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In Conjunction with:

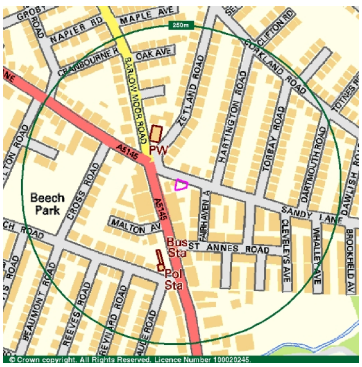
RPS Consultants
RISK MANAGEMENT

Vicky Morris BSc (Hons) MSc AIEMA
Telephone: 020 7261 1091

[redacted]

Report on:
Land adjacent to No. 4
Sandy Lane
Manchester
M21 8TN

Prepared For:
De Santis Philipson
69 Wilmslow Road
Handforth
Wilmslow
Cheshire
SK9 3EN





Report Reference:
SCCON-19288351-1-1

Report Date:
20th April 2006

Your Reference:
Land adjacent to No. 4_SCC

Report Centre
National Grid Reference:
381890, 393560

If you have any questions on the contents of this Report please contact the Landmark Customer Help Desk, which is open 8:30am-5:30pm, Monday - Friday, via one of the following channels:

Telephone: 01491 413030
Fax: 01491 413031
Email: customerservice@promap.co.uk
Website: www.landmarkinfo.co.uk

LANDMARK® Information Group

RPS Consultants
RISK MANAGEMENT

Sitecheck® Review
A Landmark® product

RPS Risk Assessment

Current Use

Vacant

Proposed Use

Housing

Summary of Findings

Contaminated Land

FURTHER ACTION ADVISED (SEE RECOMMENDATIONS)

	Risk		
	Low	Moderate	High
Likelihood of significant ground contamination existing beneath the site		✓	
Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) in its current use	✓		
Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) for proposed use		✓	

Contaminated Land Assessment

Drift Geology: Glaciofluvial Sheet Deposits
Solid Geology: Wilmslow Sandstone Formation

Detailed historical maps (incl. scales of 1:1250 and 1:2500) indicate that four small unlabelled buildings (likely residential use) occupied the site from c.1894 until c.1954. The site has since comprised vacant land, although RPS has been advised that the unauthorised dismantling of cars was undertaken on site for 1-2 years, approximately 10 years ago. This activity reportedly ceased following enforcement action by the Local Authority.

Although historical maps do not indicate any previous contaminative uses, due to the former vehicle dismantling reported on site, there is a low to moderate likelihood of significant ground contamination.

The site is considered to be located in a moderately sensitive environmental setting. It is situated above a major aquifer relating to the permeable Sandstone strata, and residential properties are located in the immediate vicinity. In addition, RPS understands that the site is proposed for development to a residential end use.

Given the potentially contaminative land use recorded on the site, its proximity to sensitive receptors (underlying aquifer and nearby residential properties), and most significantly, the proposed development to a residential (sensitive) end use, ground conditions may represent an environmental liability for the owner or occupier, owing to the potential source-pathway-receptor linkage.

Accordingly, it is possible that the site may be defined as 'contaminated' by the Regulators under Part IIA of the Environmental Protection Act (EPA) 1990. Further enquiries should be undertaken to qualify this possible risk.

Recommendations

In order to reduce or clarify the potential risk of environmental liability associated with the site, the risk management recommendations detailed below should be undertaken.

Regulatory consultation with the following Local Authority Departments (x2):

(1) Environmental Health Department (to obtain information regarding any past industrial land use, records of contamination/pollution, past site investigations/remediation work, relevant details under the Councils Part IIA strategy and any other specific concerns relating to ground conditions on and adjacent to the site).

(2) Planning Department (to obtain information on the development of the site e.g. a summary planning history, any existing reports/information on any environmental conditions attached to planning permissions e.g. a site investigation or remediation work, and confirmation that these conditions have been satisfied).

Cost Estimate: £325+VAT (incl. search cost and detailed letter report)

Note. In relation to the proposed residential development, further environmental assessment may be required to satisfy any planning conditions set by the local authority (or in advance of planning consent being granted). This could comprise a more detailed desktop study and/or confirmation of ground conditions by means of a site investigation.

Other Environmental Issues

None identified.

RPS Risk Assessment

Reliance

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

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

Services

If you require RPS to carry out any work on your behalf, please fax confirmation on 020 7928 0708 or email to SitecheckReview@rpsgroup.com.
Following a review of this information it may be practicable to revise the risk assessment of the site in context with the current and proposed site use. If the client wishes / is able to provide additional information, this can also be reviewed by RPS and may lead to a revision to the Risk Assessment. A charge may be made for this review (dependent on the volume of information), but this will be confirmed in advance. Any subsequent changes to the Risk Assessment can be confirmed in a letter / fax.
Should you require any further information on this report, please contact Sitecheck Customer Services on 0870 606 1700 or the RPS Commercial Advice Line on 020 7261 1091.
Lending Assessment - If required, this Sitecheck report can be used in conjunction with a Debt Finance Assessment in support of a funder's requirements for environmental liability assessment. Please contact RPS on the number above for further details.

[redacted]

Andrew Troup MRICS
Chartered Environmental Surveyor

The RPS Risk Assessment is based only on the information as shown by data sources collected by Landmark Information Group Ltd and supplied within the associated Sitecheck Review Report with RPS Risk Assessment including further information provided by the client. The RPS Risk Assessment should be read in conjunction with the Guidance Notes and the Sitecheck Review Report. No responsibility can be accepted for any error or omissions in the data supplied to RPS. No physical inspection of the Property has been carried out. The RPS Risk Assessment is subject to the Landmark Terms and Conditions.

Contents of the Report

This report is divided into fourteen 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 - Waste and Landfill Sites
This section contains a map, which show current land use features related to waste and landfill. The following pages detail these features and identify the Reference Number and direction.

Current Land Use - Statutory Authorisations
This section contains a map, which show current land use features related to statutory authorisations. The following pages detail these features and identify the Reference Number and direction.

Current Land Use - Potential Contamination
This section contains a map, which show current land use features related to potential contamination. 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.

Guidance Notes for Practitioner
This section gives guidance on the purpose, methodology and scope of the RPS Risk Assessment.

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.

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

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

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

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Aerial Photo





Site

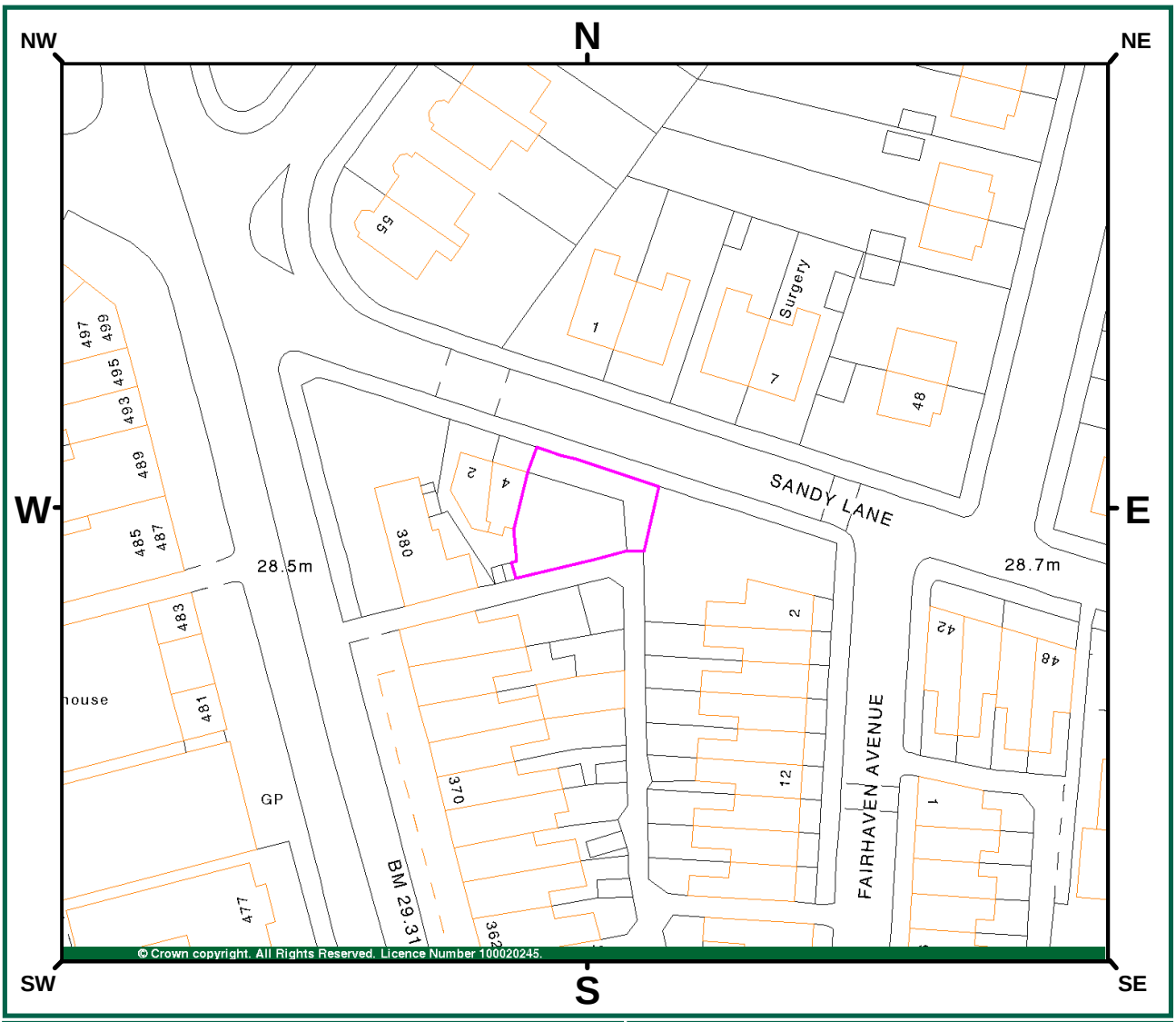
Land adjacent to No. 4
Sandy Lane
Manchester
M21 8TN

Grid Reference

Easting 381890

Northing 393560

Location Map





Site

Land adjacent to No. 4
Sandy Lane
Manchester
M21 8TN

Grid Reference

Easting 381890

Northing 393560

Land adjacent to No. 4, Sandy Lane Manchester, M21 8TN

Sources

Current Land Use - Waste and Landfill Sites

Waste/Landfill Sites

Local Authority Landfill Coverage

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

Current Land Use - Statutory Authorisations

No features were found on the site for this section.

Current Land Use - Potential Contamination

No features were found on the site for this section.

Historical Land Use

Potentially Contaminative Uses

Historical Building Plan Extents

No data available

Land adjacent to No. 4, Sandy Lane Manchester, M21 8TN

Pathways and Receptors

Sensitivity

Pathways

Groundwater Vulnerability

Geological Classification: Major Aquifer (Highly permeable) - These are highly permeable formations usually with a known or probable presence of significant fracturing. They may be highly productive and able to support large abstractions for public water supply and other purposes, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Sheet: Sheet 17 Derbyshire & North Staffordshire, Scale: 1:100,000. Contact ref: 3

Drift Deposits

No

Areas Benefiting from Flood Defences

No

Flood Water Storage Areas

No

Flood Defences

No

Land adjacent to No. 4, Sandy Lane Manchester, M21 8TN

Other Factors

BGS 1:50,000 Geological Mapping Coverage

Map Sheet No: 098, Map Name: Stockport, Map Date: 1977, Bedrock Geology: Available, Superficial Geology: Available, Artificial Geology: Not Available, Faults: Available, Landslip: Available, Rock Segments: Available. Contact ref: 4

BGS 1:50,000 Superficial Deposits

LEX Code: GFSDD, Rock Name: Glaciofluvial Sheet Deposits, Devensian, Rock Type: Sand and Gravel, Min Age: Devensian, Max Age: Devensian. Contact ref: 4

BGS 1:50,000 Bedrock Geology

LEX Code: WLSF, Rock Name: Wilmslow Sandstone Formation, Rock Type: Sandstone, Min Age: Scythian, Max Age: Scythian. Contact ref: 4

Brine Compensation Areas

No

Coal Mining Affected Areas

In an area which may not be affected by coal mining

Radon Affected Areas

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

Radon Protection Measures

Type: No radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 4

Potential for Collapsible Ground Stability Hazards

No Hazard

Potential for Compressible Ground Stability Hazards

Hazard Potential: No Hazard, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4

Potential for Ground Dissolution Stability Hazards

No Hazard

Potential for Landslide Ground Stability Hazards

Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4

Potential for Running Sand Ground Stability Hazards

Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4

Potential for Shrinking or Swelling Clay Ground Stability Hazards

Hazard Potential: No Hazard, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4

Shallow Mining Hazards

No Hazard

Current Land Use - Waste and Landfill Sites

Sources	On Site	0-250m	250-500m (* 500-1000)
	0	0	0(*2)
Waste/Landfill Sites			
BGS Recorded Landfill Sites	0	0	0(*2)
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0(*0)
Licensed Waste Management Facilities (Locations)	0	0	0(*0)
Local Authority Recorded Landfill Sites	0	0	0(*0)
Registered Landfill Sites	0	0	0(*0)
Registered Waste Transfer Sites	0	0	0
Registered Waste Treatment or Disposal Sites	0	0	0(*0)

Current Land Use - Statutory Authorisations

Sources	On Site	0-250m	250-500m (* 500-1000)
	0	1	4(*0)
Statutory Authorisations			
Local Authority Pollution Prevention and Controls	0	1	2
Contaminated Land Register Entries and Notices	0	0	0
Registered Radioactive Substances	0	0	0
Discharge Consents			
Discharge Consents	0	0	2
Water Industry Act Referrals	0	0	0
Industrial Processes			
Integrated Pollution Controls	0	0	0(*0)
Integrated Pollution Control Registered Waste Sites	0	0	0(*0)
Integrated Pollution Prevention And Control	0	0	0
Local Authority Integrated Pollution Prevention And Control	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

Current Land Use - Potential Contamination

Sources	On Site 0	0-250m 8	250-500m (* 500-1000) 34(*0)
Storage of Hazardous Substances			
Control of Major Accident Hazards Sites (COMAH)	0	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
Potentially Contaminative Uses			
Contemporary Trade Directory Entries	0	8	30
Fuel Station Entries	0	0	4
Miscellaneous			
BGS Recorded Mineral Sites	0	0	0(*0)

Historical Land Use

Sources	On Site 0	0-250m 6	250-500m 11
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	0	5	3
Potentially Contaminative Features from Historical Building Plans	0	N/A	N/A
Potentially Contaminative Industrial Uses (Past Land Use)	0	0	4
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	0	0
Potentially Infilled Land (Water)	0	1	4

Summary

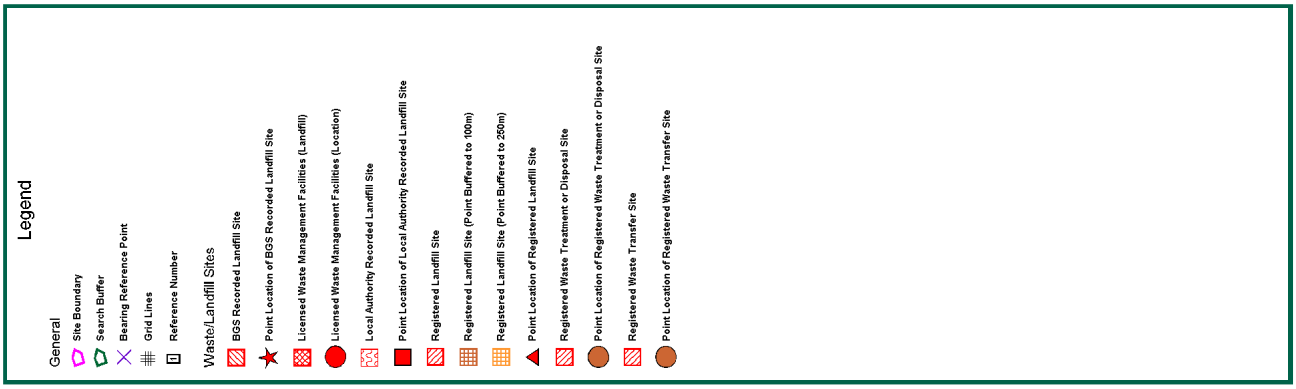
Sensitivity

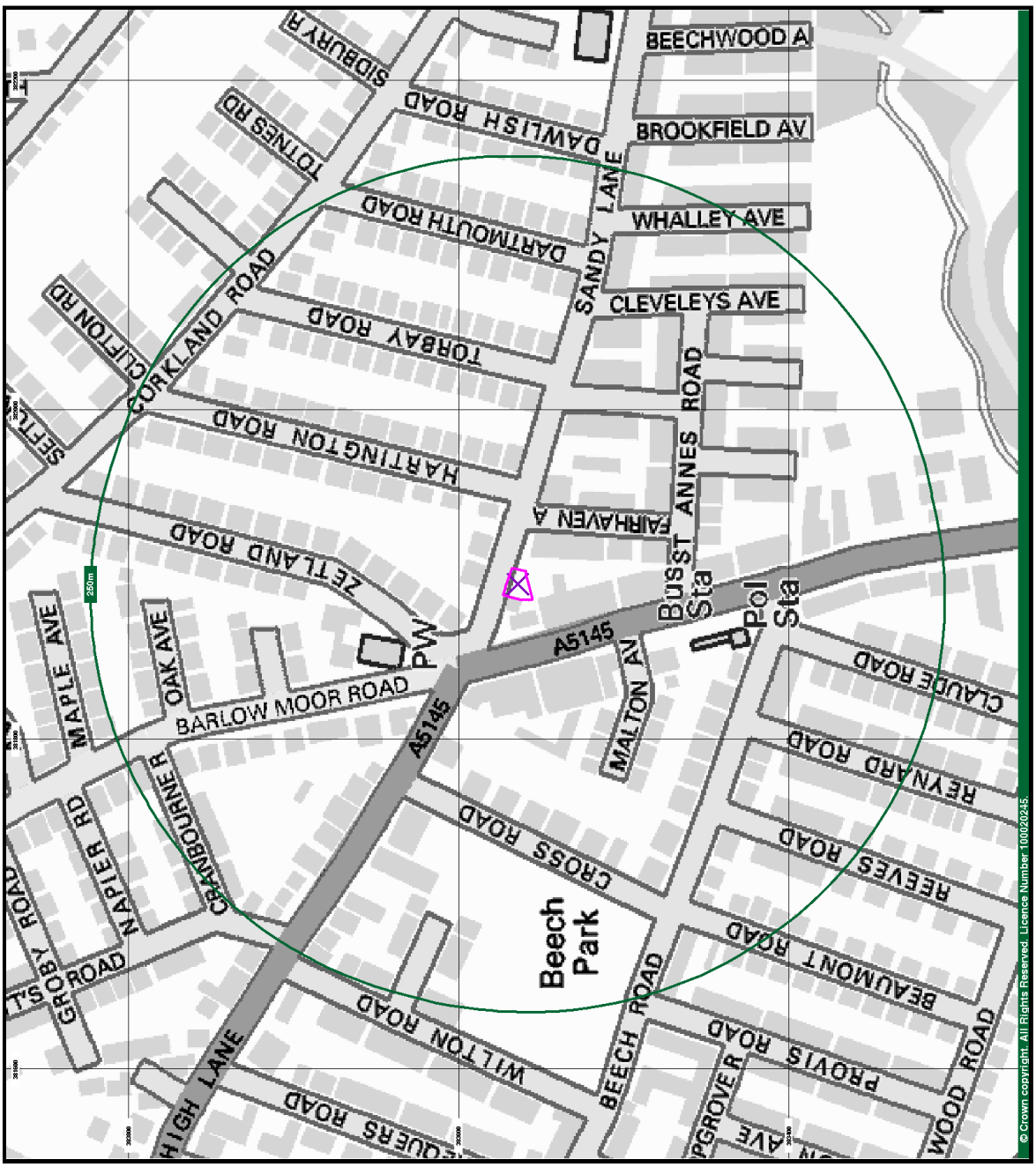
Pathways and Receptors	On Site 1	0-250m 2	250-500m (* 500-1000) 1(*0)
Pathways			
Groundwater Vulnerability	1	0	N/A
Drift Deposits	0	0	N/A
Historical Flood Liabilities	0	0	0(*0)
Extreme Flooding from Rivers or Sea without Defences	0	1	N/A
Flooding from Rivers or Sea without Defences	0	1	N/A
Areas Benefiting from Flood Defences	0	0	N/A
Flood Water Storage Areas	0	0	N/A
Flood Defences	0	0	N/A
River Flood Data (Scotland)	0	0	N/A
River Quality Biology Sampling Points	0	0	0(*0)
River Quality Chemistry Sampling Points	0	0	0(*0)
Environmentally Sensitive Receptors			
Areas of Outstanding Natural Beauty	0	0	0(*0)
Environmentally Sensitive Areas	0	0	0(*0)
Local Nature Reserves	0	0	0(*0)
Marine Nature Reserves	0	0	0(*0)
National Nature Reserves	0	0	0(*0)
Nearest Surface Water Feature	0	0	1(*0)
Ramsar Sites	0	0	0(*0)
Sites of Special Scientific Interest	0	0	0(*0)
Source Protection Zones	0	0	0(*0)
Special Areas of Conservation	0	0	0(*0)
Special Protection Areas	0	0	0(*0)
Water Abstractions	0	0	0(*0)
Protected Countryside Areas			
Forest Parks	0	0	0(*0)
National Parks	0	0	0(*0)
National Scenic Areas	0	0	0(*0)
Nitrate Sensitive Areas	0	0	0
Nitrate Vulnerable Zones	0	0	0

Other Factors

	On Site	0-250m	250-500m (* 500-1000)
	9	1	0(*0)
BGS 1:50,000 Geological Mapping Coverage	1	N/A	N/A
BGS 1:50,000 Mass Movement	0	N/A	N/A
BGS 1:50,000 Artificial Ground	0	N/A	N/A
BGS 1:50,000 Superficial Deposits	1	N/A	N/A
BGS 1:50,000 Bedrock Geology	1	N/A	N/A
BGS 1:50,000 Faults and Rock Segments	0	N/A	N/A
Brine Compensation Areas	0	0	0(*0)
Coal Mining Affected Areas	0	0	N/A
Mining Instability	0	0	N/A
Natural and Mining Cavities	0	0	0(*0)
Radon Affected Areas	1	1	N/A
Radon Protection Measures	1	0	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	0	N/A
Shallow Mining Hazards	0	0	N/A

Current Land Use - Waste and Landfill Sites



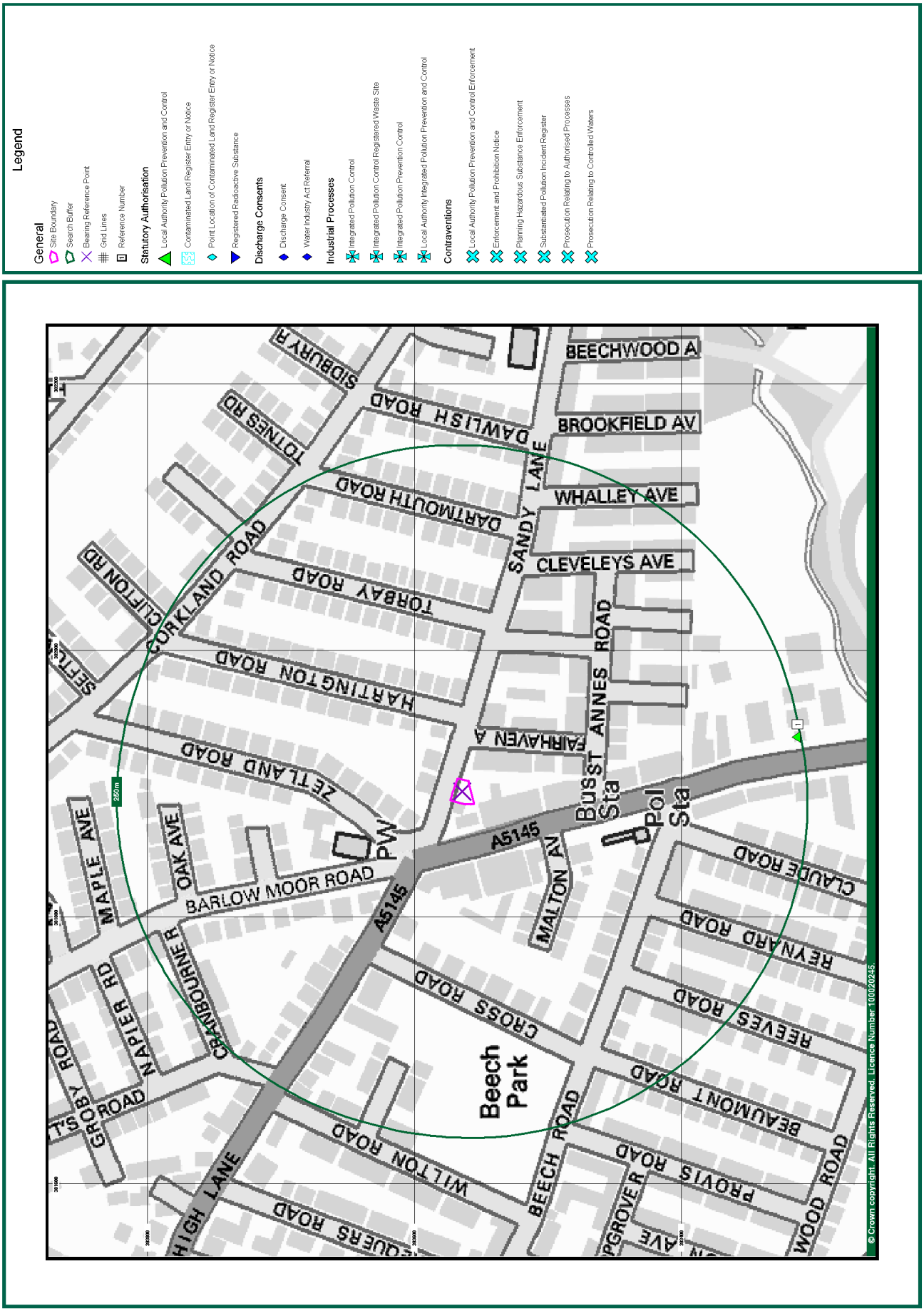


Current Land Use - Waste and Landfill Sites

Sources

Description	Ref. No.	Search Buffer	Direction
Waste/Landfill Sites			
BGS Recorded Landfill Sites			
Site Name: Ivy Green Tip, Location: Chorlton-cum-hardy,MANCHESTER,Gt Manchester, Positional Accuracy: Positioned by the supplier, Boundary Accuracy: Moderate	-	500-1000m	W
Site Name: Hardy Farm Tip, Location: Chorlton-cum-hardy,MANCHESTER,Gt Manchester, Positional Accuracy: Manually positioned to the address or location, Boundary Accuracy: Derived	-	500-1000m	SW
Local Authority Landfill Coverage			
Manchester City Council, - Has not been able to supply Landfill data. Contact ref: 1	-	On Site	-

Current Land Use - Statutory Authorisations

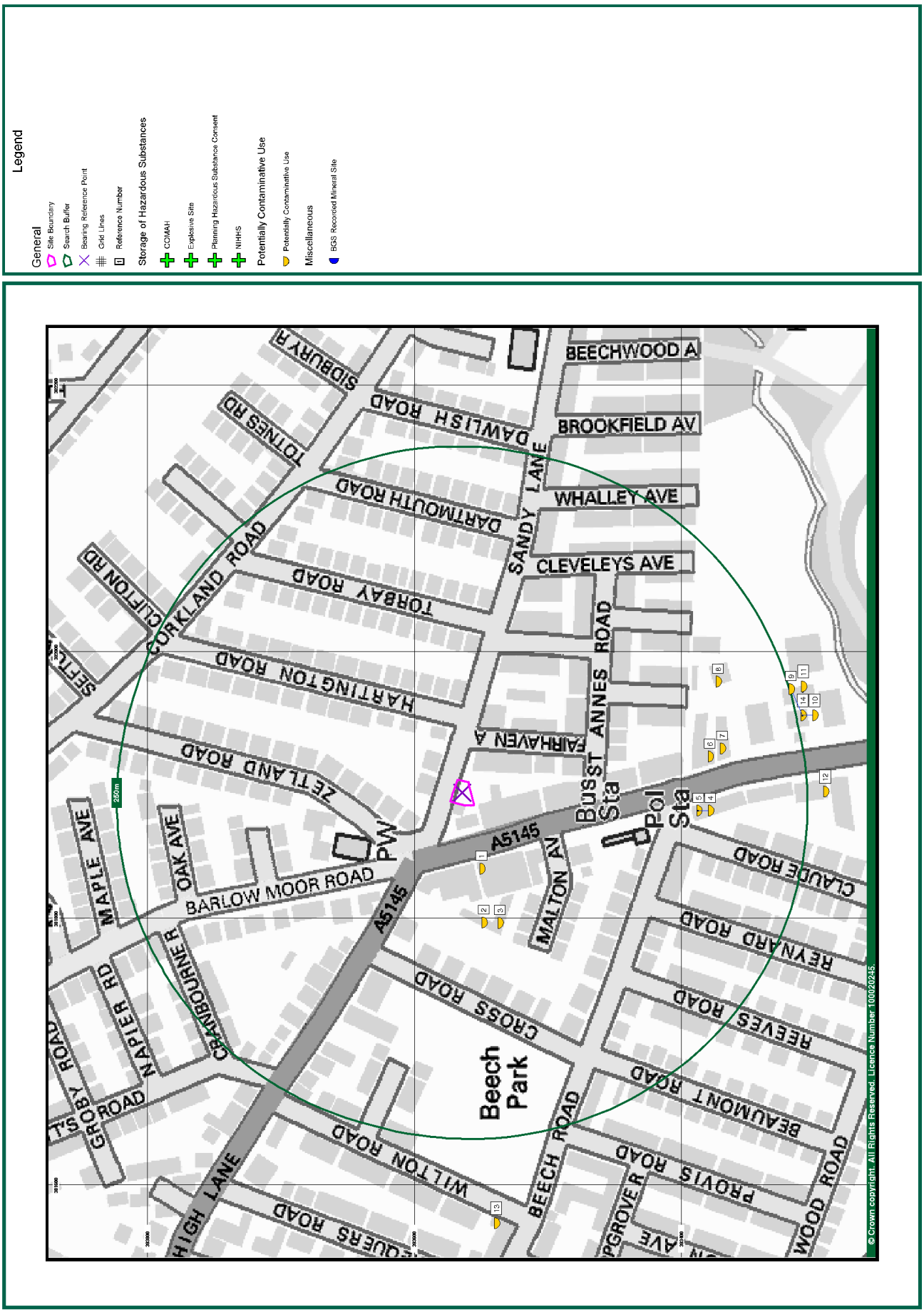


Current Land Use - Statutory Authorisations

Sources

Description	Ref. No.	Search Buffer	Direction
Statutory Authorisations			
Local Authority Pollution Prevention and Controls			
Name: Barlow Moor Service Station, Location: 302 Barlow Moor Road,Chorlton,MANCHESTER, Permit Reference: Pfs/28/98, Status: Authorised, Positional Accuracy: Manually positioned to the address or location. Contact ref: 2	1	0-250m	S
Name: Chorlton Motoring Centre, Location: 423 Barlow Moor Road,Chorlton,MANCHESTER, Permit Reference: Pfs/17/98, Status: Authorised, Positional Accuracy: Manually positioned to the address or location. Contact ref: 2	-	250-500m	S
Name: 21st Century Garages, Location: 418a Wilbraham Road,Chorlton cum Hardy,MANCHESTER, Permit Reference: PFS/51/98, Status: Authorised, Positional Accuracy: Unknown. Contact ref: 2	-	250-500m	N
Discharge Consents			
Discharge Consents			
Operator: United Utilities Water Plc, Location: Cso At Junc Of Beech And Claude Rd,Chorlton Cum Hardy,Manchester, Reference: 016993509, Permit Version: 1, Status: New Consent (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m. Contact ref: 3	-	250-500m	S
Operator: United Utilities Water Plc, Location: St Werburghs Road,Manchester,Greater Manchester, Reference: 01MAN0232, Permit Version: 1, Status: Post National Rivers Authority Legislation where issue date > 31/08/1989, Positional Accuracy: Located by supplier to within 100m. Contact ref: 3	-	250-500m	SE

Current Land Use - Potential Contamination



Current Land Use - Potential Contamination

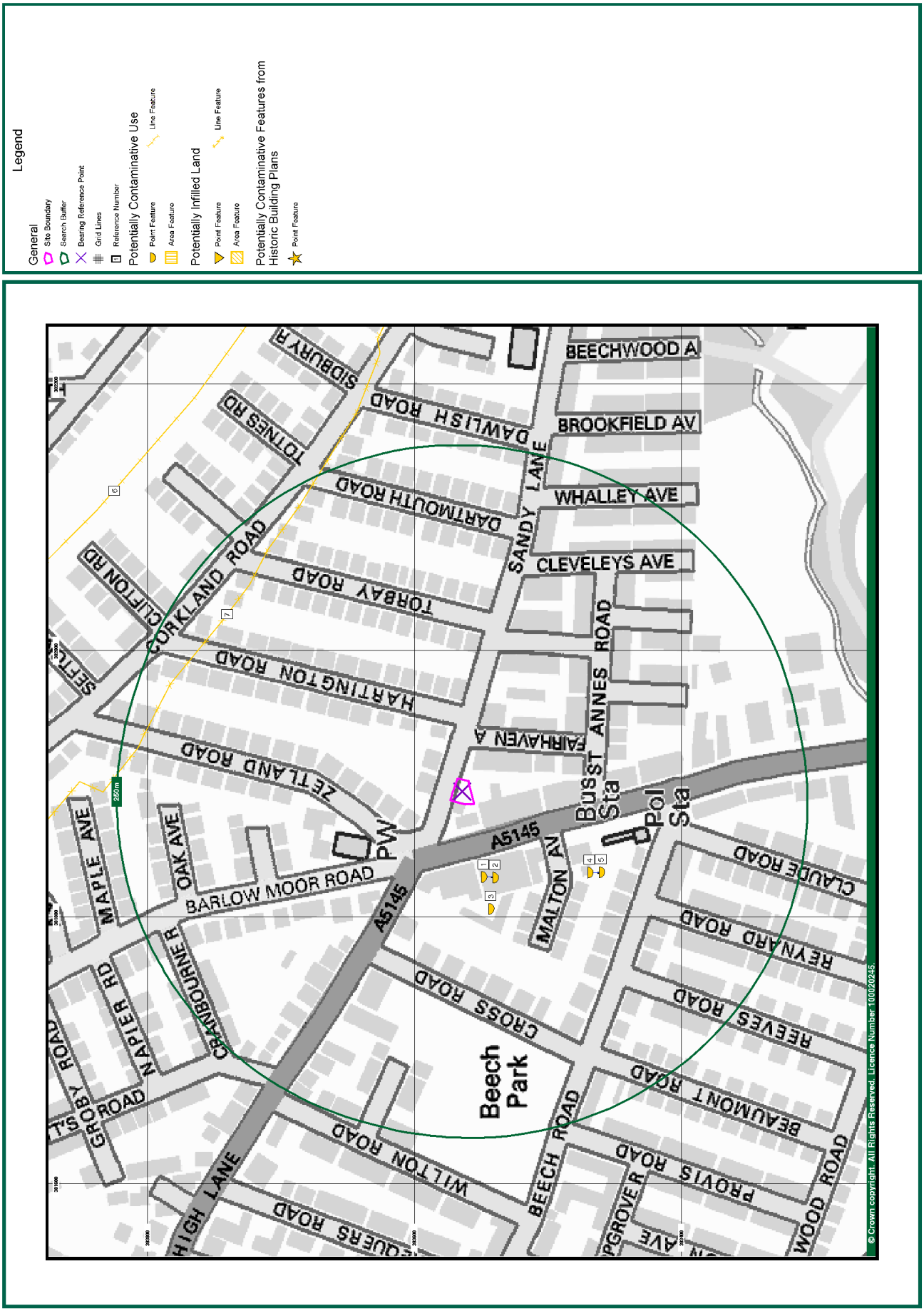
Sources

Description	Ref. No.	Search Buffer	Direction
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
Name: Motor Tech, Location: ,483,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	1	0-250m	W
Name: Miller Autos, Location: ,Rear Of,485,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	2	0-250m	W
Name: Spraycraft Ltd, Location: ,Rear Of,483,Barlow Moor Road,Manchester, Classification: Car Body Repairs, Status: Inactive, Positional Accuracy: Automatically positioned to the address	3	0-250m	W
Name: Auto Shield, Location: ,465,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	4	0-250m	S
Name: Autoshield Maserati, Location: ,465,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	5	0-250m	S
Name: Kazmobile@Charlton.Car, Location: ,320,Barlow Moor Road,Manchester, Classification: Car Dealers, Status: Active, Positional Accuracy: Automatically positioned to the address	6	0-250m	S
Name: Furniture Exchange Ltd, Location: ,318,Barlow Moor Road,Manchester, Classification: Office Furniture & Equipment, Status: Active, Positional Accuracy: Automatically positioned to the address	7	0-250m	S
Name: Baskerville Reactors & Autoclaves Ltd, Location: ,324c,Barlow Moor Road,Manchester, Classification: Engineers - General, Status: Inactive, Positional Accuracy: Automatically positioned to the address	8	0-250m	SE
Name: D S C, Location: ,302,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	9	250-500m	S
Name: Barlow Moor Service Station, Location: ,302,Barlow Moor Road,Manchester, Classification: Petrol Filling Stations - 24 Hour, Status: Inactive, Positional Accuracy: Automatically positioned to the address	10	250-500m	S
Name: Jeffrey Douglass, Location: ,302a,Barlow Moor Road,Manchester, Classification: Joinery Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	11	250-500m	S
Name: Samson Domestics, Location: ,437,Barlow Moor Road,Manchester, Classification: Refrigerators & Freezers - Servicing & Repairs, Status: Inactive, Positional Accuracy: Automatically positioned to the address	12	250-500m	S
Name: Joe Soap Service Centre, Location: ,32,Beech Road,Manchester, Classification: Laundries & Launderettes, Status: Active, Positional Accuracy: Automatically positioned to the address	13	250-500m	W
Name: Chorlton Motoring Centre, Location: ,423,Barlow Moor Road,Manchester, Classification: Mot Testing Centres, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Northern Renaissance Instruments, Location: ,6,Needham Avenue,MANCHESTER, Classification: Musical Instrument - Manufacturers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: Polyplast, Location: 63 Crossland Rd,Manchester, Classification: Packaging & Wrapping Equipment & Supplies, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	-	250-500m	W
Name: Bridge Garage, Location: ,529,Wilbraham Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Manually positioned to the address or location	-	250-500m	N
Name: Kentoms Garage, Location: Silverwood Av,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Manually positioned to the road within the address or location	-	250-500m	NW
Name: Albany Graphics, Location: ,419-421,Barlow Moor Road,Manchester, Classification: Printers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Gustav Botkai, Location: ,419-421,Barlow Moor Road,Manchester, Classification: Leather Merchants & Wholesalers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: International Body Styling, Location: ,419-421,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Palatine, Location: ,419-421,Barlow Moor Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S

Current Land Use - Potential Contamination

Description	Ref. No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Name: Rapaport & Tonge Ltd, Location: ,419-421,Barlow Moor Road,Manchester, Classification: Car Dealers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Twist Design & Print, Location: ,19,Brundretts Road,Manchester, Classification: T-Shirts, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	NW
Name: Harrison Rose Group, Location: 421 Barlow Moor Rd,Manchester, Classification: Cleaning Materials & Equipment, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	-	250-500m	S
Name: G A P Systems, Location: ,62,Beech Road,Manchester, Classification: Vacuum Cleaners - Sales & Service, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Name: Homestyle, Location: ,559,Wilbraham Road,Manchester, Classification: Painting & Decorating Supplies, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: Aleef Garages, Location: Wilbraham Rd,Manchester, Classification: Petrol Filling Stations - 24 Hour, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	-	250-500m	N
Name: Bickertons Motor & Marine Engineers, Location: ,1,Stockton Road,Manchester, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Name: Max Spielmann, Location: ,436,Barlow Moor Road,Manchester, Classification: Photographic Processors, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	NW
Name: Bosprint Ltd, Location: ,27,Stockton Road,Manchester, Classification: Printers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	W
Name: Bonfiglioli (Uk) Ltd, Location: ,68,Claude Road,Manchester, Classification: Crane Hire, Sales & Service, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	SW
Name: R S Automotive Engineering, Location: ,Park Brow Garage,St. Werburghs Road,Manchester, Classification: Garage Services, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	E
Name: Aleef Garages, Location: ,418a,Wilbraham Road,Manchester, Classification: Petrol Filling Stations, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: Chorlton Mot Centre, Location: ,1,Buckingham Road,Manchester, Classification: Mot Testing Centres, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: New Image, Location: ,418,Wilbraham Road,Manchester, Classification: Dry Cleaners, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: Beautywise, Location: ,458,Wilbraham Road,Manchester, Classification: Perfume Suppliers, Status: Active, Positional Accuracy: Automatically positioned to the address	-	250-500m	N
Name: Homepride, Location: ,593,Wilbraham Road,Manchester, Classification: Washing Machines - Servicing & Repairs, Status: Inactive, Positional Accuracy: Automatically positioned to the address	-	250-500m	NW
Fuel Station Entries			
Name: Barlow Moor Service Station, Location: 302 Barlow Moor Road,Chorlton-cum-Hardy,Manchester, Status: Open, Positional Accuracy: Automatically positioned to the address	14	250-500m	S
Name: Chorlton Motoring Centre, Location: 423 Barlow Moor Road,Chorlton-cum-Hardy,Manchester, Status: Open, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Chorlton Park Service Station, Location: 417 Barlow Moor Road,Chorlton-cum-Hardy,Manchester, Status: Out of Industry, Positional Accuracy: Automatically positioned to the address	-	250-500m	S
Name: Orchard Service Station, Location: Wilbraham Road,Chorlton-cum-Hardy,Manchester, Status: Open, Positional Accuracy: Automatically positioned to the address	-	250-500m	N

Historical Land Use



Sources

Description	Ref. No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Use: Potential Tanks, Mapping Scale: 1:1,250, Date of Mapping: 1955	1	0-250m	W
Use: Potential Tanks, Mapping Scale: 1:2,500, Date of Mapping: 1956	2	0-250m	W
Use: Potential Tanks, Mapping Scale: 1:1,250, Date of Mapping: 1974	3	0-250m	W
Use: Electrical Sub Station Facilities, Mapping Scale: 1:1,250, Date of Mapping: 1955	4	0-250m	SW
Use: Electrical Sub Station Facilities, Mapping Scale: 1:2,500, Date of Mapping: 1956	5	0-250m	SW
Use: Potential Tanks, Mapping Scale: 1:2,500, Date of Mapping: 1956	-	250-500m	S
Use: Potential Tanks, Mapping Scale: 1:1,250, Date of Mapping: 1955	-	250-500m	S
Use: Potential Tanks, Mapping Scale: 1:1,250, Date of Mapping: 1981	-	250-500m	N
Historical Building Plan Extents			
No data available	-	N/A	
Potentially Contaminative Industrial Uses (Past Land Use)			
Railways, Date of mapping: 1894-1989	6	250-500m	NE
Factory or works - use not specified, Date of mapping: 1933-1955	-	250-500m	S
Railways, Date of mapping: 1894-1955	-	250-500m	N
Laundries & dry cleaning, Date of mapping: 1908-1955	-	250-500m	W
Potentially Infilled Land			
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	7	0-250m	NE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	-	250-500m	S
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1911	-	250-500m	S
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1908	-	250-500m	NE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1848	-	250-500m	SE

Map Details

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

1:2,500	Mapsheet	Published Date
National Grid	SJ8194	1952
National Grid	SJ8294	1952
National Grid	SJ8293	1955
National Grid	SJ8193	1956
National Grid	SJ8294	1964
1:1,250	**Mapsheet**	**Published Date**
National Grid	SJ8194SE	1951
National Grid	SJ8294SW	1951
National Grid	SJ8193NE	1955
National Grid	SJ8193NW	1955
National Grid	SJ8193SW	1955
National Grid	SJ8293NW	1955
National Grid	SJ8293SW	1955
National Grid	SJ8193SE	1955
National Grid	SJ8194SE	1959
National Grid	SJ8193SW	1971
National Grid	SJ8294SW	1971
National Grid	SJ8193NE	1974
National Grid	SJ8293SW	1974
National Grid	SJ8293NW	1975
National Grid	SJ8194SE	1981

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

1:10,560	Mapsheet	Published Date
Lancashire And Furness	111_00	1848
Cheshire	009_00	1882
Lancashire And Furness	111_NW	1894
Cheshire	009_NE	1899
Lancashire And Furness	111_NW	1908
Cheshire	009_NE	1911
Lancashire And Furness	111_NW	1933
Cheshire	009_NE	1938
National Grid	SJ89SW	1955
1:10,000	**Mapsheet**	**Published Date**
National Grid	SJ89SW	1989

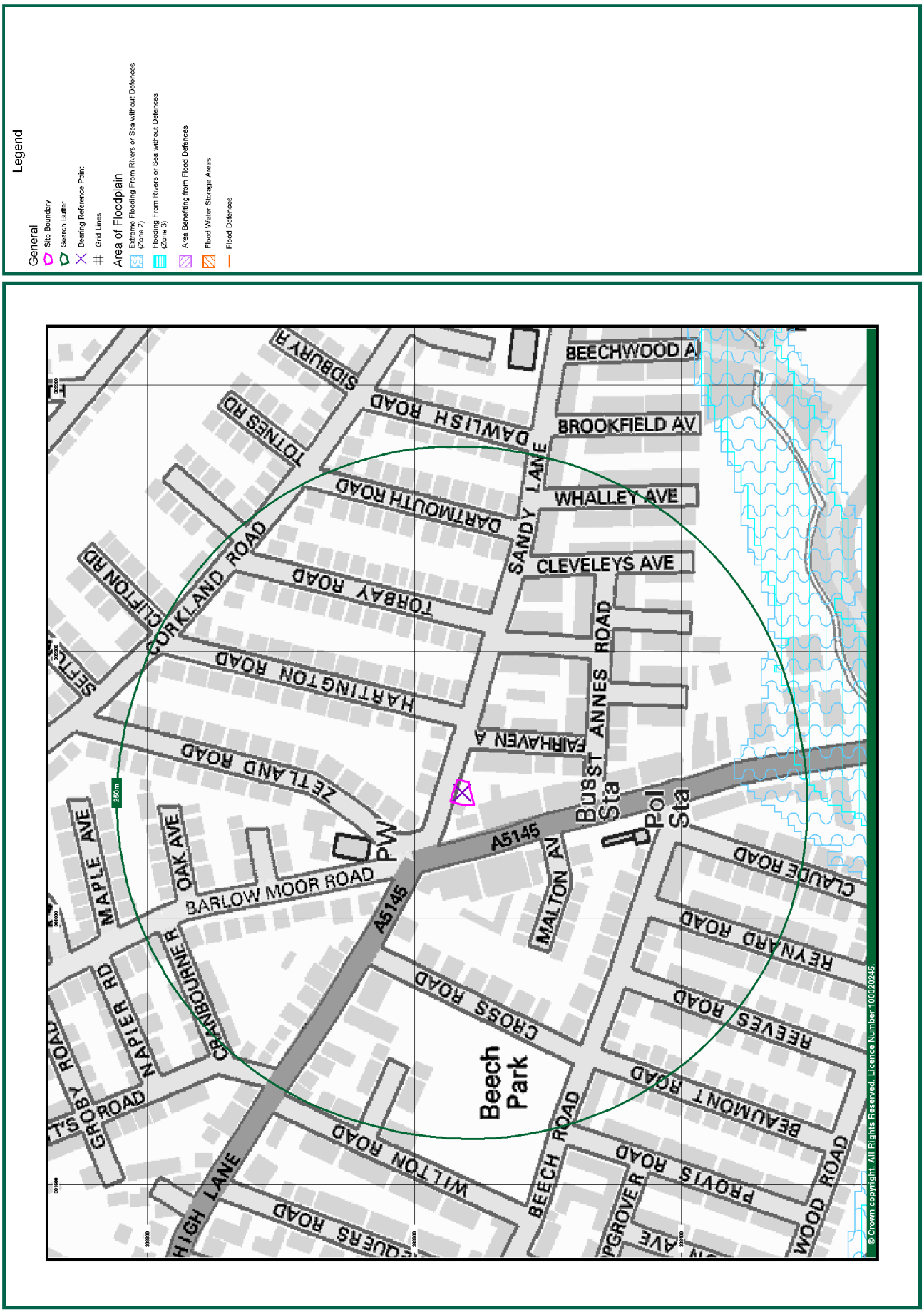
The following maps have also been reviewed by RPS during the Risk Assessment process.

1:2,500	Mapsheet	Published Date
Lancashire And Furness	111_01	1894
Lancashire And Furness	111_02	1894
Lancashire And Furness	111_05	1894
Lancashire And Furness	111_06	1894
Lancashire And Furness	111_01	1907
Lancashire And Furness	111_02	1907
Lancashire And Furness	111_06	1907
Lancashire And Furness	111_05	1907
Lancashire And Furness	111_01	1922
Lancashire And Furness	111_02	1922
Lancashire And Furness	111_06	1922
Lancashire And Furness	111_05	1922

Historical Land Use

1:10,560	Mapsheet	Published Date
National Grid	SJ89SW	1966
1:10,000	**Mapsheet**	**Published Date**
National Grid	SJ89SW	1981
National Grid	SJ89SW	1999
1:1,250	**Mapsheet**	**Published Date**
National Grid	SJ8193NE	1992
National Grid	SJ8193SW	1992
National Grid	SJ8293NW	1992
National Grid	SJ8293SW	1992
National Grid	SJ8294SW	1992
National Grid	SJ8194SE	1992
National Grid	SJ8193SE	1992
National Grid	SJ8193NW	1992
National Grid	SJ8293NW	1995
National Grid	SJ8193NW	1955
National Grid	SJ8193SE	1955
National Grid	SJ8193SW	1984
National Grid	SJ8194SE	1985
National Grid	SJ8193NE	1992
National Grid	SJ8293NW	1992
National Grid	SJ8193NW	1979
National Grid	SJ8193SE	1984
National Grid	SJ8193SW	1992
National Grid	SJ8193NW	1984
National Grid	SJ8193SE	1992
National Grid	SJ8193NW	1990

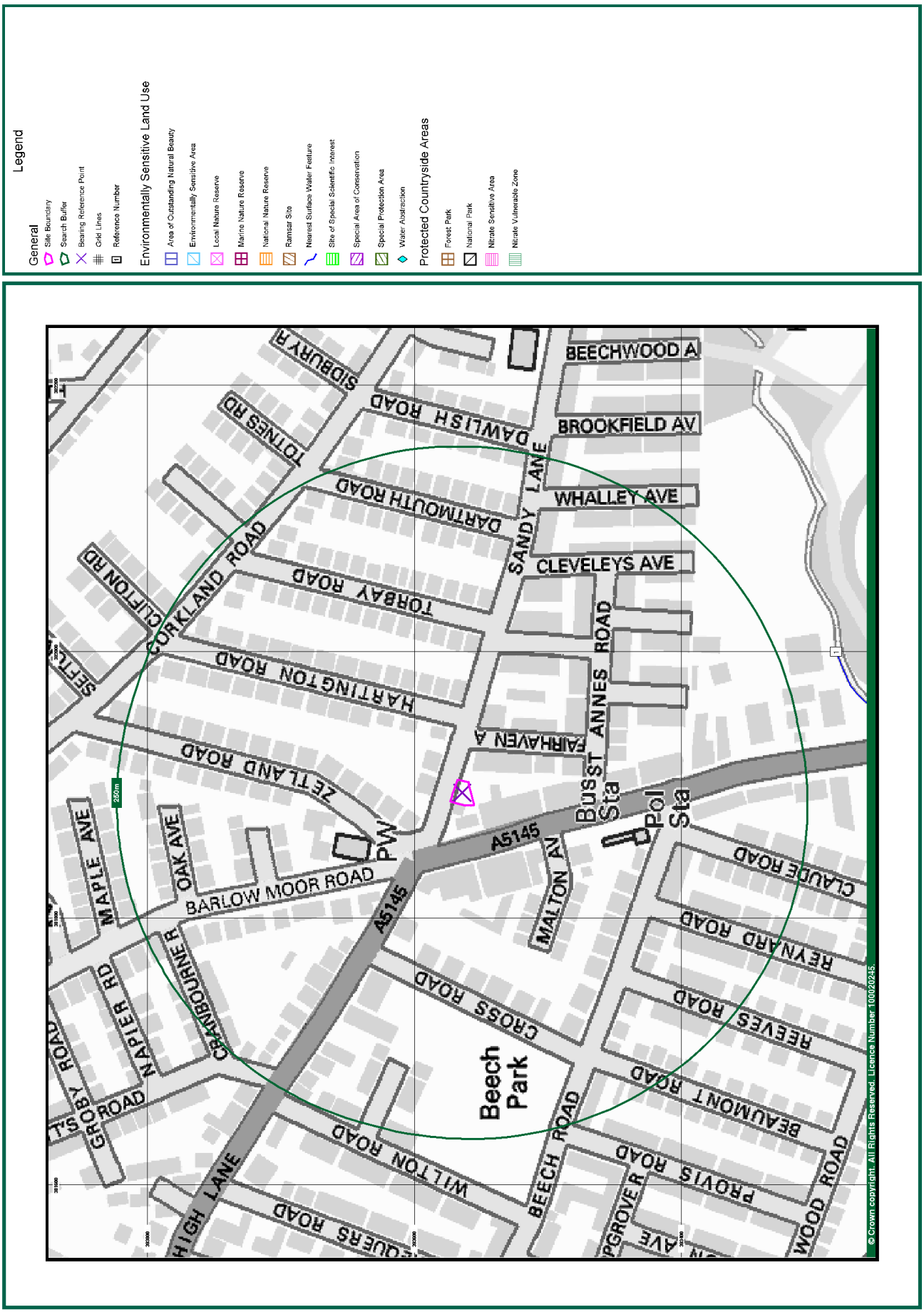
Sensitivity



Pathways and Receptors

Description	Ref. No.	Search Buffer	Direction
Pathways			
Groundwater Vulnerability			
Geological Classification: Major Aquifer (Highly permeable) - These are highly permeable formations usually with a known or probable presence of significant fracturing. They may be highly productive and able to support large abstractions for public water supply and other purposes, Soil Classification: Soils of High Leaching Potential (U) - Soil information for restored mineral workings and urban areas is based on fewer observations than elsewhere. A worst case vulnerability classification (H) assumed, until proved otherwise, Map Sheet: Sheet 17 Derbyshire & North Staffordshire, Scale: 1:100,000. Contact ref: 3	-	On Site	-
Drift Deposits			
No	-	N/A	
Extreme Flooding from Rivers or Sea without Defences			
Fluvial. Contact ref: 3	-	0-250m	S
Flooding from Rivers or Sea without Defences			
Fluvial. Contact ref: 3	-	0-250m	S
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	Ref. No.	Search Buffer	Direction
Environmentally Sensitive Receptors			
Nearest Surface Water Feature			
250-500m	**1**	**250-500m**	**S**

Other Factors

Description	Search Buffer	Direction
BGS 1:50,000 Geological Mapping Coverage		
Map Sheet No: 098, Map Name: Stockport, Map Date: 1977, Bedrock Geology: Available, Superficial Geology: Available, Artificial Geology: Not Available, Faults: Available, Landslip: Available, Rock Segments: Available. Contact ref: 4	**On Site**	**-**
BGS 1:50,000 Superficial Deposits		
LEX Code: GFSDD, Rock Name: Glaciofluvial Sheet Deposits, Devensian, Rock Type: Sand and Gravel, Min Age: Devensian, Max Age: Devensian. Contact ref: 4	**On Site**	**-**
BGS 1:50,000 Bedrock Geology		
LEX Code: WLSF, Rock Name: Wilmslow Sandstone Formation, Rock Type: Sandstone, Min Age: Scythian, Max Age: Scythian. Contact ref: 4	**On Site**	**-**
Brine Compensation Areas		
No	**N/A**	
Coal Mining Affected Areas		
In an area which may not be affected by coal mining	**N/A**	
Radon Affected Areas		
Description: Less than 1% of homes are above the Action Level. Contact ref: 5	**On Site**	**-**
Description: Less than 1% of homes are above the Action Level. Contact ref: 5	**0-250m**	**E**
Radon Protection Measures		
Type: No radon protective measures are necessary in the construction of new dwellings or extensions. Contact ref: 4	**On Site**	**-**
Potential for Collapsible Ground Stability Hazards		
No Hazard	**N/A**	
Potential for Compressible Ground Stability Hazards		
Hazard Potential: No Hazard, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4	**On Site**	**-**
Potential for Ground Dissolution Stability Hazards		
No Hazard	**N/A**	
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4	**On Site**	**-**
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4	**On Site**	**-**
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: No Hazard, Source: British Geological Survey, National Geoscience Information Service. Contact ref: 4	**On Site**	**-**
Shallow Mining Hazards		
No Hazard	**N/A**	

Guidance Notes for Practitioner

RPS

RPS Consultants Ltd ('RPS') is part of the RPS Group plc, the largest European Environmental Consultancy with over 3,000 staff and a network of offices throughout the UK, Europe and key offices worldwide. As a leading advisor to the financial and property sector on potential environmental liabilities it has over thirty years experience advising on contaminated and 'brownfield' sites in the UK, and acts as a panel advisor to the majority of the UK's clearing banks, property developers/agents and the legal profession.

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

Purpose of the Assessment

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

RPS Risk Assessment Methodology and Scope

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

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

Importantly, the RPS Risk Assessment is also based upon the current and proposed use of the site, which enables a more accurate assessment of the pollution linkage and implication of potential contamination. Without accurate land use information, the land is more likely to be designated as contaminated because all possible uses would have to be considered.

RPS Risk Ratings

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

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

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

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

Asbestos

Under the Control of Asbestos at Work Regulations 2002, and HSE Guidance Note MDHS 100, any property where asbestos may be present legally requires an appropriate survey, and an asbestos register. This is normally taken to mean any buildings of pre-1985 construction. If the property was constructed prior to 1985 you can contact RPS for further advice.

Ground Investigation, Remediation, Tax Advice/Credit

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

Guidance Notes for Practitioner

Contact Information

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

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

Limits of the report

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

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

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

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

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

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 100 metre "buffer" is shown on the map as a brown cross-hatched circle and the 250 metre 'buffer' as an orange cross-hatched circle. These are referred to in the map legend as Potential Landfill Buffers. 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

BGS 1835 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 Manchester City Council Environmental Health Department

PO Box 463
Town Hall Extension
Albert Square
Manchester
Greater Manchester
M60 3NY

Telephone 0161 234 4884 / 234 4873.
Fax 0161 234 4508

www.manchester.gov.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 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

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

Landmark Information Group Limited

The Smith Centre
Fairmile
Henley On Thames
Oxfordshire
RG9 6AB

Telephone 01491 413030
Fax 01491 413031

customerservice@promap.co.uk
www.landmarkinfo.co.uk

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c. Landmark does not guarantee that all past or current land uses or features will be identified in the Report; and

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f. Landmark reserves the right, without limitation, to change the Reports or Services on offer at any time.

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f. 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, Reports, 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 acknowledge the ownership of the Content is as per this Clause, 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

g. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.

h. 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.

i. You hereby agree to fully indemnify Landmark against any claim losses or other damages suffered by Landmark as a result any breach by any recipient of the Services of these Terms.

j. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You, Your Client or the persons set out in Clause 3.b.

k. 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.

4. Charges

a. Landmark may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.

b. You are fully responsible for all charges that accumulate on Your Account.

c. 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.

d. An individual or a monthly invoice showing all Orders created 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 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of Landmark Fees may, at Our sole discretion result in Landmark terminating or limiting the use of Your Account and its provision of Services to You. 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.

e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of National Westminster Bank plc.

f. 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 Landmark may remedy the breach and recover the costs thereof from You; or

iv. You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

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. We may suspend the Agreement between You and Landmark for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 6.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's

negligence or willful default.

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, subject to clause 6b, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and neither Landmark nor any person providing information contained in any Services shall in any other 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 or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.

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 amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark except in so far as 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 one year of the date of the Report if the complaint is in relation to a Report on residential property and within six years of the date of the Report in respect of any other Report or Service. Where any claim relates to either a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Landmark's liability shall be limited to £1,000

f. No person may rely on the Report more than 12 months after its original date.

g. You acknowledge that:-

i. 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 the reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity 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 as such We do not warrant that all land uses or features whether past or current will be identified in the Services and 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;

iv. You should carefully inspect the Property Site, and take any other advice that would be reasonably prudent to do prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other Landmark Services in terms of valuing the Property Site;

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. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;

viii. You must observe and comply with all applicable regulations and legislation;

ix. We offer no warranty for the performance of any linked internet service not operated by Us;

x. 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;

xi. without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Website, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;

xii. any support or assistance provided to You in connection with these Terms is at Your risk;

xiii. the information contained in the Services has been extracted from various Crown Copyright and other published sources, and accordingly, Landmark does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these Services;

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. If Landmark provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, 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 or Your Client. 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.
For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited. Copies of their terms and conditions are available on request from Landmark.

j. Landmark has undertaken the Services for use only by the persons referred to at clause 3b and for no other purpose whatsoever and the Services should not be relied upon by any other third party. Landmark can accept no responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the Services. Any third party relying on the Services does so entirely at its own risk, including without limitation any insurers referred to in this clause 6. Recipients of the Services are to rely on their own skill and judgment in determining the suitability of the Services for their own purpose and use and are advised to use the Services with caution and not base important business decisions solely on the same. Landmark Services are merely one of the tools available for the assessment of environmental, geological or other property or land-related risks and should be used in conjunction with other recognised methods of evaluation.

k. Time shall not be of the essence with respect to the provision of the Services.

7. Events Beyond Our Control

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.

8. Severability

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.

9. Governing Law

This Agreement 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 as regards any claim or matter arising under this Agreement. 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.

10. Entire Agreement

a. These Terms, together with the prices and delivery details set out on our Websites and Your Order comprise the whole of our 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 or as an authorised representation about the nature or quality of any Services offered for sale by us. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.

b. 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.

11. General

a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms save as provided by Clause 3.b. Your right to use the Services, operate Your Account or to designate users is not transferable

b. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.

c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

d. No waiver on our 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.

e. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.

f. 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 all notices from Us to You will be displayed on our Websites from time to time.

g. 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.

h. Landmark reserves the right to monitor or record telephone calls for training purposes.

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