frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by Groundsure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

- 5.2 The Client shall pay all outstanding Fees to Groundsure in full without deduction, counterclaim or set off within 30 days of the date of Groundsure's invoice or such other period as may be agreed in writing between Groundsure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.
- 5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of Groundsure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

- (i) full payment of all relevant Fees and
- (ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the Groundsure Materials.
- 6.2 All Intellectual Property in the Groundsure Materials are and shall remain owned by Groundsure or Groundsure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.
- 6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client shall, and shall procure that any recipients of the Groundsure Materials shall:
- (i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to Groundsure or any third party from the Services;
- (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;
- (iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);
- (iv) not combine the Services with or incorporate such Services into any other information data or service;
- (v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);
- (vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and
- (vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,
- 6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the Groundsure Materials in order to advise the Beneficiary in a professional capacity. However, Groundsure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.
- 6.6 The Client shall procure that any person to whom the Services are made available shall notify Groundsure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

- 7.1 This Clause 7 sets out the entire liability of Groundsure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:
 - (i) any breach of contract, including any deliberate breach of the Contract by Groundsure or its employees, agents or

subcontractors:

- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.
- 7.4 Groundsure shall not be liable for
 - (i) loss of profits;
 - (ii) loss of business;
 - (iii) depletion of goodwill and/or similar losses;
 - (iv) loss of anticipated savings;
 - (v) loss of goods;
 - (vi) loss of contract;
 - (vii) loss of use;
 - (viii) loss or corruption of data or information;
 - (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the Groundsure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the Groundsure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- $\mbox{(xiii)}$ \mbox{loss} or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of Groundsure's internet ordering service.
- 7.5 Groundsure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 Groundsure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of Groundsure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against Groundsure in relation to the Services or other matters arising pursuant to the Contract.

8 Groundsure's right to suspend or terminate

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

9. Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.
- 9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon Groundsure's acceptance of the Order; and
- (ii) the Reports and/or Mapping provided under this Contract are
 - (a) supplied to the Client's specification(s) and in any event
 - (b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

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

11 Anti-Bribery

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

12 General

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

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

- 12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.
- 12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.
- 12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.
- 12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.
- 12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.
- 12.13 Groundsure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.
- 12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at Groundsure who will respond in a timely manner.
- 12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law.

© Groundsure Limited June 2013

In SW of Western Part of site

LOCATION: Euro 5 Distribution Ardley Brossh Georgical Survey	1	ata Ch	DATE OF	BORING:	iples	Three	91	
Description of Strata	Legend	Depth	O.D. Level	Depth	Туре	CPT N-Value	Wat Lev	
TOPSOIL Soft brown clayey SILT with rootlets		7/			Ectati)	Geological Sur	ev	
SUPERFICIAL DEPOSITS Firm mid brown clayey SILT with much limestone sand and gravel	XX X X X X X X X X X X X X X X X X X X	-						
GREAT OOLITE	X X X.X	1.00		- 1				
	1	- 1.00		idish Geologi	al Survey			
Borehole advanced by rotary drilling		-		- 1				
see over		-						
Bridish Geological Survey Br	ish Geological St.	- 2.00			Eledisia	ieological Suve		
in Geological Survey Extish Geological Surve	համասիավարհանակում	3.00	Br	itish Geolog cz	il Survey			
Bulish Geological Survey E	fish Geological Servi	4.00			Britist G	e clogical Stree		
is Geological Burvey Eritish Geological Survey.	unt asse haretens, hand and pasty		Brit	sish Geoirgical	Su ₁ e ₂			
LINING TUBES : Nil PIEZOMETER	: Nil PIEZOMETER : : At 0.90m for 0.25 hours; no progress : Borehole drilled from existing					▼ - Water Strike ▼ - Water (Standing Level) W - Water Sample B/J - Bulk/Jar Sample SPT - Standard Penetration Test CPT - Cone Penetration Test * - extrapolated value (U) - Undisturbed sample no. of blows shown in brackets		
DATE March 1991 BOREHOLE	C 1	LOG				ORT No. 1649		



BGS ID: 15953647: BGS Reference:

SP52NW282

British National Grid (27700): 454420,228830

<< | < Prev | Page 1 of 3 ▼ | Next > | >>

British Geolo		5 Distr e Ard		on	1	воі	REHOLE No. Thro
		DATE OF BORING:					
	Description of Strata	STRATA CHANGE					Description of
	British Geological Survey	LEGEND	DEPTH M	S %	F %	S C & R	Discontinuities Buttsh Geolog
British Geolog	OPEN BOREHOLE	sh Geologic	and the state of t				British Gyotopical Survey
	GREAT OOLITE Light grey brown shelly LIMESTONE moderately strong		1.00	0	26	12	
	Emish Geological Survey Light grey brown shelly	-		O Beologica	56 Survey	49	British Geologie
Bittish Geolog	LIMESTONE moderately strong with bands of firm sandy silt Light grey brown shelly LIMESTONE strong	sh Sentog is	2.00	18	66	47	British Geological Survey
	- weak between 2.95 and 3.10m		3.00	40	100	82	
	- weak at 3.90 to 4.10m with some sandy silt		British	∂eological	Survey	100	British Geologic
Bullen Gealog	Stiff dark brown to dark grey slightly sandy silty CLAY Grey LIMESTONE very closely jointed strong	In Ge llogics	urvėy 5 00	41	87	66	British Geological Survey
	BOREHOLE DIAMETER: 45mm GROUND LEVEL : WATER LEVEL : REMARKS : Borehole existing		Billish 6	eological :	Survey		DEPTH OF CASING : DRILLING METHOD : Water flu ORIENTATION : Vertical OS GRID REFERENCE:
Ī	DATE	BORE		LE	LO	G	REPORT S.16

In North of Western Part of site

LOCATION: Euro Centr	5 Distri e Ardle		n			REHOLE No. One OF BORING: 14.03.1991	
	STRATA C	3% O D	E		Description of		
Description of Strata British Geological Survey	LEGEND DEPTH			S C R	Discontinuities Diffich Geologica	STATE OF	
TOPSOIL Soft dark brown clayey SILT with rootlets		-					
SUPERFICIAL DEPOSITS Firm mid brown clayey SILT with much shelly limestone and quartzite gravel	**************************************	Survey -1.00	0	14	0	Prints Gewegical Survey	
GREAT OOLITE Light grey brown shelly LIMESTONE and sandy SILT		- Entist	O Geologica	34 Suivey	13	Bi desn Geolòpis si	
Light grey brown shelly LIMESTONE, strong with some dry sandy silt		-2.00	0	80	60		
Light grey brown shelly LIMESTONE, strong	r s i Geologic	Survey				British Geological Survey	
Firm to stiff light mid brown	* * * *	3.00	25	95	65	5	
Light'grey brown shelly LIMESTONE, strong		Britist (Survey 100	93	Sitish Geologist &	
Mid brown colitic LIMESTONE, weak,	sh Geologic C	4.00	-				
	inchal daring	5.00				British Geological Survey	
	drilled f	rom	e of orgical i	luhèy		DEPTH OF CASING : DRILLING METHOD : Water flush ORIENTATION : Vertical OS GRID REFERENCE:	avey
DATE	BORE	HOI	Æ	LOC	3	REPORT NO S.1649).



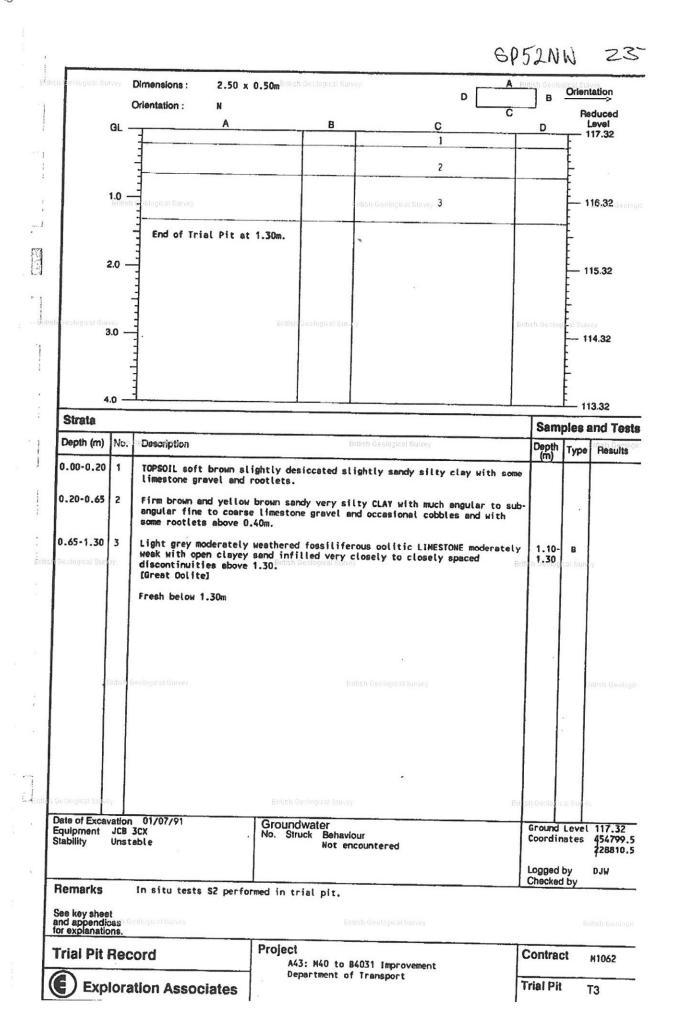
BGS ID: 15953645 : BGS Reference:

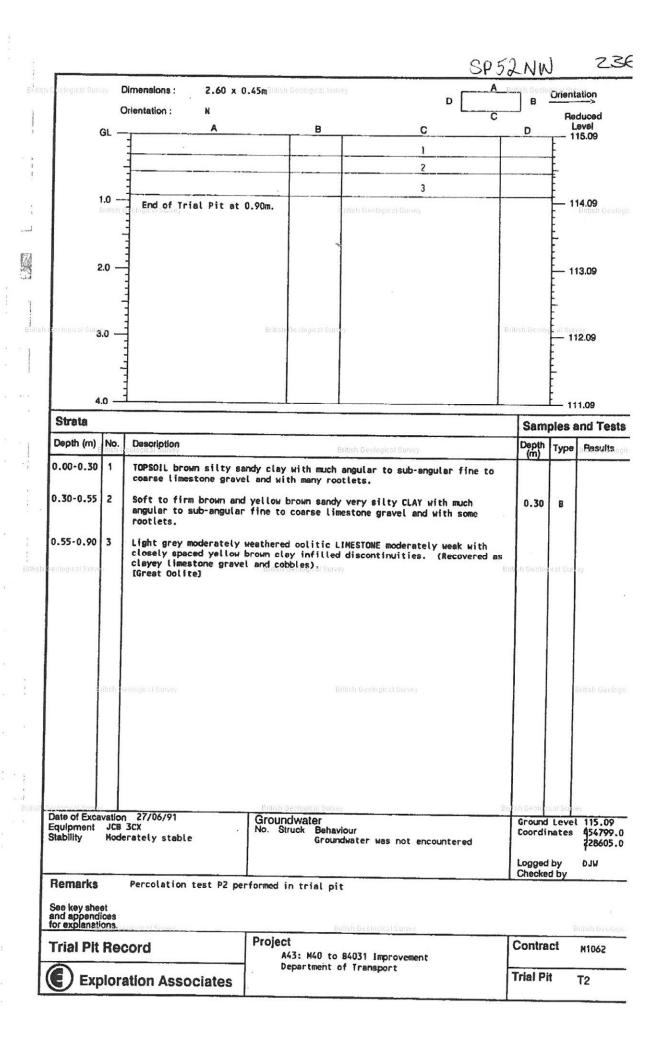
SP52NW280

British National Grid (27700): 454530,229220

NATURAL ENVIRONMENT RESEARCH COUNCIL Report an issue with this borehole

<< | < Prev | Page 1 of 2 ▼ | Next > | >>





m 0.0. H	HOLE NO.		
50 M S	M SHEET 1		
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_	Additional		
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1 1 5	BUT No :		
1 1 1	Der Hol		
-0	-0.53 75		
	0,03		
	- Slight see		
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.			
	1.64 74		
great Burvey o.	0,20 74		
-			
-3	3,38 74		
	Strong see		
1.	1.46 74		
1 0.	0.21 73		
E citie			
1 1			
	2,21 74		
2.	2.01 74		
It. L	*Point Lone		
J. Tipledy BSC.	C 8 m 2 m		
	s.cmg.ric		
Director Eastern Road 99/63 Golding			

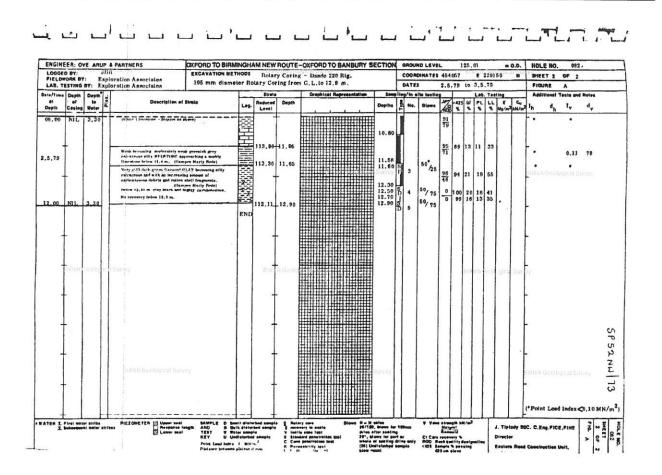
Adj. to West of Western Part of Site



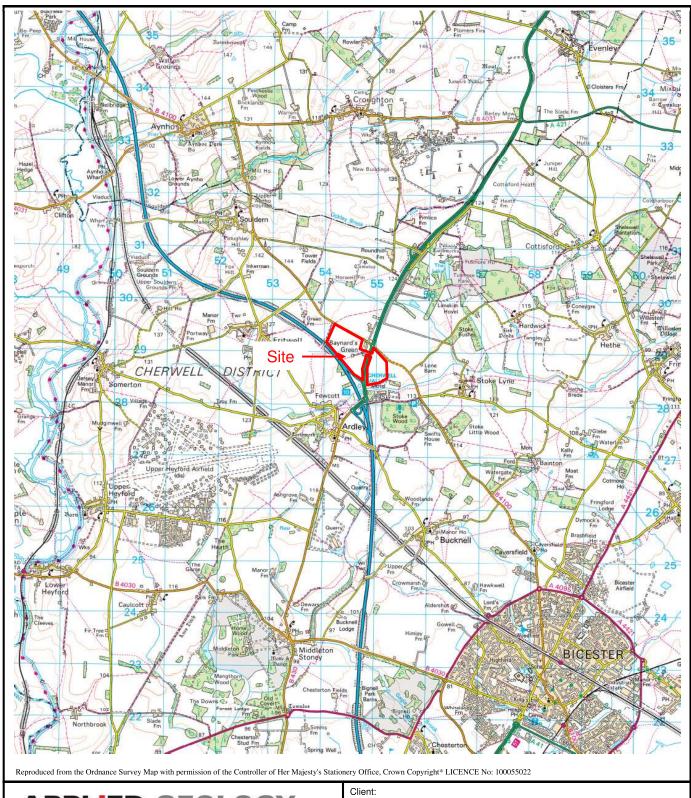
BGS ID: 336506 : BGS Reference: SP52NW73 British National Grid (27700) : 454060,229150

Report an issue with this borehole

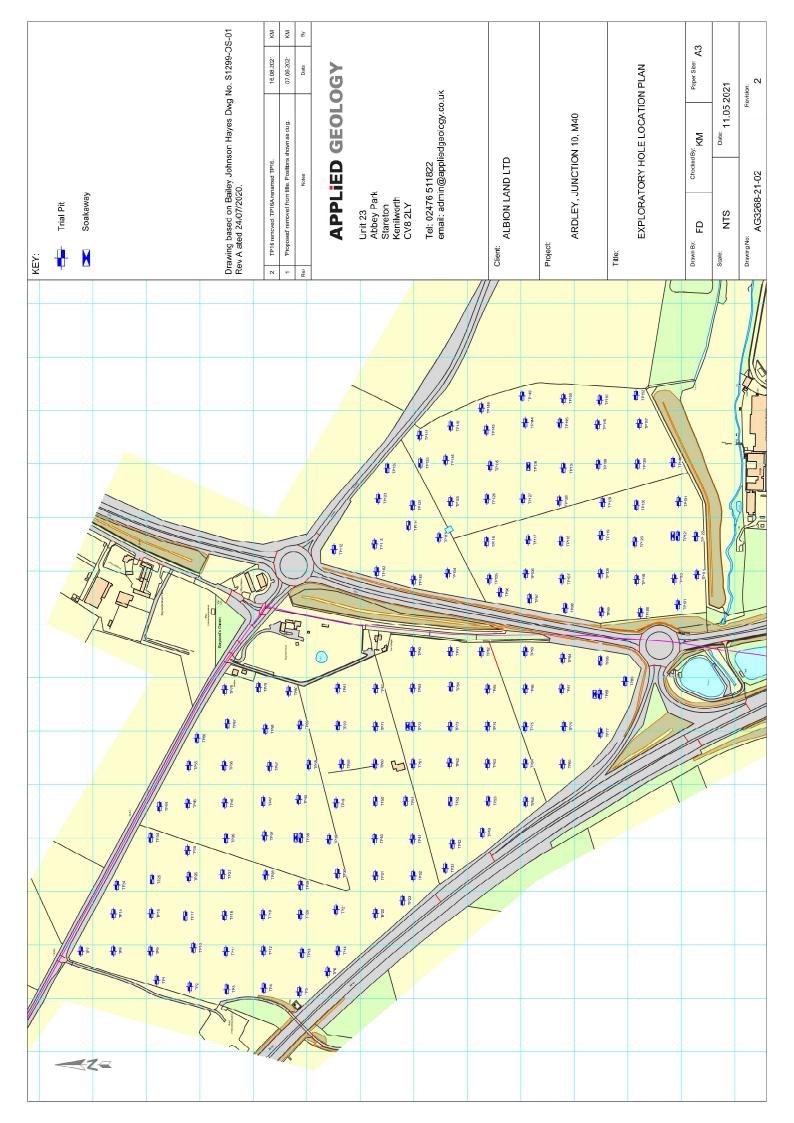
<< | < Prev | Page 2 of 2 ▼ | Next > | >>



APPENDIX B



APPLIED GEOLOGY **ALBION LAND LTD** Unit 23 Abbey Park Stareton Tel: 02476 511822 Project: Kenilworth email: admin@appliedgeology.co.uk CV8 2LY LAND ADJACENT TO JUNCTION 10, M40, Checked By: Paper Size: **ARDLEY** Drawn By: Α4 FD AS Date: NGR: Scale: Title: NTS 454583 229025 13.08.2021 SITE LOCATION PLAN Drawing No: Revision: AG3268-21-01 0





APPENDIX C

TRIAL PIT LOG TP1

Project Land adjacent to Junction 10, M40, Ardley Project No. AG3268-21

ClientAlbion Land LtdSheet1 of 1

Date 04/06/2021 **Scale** 1:25

Ground Level 127.05m AOD Coordinates E 454133.92 N 229380.57 Total Depth 1.50m

Ground	Level	127.05m AOD	Coor	dinate	s E 454133.92 N 229380.57 Total Depth	1	.50m
Sample / Test Type	Depth (m)	Result Level (mAoD)	Strata Depth (thickness) (m)	Ease of Dig	Description of Strata	Legend	GW
ES D	- 0.10 - 0.25	126.85 126.70	(0.20) - 0.20 - (0.15)	E	Soft dark brown slightly silty slightly gravelly CLAY with occasional cobbles and occasional to frequent rootlets. Gravel is fine to coarse angular to subrounded limestone. Cobbles are angular to subrounded limestone. (TOPSOIL) Dark orangish brown slightly clayey GRAVEL with frequent cobbles. Gravel is		**
D	 _ _ _ _ 0.90		(0.80)	M	fine to coarse angular to subangular limestone. Cobbles are angular to subangular limestone. (WHITE LIMESTONE FORMATION) Light orangish brown slightly clayey to clayey GRAVEL with frequent cobbles and rare to occasional boulders. Gravel is fine to coarse angular to subangular limestone. Cobbles and boulders are angular to subangular tabular fossiliferous limestone. (WHITE LIMESTONE FORMATION)		े देश देश देश देश देश
D B	- - 1.30 - 1.40 -	125.90 125.57 125.55	(0.33)	Н	Light creamy brownish white slightly clayey GRAVEL with frequent cobbles and occasional boulders. Gravel is fine to coarse angular to subangular limestone. Cobbles and boulders are angular to subangular tabular fossiliferous limestone. (WHITE LIMESTONE FORMATION) Moderately strong LIMESTONE - unable to penetrate. (WHITE LIMESTONE FORMATION)	70	्रवा ००१ ०१ १
	- - - - - -	-			End of Trial Pit at 1.50m		
	- - - - -	-					
	- - - - -	- - - - -					
	- - - - -	-	- - - - - -				

Method: Wheeled backhoe excavator.

Groundwater: Groundwater not encountered.

Stability: Stable

Remarks: Terminated at 1.50m bgl due to competent rock strength strata. Trial pit backfilled with arisings on

completion.

Length: 2.40m

Width: 0.60m

Logged: KM

Checked: AS

