DESKTOP STUDY

FOR PROPOSED RESIDENTIAL DWELLING



303 CHEETHAM HILL ROAD
MANCHESTER
M8 0SN

NOVEMBER 2007

1.0 INTRODUCTION

This report presents factual information about the environmental implications of building a residential property at 303 Cheetham Hill Road, Manchester, M8 0SN. The proposed site is currently hard landscaped after the previous demolition of the end of terrace property which previously existed at this location.

1.1 PRELIMINARY CONCEPTUAL MODEL

Current approaches to risk assessment of contaminated land suggest the construction of a Preliminary Conceptual Model. The purpose of this model is to define all possible complete pollution linkages, where the requisite source – pathway – target elements are present, these elements being defined as:

• a contaminant (source) is a hazardous substance or agent, present at levels that have the potential to cause harm or damage a receptor

• a pathway is the means by or through which a contaminant comes into contact with, or otherwise affects, the receptor

• a receptor (target) is an entity (human being, aquatic environment, flora and fauna etc.) that is vulnerable to the adverse effects of the contaminant

This relationship is termed a "pollution linkage". It should be recognised that for a health or environmental risk to exist, all three elements of the relationship or linkage must be present, i.e.:

• if there is no contaminant, or contaminant present at levels below those considered to be harmful or damaging to a receptor, then there can be no adverse effect on a receptor

• if there is no receptor present that can be adversely affected by a contaminant, no harm or damage can arise

• even where both a contaminant and a receptor are present, no harm or damage will occur if there is no pathway by or through which a linkage between the two can be established

The information collated in the desk study was assessed hereunder to determine the likelihood of pollution linkage(s) existing on this site, as discussed hereunder.

1.2 Risk from Land(fill) Gases

The risk of any site being affected by land(fill) gases is a function of many factors including, but not limited to:

• The distance to the gassing source,

• The nature of materials within the gassing source

• The underlying geology and hydrogeology

• The topography of the area

Any assessment of the risk must also take account of the sensitivity of the proposed development. Guidance on the assessment of risk is contained in CIRIA C659.

1.3 Other Potential Sources of Contamination

Made ground represents the principal potential source of chemical contamination on this site. As the majority of this will probably be removed to construct the foundations the risk of gas under the site is negligible.

1.4 Preliminarily Conceptual Model

Based on the above, a conceptual model cannot be created for this site, as there are no sources of contamination identified.

1.5 Recommendations

Based on the foregoing assessment and the appended Sitecheck – Assess Report by Landmark Information Group, an intrusive site investigation is not required. However it is advised that basic precautionary measures be adopted in the development. These measures should include:

• Provision of a lapped and taped 1200 gauge Visqueen dpm beneath the ground slab

• Provision of a 200mm thick layer of clean imported topsoil on any landscaped areas within the development.

• New water mains to comprise "protectaline" or equivalent.

It has also been noted that the Client may wish to investigate the Coal Mining records for this area before proceeding.

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Name: Dr. Alex Bremner BEng, PhD, CEng, MICE

Signed: A. Bremner

APPENDIX
SITECHECK – ASSESS
LANDMARK INFORMATION GROUP

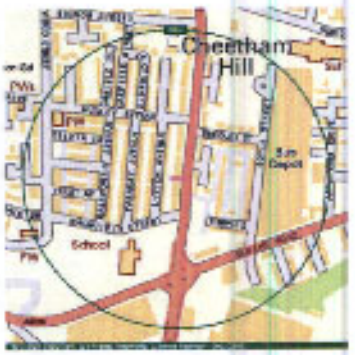
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Report on:
303 Cheetham Hill Road
MANCHESTER
M8 0SN

Prepared For:
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Report Reference:
SCASS-23538400-1-1

Report Date:
14th November 2007

Your Reference:
08468/FH/2007_SAS

Report Centre National Grid Reference:
384420, 400560

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Chartered Environmental Surveyors

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Professional Opinion
on environmental risk

PASSED

The Sitecheck report dated 14/11/2007 and reference 23538400_1 for 303 Cheetham Hill Road, MANCHESTER, M8 0SN has examined the sources of potential contamination in terms of historical land use, environmental data and current land uses where known.

INTRODUCTION

This professional opinion determines the level of environmental risk, as to whether a pollutant linkage exists which is created when there is a source of contamination, a pathway for it to travel along and receptors, which may be harmed. This risk-based approach underpins the governments approach to contaminated land. If a pollutant linkage exists the property may be regarded by the local authority as being "Contaminated Land" for the purposes of Part IIA of the Environmental Protection Act 1990.
In completing this report Wilbourn Associates has undertaken a review of data made available to it. No site inspection, further enquiries or investigation of surface or ground conditions has been carried out by Wilbourn Associates. No information as to the age, value and type of property has been made available. It is important to note that it is not known by Wilbourn Associates for what purpose the report has been commissioned.

CONCLUSIONS

In the professional opinion of Wilbourn Associates the level of risk associated with the information disclosed in the associated Sitecheck report:
1) is unlikely to have an adverse effect on the value of the property, and
2) is not such that the property would be designated "Contaminated Land" within the meaning of Part IIA of the Environmental Protection Act 1990.

OTHER ENVIRONMENTAL FACTORS In this case the following environmental factors have been identified which a client may wish to be investigated before proceeding further:

An area which may be affected by coal mining activity
An area of Mining Instability

Please refer to the relevant section in the report for each of the above factors.

Philip Wilbourn

Philip E. Wilbourn BSc C.Env FRICS
Chartered Environmental Surveyor

RICS

This professional opinion forms part of the Sitecheck Assess report and is subject to the associated Terms and Conditions of Business in force from time to time. Further information on the methodology and the datasets examined in this professional opinion is included in the Sitecheck Assess Practitioner Guide.



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on environmental risk

SOURCES OF ADDITIONAL PROFESSIONAL GUIDANCE:

If the report is for valuation, or investment, or other forms of lending decision making there may be issues arising from the current occupation, which need to be examined. The Royal Institution of Chartered Surveyors has provided guidance with respect to such matters and specific reference should be made to the guidance note 'Contamination and Environmental Matters - their implications for property professionals'. This guidance note is referred to in UKGN1.1 paragraphs 9.1 and 9.2 of the RICS Appraisal and Valuation Standards (5th Edition) (The "Red Book").

It is recommended that the client reviews the outputs of any valuation report, which should include a Property Observation Checklist, contained at Appendix C for commercial property or Appendix D for rural property in the Royal Institution of Chartered Surveyors guidance note 'Contamination and Environmental Matters - their implications for property professionals'. Completion of these checklists does not constitute an environmental assessment for the purposes of Professional Indemnity Insurance where many surveyors are unlikely to have appropriate indemnity cover. Any contamination, which is observed on the site by the surveyor during the normal course of their inspection, can also be recorded.

If the property is let, the landlord or the tenant (as appropriate) should take legal advice as to whether the covenants in the lease constitute legal or financial burdens. The Law Society's "Environmental Law Handbook-5th Edition" provides valuable assistance.

In leases with no express covenants dealing with environmental matters, lawyers and surveyors need to be aware of the extent to which the repairing of covenants can be applied and, when advising tenant clients in particular, will need to draw attention to the client's obligations to comply with enacted legislation.

Should contamination have been observed on site a suitably qualified, insured and experienced professional, preferably with the Specialist in Land Condition (SiLC) accreditation, should quantify whether this could give rise to an action by a regulator or any other party. A suitable management plan for action incorporated in a Land Quality Statement in accordance with RICS guidance should be put in place and appropriate matters taken up with the tenant/occupier.

In terms of development this report should be seen as a precursor to a thorough investigation of the property for planning control purposes. The DTI funded guidance published by the Construction Industry Research and Information Association (CIRIA) Brownfields-managing the development of previously developed land-a clients guide may be a useful starting point.

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Contents of the Report

This report is divided into eleven sections

Aerial Photo
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffers used throughout the report at 250m and 500m.

Location Map
The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.

Summary of Site
This section comprises source, pathway and receptor information found on site. Other factors which may affect the site are also included.

Summary
This section comprises of a summary table of the information found on site and in its vicinity.

Current Land Use
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.

Historical Land Use
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.

Sensitivity
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. The section also contains a separate Flood Map.

Other Factors
This section contains information on other factors which may affect the site and its vicinity.

Useful Information
This section contains information which may be of use when interpreting the report.

Useful Contacts
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. Additionally there is a list of organisations that may be contacted if you require specialist environmental or geotechnical support.

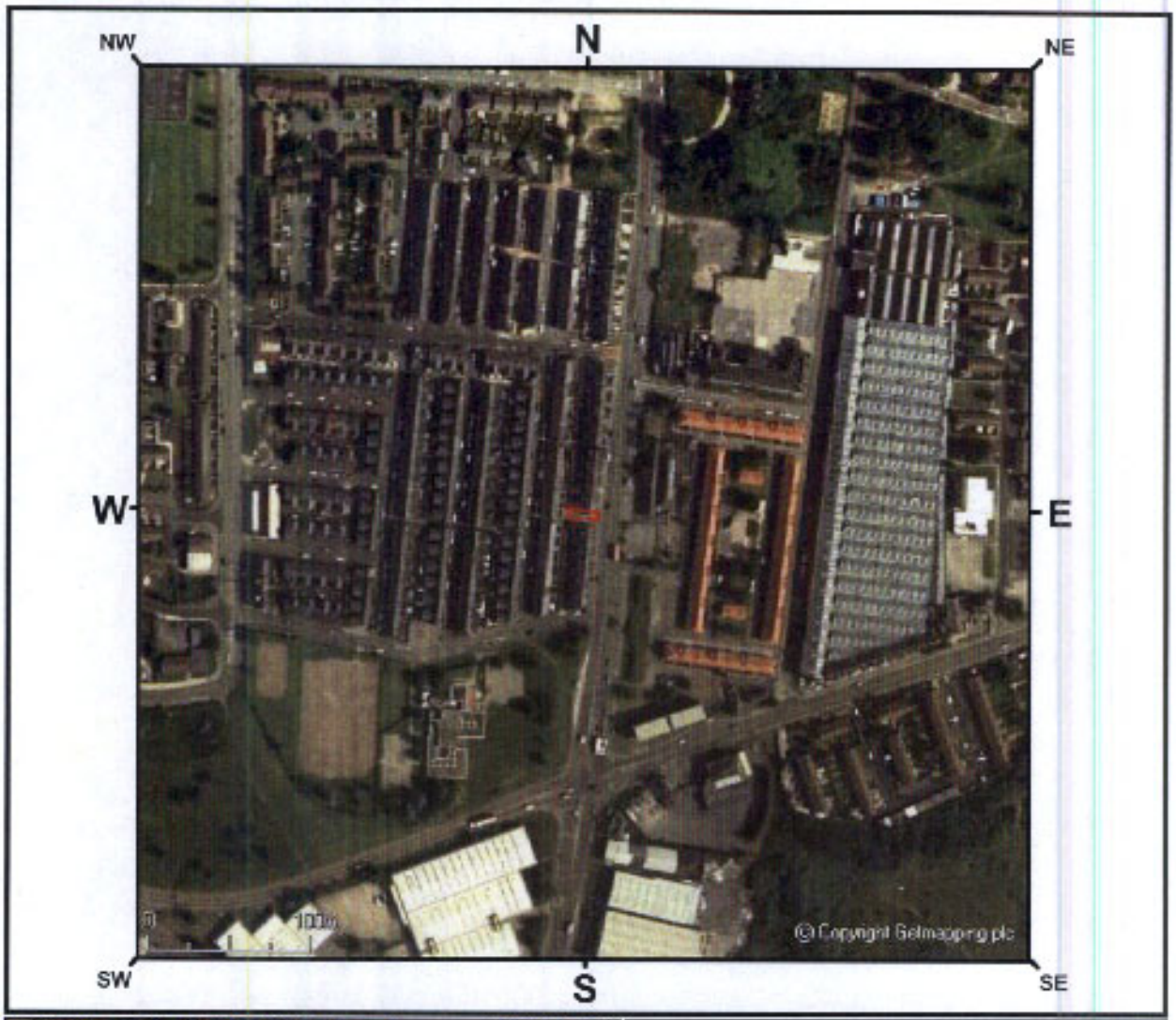
Terms and Conditions
Landmark Information Group Limited Terms and Conditions of Sale.

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The Sitecheck Assess User guide is available free of charge from our website www.landmark-information.co.uk

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Aerial Photo





Site

303 Cheetham Hill Road
MANCHESTER
M8 0SN

Grid Reference

Easting 384420

Northing 400560

Summary of Site

303 Cheetham Hill Road
MANCHESTER, M8 0SN

Sources

Current Land Use

Waste/Landfill Sites

Local Authority Landfill Coverage

Manchester City Council, - Has not been able to supply Landfill data. Contact ref: 1

Historical Land Use

No features were found on the site for this section.

303 Cheetham Hill Road
MANCHESTER, M8 0SN

Pathways and Receptors

Sensitivity

Pathways

Groundwater Vulnerability

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 11 South Pennines. Contact ref: 3

Drift Deposits

No

Extreme Flooding from Rivers or Sea without Defences

No

Flooding from Rivers or Sea without Defences

No

Areas Benefiting from Flood Defences

No

Flood Water Storage Areas

No

Flood Defences

No

Environmentally Sensitive Receptors

Nearest Surface Water Feature

None

303 Cheetham Hill Road
MANCHESTER, M8 0SN

Other Factors

Brine Compensation Areas

No

Coal Mining Affected Areas

In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report.. Contact ref: 4

Mining Instability

Inconclusive Coal Mining

Radon Affected Areas

Less than 1% of homes are above the Action Level. Contact ref: 5

Radon Protection Measures

No radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 2

Potential for Collapsible Ground Stability Hazards

No Hazard

Potential for Compressible Ground Stability Hazards

No Hazard. Contact ref: 2

Potential for Ground Dissolution Stability Hazards

No Hazard

Potential for Landslide Ground Stability Hazards

Very Low. Contact ref: 2

Potential for Running Sand Ground Stability Hazards

Very Low. Contact ref: 2

Potential for Shrinking or Swelling Clay Ground Stability Hazards

Very Low. Contact ref: 2

Shallow Mining Hazards

No Hazard

Summary

Current Land Use

	On Site	0-250m	250-500m
Sources	0	1	16
Waste/Landfill Sites			
BGS Recorded Landfill Sites	0	0	1
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0
Licensed Waste Management Facilities (Locations)	0	0	0
Local Authority Recorded Landfill Sites	0	0	0
Registered Landfill Sites	0	0	0
Registered Waste Transfer Sites	0	0	0
Registered Waste Treatment or Disposal Sites	0	0	0
Statutory Authorisations			
Local Authority Pollution Prevention and Controls	0	0	0
Contaminated Land Register Entries and Notices	0	0	0
Registered Radioactive Substances	0	0	0
Discharge Consents			
Discharge Consents	0	0	0
Water Industry Act Referrals	0	0	0
Industrial Processes			
Integrated Pollution Controls	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0
Integrated Pollution Prevention And Control	0	0	0
Local Authority Integrated Pollution Prevention And Control	0	0	0
Storage of Hazardous Substances			
Control of Major Accident Hazards Sites (COMAH)	0	0	0
Explosive Sites	0	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0	0
Planning Hazardous Substance Consents	0	0	0
Contraventions			
Local Authority Pollution Prevention and Control Enforcements	0	0	0
Enforcement and Prohibition Notices	0	0	0
Planning Hazardous Substance Enforcements	0	0	0
Prosecutions Relating to Authorised Processes	0	0	0
Prosecutions Relating to Controlled Waters	0	0	0
Substantiated Pollution Incident Register	0	0	0
Potentially Contaminative Uses			
Contemporary Trade Directory Entries	0	1	10
Fuel Station Entries	0	0	2
Miscellaneous			
BGS Recorded Mineral Sites	0	0	3

Summary

Historical Land Use

	On Site	0-250m	250-500m
Sources	0	15	34
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	0	8	19
Potentially Contaminative Industrial Uses (Past Land Use)	0	3	8
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	1	4
Potentially Infilled Land (Water)	0	3	3

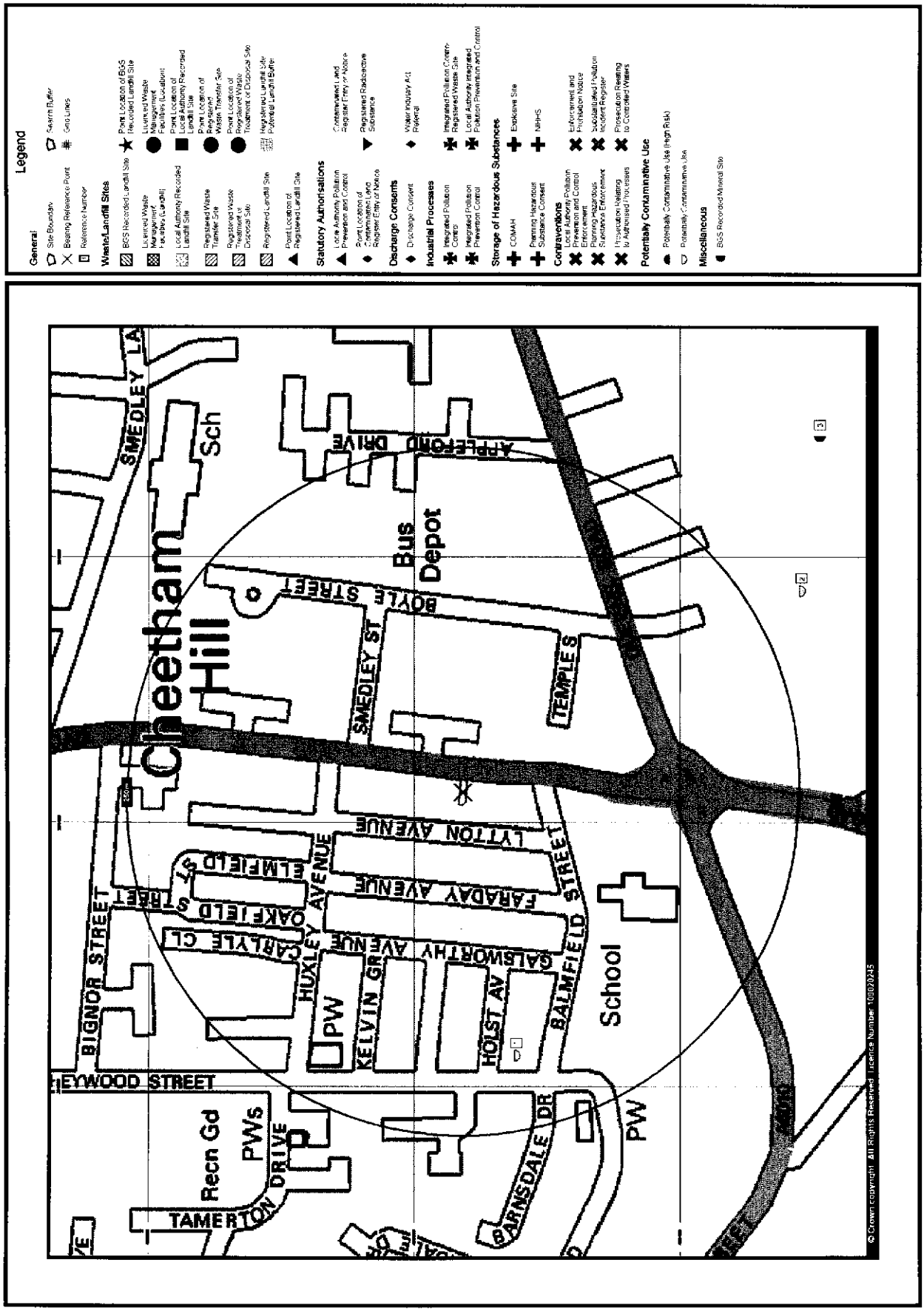
Sensitivity

	On Site	0-250m	250-500m
Pathways and Receptors	1	2	0
Pathways			
Groundwater Vulnerability	1	N/A	N/A
Drift Deposits	0	N/A	N/A
Historical Flood Liabilities	0	0	0
Extreme Flooding from Rivers or Sea without Defences	0	0	0
Flooding from Rivers or Sea without Defences	0	0	0
Areas Benefiting from Flood Defences	0	0	0
Flood Water Storage Areas	0	0	0
Flood Defences	0	0	0
River Flood Data (Scotland)	0	0	0
Environmentally Sensitive Receptors			
Areas of Outstanding Natural Beauty	0	0	0
Environmentally Sensitive Areas	0	0	0
Local Nature Reserves	0	0	0
Marine Nature Reserves	0	0	0
National Nature Reserves	0	0	0
Nearest Surface Water Feature	0	0	0
Ramsar Sites	0	0	0
Sites of Special Scientific Interest	0	0	0
Source Protection Zones	0	2	0
Special Areas of Conservation	0	0	0
Special Protection Areas	0	0	0
Water Abstractions	0	0	0
Protected Countryside Areas			
Forest Parks	0	0	0
National Parks	0	0	0
National Scenic Areas	0	0	0

Other Factors

	On Site	0-250m	250-500m
	8	1	0
Brine Compensation Areas	0	N/A	N/A
Coal Mining Affected Areas	1	N/A	N/A
Mining Instability	1	0	N/A
Natural and Mining Cavities	0	0	0
Radon Affected Areas	1	N/A	N/A
Radon Protection Measures	1	N/A	N/A
Potential for Collapsible Ground Stability Hazards	0	0	N/A
Potential for Compressible Ground Stability Hazards	1	0	N/A
Potential for Ground Dissolution Stability Hazards	0	0	N/A
Potential for Landslide Ground Stability Hazards	1	0	N/A
Potential for Running Sand Ground Stability Hazards	1	0	N/A
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1	N/A
Shallow Mining Hazards	0	0	N/A

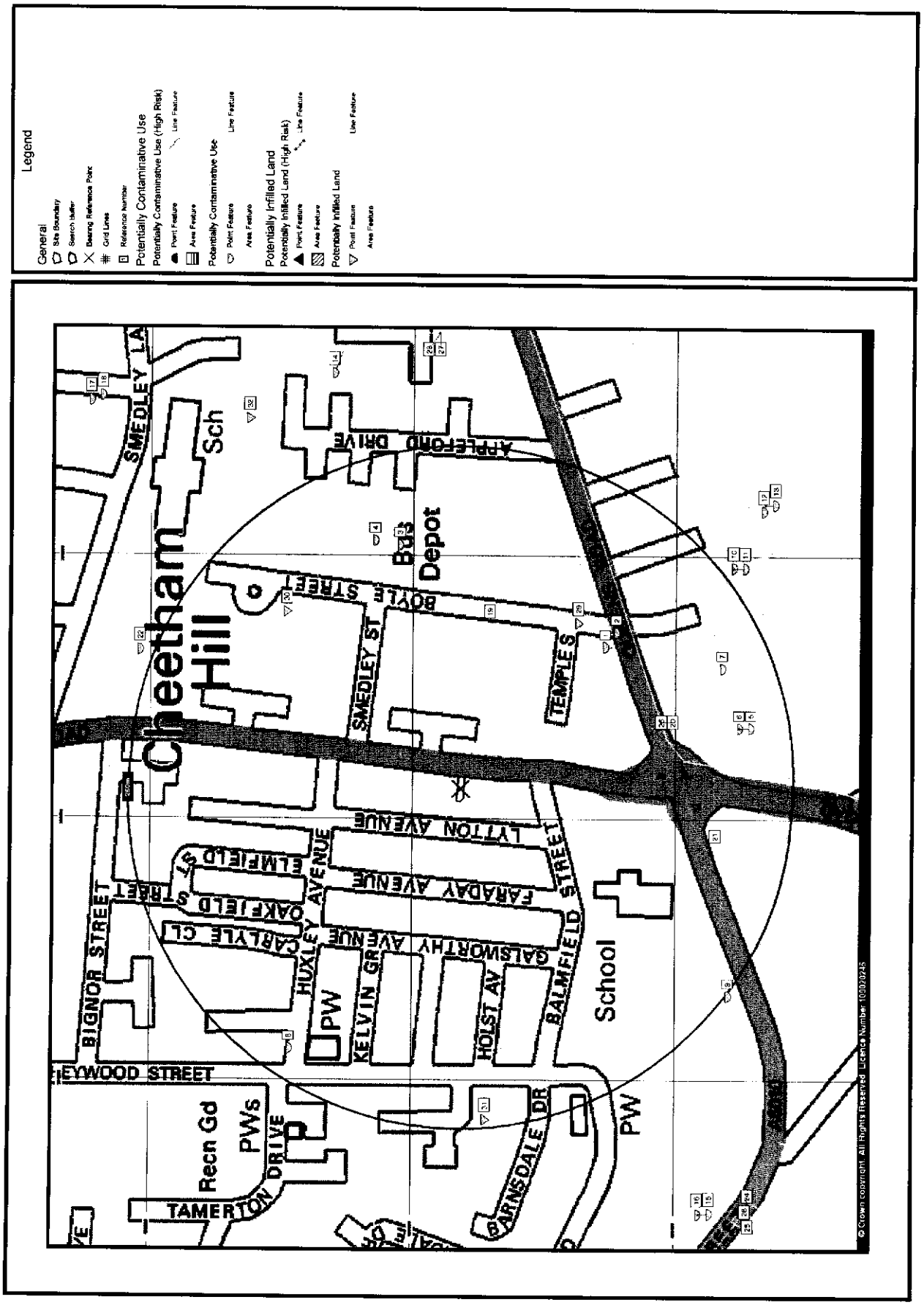
Current Land Use



Sources

Description	Ref. No.	Search Buffer	Direction
Waste/Landfill Sites			
BGS Recorded Landfill Sites			
H Evans Ltd, Queens Rd Tip,Cheetham,MANCHESTER,Gt Manchester, BGS Landfill Survey Site, Positional Accuracy: Positioned by the supplier, Boundary Accuracy: Moderate	-	250-500m	E
Local Authority Landfill Coverage			
Manchester City Council, - Has not been able to supply Landfill data. Contact ref: 1	-	On Site	-
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
Liberty Computers, ,86,Heywood Street,Manchester, Computer Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	1	0-250m	W
Jessops Chapefields, Unit 1,Manchester Fort Shopping Park,Cheetham Hill Road,Manchester, Photographic Processors, Status: Active, Positional Accuracy: Manually positioned to the address or location	2	250-500m	SE
B Sternberg & Sons (Textiles) Ltd, ,Benstern House,23-23a,Elizabeth Street,Manchester, Textile Manufacturing, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	SW
Comet Group Plc, ,238,Cheetham Hill Road,Manchester, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
I A S Autopaints, ,300,Cheetham Hill Road,Manchester, Car Body Repairs, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
The Hira Co Ltd, ,Elizabeth House,Elizabeth Street,Manchester, Electrical Goods - Manufacturers & Wholesalers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
D T M, Herbert St,Manchester, Garage Services, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	-	250-500m	W
Comet Group Plc, Unit 2,Manchester Fort Shopping Park,Cheetham Hill Road,Manchester, Electrical Goods Sales, Manufacturers & Wholesalers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	SE
D T M, ,1,Herbert Street,MANCHESTER, Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
The Cleaning Zone, ,213,Heywood Street,Manchester, Carpet, Curtain & Upholstery Cleaners, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	NW
Go Cosmetics, ,45,Bent Street,Manchester, Cosmetic Manufacturers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Fuel Station Entries			
Former Garage, Queens Road,Smedley,Manchester, Fuel Station, Status: Obsolete, Positional Accuracy: Manually positioned to the address or location	-	250-500m	E
Express Service Station, 445 Cheetham Hill Road,Manchester, Fuel Station, Status: Obsolete, Positional Accuracy: Approximate location provided by supplier	-	250-500m	N
Miscellaneous			
BGS Recorded Mineral Sites			
Queens Road Brickworks, Queens Road, Strangeways, Manchester, Status: Ceased, Reference: 15072, Positional Accuracy: Located by supplier to within 10m. Contact ref: 2	3	250-500m	SE
Baronhill Brickworks, Queens Road, Cheetham, Manchester, Status: Ceased, Reference: 15078, Positional Accuracy: Located by supplier to within 10m. Contact ref: 2	-	250-500m	SE
Queens Road Brickworks, Queens Road, Cheetham, Manchester, Status: Ceased, Reference: 15079, Positional Accuracy: Located by supplier to within 10m. Contact ref: 2	-	250-500m	E

Historical Land Use



Sources

Description	Ref. No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1951	1	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1951	2	0-250m	SE
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1951 - 1965	3	0-250m	E
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1950 - 1975	4	0-250m	E
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1965	5	0-250m	S
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1963	6	0-250m	S
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1951	7	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1989	8	0-250m	NW
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1963	9	250-500m	SW
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1951	10	250-500m	SE
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1951	11	250-500m	SE
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1951	12	250-500m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1951	13	250-500m	SE
Electricity Industry Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1975	14	250-500m	E
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1965	15	250-500m	SW
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1963 - 1975	16	250-500m	SW
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1975 - 1989	-	250-500m	W
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1975 - 1989	-	250-500m	N
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1975	-	250-500m	E
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1950 - 1975	17	250-500m	NE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1951	18	250-500m	NE
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1975	-	250-500m	S
Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1975	-	250-500m	S
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1949 - 1963	-	250-500m	S
Potential Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1965	-	250-500m	S
Electrical Sub Station Facilities, Scale of Mapping: 1:1,250, Date of Mapping: 1975 - 1989	-	250-500m	NW
Potential Tanks, Scale of Mapping: 1:1,250, Date of Mapping: 1975	-	250-500m	S
Potentially Contaminative Industrial Uses (Past Land Use)			
Road haulage, Date of mapping: 1909-1986	19	0-250m	E
Clay bricks & tiles [manufacture], Date of mapping: 1894-1923	20	0-250m	S
Road haulage, Date of mapping: 1986	21	0-250m	S
Cemetery or Graveyard, Date of mapping: 1848	22	250-500m	NE
Quarrying of sand & clay, operation of sand & gravel pits, Date of mapping: 1894-1909	23	250-500m	E
Factory or works - use not specified, Date of mapping: 1956-1986	-	250-500m	S
Sawmilling, planing & impregnation [i.e. treatment of timber], Date of mapping: 1923	-	250-500m	S
Clay bricks & tiles [manufacture], Date of mapping: 1895-1956	24	250-500m	SW
Hospitals, Date of mapping: 1909-1986	25	250-500m	SW
Quarrying of sand & clay, operation of sand & gravel pits, Date of mapping: 1923	-	250-500m	N
Quarrying of sand & clay, operation of sand & gravel pits, Date of mapping: 1895-1909	-	250-500m	W

Historical Land Use

Description	Ref. No.	Search Buffer	Direction
Potentially Infilled Land			
Potentially Infilled Land (Non-Water)			
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1986	26	0-250m	S
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1986	27	250-500m	E
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1986	28	250-500m	SW
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1986	-	250-500m	N
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1986	-	250-500m	W
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1894	29	0-250m	SE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	30	0-250m	NE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	31	0-250m	W
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	32	250-500m	NE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1894	-	250-500m	S
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1909	-	250-500m	E

Historical Land Use

Map Details

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

1:2,500	Mapsheet	Published Date
National Grid	SD8400	1951
National Grid	SD8401	1952
National Grid	SD8300	1953
National Grid	SD8400	1965
National Grid	SD8401	1969

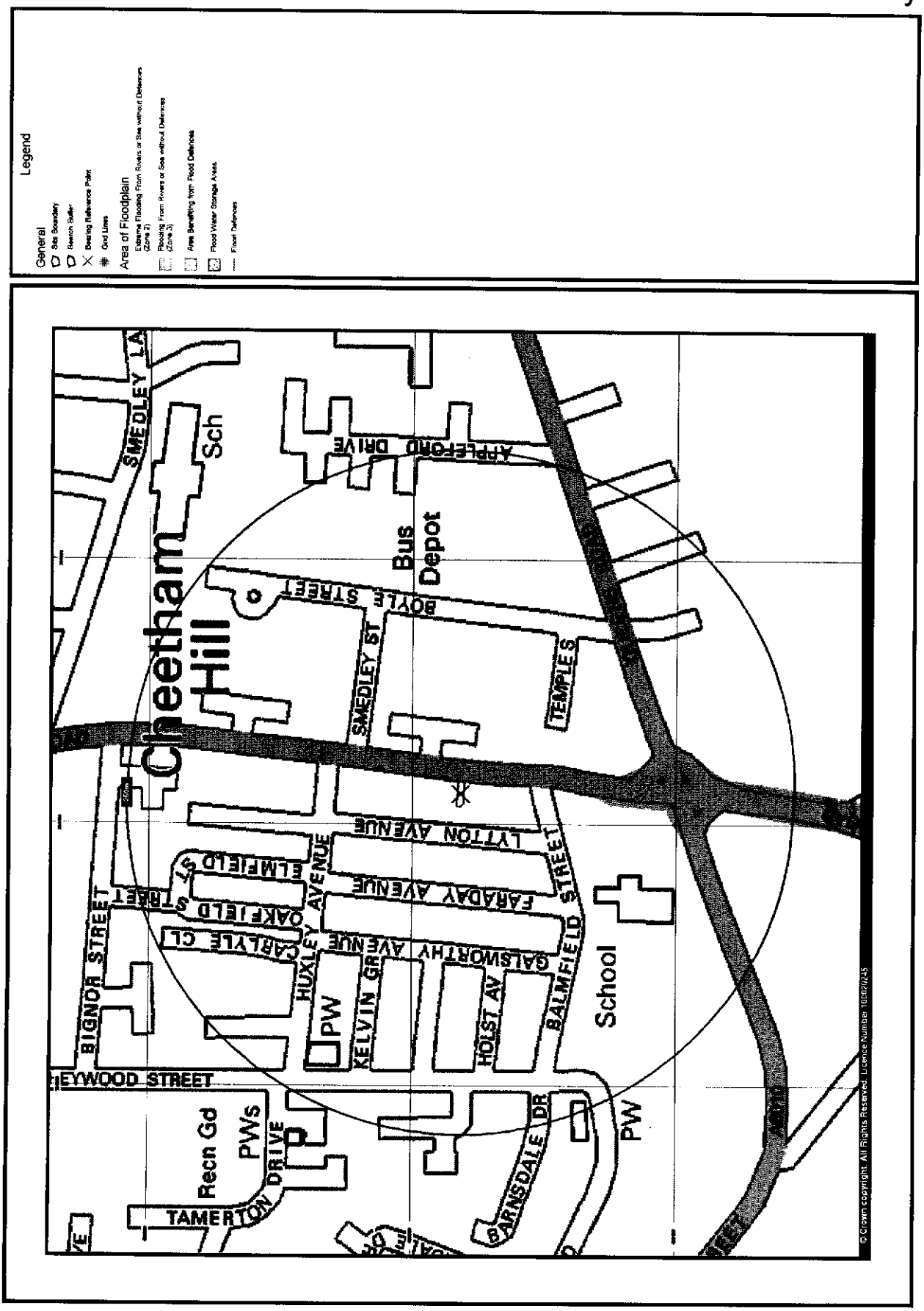
1:1,250	Mapsheet	Published Date
National Grid	SD8400SE	1949
National Grid	SD8400SW	1949
National Grid	SD8400NE	1950
National Grid	SD8400NW	1950
National Grid	SD8401SE	1951
National Grid	SD8401SW	1951
National Grid	SD8300NE	1952
National Grid	SD8300SE	1952
National Grid	SD8400SE	1951
National Grid	SD8300SE	1958
National Grid	SD8400SW	1963
National Grid	SD8401SE	1966
National Grid	SD8401SW	1966
National Grid	SD8300NE	1968
National Grid	SD8400NE	1975
National Grid	SD8400NW	1975
National Grid	SD8400SE	1958
National Grid	SD8300SE	1973
National Grid	SD8300NE	1975
National Grid	SD8400SW	1975
National Grid	SD8400NW	1989
National Grid	SD8401SW	1989

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

1:10,560	Mapsheet	Published Date
Lancashire And Furness	104_00	1848
Cheshire	003A_00	1882
Lancashire And Furness	104_NE	1894
Lancashire And Furness	104_NW	1895
Lancashire And Furness	104_NE	1909
Lancashire And Furness	104_NW	1909
Lancashire And Furness	104_NE	1923
Lancashire And Furness	104_NW	1923
National Grid	SD80SW	1956

1:10,000	Mapsheet	Published Date
National Grid	SD80SW	1986

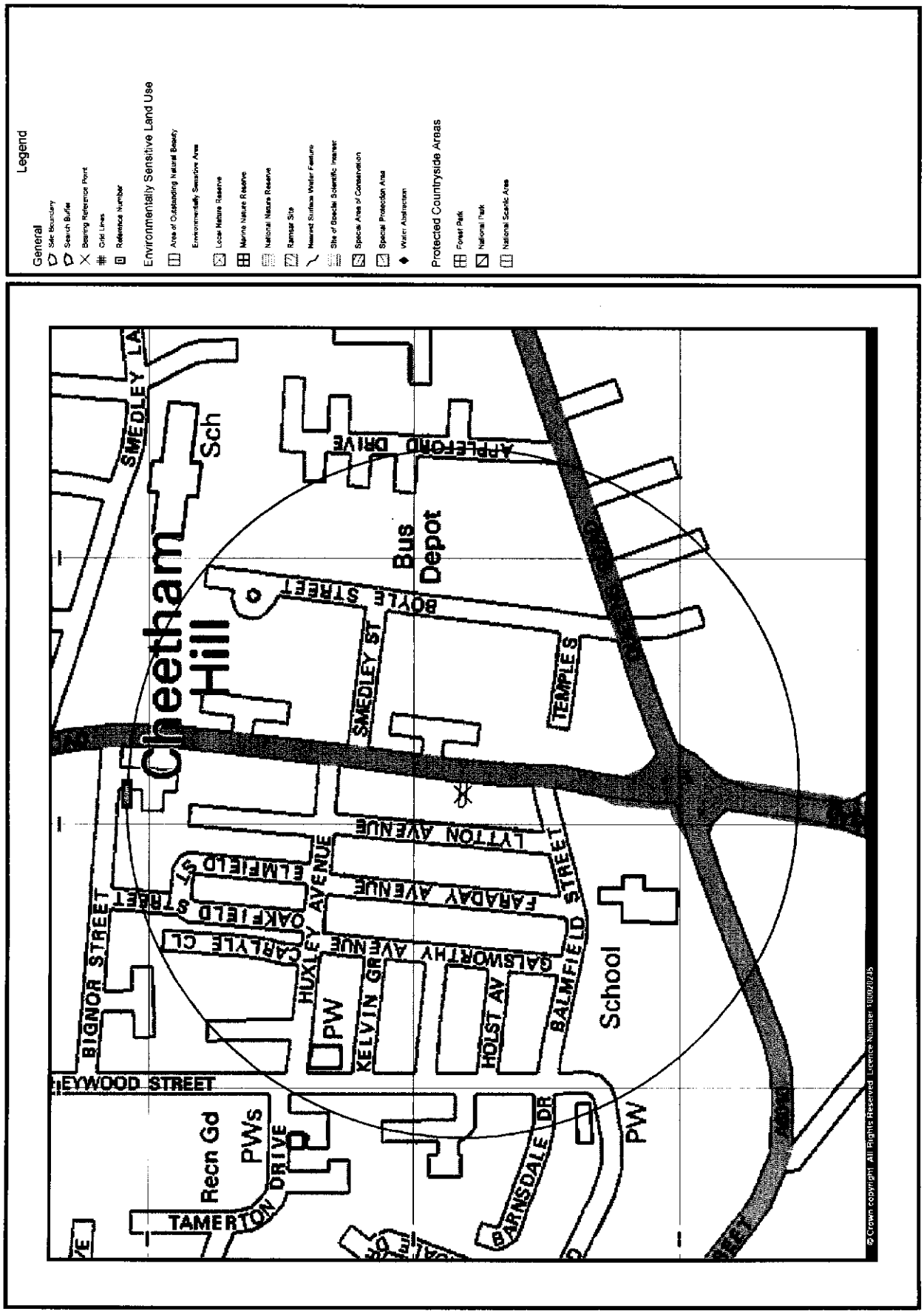
Sensitivity



Pathways and Receptors

Description	Search Buffer	Direction
Pathways		
Groundwater Vulnerability		
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 11 South Pennines. Contact ref: 3	On Site	-
Drift Deposits		
No	N/A	
Extreme Flooding from Rivers or Sea without Defences		
No	N/A	
Flooding from Rivers or Sea without Defences		
No	N/A	
Areas Benefiting from Flood Defences		
No	N/A	
Flood Water Storage Areas		
No	N/A	
Flood Defences		
No	N/A	

Sensitivity



Pathways and Receptors

Description	Search Buffer	Direction
Environmentally Sensitive Receptors		
Nearest Surface Water Feature		
None	N/A	
Source Protection Zones		
Strangeways, Reference: Nw133, Type: Zone II (Outer Protection Zone): Either 25% of the source area or a 400 day travel time whichever is greater.. Contact ref: 3	0-250m	SW
Various, Reference: Not Supplied, Type: Zone III (Total Catchment): The total area needed to support the discharge from the protected groundwater source.. Contact ref: 3	0-250m	SW

Other Factors

Description	Search Buffer	Direction
Brine Compensation Areas		
No	N/A	
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report.. Contact ref: 4	On Site	-
Mining Instability		
Inconclusive Coal Mining	On Site	-
Radon Affected Areas		
Less than 1% of homes are above the Action Level. Contact ref: 5	On Site	-
Radon Protection Measures		
No radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 2	On Site	-
Potential for Collapsible Ground Stability Hazards		
No Hazard	N/A	
Potential for Compressible Ground Stability Hazards		
No Hazard. Contact ref: 2	On Site	-
Potential for Ground Dissolution Stability Hazards		
No Hazard	N/A	
Potential for Landslide Ground Stability Hazards		
Very Low. Contact ref: 2	On Site	-
Potential for Running Sand Ground Stability Hazards		
Very Low. Contact ref: 2	On Site	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Very Low. Contact ref: 2	On Site	-
No Hazard. Contact ref: 2	0-250m	NW
Shallow Mining Hazards		
No Hazard	N/A	

Useful Information

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 a Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974.

Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets.

In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant agency. However, to avoid confusion, the text entry in the body of the report only reveals the detail of the nearest feature in each flood data set.

This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

Mining Instability Data

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

Ordnance Survey® Licensed Partner

Environment Agency

SEPA Scottish Environment Protection Agency

LANDMARK® Information Group

THE COAL AUTHORITY

British Geological Survey NATURAL ENVIRONMENT RESEARCH COUNCIL

Useful Contacts

Contact Name and Address

1 Manchester City Council Planning Department
Town Hall
Manchester
Greater Manchester
M60 2LA

Telephone 0161 234 5000
Fax 0161 234 4508

www.manchester.gov.uk

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

Telephone 0115 936 3143
Fax 0115 936 3276

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

3 Environment Agency National Customer Contact Centre (NCCC)
PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

enquiries@environment-agency.gov.uk

4 The Coal Authority Mining Report Service
200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Telephone 0845 7626848

thecoalauthority@coal.gov.uk

5 Health Protection Agency
Chilton
Didcot
Oxfordshire
OX11 0RQ

Telephone 01235 831600
Fax 01235 833891

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

Other Contacts

Institution of Civil Engineering Surveyors
26 Market Street
ALTRINCHAM
Cheshire
WA14 1PF

Telephone 0161 928 8074

www.ices.org.uk/ices.asp

The Association of Geotechnical and Geoenvironmental Specialists
Foreham Street
83 Copers
Cope Road
Beckenham
Kent
BR3 1NR

Telephone 020 86588212

www.ags.org.uk/

Useful Contacts

Contact Name and Address

The Environmental Auditors Registration Association
Welton House
Limekiln Way
Lincoln
LN2 4US

Telephone 01522 540069

www.greenchannel.com/iea/earahome.htm

The Environmental Industries Commission
45 Weymouth Street
London
W1N 3LD

Telephone 020 79351675

www.eic-uk.co.uk/

The Institution of Civil Engineers
One Great George Street
Westminster
LONDON
SW1P 3AA

Telephone 0207 222 7722
Fax 0207 222 7500

www.ice.org.uk

The Royal Institution of Chartered Surveyors
12 Great George Street
Parliament Square
London
SW1P 3AD

Telephone 020 7222 7000

www.rics.org.uk/

Wilbourn Associates
30 Jessops Riverside
800 Brightside Lane
Sheffield
S9 2RX

www.environmental-surveyors.com

Landmark Information Group Limited
Property & Environment
The Smith Centre
Fairmile
Henley On Thames
Oxfordshire
RG9 6AB

Telephone 0870 850 6670
Fax 0870 850 6671

customerservices@landmarkinfo.co.uk
www.landmarkinfo.co.uk

LANDMARK TERMS AND CONDITIONS

Definitions

"Authorised Reseller" means an agent or reseller of Landmark whom Landmark has duly appointed to resell its Reports and Services.
"Content" means any data, compiling and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Landmark and shall include Landmark developed and Third Party Content.
"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.
"First Purchaser's Lender" means the funding provider for the First Purchaser.
"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site.
"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right.
"Order" means the request for Services from Landmark by You.
"Property Site" means a land site on which Landmark provides a Service.
References to **"We"**, **"Us"** and **"Our"** are references to Landmark Information Group Limited ("Landmark"), whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY. Where You are not ordering the Services directly from Landmark, but from an Authorised Reseller, references to "Landmark" or "We", "Us" and "Our" shall be construed so as to mean either Landmark and/or the Authorised Reseller as the context shall indicate.
References to **"You/Your/Yourself"** refer to the contracting party who accesses the Website or places an Order with Landmark.
"Report" includes any information that Landmark supplies to You including all reports, services, datasets, software or information contained in them.
"Services" means the provision of any service by Landmark pursuant to these Terms, including without limitation, any Report.
"Landmark Fees" means any charges levied by Landmark for Services provided to You.
"Suppliers" means any organisation who provides data or information of any form to Landmark.
"Terms" means these Terms & Conditions.
"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services.
"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 those 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 (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 those 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.o 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.o 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 & Wilbourn 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. Lanomark 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.

c. 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 loss of any rental, profit, revenue, savings or business or any consequential, indirect or economic loss damage or expense including the cost of rent of temporary premises or business interruption.

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 7c.

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 practicably 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.

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