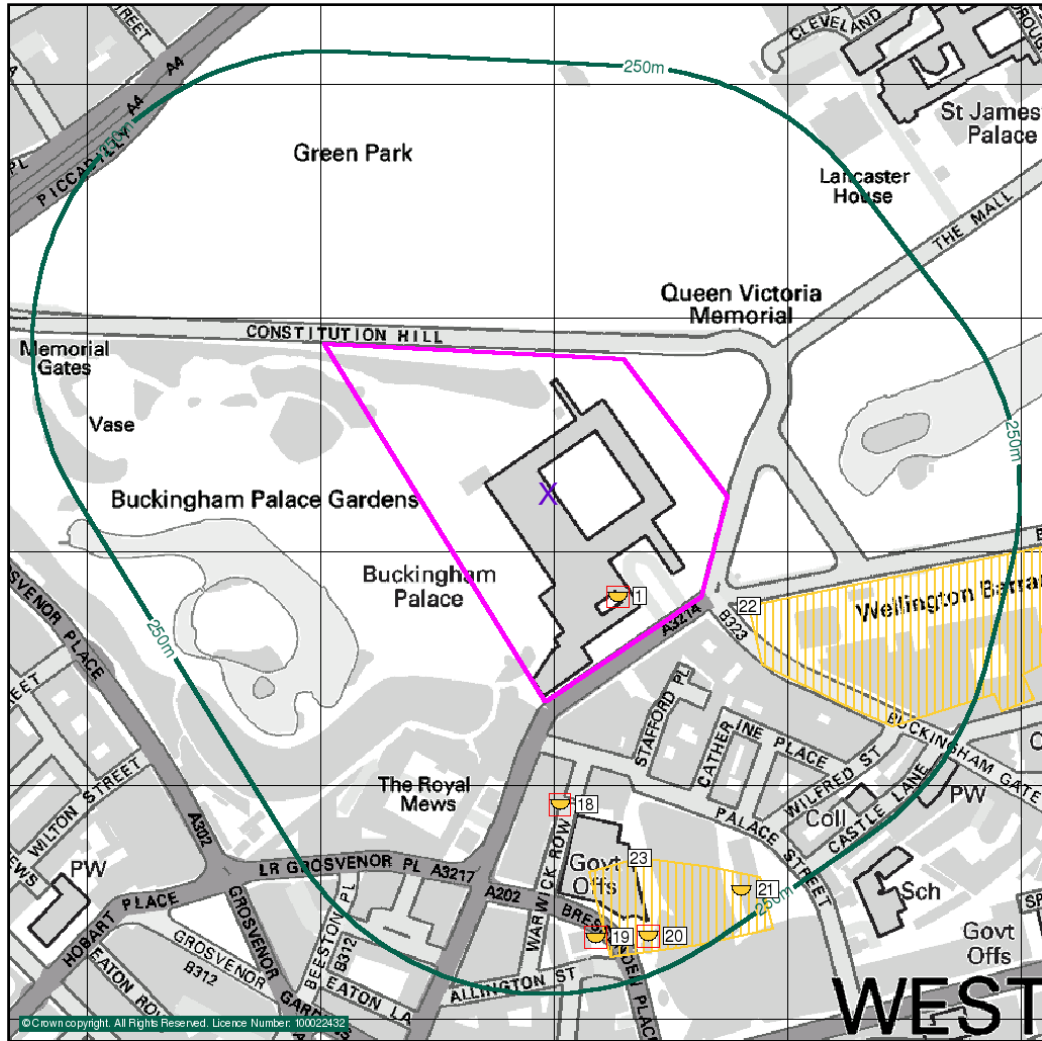
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Sources	Ref No.	Search Buffer	Direction
<b>Waste / Landfill Sites</b>			
<b>Local Authority Landfill Coverage</b>			
Name: Westminster City Council, - Has supplied landfill data, Contact Ref: 1	-	On Site	SW

	Ref No.	Search Buffer	Direction
<b>Statutory Authorisations</b>			
<b>Local Authority Pollution Prevention and Controls</b>			
Prime Dry Cleaners, 35 Buckingham Gate, London, Sw1e 6pa, Part B - Other Industries, Reference: 07/59912/EE1EP, Status: Permitted, Positional Accuracy: Manually positioned to the address or location, Contact Ref: 1	3	0-250m	SE

	Ref No.	Search Buffer	Direction
<b>Potentially Contaminative Uses</b>			
<b>Contemporary Trade Directory Entries</b>			
Gerber Goldschmidt Group, 14, Buckingham Gate, London, SW1E 6LB, Distribution Services, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	4	0-250m	SE
Garry'S Recovery, 5, Buckingham Mews, London, SW1E 6NR, Car Breakdown & Recovery Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	5	0-250m	SE
Inosco, 19, Catherine Place, London, SW1E 6DX, Oil & Gas Exploration Supplies & Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	6	0-250m	SE
R W Gregory L L P, 18, Buckingham Gate, London, SW1E 6LB, Engineering Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	7	0-250m	SE
Flagstone Industrial Holdings, 9, Buckingham Place, London, SW1E 6HX, Industrial Services, Status: Active, Positional Accuracy: Automatically positioned to the address	8	0-250m	SE
Traveline, Eland House, Bressenden Place, London, SW1E 5DU, Bus & Coach Operators & Stations, Status: Active, Positional Accuracy: Automatically positioned to the address	9	0-250m	S
Kryotrans, 16, Palace Street, London, SW1E 5JD, Medical Equipment Manufacturers, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	10	0-250m	S
Elf Exploration Plc, 30, Buckingham Gate, London, SW1E 6NN, Oil & Gas Extraction, Status: Active, Positional Accuracy: Automatically positioned to the address	11	0-250m	SE

Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
<b>Contemporary Trade Directory Entries</b>			
R W E Solutions (Uk) Ltd, 29, Bressenden Place, London, SW1E 5DD, Chemical Plant & Equipment, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	12	0-250m	S
Primary Industries Ltd, 1, Warwick Row, London, SW1E 5ER, Steel Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	0-250m	S
Sollac (Uk) Ltd, 1, Warwick Row, London, SW1E 5ER, Steel Manufacturers, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	12	0-250m	S
Citibase, 1, Warwick Row, London, SW1E 5ER, Office Equipment Servicing & Maintenance, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	0-250m	S
N B L International, 18, Buckingham Palace Road, London, SW1W 0QP, Metals - Mining, Status: Active, Positional Accuracy: Manually positioned to the address or location	13	0-250m	S
Debonaire Carpet Care, Flat 39, 35, Buckingham Gate, London, SW1E 6PA, Carpet, Curtain & Upholstery Cleaners, Status: Inactive, Positional Accuracy: Automatically positioned to the address	14	0-250m	SE
Dry Cleaners, Flat 35, 35, Buckingham Gate, London, SW1E 6PA, Dry Cleaners, Status: Active, Positional Accuracy: Automatically positioned to the address	14	0-250m	SE
Booker Plc, 85, Buckingham Gate, London, SW1E 6PD, Food Products - Manufacturers, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	15	0-250m	SE
Prime Dry Cleaners, 80, Buckingham Gate, London, SW1E 6PD, Dry Cleaners, Status: Inactive, Positional Accuracy: Automatically positioned to the address	15	0-250m	SE
Automotive Safety Components International Ltd, Buckingham Court, 78, Buckingham Gate, London, SW1E 6PE, Car Component Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	15	0-250m	SE
123 Send Ltd, Elliot House, 10-12, Allington Street, London, SW1E 5EH, Cash Registers & Check-Out Equipment, Status: Active, Positional Accuracy: Manually positioned to the address or location	16	0-250m	S
Heerema Marine Contractors Uk Ltd, Portland House, Stag Place, London, SW1E 5EU, Engineers - General, Status: Inactive, Positional Accuracy: Automatically positioned to the address	17	0-250m	S
Angel Trains, Portland House, Stag Place, LONDON, SW1E 5BH, Railways, Status: Active, Positional Accuracy: Automatically positioned to the address	17	0-250m	S
<b>Fuel Station Entries</b>			
Stag Service Station, 60 Palace Street, LONDON, SW1E 5BB, Fuel Station, Status: Obsolete, Positional Accuracy: Located by supplier to within 100m	10	0-250m	S



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

27531804\_2\_1

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Sources	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
<b>Historical Tanks And Energy Facilities</b>			
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1952 - 1967	1	On Site	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1952 - 1968	1	On Site	SE
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1952 - 1964	18	0-250m	S
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1968	18	0-250m	S
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1952	19	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1952	19	0-250m	S
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1952	20	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1952	20	0-250m	S
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1952	19	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1952	19	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1952	21	0-250m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1952	20	0-250m	S
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1952	20	0-250m	S
<b>Potentially Contaminative Industrial Uses (Past Land Use)</b>			
Military Land, Date of Mapping: 1896 - 1987	22	0-250m	SE
Brewing & malting, Date of Mapping: 1874 - 1949	23	0-250m	S

### Map Details

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

1:1,250	Mapsheets	Published
Ordnance Survey Plan	TQ2879NE	1951
Ordnance Survey Plan	TQ2879SE	1952
Ordnance Survey Plan	TQ2880SE	1952
Ordnance Survey Plan	TQ2979NW	1952
Ordnance Survey Plan	TQ2979SW	1952
Ordnance Survey Plan	TQ2980SW	1952
Ordnance Survey Plan	TQ2980SW	1960
Ordnance Survey Plan	TQ2879NE	1964
Ordnance Survey Plan	TQ2879SE	1964
Ordnance Survey Plan	TQ2880SE	1964
Ordnance Survey Plan	TQ2979SW	1964
Ordnance Survey Plan	TQ2979NW	1967
Ordnance Survey Plan	TQ2880SE	1973
Ordnance Survey Plan	TQ2980SW	1973
Ordnance Survey Plan	TQ2879NE	1977
Ordnance Survey Plan	TQ2879SE	1977
Ordnance Survey Plan	TQ2979SW	1979

1:2,500	Mapsheets	Published
Ordnance Survey Plan	TQ2879	1952
Ordnance Survey Plan	TQ2979	1952
Ordnance Survey Plan	TQ2880	1953
Ordnance Survey Plan	TQ2980	1953
Ordnance Survey Plan	TQ2880	1965
Ordnance Survey Plan	TQ2980	1965
Ordnance Survey Plan	TQ2879	1968
Ordnance Survey Plan	TQ2979	1968

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

1:10,000	Mapsheets	Published
Ordnance Survey Plan	TQ27NE	1987
Ordnance Survey Plan	TQ28SE	1991

27531804\_2\_1

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

1:10,560	Mapsheet	Published
Surrey	002_00	1874
Surrey	003_00	1882
Middlesex	017_00	1882
London	007_SW	1896
Middlesex	017_SW	1896
Surrey	003_NW	1898
London	005_00	1920
London	005_00	1938
Ordnance Survey Plan	TQ27NE	1949
Ordnance Survey Plan	TQ28SE	1951

### Flood Map



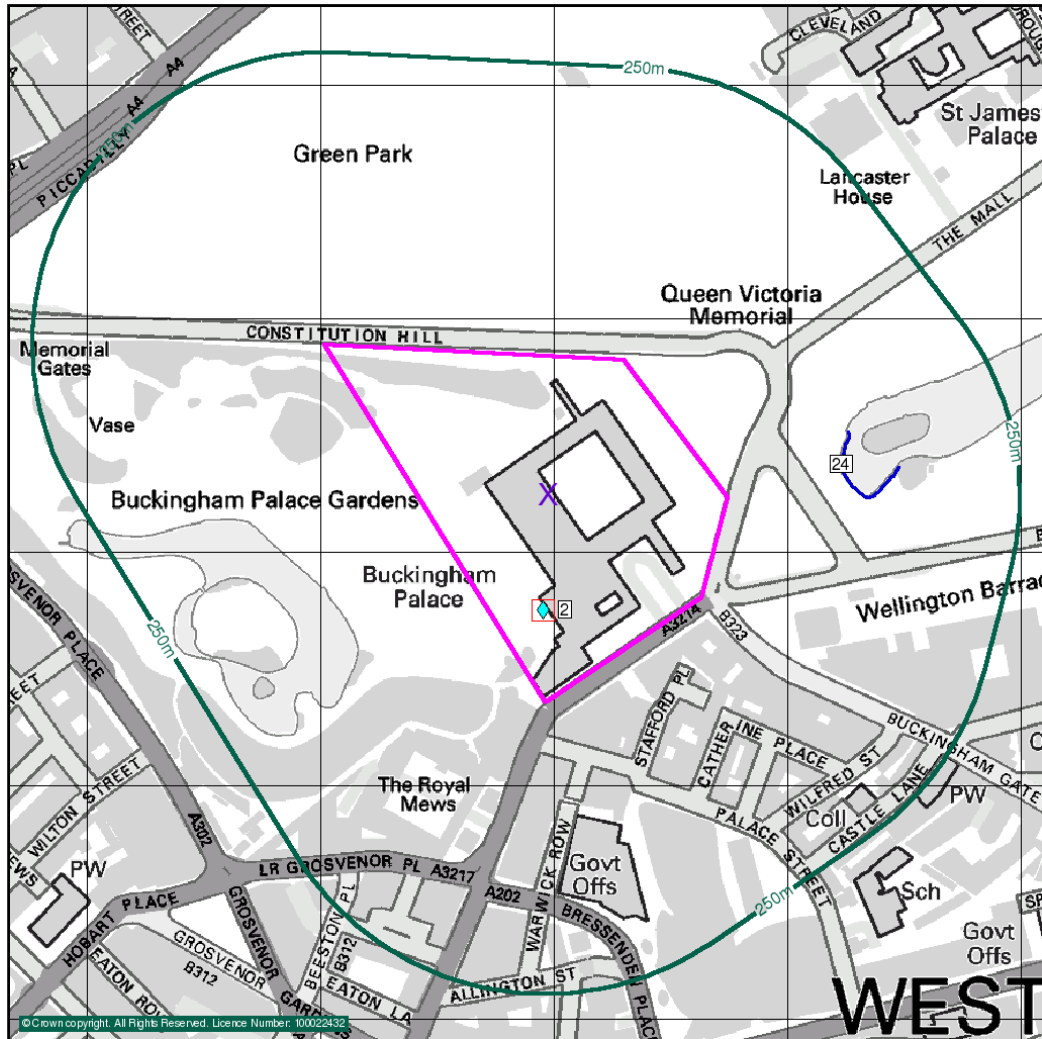
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General		Area of Floodplain	
	Site Boundary		Extreme Flooding from Rivers or Sea without Defences (Zone 2)
	Search Buffer		Flooding from Rivers or Sea without Defences (Zone 3)
	Bearing Reference Point		Flood Water Storage Areas
	Reference Number	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

27531804\_2\_1

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### Sensitivity Map



General	Environmentally Sensitive Land Use	Protected Countryside Areas
<span style="color: magenta;">▬</span> Site Boundary	<span style="color: blue;">■</span> Area of Outstanding Natural Beauty	<span style="border: 1px solid brown; padding: 2px;"> </span> Forest Park
<span style="color: green;">○</span> Search Buffer	<span style="border: 1px solid cyan; padding: 2px;"> </span> Environmentally Sensitive Area	<span style="border: 1px solid grey; padding: 2px;"> </span> National Park
<span style="color: purple;">×</span> Bearing Reference Point	<span style="border: 1px solid magenta; padding: 2px;"> </span> Local Nature Reserve	<span style="border: 1px solid pink; padding: 2px;"> </span> National Scenic Area
<span style="border: 1px solid black; padding: 2px;"> </span> Reference Number	<span style="border: 1px solid red; padding: 2px;"> </span> Marine Nature Reserve	
	<span style="border: 1px solid orange; padding: 2px;"> </span> National Nature Reserve	
	<span style="border: 1px solid brown; padding: 2px;"> </span> Ramsar Site	
	<span style="color: green;">■</span> Site of Special Scientific Interest	
	<span style="border: 1px solid purple; padding: 2px;"> </span> Special Area of Conservation	
	<span style="border: 1px solid green; padding: 2px;"> </span> Special Protection Area	
	<span style="color: blue;">~</span> Nearest Surface Water Feature	
	<span style="color: cyan;">◆</span> Water Abstractions	

Pathways and Receptors	Ref No.	Search Buffer	Direction
<b>Pathways</b>			
<b>Groundwater Vulnerability</b>			
Geological Classification: Non Aquifer (Negligibly permeable) - Formations which are generally regarded as containing insignificant quantities of groundwater. However, groundwater flow through such rocks, although imperceptible, does take place and needs to be considered in assessing the risk associated with persistent pollutants, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 39 West London, Contact Ref: 2	-	On Site	NE
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, 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 Scale: 1:100,000, Map Name: Sheet 39 West London, Contact Ref: 2	-	On Site	NE
<b>Drift Deposits</b>			
None	-		-
<b>Extreme Flooding from Rivers or Sea without Defences</b>			
Flood Plain Type: Tidal, Contact Ref: 2	-	On Site	SW
<b>Flooding from Rivers or Sea without Defences</b>			
Flood Plain Type: Tidal, Contact Ref: 2	-	0-250m	SE
<b>Areas Benefiting from Flood Defences</b>			
Type: Area Benefiting from Flood Defences, Contact Ref: 2	-	On Site	SW
<b>Flood Water Storage Areas</b>			
None	-		-
<b>Flood Defences</b>			
None	-		-

Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
<b>Nearest Surface Water Feature</b>			
Distance: 101m	24	0-250m	E

<b>Pathways and Receptors</b>	<b>Ref No.</b>	<b>Search Buffer</b>	<b>Direction</b>
<b>Environmentally Sensitive Receptors</b>			
<b>Water Abstractions</b>			
The Keeper Of The Privy Purse, Borehole At Buckingham Palace, Abstractions Industrial, Reference: 28/39/39/0196c, Permit Version: 1, Authorised Start: 01 January, Authorised End: 31 December, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	2	On Site	S
The Keeper Of The Privy Purse, Borehole At Buckingham Palace, Abstractions Industrial, Reference: 28/39/39/0196c, Permit Version: 1, Authorised Start: 01 January, Authorised End: 31 December, Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	2	On Site	S

Other Factors	Search Buffer	Direction
Geological	Search Buffer	Direction
<b>Brine Compensation Area</b>		
No		-
<b>Coal Mining Affected Areas</b>		
In an area which may not be affected by Coal Mining		-
<b>Radon Potential - Radon Affected Areas</b>		
Affected Areas: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	On Site	N
<b>Radon Potential - Radon Protection Measures</b>		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 3	On Site	N
<b>Potential for Collapsible Ground Stability Hazards</b>		
Hazard Potential: Moderate Contact Ref: 3	On Site	W
Hazard Potential: Moderate Contact Ref: 3	0-250m	NE
<b>Potential for Compressible Ground Stability Hazards</b>		
Hazard Potential: Moderate, Contact Ref: 3	On Site	W
Hazard Potential: Moderate, Contact Ref: 3	0-250m	NW
<b>Potential for Ground Dissolution Stability Hazards</b>		
No Hazard		-
<b>Potential for Landslide Ground Stability Hazards</b>		
Hazard Potential: Very Low, Contact Ref: 3	On Site	N
Hazard Potential: Very Low, Contact Ref: 3	0-250m	N
<b>Potential for Running Sand Ground Stability Hazards</b>		
Hazard Potential: Low Contact Ref: 3	On Site	N
Hazard Potential: Low Contact Ref: 3	0-250m	NW
<b>Potential for Shrinking or Swelling Clay Ground Stability Hazards</b>		
Hazard Potential: Moderate Contact Ref: 3	On Site	NW
Hazard Potential: Moderate Contact Ref: 3	0-250m	N

Other Factors	Search Buffer	Direction
<b>Geological</b>		
<b>Shallow Mining Hazards</b>		
No Hazard		-

## 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.

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27531804\_2\_1

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### Contact Names and Addresses

#### 1 Westminster City Council Environmental Health Department

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Marylebone Road  
London  
NW1 5PT

Telephone 020 7641 1317  
Fax 020 7641 1142

[www.westminster.gov.uk](http://www.westminster.gov.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](mailto:enquiries@environment-agency.gov.uk)

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

#### 3 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](mailto:enquiries@bgs.ac.uk)  
[www.bgs.ac.uk](http://www.bgs.ac.uk)

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**"Websites"** means websites hosted by Landmark and includes the Content and any report, service, document, data-set, software or information contained therein, derived there from or thereby.

## 1. Terms & Conditions

- a. These Terms govern the relationship between You and Landmark whether You are an unregistered visitor to the Website or are purchasing Services. 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
- b. If the person communicating with Landmark is an Authorised Reseller, they must ensure that You agree to these Terms.
- c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
- d. Landmark may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms.
- e. These Terms, together with the prices and delivery details set out on our Websites, Landmark's Privacy Policy and Your Order comprise the whole agreement relating to the supply of Services to You by Landmark. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.
- f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.

## 2. Services

- a. Landmark will use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Landmark does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Landmark does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted.

## 3. Intellectual Property

- a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Landmark or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- b. Subject always to these Terms You may, without further charge, make the Services available to:
  - i. the owner of the Property at the date of the Report,
  - ii. any person who purchases the whole of the Property Site,
  - iii. any person who provides funding secured on the whole of the Property Site,
  - iv. any person for whom You act in a professional or commercial capacity,
  - v. any person who acts for You in a professional or commercial capacity; and
  - vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt, Landmark 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.Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You.
- c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person.
- d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisors to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying.
- e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark:-

- i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
- ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
- iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party.
- iv. create any product which is derived directly or indirectly from the data contained in the Services
- f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms.
- g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy.

## 4. Charges

- a. VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered.
- c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc.
- d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You.

## 5. Termination

- a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time:-
  - i. You fail to make any payment due in accordance with clause 4;
  - ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
  - iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You.
- b. If Your rights are terminated under this clause and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased.
- c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason.

## 6. Liability

- a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7.
- b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights.
- c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.0 below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms.
- d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark.
- e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark.
- f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service.
- g. You acknowledge that:-
  - i. Subject to clause 6.0 below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us;
  - ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person;
  - iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark 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. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services.
- iv. Subject to clause 6.o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing.
  - v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered.
  - vi. the Services have not been prepared to meet Your or anyone else's individual requirements; that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same; and You confirm You are solely responsible for the selection or omission of any specific part of the Content;
  - vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;
  - viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery;
  - ix. Any support or assistance provided to You in connection with these Terms is at Your risk;
  - h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does 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 Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property.
  - i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Willbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party.  
If Landmark provides You with any additional service obtained from a third party, including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6.o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties.
  - j. In any event no person may rely on a Service more than 12 months after its original date.
  - k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so.
  - l. Time shall not be of the essence with respect to the provision of the Services.
  - m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6.o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme.
  - n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above.
  - o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark.

## 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. Landmark are prepared to offer, at their sole discretion, and 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 II(A) of the Environmental Protection Act 1990 ("the Notice") Landmark will 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.
  - iv. the Contribution will not be paid in respect of any of the following:
    - 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.
    - Asbestos arising out of or related in any way to asbestos or asbestos-containing materials on or in structures or services serving the structures. 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.
    - 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.

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.

Any condition which is caused by acts of War or an Act of Terrorism.

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.

Any fines liquidated damages punitive or exemplary damages.

Any bodily injury including without limitation, death, illness or disease, mental injury, anguish or nervous shock.

Any financial loss in respect 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.

Any losses incurred following a material change in use of, alteration or development of the Property Site.

- d. The maximum sum that shall be contributed by Landmark 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. Landmark shall only pay a Contribution where the Notice is served within 36 months of the 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 Landmark will 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 Landmark 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 reasonable requirements of Landmark 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 Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark 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 PartII(A) of the Environmental Protection Act 1990 they will advise Landmark within a maximum period of two months from receipt of such communication. This clause 7h and the service of any notice under it shall not affect the provisions of clauses 7 e and g, and any such communications, even if advised to Landmark will not operate as notice under clause 7e.
- i. Landmark 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. Events Beyond Our Control

- a. You acknowledge that Landmark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to, lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo-coding, processing by computer in the course of electronic communication, or printing.

## 9. Severability

- a. If any provision of these Terms are 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 these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect.

## 10. Governing Law

- a. These terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts If any dispute arises out of or in connection with this agreement (a "Dispute") the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court.

## 11. General: Complaints

- a. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
- b. Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment on Landmark's behalf.
- c. No waiver on Landmark's part to exercise, and no delay in exercising, any right, power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision.
- d. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time.
- e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicable possible.
- f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied.
- g. Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to Landmark.