



Wardell Armstrong LLP

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GroundSure Reference: GSWA1-1546718

Your Reference: CA10769_CA4972

Report Date 8 Jul 2014

Report Delivery Method: Email - pdf

GroundSure EnviroInsight

Address: WYKHAM PARK FARM, BANBURY,

Dear Sir/ Madam,

Thank you for placing your order with GroundSure. Please find enclosed the **GroundSure Enviroinsight** as requested.

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

Yours faithfully,

Wardell Armstrong

Enc.
GroundSure EnviroInsight



GroundSure EnvirolInsight

Address: WYKHAM PARK FARM, BANBURY,
Date: 8 Jul 2014
Reference: GSWA1-1546718
Client: Wardell Armstrong LLP

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N

NE



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SW

S

SE

Aerial Photograph Capture date: 02-Jun-2009
Grid Reference: 444698,238659
Site Size: 51.69ha

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Overview of Findings

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

Section 1: Environmental Permits, Incidents and Registers		On-site	0-50m	51-250	251-500		
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations							
1.1.1	Records of historic IPC Authorisations	0	0	0	0		
1.1.2	Records of Part A(1) and IPPC Authorised Activities	0	0	0	0		
1.1.3	Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0		
1.1.4	Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0		
1.1.5	Records of List 1 Dangerous Substances Inventory sites	0	0	0	0		
1.1.6	Records of List 2 Dangerous Substances Inventory sites	0	0	0	0		
1.1.7	Records of Part A(2) and Part B Activities and Enforcements	0	0	0	0		
1.1.8	Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0		
1.1.9	Records of Licensed Discharge Consents	0	0	6	5		
1.1.10	Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2	Records of COMAH and NIHHS sites	0	0	0	0		
1.3 Environment Agency Recorded Pollution Incidents							
1.3.1	National Incidents Recording System, List 2	0	0	0	0		
1.3.2	National Incidents Recording System, List 1	0	0	0	0		
1.4	Sites Determined as Contaminated Land under Part 2A EPA 1990	0	0	0	0		
Section 2: Landfill and Other Waste Sites		On-site	0-50m	51-250	251-500	501-1000	1000-5000
2.1 Landfill Sites							
2.1.1	Environment Agency Registered Landfill Sites	0	0	0	0	0	Not searched
2.1.2	Environment Agency Historic Landfill Sites	0	0	0	0	1	1
2.1.3	BGS/DoE Landfill Site Survey	0	0	0	0	0	0
2.1.4	GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings							
2.2.1	Operational and Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	Not searched	Not searched
2.2.2	Environment Agency Licensed Waste Sites	0	0	0	0	0	0

Section 3: Current Land Use	On-site	0-50m	51-250	251-500
3.1 Current Industrial Sites Data	0	1	5	Not searched
3.2 Records of Petrol and Fuel Sites	0	0	0	0
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0

Section 4: Geology

4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site?	No
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site?	None
4.3 For records of Bedrock and Solid Geology beneath the study site see the detailed findings section.	

Section 5: Hydrogeology and Hydrology

	0-500m
5.1 Are there any records of Strata Classification in the Superficial Geology within 500m of the study site?	No
5.2 Are there any records of Strata Classification in the Bedrock Geology within 500m of the study site?	Yes

	On-site	0-50m	51-250	251-500	501-1000	1000-2000
5.3 Groundwater Abstraction Licences (within 2000m of the study site)	0	0	0	0	3	3
5.4 Surface Water Abstraction Licences (within 2000m of the study site)	0	0	0	2	2	3
5.5 Potable Water Abstraction Licences (within 2000m of the study site)	0	0	0	0	0	3
5.6 Source Protection Zones (within 500m of the study site)	0	0	0	0	Not searched	Not searched
	On-site	0-50m	51-250	251-500	501-1000	1000-1500
5.7 Is there any Environment Agency information on river quality within 1500m of the study site?	No	No	No	No	No	No
5.8 Detailed River Network entries within 500m of the site	1	0	4	3	Not searched	Not searched
5.9 Surface water features within 250m of the study site	Yes	No	Yes	Not searched	Not searched	Not searched

Section 6: Flooding

6.1 Are there any Environment Agency Zone 2 floodplains within 250m of the study site?	No
6.2 Are there any Environment Agency Zone 3 floodplains within 250m of the study site?	No
6.3 Are there any Flood Defences within 250m of the study site?	No
6.4 Are there any areas benefiting from Flood Defences within 250m of the study site?	No
6.5 Are there any areas used for Flood Storage within 250m of the study site?	No
6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?	Potential below Surface
6.7 What is the BGS confidence rating for the Groundwater Flooding susceptibility areas?	Low

Section 7: Designated Environmentally Sensitive Sites

	On-site	0-50m	51-250	251-500	501-1000	1000-2000
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	0	0
7.3 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
7.4 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
7.5 Records of Ramsar sites	0	0	0	0	0	0
7.6 Records of Ancient Woodlands	0	0	0	0	0	0
7.7 Records of Local Nature Reserves (LNR)	0	0	0	0	0	0
7.8 Records of World Heritage Sites	0	0	0	0	0	0
7.9 Records of Environmentally Sensitive Areas	0	0	0	0	0	2
7.10 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
7.11 Records of National Parks	0	0	0	0	0	0
7.12 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
7.13 Records of Nitrate Vulnerable Zones	1	0	0	0	1	0

Section 8: Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?

Low

Section 9: Mining

9.1 Are there any coal mining areas within 75m of the study site?

No

9.2 What is the risk of subsidence relating to shallow mining within 150m of the study site?

Negligible

9.3 Are there any brine affected areas within 75m of the study site?

No

Using this report

The following report is designed by Environmental Consultants for Environmental Professionals bringing together the most up-to-date market leading environmental data. This report is provided under and subject to the Terms & Conditions agreed between GroundSure and the Client. The document contains the following sections:

1. Environmental Permits, Incidents and Registers

Provides information on Regulated Industrial Activities and Pollution Incidents as recorded by Regulatory Authorities, and sites determined as Contaminated Land. This search is conducted using radii up to 500m.

2. Landfills and Other Waste Sites

Provides information on landfills and other waste sites that may pose a risk to the study site. This search is conducted using radii up to 1500m.

3. Current Land Uses

Provides information on current land uses that may pose a risk to the study site in terms of potential contamination from activities or processes. These searches are conducted using radii of up to 500m. This includes information on potentially contaminative industrial sites, petrol stations and fuel sites as well as high pressure underground oil and gas pipelines.

4. Geology

Provides information on artificial and superficial deposits and bedrock beneath the study site.

5. Hydrogeology and Hydrology

Provides information on productive strata within the bedrock and superficial geological layers, abstraction licenses, Source Protection Zones (SPZs) and river quality. These searches are conducted using radii of up to 2000m.

6. Flooding

Provides information on surface water flooding, flood defences, flood storage areas and groundwater flood areas. This search is conducted using radii of up to 250m.

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites and Scheduled Ancient Woodland. These searches are conducted using radii of up to 2000m.

8. Natural Hazards

Provides information on a range of natural hazards that may pose a risk to the study site. These factors include natural ground subsidence.

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

This section of the report provides contact points for statutory bodies and data providers that may be able to provide further information on issues raised within this report. Alternatively, GroundSure provide a free Technical Helpline (08444 159000) for further information and guidance.

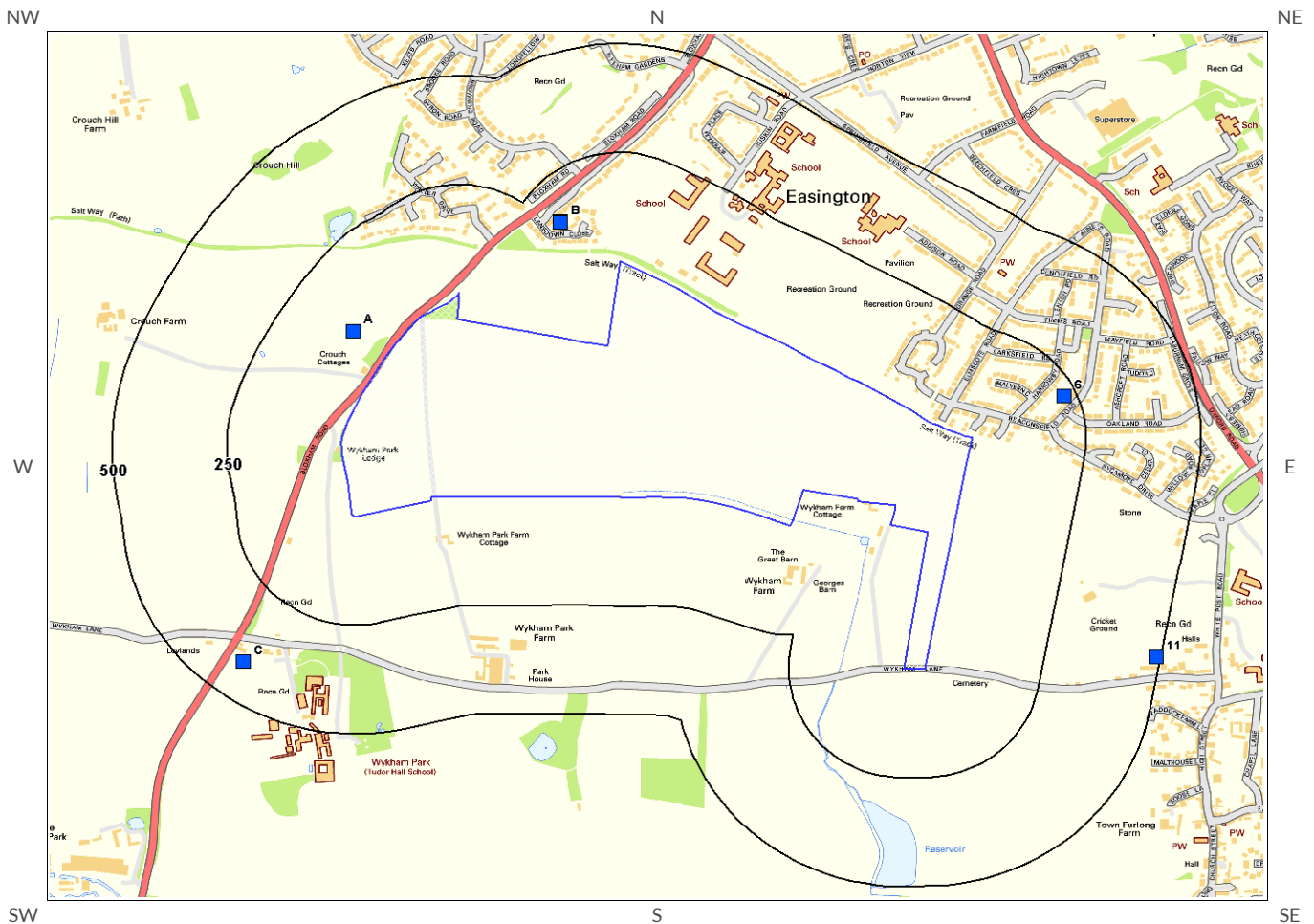
Note: Maps

Only certain features are placed on the maps within the report. All features represented on maps found within this search are given an identification number. This number identifies the feature on the mapping and correlates it to the additional information provided below. This identification number precedes all other information and takes the following format -Id: 1, Id: 2, etc. Where numerous features on the same map are in such close proximity that the numbers would obscure each other a letter identifier is used instead to represent the features. (e.g. Three features which overlap may be given the identifier "A" on the map and would be identified separately as features 1A, 3A, 10A on the data tables provided).

Where a feature is reported in the data tables to a distance greater than the map area, it is noted in the data table as "Not Shown".

All distances given in this report are in Metres (m). Directions are given as compass headings such as N: North, E: East, NE: North East from the nearest point of the study site boundary.

1. Environmental Permits, Incidents and Registers Map



Environmental Permits, Incidents and Registers Legend



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- | | | |
|--------------------|-------------------------------|--|
| Site Outline | Recorded Pollution Incident | RAS 3 & 4 Authorisations |
| Search Buffers (m) | Dangerous Substances (List 1) | Part A(1) Authorised Processes and Historic IPC Authorisations |
| 250 | Dangerous Substances (List 2) | Part A(2) and Part B Authorised Processes |
| 500 | Water Industry Referrals | COMAH / NIHHS Sites |
| | Licenced Discharge Consents | Sites Determined as Contaminated Land |
| | Red List Discharge Consents | Hazardous Substance Consents and Enforcements |



1. Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

Searches of information provided by the Environment Agency and Local Authorities reveal the following information:

1.1.1 Records of historic IPC Authorisations within 500m of the study site:

0

Database searched and no data found.

1.1.2 Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:

0

Database searched and no data found.

1.1.3 Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site:

0

Database searched and no data found.

1.1.4 Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site:

0

Database searched and no data found.

1.1.5 Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:

0

Database searched and no data found.

1.1.6 Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:

0

Database searched and no data found.

1.1.7 Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site:

0

Database searched and no data found.

1.1.8 Records of Category 3 or 4 Radioactive Substances Authorisations:

0

Database searched and no data found.

1.1.9 Records of Licensed Discharge Consents within 500m of the study site:

11

The following Licensed Discharge Consents records are represented as points on the Environmental Permits, Incidents and Registers Map:

ID	Distance	Direction	NGR	Details	
1A	91.0	NW	444150 238850	Address: Farm Cottages, Crouch Farm, Bloxham, Farm Cottages, Crouch Farm, Blox, Ham Road, Near Banbury, Oxfordsh, Ire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CTWC.2892 Permit Version: 1	Receiving Water: Marlstone Rock Bed Status: Transferred From Copa 1974 Issue date: - Effective Date: - Revocation Date: 18/8/2006
2A	91.0	NW	444150 238850	Address: Farm Cottages, Crouch Farm, Bloxham, Farm Cottages, Crouch Farm, Blox, Ham Road, Near Banbury, Oxfordsh, Ire Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CTWC.2892 Permit Version: 2	Receiving Water: Marlstone Rock Bed Status: Transferred From Copa 1974 Issue date: 18/8/2006 Effective Date: 19/8/2006 Revocation Date: 31/3/2019
3B	158.0	NW	444600 239101	Address: Bloxham Road, Bloxham Road Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: TEMP.0484 Permit Version: 1	Receiving Water: Sor Brook Status: Revoked - Unspecified Issue date: 2/11/1989 Effective Date: 2/11/1989 Revocation Date: -
4B	159.0	NW	444600 239102	Address: Broughton Road, Broughton Road Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: TEMP.0558 Permit Version: 1	Receiving Water: Sor Brook Status: Temporary Consents (water Act 1989, Section 113) Issue date: 2/11/1989 Effective Date: 2/11/1989 Revocation Date: 2/9/2010
5B	159.0	NW	444600 239102	Address: Broughton Road, Broughton Road Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: TEMP.0558 Permit Version: 2	Receiving Water: Sor Brook Status: Varied Under Epr 2010 Issue date: 3/9/2010 Effective Date: 3/9/2010 Revocation Date: -

ID	Distance	Direction	NGR	Details	
6	222.0	NE	445700 238700	Address: Beaconsfield Road, Beaconsfield Road Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: TEMP.0415 Permit Version: 1	Receiving Water: River Cherwell Status: Revoked - Unspecified Issue date: 2/11/1989 Effective Date: 2/11/1989 Revocation Date: -
7C	413.0	SW	443910 238090	Address: 3 Properties Tudor Hall School, Wykham Lane, Banbury, Oxon, OX16 9UR Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CAWM.0650 Permit Version: 1	Receiving Water: Into Land Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 15/7/2003 Effective Date: 17/3/2003 Revocation Date: 1/3/2006
8C	413.0	SW	443910 238090	Address: 3 Properties Tudor Hall School, Wykham Lane, Banbury, Oxon, OX16 9UR Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CAWM.0650 Permit Version: 2	Receiving Water: Into Land Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 15/7/2003 Effective Date: 3/3/2006 Revocation Date: 9/3/2006
9C	413.0	SW	443910 238090	Address: 3 Properties Tudor Hall School, Wykham Lane, Banbury, Oxon, OX16 9UR Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CAWM.0650 Permit Version: 3	Receiving Water: Into Land Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 15/7/2003 Effective Date: 8/3/2006 Revocation Date: -
10 C	413.0	SW	443910 238090	Address: 3 Properties Tudor Hall School, Wykham Lane, Banbury, Oxon, OX16 9UR Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CAWM.0650 Permit Version: 4	Receiving Water: Into Land Status: Varied Under Epr 2010 Issue date: - Effective Date: - Revocation Date: -
11	489.0	E	445900 238100	Address: Wykham Lane, Wykham Lane Effluent Type: Sewage Discharges - Pumping Station - Water Company Permit Number: TEMP.2319 Permit Version: 1	Receiving Water: Sor Brook Status: Revoked - Unspecified Issue date: 2/11/1989 Effective Date: 2/11/1989 Revocation Date: -

1.1.10 Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site:

0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site:

0

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

1.3.1 Records of National Incidents Recording System, List 2 within 500m of the study site:

0

Database searched and no data found.

1.3.2 Records of National Incidents Recording System, List 1 within 500m of the study site:

0

Database searched and no data found.

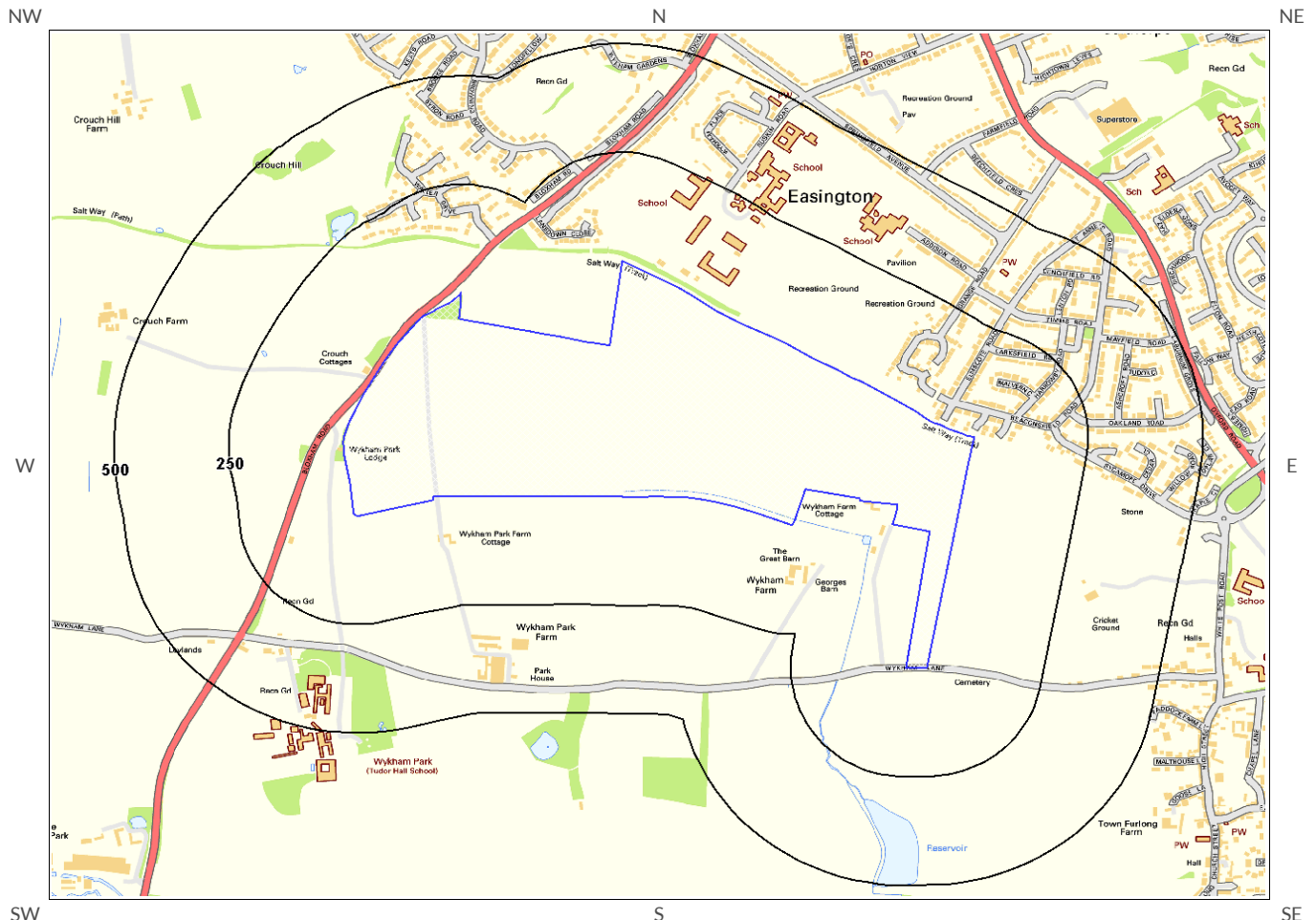
1.4 Sites Determined as Contaminated Land under Part 2A EPA 1990

How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?

0

Database searched and no data found.










2. Landfill and Other Waste Sites Map



Landfill and Other Waste Sites Legend



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- | | | | | | |
|---|--------------------|---|--------------------------|---|----------------------------------|
|  | Site Outline |  | E.A. Active Landfill |  | Historic and Planned Waste Sites |
|  | Search Buffers (m) |  | E.A. Historic Landfill |  | E.A. Licensed Waste Site |
|  | |  | Local Authority Landfill |  | BGS / DoE Survey Landfill |



2. Landfill and Other Waste Sites

2.1 Landfill Sites

2.1.1 Records from Environment Agency landfill data within 1000m of the study site:

0

Database searched and no data found.

2.1.2 Records of Environment Agency historic landfill sites within 1500m of the study site:

2

The following landfill records are represented as either points or polygons on the Landfill and Other Waste Sites map:

ID	Distance (m)	Direction	NGR	Details
Not shown	911.0	N	444000 239800	Site Address: Broughton Road, Banbury, Oxfordshire Waste Licence: - Site Reference: TP0179, 13.6.4439 Waste Type: Inert, Industrial Environmental Permitting Regulations (Waste) Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
Not shown	1490.0	NE	446200 239900	Site Address: Tramway Road, Banbury, Oxfordshire Waste Licence: - Site Reference: TP0012, 13.6.4639 Waste Type: Inert, Industrial, Household, Liquid sludge, Environmental Permitting Regulations (Waste) Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: Banbury Rural District Council

2.1.3 Records of BGS/DoE non-operational landfill sites within 1500m of the study site:

0

Database searched and no data found.

2.1.4 Records of Local Authority landfill sites within 1500m of the study site:

0

Database searched and no data found.

2.2 Other Waste Sites

2.2.1 Records of waste treatment, transfer or disposal sites within 500m of the study site:

0

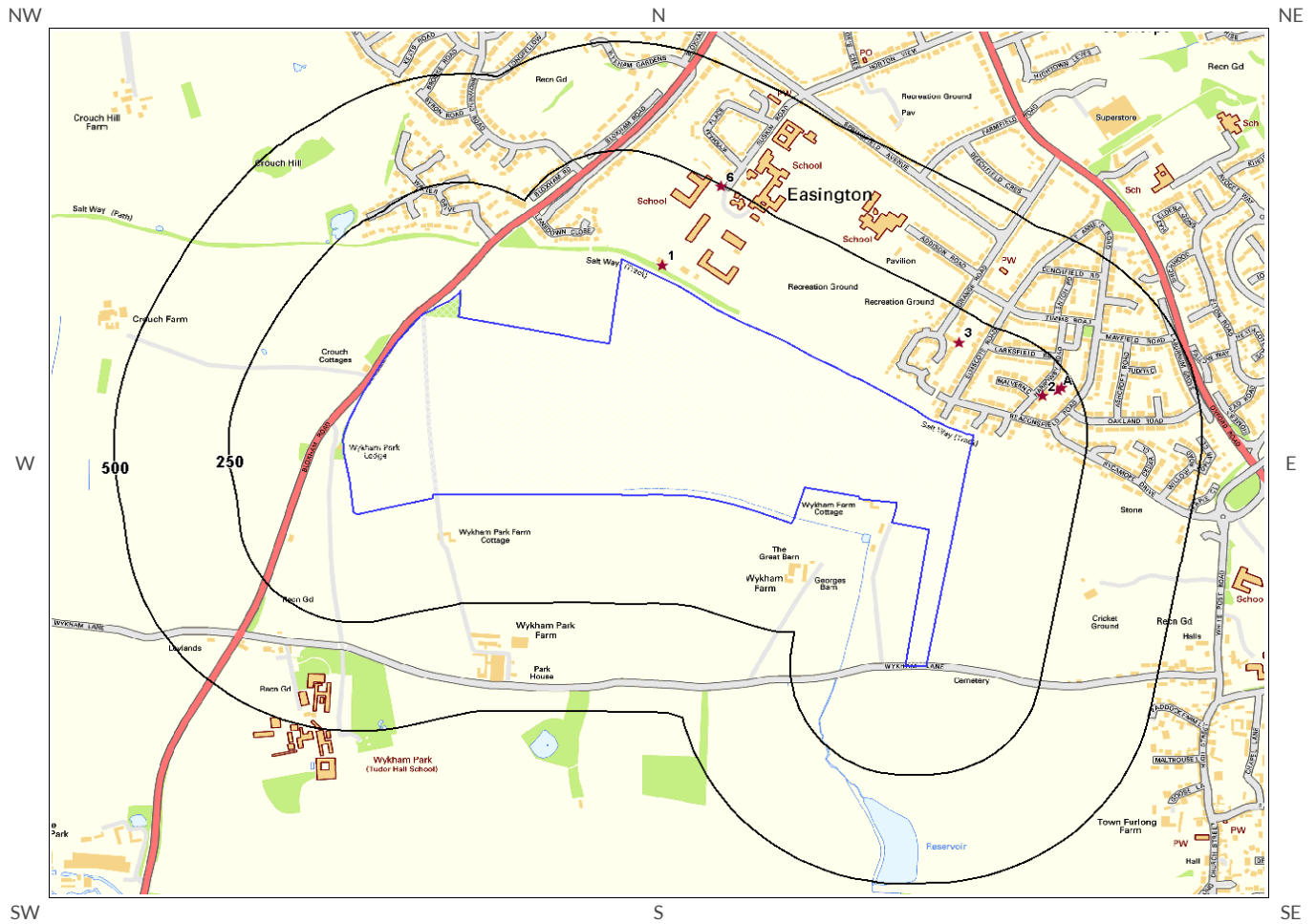
Database searched and no data found.

2.2.2 Records of Environment Agency licensed waste sites within 1500m of the study site:

0

Database searched and no data found.

3. Current Land Use Map



Current Land Use Legend



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 Site Outline

 Current Industrial Sites

 250 Search Buffers (m)

 Petrol & Fuel Sites

 Underground High Pressure Oil & Fuel Pipelines



3. Current Land Uses

3.1 Current Industrial Data

Records of potentially contaminative industrial sites within 250m of the study site:

6

The following records are represented as points on the Current Land Uses map.

ID	Distance (m)	Direction	Company	NGR	Address	Activity	Category
1	26.0	NE	Tank	444819 238997	OX16	Tanks (Generic)	Industrial Features
2	176.0	NE	John Winters	445649 238695	29, Harrowby Road, Banbury, OX16 9EN	Construction Completion Services	Construction Services
3	182.0	NE	Alagra Products	445467 238818	85, Grange Road, Banbury, OX16 9AT	Special Purpose Machinery and Equipment	Industrial Products
4A	213.0	NE	Electricity Sub Station	445684 238710	OX16	Electrical Features	Infrastructure and Facilities
5A	222.0	NE	Pumping Station	445692 238715	OX16	Water Pumping Stations	Industrial Features
6	247.0	NE	Electricity Sub Station	444949 239179	OX16	Electrical Features	Infrastructure and Facilities

3.2 Petrol and Fuel Sites

Records of petrol or fuel sites within 500m of the study site:

0

Database searched and no data found.

3.3 Underground High Pressure Oil and Gas Pipelines

Records of high pressure underground pipelines within 500m of the study site:

0

Database searched and no data found.



4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

The database has been searched on site, including a 50m buffer.

4.2 Superficial Ground and Drift Geology

Database searched and no data found.

The database has been searched on site, including a 50m buffer.

4.3 Bedrock and Solid Geology

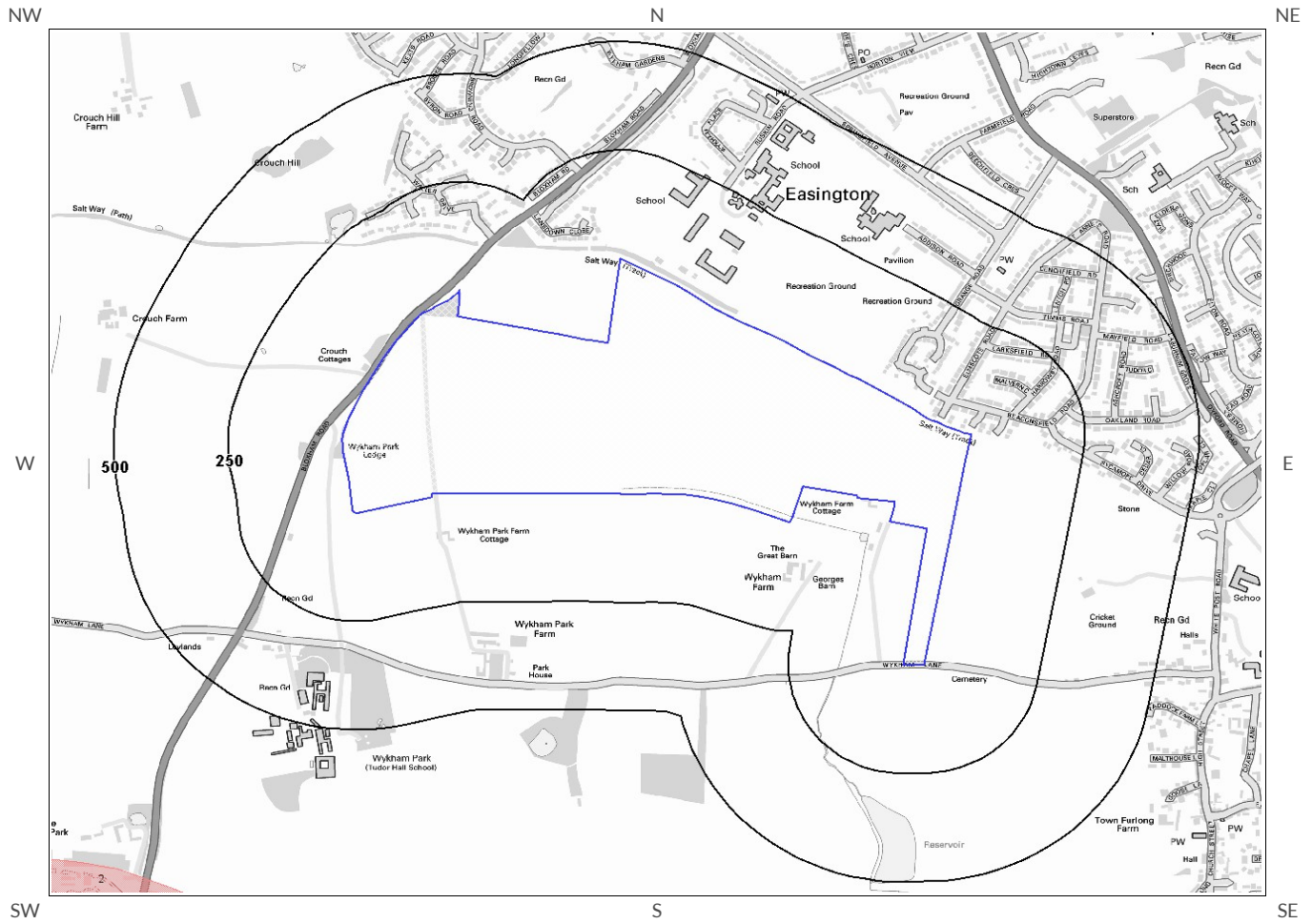
The database has been searched on site, including a 50m buffer.

Lex Code	Description	Rock Type
DYS-SIMD	DYRHAM FORMATION	SILTSTONE AND MUDSTONE, INTERBEDDED
MRB-FLIR	MARLSTONE ROCK FORMATION	FERRUGINOUS LIMESTONE AND IRONSTONE
WHM-MDST	WHITBY MUDSTONE FORMATION	MUDSTONE
WHM-MDST	WHITBY MUDSTONE FORMATION	MUDSTONE

(Derived from the BGS 1:50,000 Digital Geological Map of Great Britain)

5. Hydrogeology and Hydrology









5a. Aquifer Within Superficial Geology



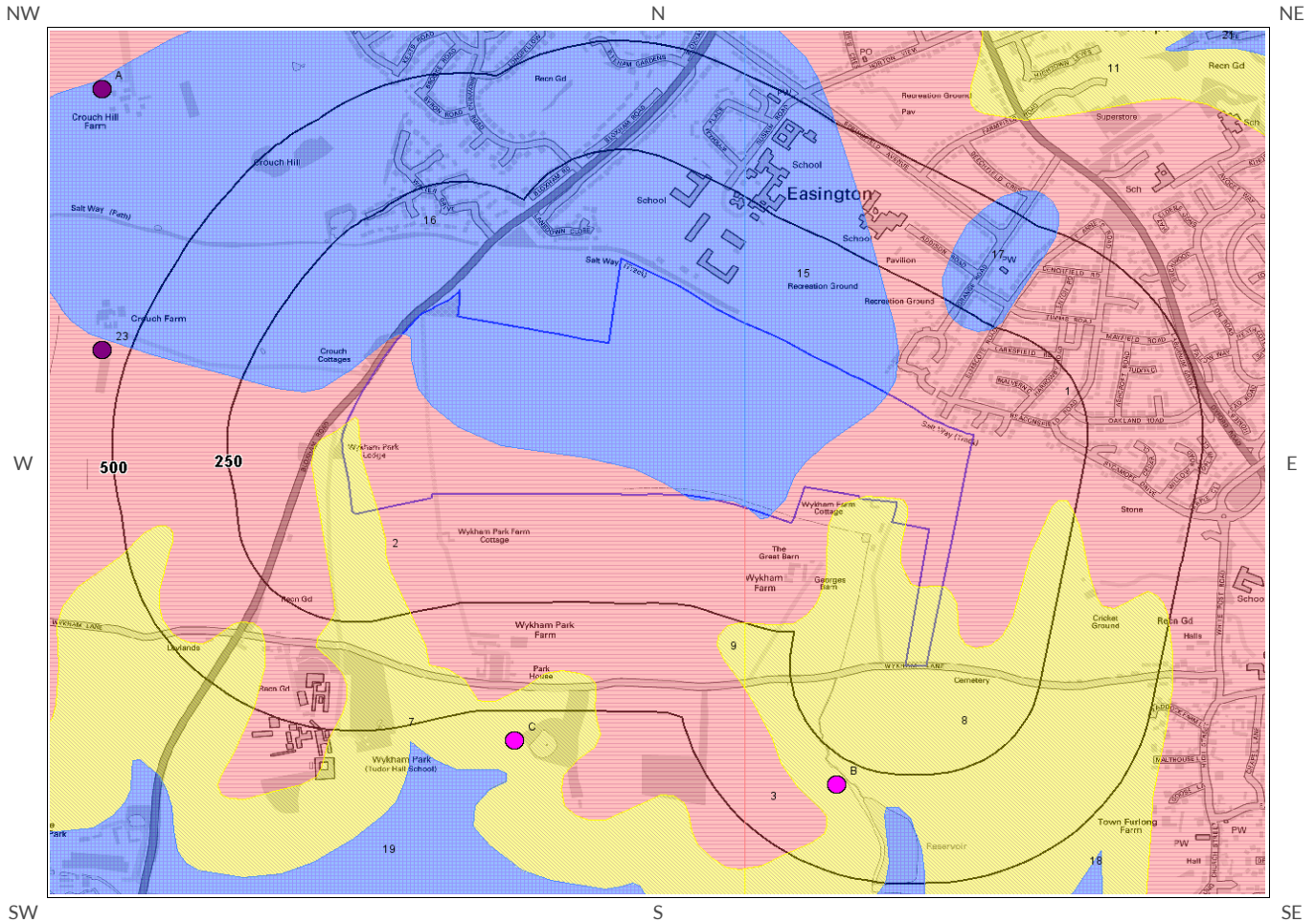
Map Legend



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-  Site Outline
-  Principal Aquifer
-  Secondary Aquifer - Undifferentiated Layers
-  Secondary (A) Aquifer - Permeable Layers
-  Unproductive
-  Secondary (B) Aquifer - Lower Permeability Layers
-  Unknown (lakes and landslip)
-  Search Buffers (m)

5b. Aquifer Within Bedrock Geology and Abstraction Licenses



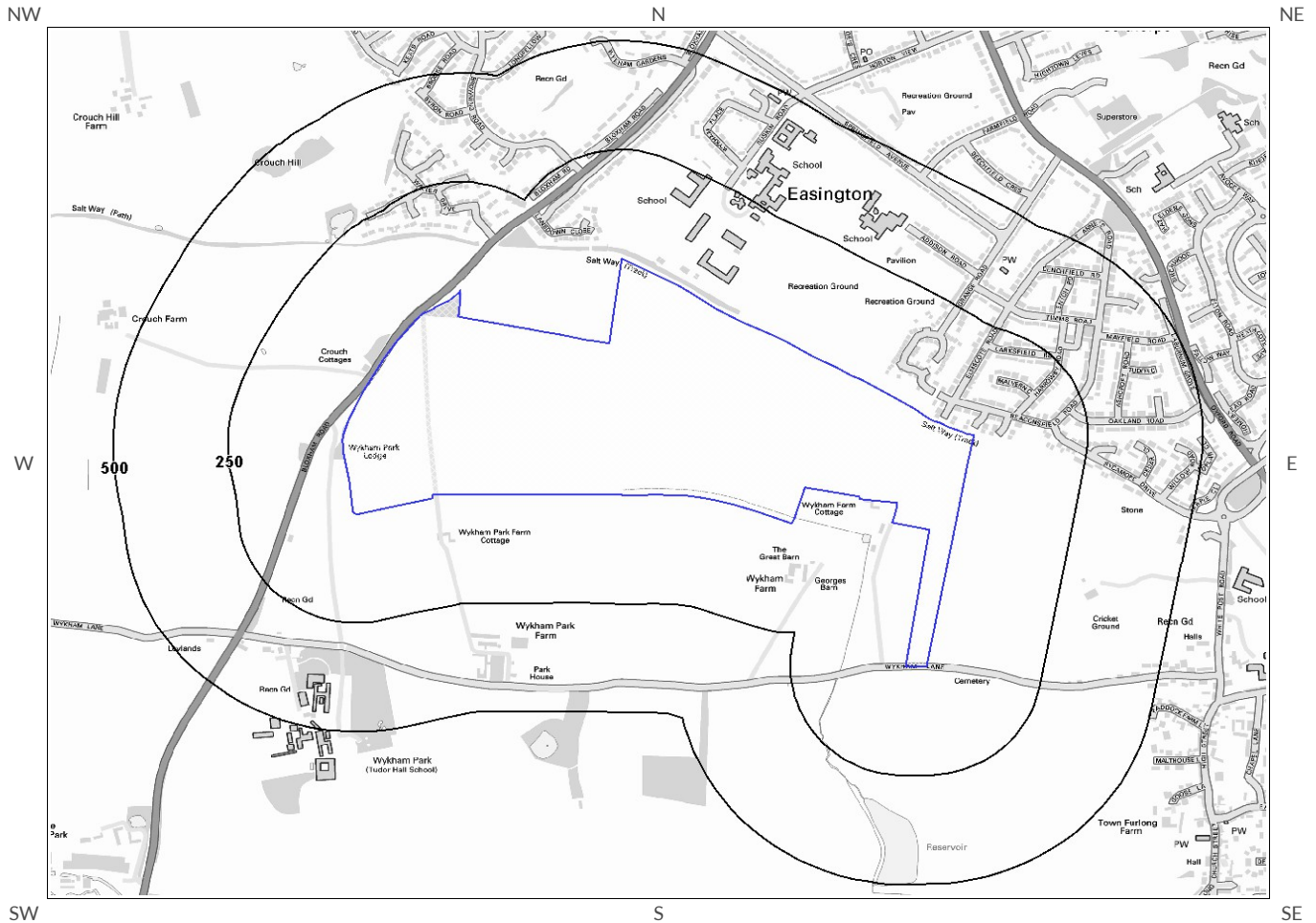
Map Legend

Mapping sourced from Ordnance Survey

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- Site Outline
- Principal Aquifer
- Secondary (A) Aquifer - Permeable Layers
- Secondary (B) Aquifer - Lower Permeability Layers
- Secondary Aquifer - Undifferentiated Layers
- Unproductive
- Unknown (lakes and landslip)
- Search Buffers (m)
- Groundwater Abstraction Licence
- Surface Water Abstraction Licence

5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses

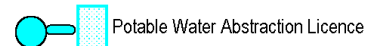


Map Legend



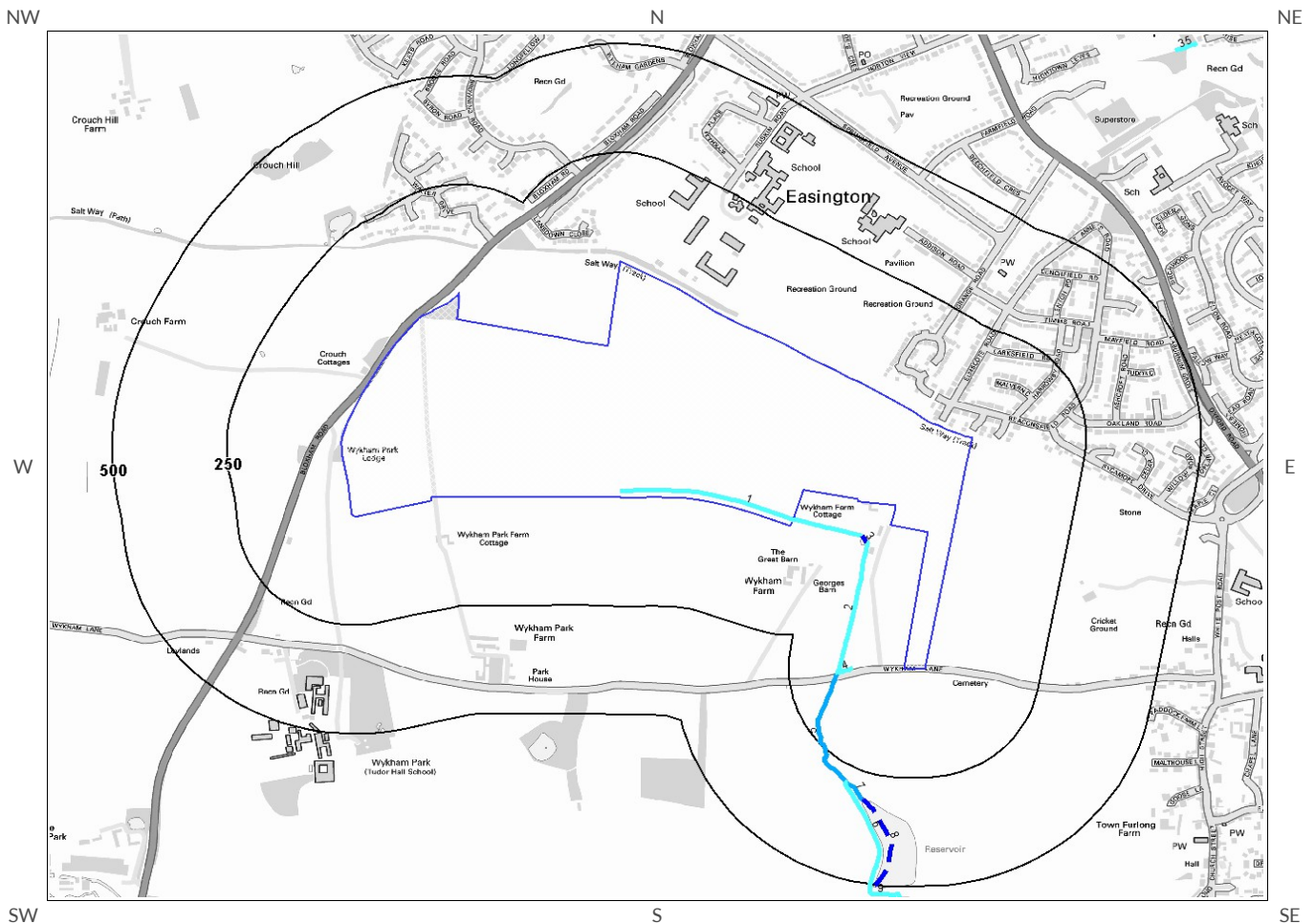
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- Site Outline
- Source Protection Zone 1 - Inner Catchment
- Source Protection Zone 2 - Outer Catchment
- Source Protection Zone 3 - Total Catchment
- Source Protection Zone 4 - Zone of Special Interest
- Search Buffers (m)
- Search Buffers (m)



Potable Water Abstraction Licence

5d. Hydrology – Detailed River Network and River Quality



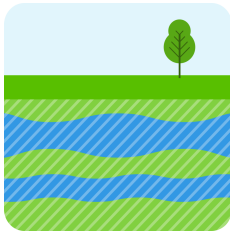
Map Legend



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- Site Outline
- Search Buffers (m)

- | | |
|---------------------------------------|-------------------------------------|
| Primary River | Canal |
| Secondary River | Canal Tunnel |
| Tertiary River | Culvert |
| Lake/Reservoir | Multiple Channel Culvert |
| Underground River (inferred) | Underground River (Potential Sewer) |
| General Quality Assessment: Biology | Underground River (local knowledge) |
| General Quality Assessment: Chemistry | |



5. Hydrogeology and Hydrology

5.1 Aquifer within Superficial Deposits

Are there records of strata classification within the superficial geology at or in proximity to the property? No

Database searched and no data found.

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

5.2 Aquifer within Bedrock Deposits

Are there records of strata classification within the bedrock geology at or in proximity to the property? Yes

From 1 April 2010, the Environment Agency's Groundwater Protection Policy has been using aquifer designations consistent with the Water Framework Directive. For further details on the designation and interpretation of this information, please refer to the GroundSure Enviroinsight User Guide.

The following aquifer records are shown on the Aquifer within Bedrock Geology Map (5b):

ID	Distance (m)	Direction	Designation	Description
1	0.0	On Site	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
2	0.0	On Site	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers
7	0.0	On Site	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
8	0.0	On Site	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
15	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
16	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
17	216.0	NE	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow
9	251.0	S	Secondary (undifferentiated)	Assigned where it is not possible to attribute either category A or B to a rock type. In general these layers have previously been designated as both minor and non-aquifer in different locations due to the variable characteristics of the rock type
18	324.0	S	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow

ID	Distance (m)	Direction	Designation	Description
3	333.0	SW	Secondary A	Permeable layers capable of supporting water supplies at a local rather than strategic scale, and in some cases forming an important source of base flow to rivers. These are generally aquifers formerly classified as minor aquifers

5.3 Groundwater Abstraction Licences

Are there any Groundwater Abstraction Licences within 2000m of the study site?

Yes

The following Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance (m)	Direction	NGR	Details
23	560.0	W	443600 238800	Licence No: 28/39/14/0021 Details: General Farming & Domestic Direct Source: Thames Groundwater Point: Crouch Farm, Banbury (a) Data Type: Point Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: WR.A/1098 Original Start Date: 9/5/1966 Expiry Date: - Issue No: 100 Version Start Date: 3/7/1993 Version End Date:
24A	864.0	NW	443600 239400	Licence No: 28/39/14/0299 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Crouch Hill Farm, Broughton Road, Banbury, Oxon Data Type: Point Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: - Original Start Date: 7/7/1986 Expiry Date: - Issue No: 102 Version Start Date: 13/3/2003 Version End Date:
25A	864.0	NW	443600 239400	Licence No: 28/39/14/0299 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Banbury Self Pick, Broughton Road, Banbury, Oxon Data Type: Point Annual Volume (m ³): 13636 Max Daily Volume (m ³): 68.18 Original Application No: - Original Start Date: 7/7/1986 Expiry Date: - Issue No: 102 Version Start Date: 13/3/2003 Version End Date:
Not shown	1310.0	S	445700 236800	Licence No: 28/39/14/0008 Details: General Farming & Domestic Direct Source: Thames Groundwater Point: Bloxham Grove, Bodicote (a) Data Type: Point Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: WR.A/959 Original Start Date: 14/2/1966 Expiry Date: - Issue No: 100 Version Start Date: 9/5/1979 Version End Date:
Not shown	1516.0	E	446800 237500	Licence No: 28/39/14/0314 Details: Vegetable Washing Direct Source: Thames Groundwater Point: Cotefield Farm, Bodicote, Banbury, Oxon Data Type: Point Annual Volume (m ³): 20000 Max Daily Volume (m ³): 109 Original Application No: WRA./5964 Original Start Date: 9/7/1992 Expiry Date: - Issue No: 100 Version Start Date: 9/7/1992 Version End Date:
Not shown	1525.0	S	444200 236900	Licence No: 28/39/14/0099 Details: General Farming & Domestic Direct Source: Thames Groundwater Point: Old Barn Farm, Bodicote (a) Data Type: Point Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: WR.A/3024 Original Start Date: 12/12/1966 Expiry Date: - Issue No: 100 Version Start Date: 12/12/1966 Version End Date:

5.4 Surface Water Abstraction Licences

Are there any Surface Water Abstraction Licences within 2000m of the study site?

Yes

The following Surface Water Abstraction Licences records are represented as points, lines and regions on the Aquifer within Bedrock Geology Map (5b):

ID	Distance (m)	Direction	NGR	Details	Details
29B	311.0	SW	445200 237800	Licence No: 28/39/14/0296 Details: Spray Irrigation - Storage Direct Source: Thames Surface Water - Non Tidal Point: Wykham Park Farm, Banbury, Oxon (point A) Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Application No: WRA./4804 Original Start Date: 18/7/1984 Expiry Date: - Issue No: 100 Version Start Date: 18/7/1984 Version End Date:
30B	311.0	SW	445200 237800	Licence No: 28/39/14/0296 Details: Spray Irrigation - Storage Direct Source: Thames Surface Water - Non Tidal Point: Wykham Park Farm, Banbury, Oxon (point A) - Trib.of.sor Broo Data Type: Point	Annual Volume (m ³): 27276 Max Daily Volume (m ³): 828 Application No: WRA./4804 Original Start Date: 18/7/1984 Expiry Date: - Issue No: 100 Version Start Date: 18/7/1984 Version End Date:
31C	570.0	S	444500 237900	Licence No: 28/39/14/0296 Details: Spray Irrigation - Storage Direct Source: Thames Surface Water - Non Tidal Point: Wykham Park Farm, Banbury, Oxon (point B) -trib.of.sor Brook Data Type: Point	Annual Volume (m ³): 27276 Max Daily Volume (m ³): 828 Application No: WRA./4804 Original Start Date: 18/7/1984 Expiry Date: - Issue No: 100 Version Start Date: 18/7/1984 Version End Date:
32C	570.0	S	444500 237900	Licence No: 28/39/14/0296 Details: Spray Irrigation - Storage Direct Source: Thames Surface Water - Non Tidal Point: Wykham Park Farm, Banbury, Oxon (point B) Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Application No: WRA./4804 Original Start Date: 18/7/1984 Expiry Date: - Issue No: 100 Version Start Date: 18/7/1984 Version End Date:
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Stationsor Brook Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: 18/2/1994 Version End Date:
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Station - Sor Brook Data Type: Point	Annual Volume (m ³): 1663836 Max Daily Volume (m ³): 4546 Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: 18/2/1994 Version End Date:

ID	Distance (m)	Direction	NGR	Details	
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Station Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: 18/2/1994 Version End Date:

5.5 Potable Water Abstraction Licences

Are there any Potable Water Abstraction Licences within 2000m of the study site? Yes

The following Potable Water Abstraction Licences records are represented as points, lines and regions on the SPZ and Potable Water Abstraction Licences Map (5c):

ID	Distance (m)	Direction	NGR	Details	
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Station Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Stationsor Brook Data Type: Point	Annual Volume (m ³): - Max Daily Volume (m ³): - Original Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:
Not shown	1146.0	SE	446000 237100	Licence No: 28/39/14/0234 Details: Potable Water Supply - Direct Direct Source: Thames Surface Water - Non Tidal Point: Bodicote Pumping Station - Sor Brook Data Type: Point	Annual Volume (m ³): 1663836 Max Daily Volume (m ³): 4546 Original Application No: RG480 Original Start Date: 9/10/1967 Expiry Date: - Issue No: 100 Version Start Date: Version End Date:

5.6 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site? No

Database searched and no data found.

5.7 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site? No

5.7.1 Biological Quality:

Database searched and no data found.

5.7.2 Chemical Quality:

Database searched and no data found.

5.8 Detailed River Network

Are there any Detailed River Network entries within 500m of the study site? Yes

The following Detailed River Network records are represented on the Hydrology Map (5d):

ID	Distance (m)	Direction	Details	
1	0.0	On Site	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
2	64.0	SW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
3	65.0	SW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Lake/Reservoir Main River Status: Currently Undefined
4	116.0	W	River Name: - Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
5	144.0	W	River Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Main River Status: Currently Undefined
6	287.0	SW	River Name: Drain Welsh River Name: - Alternative Name: -	River Type: Tertiary River Main River Status: Currently Undefined
7	287.0	SW	River Name: - Welsh River Name: - Alternative Name: -	River Type: Secondary River Main River Status: Currently Undefined
8	314.0	S	River Name: - Welsh River Name: - Alternative Name: -	River Type: Lake/Reservoir Main River Status: Currently Undefined

5.9 Surface Water Features

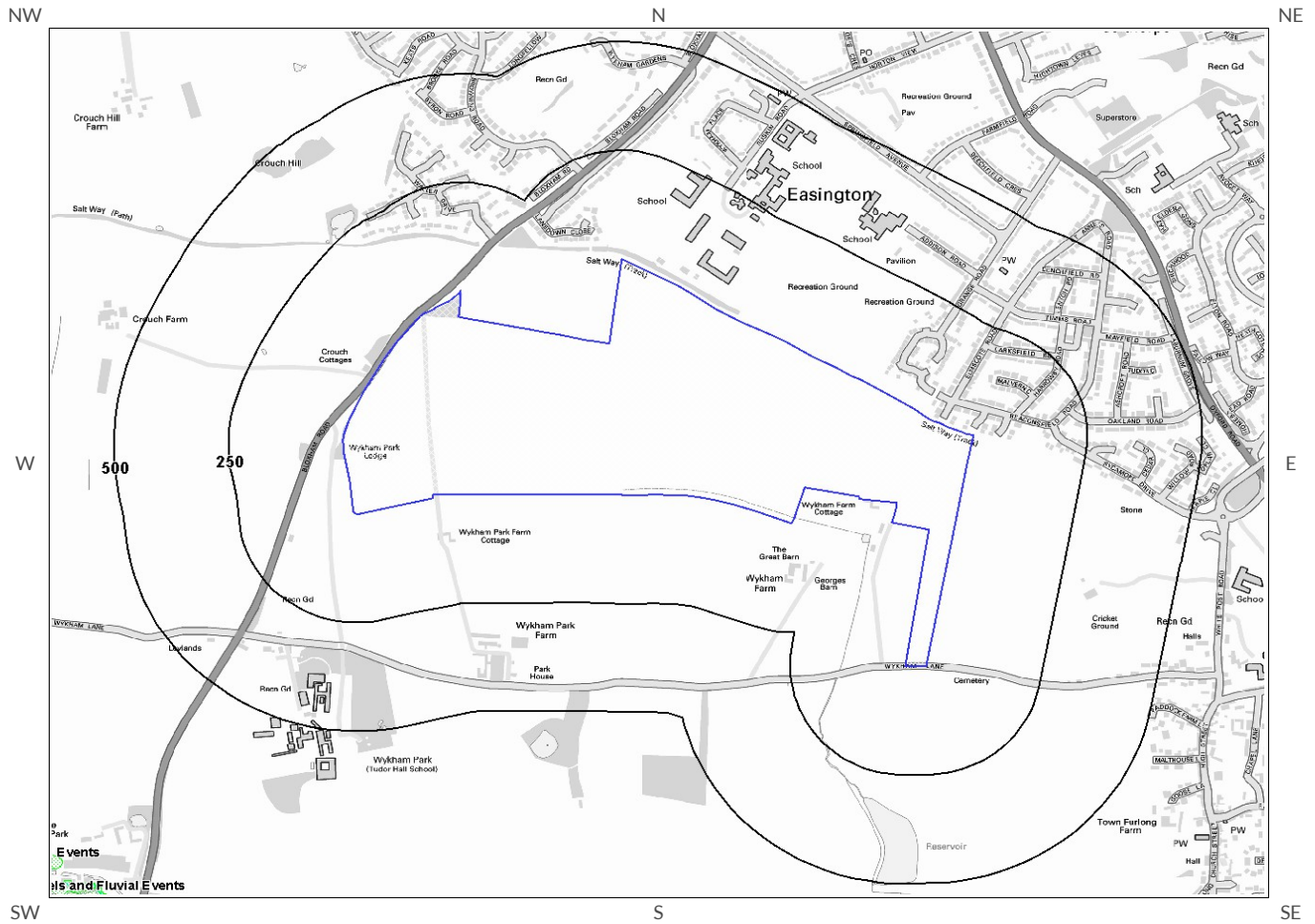
Are there any surface water features within 250m of the study site?

Yes

The following surface water records are not represented on mapping:

Distance (m)	Direction
0.0	On Site
0.0	On Site
65.0	SW
68.0	W
76.0	S
99.0	SW
116.0	W
147.0	W
249.0	NW








6. Environment Agency Flood Map for planning (from rivers and the sea)



Map Legend



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-  Site Outline
-  Search Buffers (m)
-  Zone 2 Floodplain
-  Zone 3 Floodplain
-  Flood Storage Area
-  Area Benefiting from Flood Defences
-  Flood Defences



6. Flooding

6.1 Zone 2 Flooding

Environment Agency Zone 2 floodplains estimate the annual probability of flooding as between 1 in 1000 (0.1%) and 1 in 100 (1%) from rivers and between 1 in 1000 (0.1%) and 1 in 200 (0.5%) from the sea. Any relevant data is represented on Map 1 – Environment Agency Flood Map for Planning:

Is the site within 250m of an Environment Agency Zone 2 floodplain? No

Database searched and no data found.

6.2 Zone 3 Flooding

Zone 3 shows the extent of a river flood with a 1 in 100 (1%) or greater chance of occurring in any year or a sea flood with a 1 in 200 (0.5%) or greater chance of occurring in any year. Any relevant data is represented on Map 1 – Environment Agency Flood Map for Planning.

Is the site within 250m of an Environment Agency Zone 3 floodplain? No

Database searched and no data found.

6.3 Flood Defences

Are there any Flood Defences within 250m of the study site? No

Database searched and no data found.

6.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site? No

6.5 Areas benefiting from Flood Storage

Are there any areas used for Flood Storage within 250m of the study site? No

6.6 Groundwater Flooding Susceptibility Areas

6.6.1 Are there any British Geological Survey groundwater flooding susceptibility areas within 50m of the boundary of the study site?

Yes

Does this relate to Clearwater Flooding or Superficial Deposits Flooding?

Clearwater Flooding

Notes: Groundwater flooding may either be associated with shallow unconsolidated sedimentary aquifers which overlie unproductive aquifers (Superficial Deposits Flooding), or with unconfined aquifers (Clearwater Flooding).

6.6.2 What is the highest susceptibility to groundwater flooding in the search area based on the underlying geological conditions?

Potential below Surface

Where potential for groundwater flooding of property situated below ground level is indicated, this means that given the geological conditions there may be a groundwater flooding hazard to basements and other below surface infrastructure. Unless other relevant information, e.g. records of previous flooding, suggests groundwater flooding has occurred before in this area you need take no further action in relation to groundwater flooding hazard. If there are records of previous incidences of groundwater flooding, then is recommended that other information e.g. rainfall history, property type, and land drainage information in addition to previous records of flooding be investigated in order to establish relative, but not absolute, risk of groundwater flooding.

6.7 Groundwater Flooding Confidence Areas

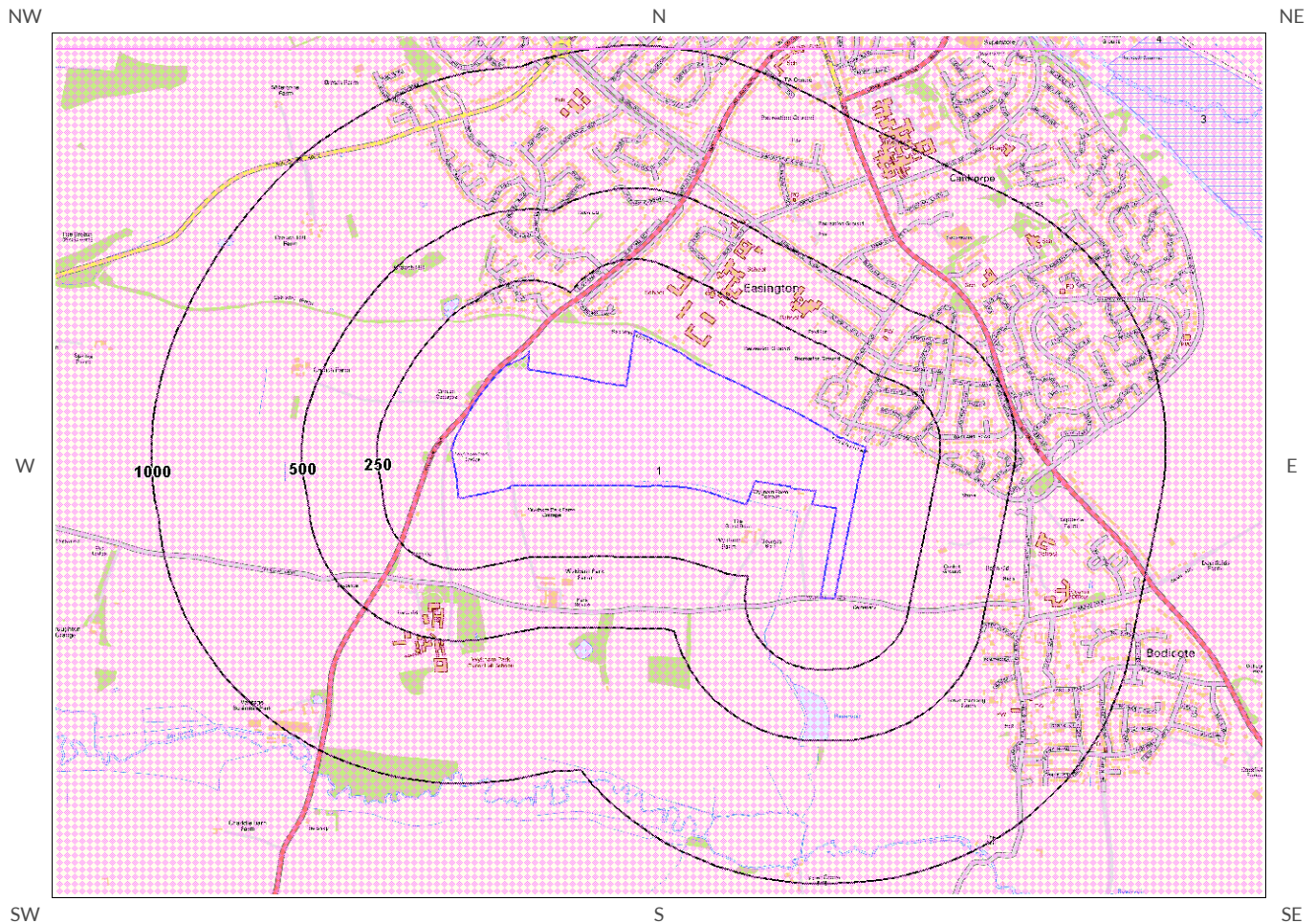
What is the British Geological Survey confidence rating in this result?

Low

Notes: Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

The confidence rating is on a threefold scale - Low, Moderate and High. This provides a relative indication of the BGS confidence in the accuracy of the susceptibility result for groundwater flooding. This is based on the amount and precision of the information used in the assessment. In areas with a relatively lower level of confidence the susceptibility result should be treated with more caution. In other areas with higher levels of confidence the susceptibility result can be used with more confidence.

7. Designated Environmentally Sensitive Sites Map



Map Legend

Mapping sourced from Ordnance Survey

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- | | | | | |
|-------------------------------------|-------------------------|----------------|-------------------|---------------------------------|
| Site Outline | SAC | SSSI | NNR | World Heritage Sites |
| Areas of Outstanding Natural Beauty | SPA | Ramsar | LNR | Environmentally Sensitive Areas |
| Nitrate Vulnerable Zones | Nitrate Sensitive Areas | National Parks | Ancient Woodlands | |



7. Designated Environmentally Sensitive Sites

Presence of Designated Environmentally Sensitive Sites within 2000m of the study site? Yes

7.1 Records of Sites of Special Scientific Interest (SSSI) within 2000m of the study site: 0

Database searched and no data found.

7.2 Records of National Nature Reserves (NNR) within 2000m of the study site: 0

Database searched and no data found.

7.3 Records of Special Areas of Conservation (SAC) within 2000m of the study site: 0

Database searched and no data found.

7.4 Records of Special Protection Areas (SPA) within 2000m of the study site: 0

Database searched and no data found.

7.5 Records of Ramsar sites within 2000m of the study site: 0

Database searched and no data found.

7.6 Records of Ancient Woodland within 2000m of the study site: 0

Database searched and no data found.

7.7 Records of Local Nature Reserves (LNR) within 2000m of the study site:

0

Database searched and no data found.

7.8 Records of World Heritage Sites within 2000m of the study site:

0

Database searched and no data found.

7.9 Records of Environmentally Sensitive Areas within 2000m of the study site:

2

The following Environmentally Sensitive Area records produced by DEFRA are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	ESA Name	Data Source
3	1454.0	NE	Upper Thames Tributaries	Natural England
4	1651.0	NE	Upper Thames Tributaries	Natural England

7.10 Records of Areas of Outstanding Natural Beauty (AONB) within 2000m of the study site:

0

Database searched and no data found.

7.11 Records of National Parks (NP) within 2000m of the study site:

0

Database searched and no data found.

7.12 Records of Nitrate Sensitive Areas within 2000m of the study site:

0

Database searched and no data found.

7.13 Records of Nitrate Vulnerable Zones within 2000m of the study site:

2

The following Nitrate Vulnerable Zone records produced by DEFRA are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	NVZ Name	Data Source
1	0.0	On Site	NVZ Area	DEFRA
2	988.0	N	NVZ Area	DEFRA



8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

BGS GeoSure Data has been searched to 50m. The data is included in tabular format. If you require further information on geology and ground stability, please obtain a **GroundSure GeoInsight**, available from our [website](#). The following information has been found:

8.1.1 Shrink Swell

What is the maximum Shrink-Swell* hazard rating identified on the study site?

Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Ground conditions predominantly medium plasticity. Do not plant trees with high soil moisture demands near to buildings. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a possible increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a possible increase in insurance risk, especially during droughts or where vegetation with high moisture demands is present.

8.1.2 Landslides

What is the maximum Landslide* hazard rating identified on the study site?

Very Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Slope instability problems are unlikely to be present. No special actions required to avoid problems due to landslides. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with landslides.

8.1.3 Soluble Rocks

What is the maximum Soluble Rocks* hazard rating identified on the study site?

Null - Negligible

Soluble rocks are not present in the search area. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

* This indicates an automatically generated 50m buffer and site.

8.1.4 Compressible Ground

What is the maximum Compressible Ground* hazard rating identified on the study site? Negligible

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

No indicators for compressible deposits identified. No special actions required to avoid problems due to compressible deposits. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with compressible deposits.

8.1.5 Collapsible Rocks

What is the maximum Collapsible Rocks* hazard rating identified on the study site? Very Low

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

Deposits with potential to collapse when loaded and saturated are unlikely to be present. No special ground investigation required or increased construction costs or increased financial risk due to potential problems with collapsible deposits.

8.1.6 Running Sand

What is the maximum Running Sand** hazard rating identified on the study site? Negligible

The following natural subsidence information provided by the British Geological Survey is not represented on mapping:

Hazard

No indicators for running sand identified. No special actions required to avoid problems due to running sand. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with running sand.

* This indicates an automatically generated 50m buffer and site.



9. Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site?

No

Database searched and no data found.

9.2 Shallow Mining

What is the subsidence hazard relating to shallow mining on-site*?

Negligible

*Please note this data is searched with a 150m buffer.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site?

No

Guidance: No Guidance Required.

Contact Details

Wardell Armstrong
Telephone: 08444 159 000
info@groundsure.com



British Geological Survey Enquiries

Kingsley Dunham Centre
Keyworth, Nottingham NG12 5GG
Tel: 0115 936 3143.
Fax: 0115 936 3276.
Email: enquiries@bgs.ac.uk
Web: www.bgs.ac.uk

BGS Geological Hazards Reports and general geological enquiries



British
Geological Survey

NATURAL ENVIRONMENT RESEARCH COUNCIL

Environment Agency

National Customer Contact Centre, PO Box 544
Rotherham, S60 1BY
Tel: 08708 506 506

Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk



Public Health England

Public information access office
Public Health England, Wellington House
133-155 Waterloo Road, London, SE1 8UG
<https://www.gov.uk/government/organisations/public-health-england>
Email: enquiries@phe.gov.uk
Main switchboard: 020 7654 8000



Public Health
England

The Coal Authority

200 Lichfield Lane
Mansfield
Notts NG18 4RG
Tel: 0345 7626 848
DX 716176 Mansfield 5
www.coal.gov.uk



The Coal
Authority

Ordnance Survey

Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505



Local Authority

Authority: Cherwell District Council
Phone: 01295 252535
Web: www.cherwell-dc.gov.uk
Address: Bodicote House, Bodicote, Banbury, OX15 4AA

Gemapping PLC

Virginia Villas, High Street, Hartley Witney,
Hampshire RG27 8NW
Tel: 01252 845444



Acknowledgements: Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, English Nature who retain the Copyright and Intellectual Property Rights for the data. PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.1 GroundSure agrees to provide the Services in accordance with the Contract.

2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services.

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

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions

implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

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

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

3 The Client's obligations

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

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

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

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

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

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

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

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

4 Reliance

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

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

(i) the Beneficiary,

(ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),

(iv) the first purchaser or first tenant of the Site, and

(v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

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

5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

(i) full payment of all relevant Fees and

(ii) compliance with this Contract, the Client is granted (and is permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:

(i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

(iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service;

(v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

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

7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

(i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;

(ii) any use made of the Reports, Services, Materials or any part of them; and

(iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death

or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 GroundSure shall not be liable for

- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;

(xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;

(xiii) loss or damage to a computer, software, modem, telephone or other property; and

(xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.

7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and

(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 anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

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

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.

12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

- (i) the Client or Beneficiary's failure to provide facilities, access or information;
- (ii) fire, storm, flood, tempest or epidemic;
- (iii) Acts of God or the public enemy;
- (iv) riot, civil commotion or war;
- (v) strikes, labour disputes or industrial action;
- (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