

SP ASSOCIATES

**PHASE I ASSESSMENT
PLOT 3A
KINGMOOR PARK
WREXHAM**

Client: FI Real Estate Management Ltd

Report Number: S1761

September 2021

**PHASE I ASSESSMENT
PLOT 3A
KINGMOOR PARK
WREXHAM**

Prepared for : FI Real Estate Management Ltd

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REPORT No S1761

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1. INTRODUCTION

SP Associates (SPA) has been instructed by Barnsley Marshall Ltd on behalf of FI Real Estate Management Ltd to carry out a Phase I Desk Study for a site known as Plot 3A, Kingmoor Park, Bryn Lane, Wrexham, LL13 9UT. We understand that it is proposed to develop the plot with an industrial facility.

'Sitecheck Data Report, SCD_284552219_1_1, Landmark Information Group, June 2021;

Historical Ordnance Survey Maps, 1887 – 2021, 1:2500, 1:10560 and 1:10,000 scale;

British Geological Survey Geology of Britain Viewer;

This report summarises the findings of the Phase I Assessment and concludes with a Conceptual Site Model that delineates potential pollutant sources, pathways and targets.

2. THE SITE

2.1 SITE DESCRIPTION

The site is about 19.02Ha in area and is centred on approximate National Grid Reference 339300 350700 (Figure 1). It is roughly rectangular in shape and lies on the eastern outskirts of the Wrexham Industrial Estate.

The majority of the site comprises agricultural land traversed by a number of hedgerows. Three ponds lie within the site confines, one in the site's north-eastern quadrant, the other two towards the site's southern boundary. A hard surfaced parking area, which we understand was used predominantly by HGVs, is located in the south-western site quadrant. A small area of degraded concrete hardstanding is present within the south-eastern site quadrant.

The site is bounded by a small stream to the north and by a hedgerow to the east. An industrial facility operated by a logistics company lies to the south with Bryn Lane and a breakfast cereal manufacturing unit beyond that.

The site is accessed from Bryn Lane to the west.

2.2 HISTORY OF SURFACE DEVELOPMENT

Copies of relevant historical Ordnance Survey maps for the site and its immediate surrounds are included within Appendix A. A summary of the site's history based upon the Ordnance Survey map record is provided below:

Date	On-Site Features	Nearby Off-Site Features
1873	The site comprises agricultural land traversed by a number of hedgerows. A stream bounds the site to the north and a number of small ponds are present within the site confines. The original Bryn Lane traverses the site in a roughly north-west/south-east direction. A footpath crosses the site from south-west to north-east.	The surrounding area is predominantly given over to agriculture. Upper Bryn farm lies to the south.
1900	One of the ponds is no longer shown to be present.	The surrounding area remained as shown on the previous map edition.
1938 - 1954	The site remained as shown on the previous map edition.	A number of industrial buildings had been constructed on land to the north-west of the site close to Ridley Wood Road. It is possible that these structures comprised part of ROF Wrexham which manufactured cordite during the Second World War.
1961 - 1964	The site remained as shown on the previous map edition.	A number of railway lines and associated infrastructure are present to the west within the ROF Wrexham complex.
1972 - 1974	The site remained predominantly as agricultural land. A rectangular concrete parking area had been constructed at its south-western extremity and a few small buildings associated with adjacent industrial development was present in its south-eastern	The new Bryn Lane trending north-south had been constructed to the west. A factory and associated tanks had been constructed on land immediately to the south some small elements of which were located in the site's southern

	corner.	corner. A thin linear feature, probably and embankment had been constructed along the site's eastern boundary.
1979 - 1983	The site remained as shown on the previous map edition.	A large factory had been constructed to the north-west of the site off Bryn Lane.
1992	The site is shown to comprise part of the Wrexham Industrial Estate. A number of small circular features, possibly tanks were present in the site's south-eastern quadrant associated with the factory to the south.	A number of industrial units had been constructed to the south.
2006	The small structures and possible tanks in the south-eastern site quadrant are no longer present.	The factory to the south has lost some of its smaller ancillary structures

2.3 GEOLOGY

The site is shown on British Geological Survey records as being underlain by solid deposits of the Salop Formation of Permian and Carboniferous age. This formation comprises inter-bedded mudstone, sandstone and conglomerate.

The Salop Formation is overlain by Devensian Glacial Till.

3 ENVIRONMENTAL SETTING

3.1 HYDROGEOLOGY AND HYDROLOGY

The Salop Formation is classified by the Environment Agency (EA) as a secondary A aquifer (former minor aquifer). These are permeable formations that may be of importance for local water supplies and for river baseflow.

The overlying Till has a Secondary Undifferentiated aquifer status.

The site does not lie within a Source Protection Zone and there are no groundwater abstractions within 250m of the site.

The nearest surface water features are small streams that bound the site to the north and east.

3.2 FLOOD RISK

We understand that the site does not lie within a flood risk zone. However, it is not the intention of this report to provide advice on flood risk and it is recommended that specialist advice is sought in that area.

3.3 POLLUTION RISK

The principal potential pollution risks for a 250m radius around the site are summarised as follows:

3.3.1 WASTE AND LANDFILL SITES

- There are two records of Licensed Waste Management Facilities within 250m of the site. Both records relate to the Bryn Lane Civic Amenity site that lies on the western side of Bryn Lane some 200m to the south-west of the site.
- There are no registered Landfill Sites within 250m of the subject property.
- There are no Registered Waste Treatment or Disposal site licences within 250m of the subject property.

3.3.2 STATUTORY AUTHORISATIONS

- There are no records of Local Authority Pollution Prevention and Controls licences for operations carried out within 250m of the site.

3.3.3 DISCHARGE CONSENTS

- There are eight records of Discharge Consents registered within 250m of the site. Three of the records are held by Kellogg Co. who operate the facility adjacent to the site to the west of Bryn Lane. Four consents are held by local residential properties with the remaining consent being held by Wrexham County Borough Civic Amenity Site for sewage discharge.

3.3.4 INDUSTRIAL PROCESSES

- There are records of eleven registered Integrated Pollution Controls and Integrated Pollution Prevention and Controls within 250m of the site. Six of the control licences are held by Owens Corning who manufacture fibreglass with the remainder being held by the Kellogg Co.

3.3.5 STORAGE OF HAZARDOUS SUBSTANCES

- There are no records of registration of the Notification of Installations Handling Hazardous Substances located within 250m of the site.
- There are no recorded COMAH sites within 250m of the study site.
- There are no Planning Hazardous Substance Consents within 250m of the site.

3.3.6 CONTRAVENTIONS

- There are no records of Local Authority Pollution Prevention and Control Enforcements within 250m of the site.
- There is one record of an Enforcement and Prohibition Notice within 250m of the site. No details of the incident are available.

3.3.7 POTENTIALLY CONTAMINATIVE USES

- There is one currently registered potentially contaminative use for the site itself. This relates to the factory present to the south of the site that until the early 2000s occupied some of the southern site quadrant.
- There are seven entries for Potentially Contaminating Industrial Land Uses within 250m of the site. They include railways and military land associated with ROF Wrexham and factories located within the Wrexham Industrial Estate.
- There are no Contemporary Trade Directory Entries for the site itself.
- There are seven Contemporary Trade Directory Entries within 250m of the site only one of which is active. The active entry relates to the Kelloggs factory located to the west of Bryn Lane.
- There are 15No. entries for Historical Tanks and Energy Facilities located within 250m of the site. The entries relate to electricity sub-stations and tanks associated with the Wrexham Industrial Estate.

3.3.8 POTENTIALLY INFILLED LAND

- There are records of 9No. infilled ponds or streams located within 250m of the site.
- There are no records to suggest that the site itself has been subject to historical infilling activities.

3.3.9 CONTAMINATED LAND REGISTER ENTIRES AND NOTICES

- There are no Contaminated Land Register or Notices within 250m of the site.

3.4 GROUND STABILITY

The Sitecheck environmental report has summarised the potential for ground instability at the site as follows:

Potential Ground Instability Factor	Hazard Potential
Collapsible Ground	Very Low
Compressible Ground	No Hazard
Ground Dissolution	No Hazard
Landslide Risk	Very Low
Running Sand	Very Low
Shrinking or Swelling Clay	Very Low

3.5 RADON GAS

The Sitecheck Database reports that the property lies in an area where less than 1% of homes are above the action level for Radon Gas. The report further states that no radon protection measures should be required at the site.

4 HAZARD ASSESSMENT

The geo-environmental database for the site has identified the following potential environmental and geotechnical hazards with regard to the proposed development of the site.

4.1 ENVIRONMENTAL HAZARDS

4.1.1 OFF-SITE HAZARDS

4.1.1.1 GROUND GAS

The Sitecheck Environmental Database and the Ordnance Survey Map record indicate that there are some areas of filled ground within 250m of the site. However, they are remote from the site and comprise infilled small ponds. Consequently, although there may be residual amounts of ground gases, principally carbon dioxide being generated within these infilled features the volumes of such are likely to be low.

There are no records of significant Waste Disposal Facilities or Landfill Sites located within 250m of the site and consequently the risks associated with ground gas migration onto the site from adjacent land are assessed as being low.

4.1.1.2 CONTAMINATED GROUNDWATER

Land to the west of the site was occupied by the former ROF Wrexham facility which manufactured cordite for the war effort. The site comprised manufacturing units and storage bunkers, and materials and finished product were transported around the site predominantly by railway. Potential sources of contamination to controlled waters from this facility include hydrocarbons and other organics emanating from diesel fuel storage tanks etc., however, the volumes of such hydrocarbons impacting the groundwater system is likely to be low. In addition, the plant manufactured cordite without the use of solvents and any hydrocarbon impact to groundwater is therefore likely to be restricted to heavier and therefore less mobile fractions.

A low risk is considered to be appropriate at this stage for the migration of controlled waters onto the study site. The risk has been assigned on the basis that it is not anticipated that widespread remnant contamination is present. Also the low permeability nature of the Drift deposits and the weathered Salop Formation will serve to significantly reduce the rate and volume of groundwater migration.

4.1.2 ON-SITE HAZARDS

4.1.2.1 SOIL CONTAMINATION AND HUMAN HEALTH

The historical map record shows that the site has remained predominantly in agricultural use since the publication of the Ordnance Survey first edition in 1873. In the early 1970s a small part of the south-eastern site quadrant was occupied by an area of concrete hardstanding, small structures and possibly tanks associated with the factory that was constructed at that time on land immediately to the south of the site. It is possible that spillages of hydrocarbons may have occurred historically in this area; however, such events are likely to be localised in nature and to be small in volume.

Also in the early 1970s, a concrete HGV parking and turning area was constructed in the south-western part of the site. It is also possible that fuel spillages may have occurred in this area during its operational life; however, again, these are likely to be localised in occurrence and small in volume.

In conclusion, a low risk category has been arrived at on the basis that some impact to near surface soils could have occurred but that widespread contamination is not anticipated to be present on site.

4.1.2.2 GROUND GAS

Available land use data have suggested that there is unlikely to be significant amounts of Made Ground on the site, and the potential for the near surface deposits to generate landfill gas is considered to be low. However, it is recognised that appropriate action to monitor for these gases will need to be implemented at the site investigation stage.

4.2 GEOTECHNICAL HAZARDS

4.2.1 MADE GROUND

Made Ground generally possesses poor and variable bearing capacity and settlement characteristics and can represent a hazard to structures if the correct foundation solution is not adopted. There is, however, no historical evidence to suggest that significant amounts of Made Ground are present on the site. Where small amounts are located, the hazard to foundation stability etc. is likely to be low.

The geological map record indicates that the site is immediately underlain by Glacial Till and weathered mudstone and these soils generally possess good geotechnical properties in terms of bearing capacity and settlement characteristics.

5 POLLUTANT LINKAGES AND PRELIMINARY CSM

The development of a Conceptual Model for the site involves the determination of potential pollutant linkages through the identification of likely sources of contamination from previous and current site uses and the identification of potential targets such as site users and controlled waters.

5.1 ENVIRONMENTAL SETTING

The environmental site setting can be summarised as follows:

- The site has predominantly comprised agricultural land with small parts in the south-eastern and south-western areas being developed with a concrete surfaced HGV parking area and ancillary structures belonging to an adjacent factory;
- The site geology comprises Glacial Till overlying weathered Salop Formation;
- The Salop Formation is classified as a Secondary A aquifer;
- There are no licensed water abstractions within 250m of the site and it is not located within a groundwater source protection zone;
- There are no nearby significant natural water bodies;
- There are no active landfills within 250m of the site;
- Radon protection measures should not be required for the proposed development.

5.2 RISK ASSESSMENT METHODOLOGY

The initial conceptual model and preliminary risk assessment are based upon the available archive data for the site and provide an initial qualitative assessment of risk posed to human health and environmental receptors from potential on and off-site sources of contamination as defined within Part IIa of the Environmental Protection Act (1990). For a significant risk to exist, it must be established that contamination has the potential to cause harm to susceptible targets through a pollutant linkage and requires three criteria to be identified at a significant level:

- The presence of substances that may cause harm (Source);
- The presence of a receptor which may be harmed (Target);
- The existence of a plausible pollutant linkage between the source and the target (Pathway).

EA R&D (2008) provides a risk classification system based on consequence and probability. The table below shows a risk matrix in which the likelihood of probability of each pollutant linkage being realised is ranked against the severity of the consequences. The result is the risk classification based upon which risk management actions can be implemented. The individual sources, pathways and receptors identified are assessed against this risk matrix; potential pollutant linkages and associated risks are recorded.

	Severity of Consequence			
	severe	medium	mild	minor

Probability of pollutant linkage	High likelihood	Very high risk	High risk	Moderate risk	Moderate to Low risk
	Likely	High risk	Moderate risk	Moderate to Low risk	Low risk
	Low Likelihood	Moderate risk	Moderate to Low risk	Low risk	Very Low risk
	Unlikely	Moderate to Low risk	Low Risk	Very Low risk	Very Low risk

The categories of risk are defined as follows:

Very High Risk: there is a probability that severe harm could arise to a designated receptor from an identified source, or there is evidence that severe harm to a designated receptor is currently occurring;

High Risk: harm is likely to arise to a designated receptor from an identified source;

Low Risk: it is possible that harm could arise to a designated receptor from an identified source, but it is likely that this harm, if realised, would at worst normally be mild;

Very Low Risk: there is a low possibility that harm could arise to the receptor. In the event of such harm being realised it is not likely to be severe.

The following documents provide guidance on the procedures to be adopted for the assessment of contaminated land:

- DEFRA, Model Procedures for the Management of Land Contamination, Contamination Land Report 11.
- DEFRA, The Contaminated Land Exposure Model (CLEA): Technical Basis and Algorithms, R & D Publication CLR 10

Based upon the above guides and the hazards identified by the geo-environmental database, an initial Conceptual Site Model (CSM) has been compiled a copy of which is enclosed in tabulated form in Appendix C.

FIGURES



Site Location Plan

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**Report:
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**Site:
Plot 3A, Kingmoor Park, Wrexham**

**Figure:
1**



Site Plan

SP
ASSOCIATES

Report No.
S1761

Project:
Plot 3A, Kingmoor Park, Wrexham

Figure:
2

APPENDIX A

Historical Ordnance Survey Maps

Sitecheck Historical Maps

1848 Revised Mapping	11/10/2018	20488	43
VectorMap Local	11/10/2018	20231	34

Order Details

Order Number: 204882218_2_1
Customer Ref: S1761-1
National Grid Reference: 3392500_350380
Site Area (Ha): 18.23

Site Details

Site at 339310, 350370

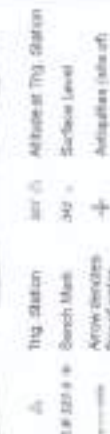
Full Terms and Conditions can be found on the following link:
<http://www.landmarkinfo.co.uk/terms>

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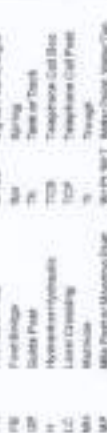
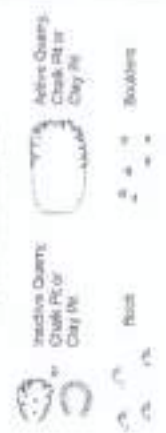
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Historical Mapping Legends

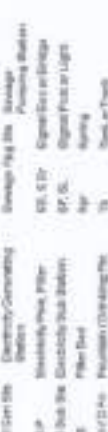
Ordnance Survey County Series and
Ordnance Survey Plan 1:2,500



Ordnance Survey Plan, Additional SIMs and
Supply of Unpublished Survey Information
1:2,500 and 1:1,250



Large-Scale National Grid Data 1:2,500 and
1:1,250



Order Details
Order Number: 284552215_2_1
Customer Ref: 0178154
National Grid Reference: 530200_350300
Site Area (H): 10.03

Site Details
Site at 339310, 350716

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Denbighshire

Published 1873

Source map scale - 1:2,500

The historical maps shown represent the best maps available for the area at the time of publication. Maps and sources in the 1873s in 1874 are 1:2,500 scale maps issued for mapping urban areas and by 1875 a 1:62,500 scale map was issued for mapping rural areas. The publication of these maps was a milestone in the development of the Ordnance Survey. The publication of these maps was a milestone in the development of the Ordnance Survey. The publication of these maps was a milestone in the development of the Ordnance Survey.

Map Name(s) and Date(s)



Order Details

Order Number: 284552219_2_1
Customer Ref: 51751-1
National Grid Reference: 380296_380399
Site Area (Ha): 15.00

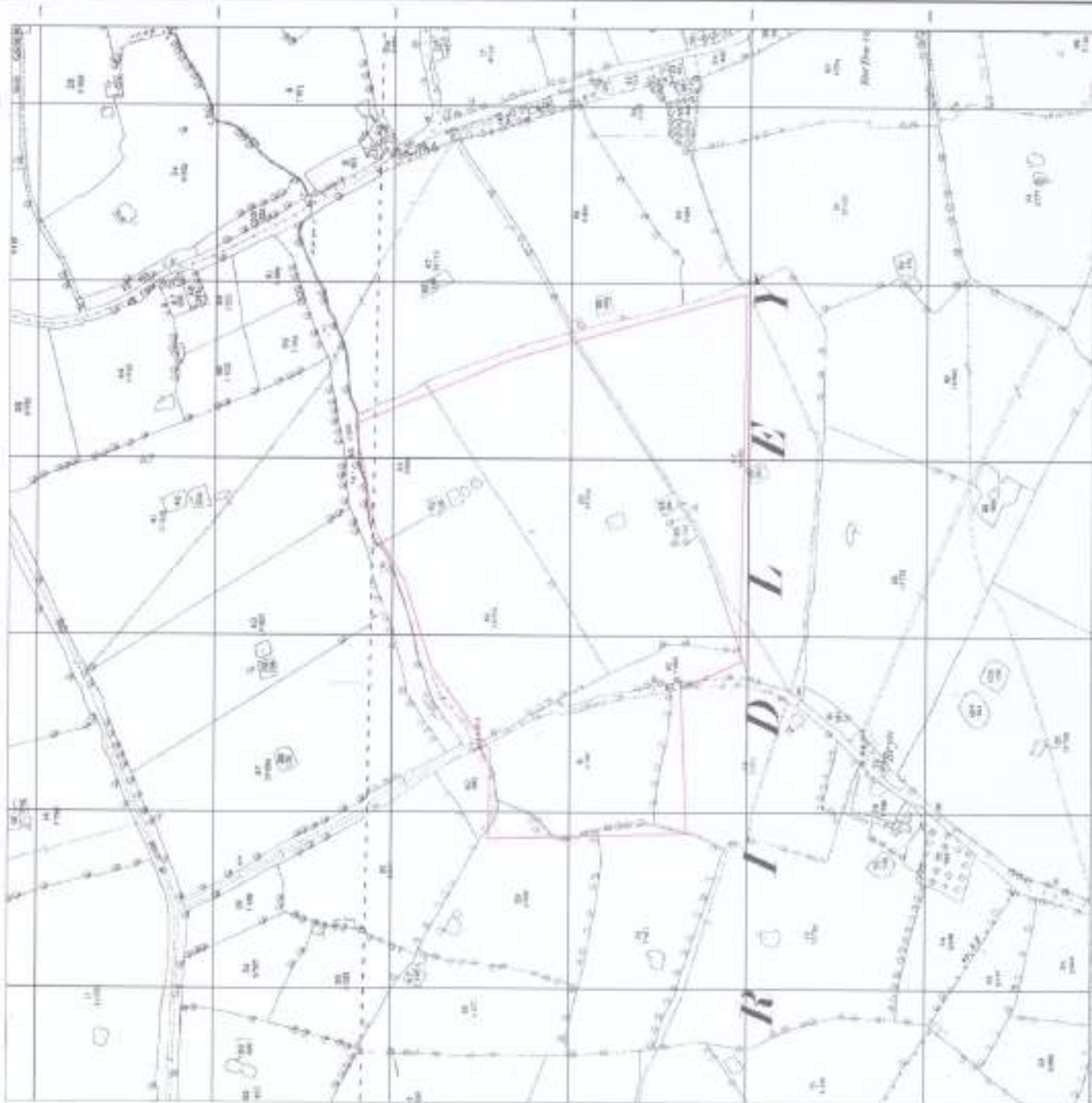
Site Details

Site at 3303 NO. 200710

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Sitecheck Historical Maps

Cheshire

Published 1875

Source map scale - 1:2,500

The historical maps shown were reproduced from microfilm copies held at the scale adopted by England, Wales and Scotland in the 1940's. In 1934 the 1:2,500 scale was adopted for mapping urban areas and by 1946 it covered the whole of Great Britain. The published data shown below is the original data from the original maps. The maps were scanned at a resolution of 300dpi. The maps were scanned at a resolution of 300dpi. The maps were scanned at a resolution of 300dpi.

Map Name(s) and Date(s)



Order Details

Order Number: 28455219_2_1
Customer Ref: 51761-1
National Grid Reference: 392983_350390
Site Area (Ha): 18.00

Site Details

Site at 392983, 350390

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<http://www.landmark.com.au/Products/Maps/11>

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2014 Jan 2017
2014 Jan 2017
www.landmark.com.au

Sitecheck Historical Maps

Denbighshire

Published 1899

Source map scale - 1:2,500

The historical maps have been reproduced from maps unconditionally held at a 1:2,500 scale and are reproduced for the purpose of providing a historical context for the site. The maps are not intended to be used for any other purpose. The published date given below is the date when the map was first published. The maps are not intended to be used for any other purpose. The published date given below is the date when the map was first published. The maps are not intended to be used for any other purpose.

Map Name(s) and Date(s)



Order Details

Order Number: 294552210 2 8
Customer Ref: 51751-1
National Grid Reference: 339290_350390
Site Area (Ha): 10.03

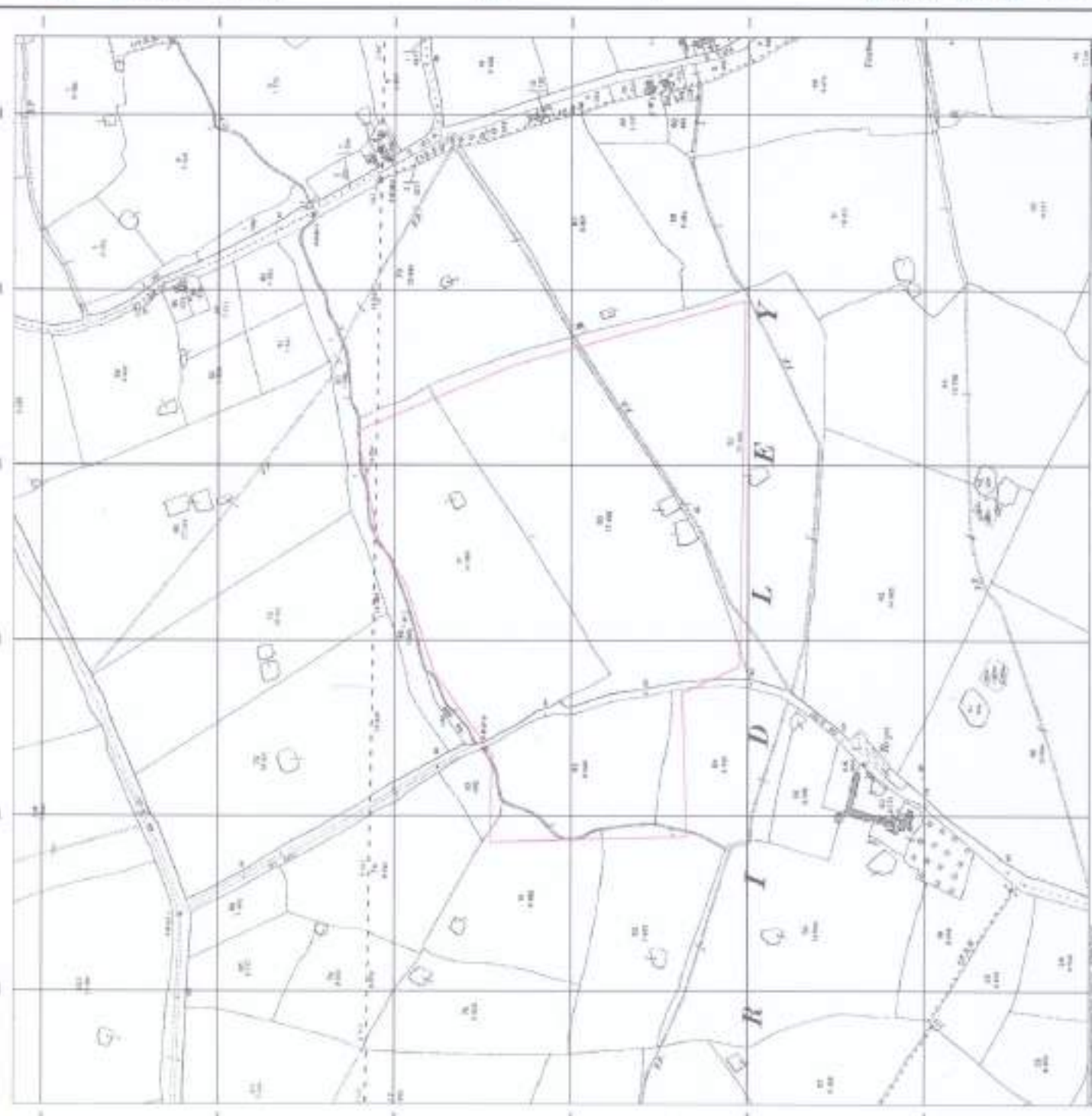
Site Details

Site at 339210, 350710

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Sitecheck Historical Maps

Denbighshire

Published 1911

Source map scale - 1:2,500

The historical mean scores were reproduced from maps produced recently (last year) by the Index Corporation for the United States. The mean scores for the 100 cities at the index (assigned by frequency) were used for the 1965's. In 1964 the 1,176 cities were assigned to mapping units (and by 1965) to represent the whole of the United States. The cities were selected to be the different parts of Great Britain. The statistical data given below is for the same year (last year) from the same source. The 1965, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47, 50, 53, 56, 59, 62, 65, 68, 71, 74, 77, 80, 83, 86, 89, 92, 95, 98, 01, 04, 07, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46, 49, 52, 55, 58, 61, 64, 67, 70, 73, 76, 79, 82, 85, 88, 91, 94, 97, 00, 03, 06, 09, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48, 51, 54, 57, 60, 63, 66, 69, 72, 75, 78, 81, 84, 87, 90, 93, 96, 99, 02, 05, 08, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41

Map Name(s) and Date(s)



Order Details

Order Number: 294552219_3_1
Customer Ref: 51761-1
National Grid Reference: 5982950_3853390
Site Area (Hm): 19.03

Site Details

346 at 336310, 350710

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<http://www.journals.oxford.com/doi/full/10.1093/oxfordjournals.oxfam.a012222>

Landmark

2000年12月

The National Roads which were reproduced from maps predominantly top at the scale adopted for Ordnance Survey, to be used in the 1972-74 edition of the 1:2,500 scale map. The maps were compiled by the Ordnance Survey, covering the whole of Great Britain, and were published in the National Road Series. The published data were compiled to be the national plan of Great Britain, with the exception of the 1:2,500 scale map, which was published in the National Road Series, and the 1:2,500 scale map, which was published in the National Road Series.

Map Name(s) and Date(s)

OSN200	1972	1:2,500
OSN200	1974	1:2,500
OSN200	1974	1:2,500
OSN200	1974	1:2,500

Order Details

Order Number: 284552215_2_1
Customer Ref: S1761-1
National Grid Reference: 339280_350380
Site Area (Ha): 19.03

Site Details

Site No: 339310_350710

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<http://www.sitecheck.co.uk/Terms/Standard>

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100%
100%
100%

Sitecheck Historical Maps

Additional SIMs

Published 1987 - 1990

Source map scale - 1:2,500

The SIM series (D-Source Survey) Survey of Information on Military Sites further traces editions of mapping which were produced and published between the first editions of maps in an area and 1987. They date from 1947 to 1987, and provide detailed information on buildings, roads and landmarks. These traces were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)

Source	1:2,500
Scale	1:2,500
Scale	1:2,500
Scale	1:2,500

Order Details

Order Number: 294552219_2_1
Customer Ref: 51761-1
National Grid Reference: SJ0290_350390
Site Area (Ha): 18.03

Site Details

Site at 350390, 350390

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<http://www.landmark.gov.uk/Products/Services/112>

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For
Price
0844 303 1000
www.landmark.gov.uk

Sitecheck Historical Maps

Additional SIMs
Published 1989

Source map scale - 1:2,500

The data series (Ordinance Survey's Survey of Modernisation (SMO)) are further, minor editions of mapping which were produced and published in between the main editions as an area was updated. They date from 1947 to 2004 and contain updated information on buildings, roads and boundaries. These maps were produced at 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)



Order Details

Order Number: 204402219_3_1
Customer Ref: 51781-1
National Grid Reference: 335290 350360
Site Area (Ha): 10.03

Site Details

Site at: 335310, 350710

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Landmark

Site
File
Date

2004-01-20
2004-01-20
www.landmarkinfo.co.uk

Sitecheck Historical Maps

Additional SIMs

Published 1990

Source map scale - 1:2,500

The SIMs (Source Information Maps) Series of Information in Mapform (SIMs) Series, historic cultural mapping which were produced and published in 1990, are the main source of information on the site and its surroundings. The SIMs are published in 1:2,500 scale and contain detailed information on buildings, roads and land use. These maps were produced at both 1:2,500 and 1:1,250 scales.

Map Name(s) and Date(s)



Order Details

Order Number 204502118 2 1
Customer Ref 5178-1-1
National Grid Reference 395250 390300
Site Area (Ha) 19.03

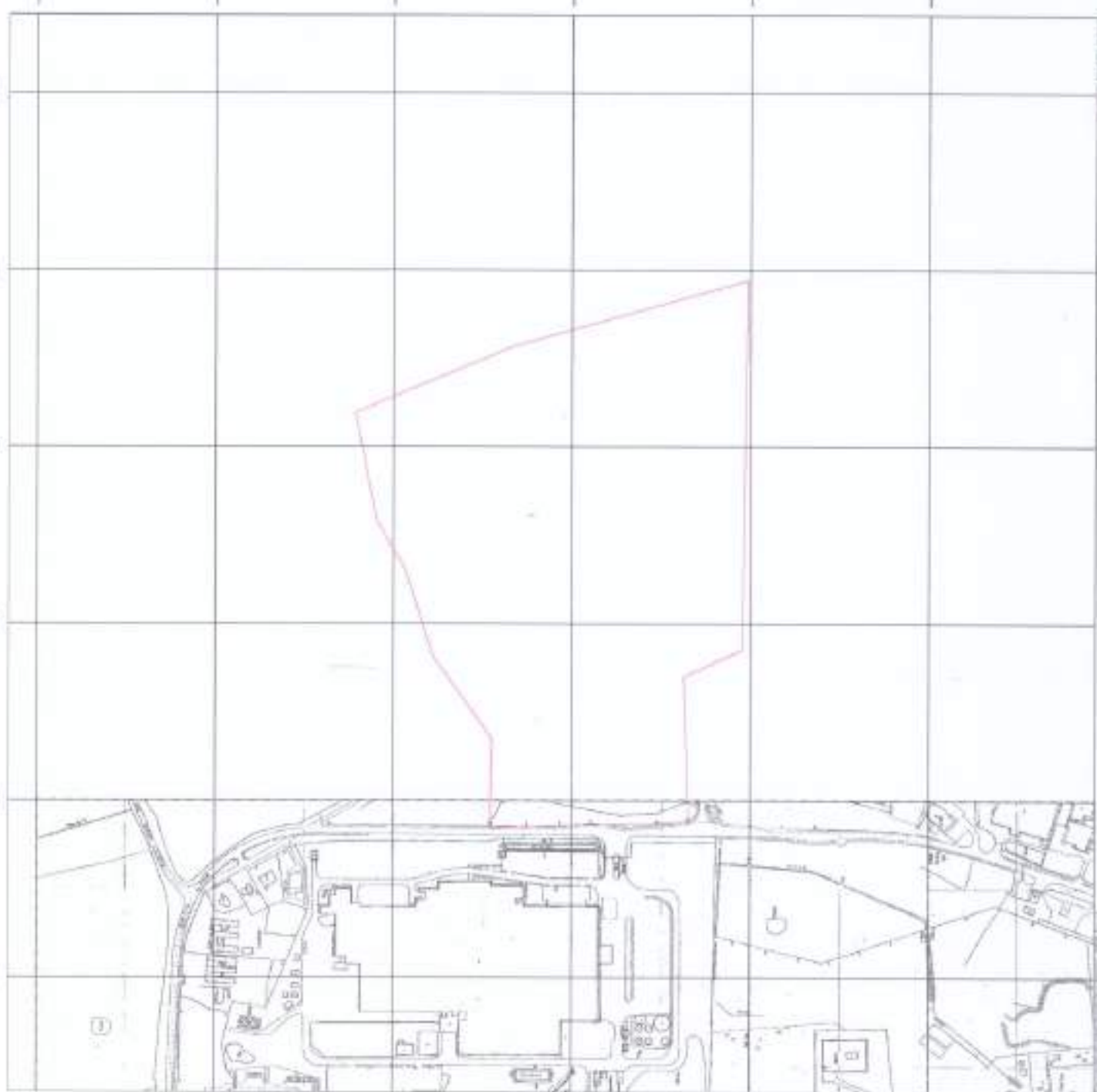
Site Details

Site at 395210 390710

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Landmark

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Ordnance Survey Plan

Published 1992

Source map scale - 1:10,000

The historical value of these were appreciated by a large predominantly white audience, and the exhibition was very popular. It was the only exhibition of the 1970s to attract more than 1 million visitors. The public was given the opportunity to see the original manuscript of the *Confessions* by Rousseau, which was a highlight for many. The exhibition was also a success in terms of sales, with the book *Confessions* by Rousseau being the best-selling book in the UK in 1970. The exhibition was a landmark event in the history of the National Portrait Gallery, and it was a success in terms of both public and critical reception.

Map Name(s) and Date(s)



Order Details

Order Number: 284302219_2_1
Customer Ref: 51701-1
National Ord Reference: 339290_340380
Site Area (Ha): 10.03

Site Details

the at 1300 to 1500°

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<http://www.bentham.com/termsandconditions>

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2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408</
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Sitecheck Historical Maps

Ordnance Survey Plan

Published 1992

Source map scale - 1:2,500

The historical maps shown were reproduced from original photographic prints at a scale of 1:2,500. Where the original maps were published at a different scale, the scale of the reproduction is indicated by the scale bar. The original maps were published by the Ordnance Survey of Great Britain. The original maps were published in other years than the year shown in the title. Before 1983, all OS maps were based on the Cassini projection, with subsequent editions of a single sheet or series of sheets giving rise to significant inaccuracies in adjoining sheets.

Map Name(s) and Date(s)

OS Plan 1:2,500 1:2,500	OS Plan 1:2,500 1:2,500
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Order Details

Order Number: 284552159 2, 1
Customer Ref: 51761-1
National Grid Reference: 330260 350300
Site Area (Ha): 19.03

Site Details

Site at 330316, 350710

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Sitecheck Historical Maps

Large-Scale National Grid Data

Published 1993 - 1994

Source map scale - 1:2,500

Large Scale National Grid Data is derived from the US Army's Survey of Information on Military (SIRM) in 1985, and continued to be updated until 1994. These maps were the first products of digital elevation data, providing detailed information on terrain and roads, but lack of digital data. Topographic features such as vegetation, these maps were produced at scale 1:2,500 and 1:12,500.

Map Name(s) and Date(s)



Order Details

Order Number: 284552218_2_1
Customer Ref: 57701-1
National Grid Reference: 310210_300180
Site Area (Hectares): 19.00

Site Details

Site at: 310210, 300180

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visit our website
www.landmarkinfo.com

Large-Scale National Grid Data

Published 1994

Source map scale - 1:2,500

Large Scale National Grid Data' superseded 500 series (Ordnance Survey's 'Series of Information on Buildings') in 1992, and continued to be available until 1994. These maps were the basis of the 'Digital Mapping' and 'Digital Topography' series. These maps were the basis of the 'Digital Mapping' and 'Digital Topography' series. These maps were the basis of the 'Digital Mapping' and 'Digital Topography' series.

Map Name(s) and Date(s)



Order Details

Order Number: 2845022 19_2_1
Customer Ref: 51791-5
National Grid Reference: 334240_350140
Site Area (ha): 19.00

Site Details

Site at 334310, 350170

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1994-2001
www.landmark.com.uk

Sitecheck Historical Maps

10K Raster Mapping

Published 2006

Source map scale - 1:10,000

The historical maps shown were produced from the Ordnance Survey's 1:10,000 contour series mapping. These maps are derived from a series of aerial photographs taken in 1970. The data is highly accurate showing buildings, roads and land boundaries as well as all fields, tracks and other features. Boundaries are also indicated together with the names of all buildings and other features. Boundary information is also included for all roads, railways, district and parish boundaries.

Map Name(s) and Date(s)

1:10,000	1:10,000
1:10,000	1:10,000
1:10,000	1:10,000

Order Details

Order Number: 354552715_2_1
Customer Ref: 01781-1
National Grid Reference: 330280, 350380
Site Area (Ha): 18.03

Site Details

Site at 330280, 350380

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10K Raster Mapping
Published 2006



APPENDIX B

Sitecheck Environmental Database

Sitecheck Data

Site at 339310, 350710

Prepared for:

Mr S Peters
Steven Peters Associates
1 Market Place
Warwick
CV34 4BA

Report Reference: SCD_204552210_1_1

Report Date: 07-SEP-2021

Customer Reference: S1701-1

National Grid Reference: 339290 350390

Site Area: 190232 m²



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

Telephone: 0844 844 9398
Fax: 0844 844 9980
Email: info@landmarkinfo.co.uk
Website: www.sitecheck.co.uk

Report Sections and Details	Page
Summary of Site	-
This section comprises contaminant, pathway and receptor information found on site. Other factors which may affect the site are also included.	
Aerial Photo	1
The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	
Location Map	2
The large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m. The smaller aerial photo also includes the site boundary.	
Summary Table	3
This section comprises of a summary table of the information found on site and in its vicinity.	
Current Land Use	7
This section contains a map, which shows current land use features. The following pages detail these features and identify the Reference Number and direction.	
Historical Land Use	12
This section contains a map, which shows historical land use features. The following pages detail these features and identify the Reference Number and direction. A table listing all the maps used to source this information is included.	
Sensitivity	16
This section contains a map, which shows pathway and receptor features. The following pages detail these features and identify the Reference Number and direction. This section also contains a separate Flood Map and flood details.	
Other Factors	19
This section contains information on other factors which may affect the site and its vicinity.	
Useful Information	21
This section contains information which may be of use when interpreting the report.	
Useful Contacts	22
All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.	

Current Land Use	Page No.	Reference Number (Map ID)
Discharge Consents		
Discharge Consents		
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: Cm0083601, Version: 1, Status: Authorisation revoked, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	8	1
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: Cm0083601, Version: 2, Status: Authorisation revoked, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	8	1
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: CM0083601, Version: 3, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	8	1

Historical Land Use	Page No.	Reference Number (Map ID)
Potentially Contaminative Uses		
Potentially Contaminative Industrial Uses (Past Land Use)		
Factory or works - use not specified, Date of Mapping: 1992	13	2

Sensitivity	Page No.	Reference Number (Map ID)
Environmentally Sensitive Receptors		
Nearest Surface Water Feature		
Distance: 0m	18	-

Other Factors	Page No.	Reference Number (Map ID)
Geological		
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report., Contact Ref: 3	19	-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 4	19	-

Other Factors	Page No.	Reference Number (Map ID)
Geological		
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 4	19	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 4	19	-
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 4	19	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 4	20	-
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 4	19	-



Site
Site at 339310, 350710

Grid Reference
339290, 350390

Report Reference
SCD_284552319_1_1

Customer Reference
S1761-1

Size of Site
190232 m²





Site
Site at 336310, 350710

Grid Reference
336390, 350390

Report Reference
SCD_284552219_1_1

Customer Reference
S1761-1

Size of Site
190232 m²



Current Land Use	On Site	0-250m
Contaminants	3	26
Waste / Landfill Sites		
BGS Recorded Landfill Sites	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0
Licensed Waste Management Facilities (Locations)	0	2
Local Authority Recorded Landfill Sites	0	0
Registered Landfill Sites	0	0
Registered Waste Transfer Sites	0	0
Registered Waste Treatment or Disposal Sites	0	0
Statutory Authorisations		
Local Authority Pollution Prevention and Controls	0	0
Contaminated Land Register Entries and Notices	0	0
Registered Radioactive Substances	0	0
Discharge Consents		
Discharge Consents	3	5
Water Industry Act Referrals	0	0
Industrial Processes		
Integrated Pollution Controls	0	5
Integrated Pollution Control Registered Waste Sites	0	0
Integrated Pollution Prevention And Control	0	8
Local Authority Integrated Pollution Prevention And Control	0	0
Storage of Hazardous Substances		
Control of Major Accident Hazards Sites (COMAH)	0	0
Explosive Sites	0	0
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0
Planning Hazardous Substance Consents	0	0
Contraventions		
Local Authority Pollution Prevention and Control Enforcements	0	0
Enforcement and Prohibition Notices	0	1
Planning Hazardous Substance Enforcements	0	0
Prosecutions Relating to Authorised Processes	0	0
Prosecutions Relating to Controlled Waters	0	0
Substantiated Pollution Incident Register	0	0

Current Land Use	On Site	0-250m
Contaminants	3	26
Potentially Contaminative Uses		
Contemporary Trade Directory Entries	0	7
Fuel Station Entries	0	0
Miscellaneous		
BGS Recorded Mineral Sites	0	0

Historical Land Use	On Site	0-250m
Contaminants	1	30
Potentially Contaminative Uses		
Historical Tanks And Energy Facilities	0	15
Potentially Contaminative Industrial Uses (Past Land Use)	1	6
Potentially Infilled Land		
Former Marshes	0	0
Potentially Infilled Land (Non-Water)	0	0
Potentially Infilled Land (Water)	0	9

Sensitivity	On Site	0-250m
Pathways and Receptors	1	0
Pathways		
Historical Flood Liabilities	0	0
Extreme Flooding from Rivers or Sea without Defences	0	0
Flooding from Rivers or Sea without Defences	0	0
Areas Benefiting from Flood Defences	0	0
Flood Water Storage Areas	0	0
Flood Defences	0	0

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

Other Factors	On Site	0-250m
Geological	9	6
Brine Compensation Area	0	n/a
Coal Mining Affected Areas	1	n/a
Mining Instability	0	0
Man-Made Mining Cavities	0	0
Natural Cavities	0	0
Potential for Collapsible Ground Stability Hazards	1	1
Radon Potential - Radon Affected Areas	1	n/a
Radon Potential - Radon Protection Measures	1	n/a
Potential for Compressible Ground Stability Hazards	1	1
Potential for Ground Dissolution Stability Hazards	1	1
Potential for Landslide Ground Stability Hazards	1	1
Potential for Running Sand Ground Stability Hazards	1	1
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1
Non Coal Mining Areas of Great Britain	0	0



General	Waste/Landfill Sites	Contraventions	Storage Of Hazardous Substances	Statutory Authorisations
- Site Boundary - Search Buffer - Nearest Reference Point - Reference Marker	- Waste Recycled Landfill Site - Licensed Waste Management Facilities (Landfill) - Local Authority Registered Landfill Site - Registered Waste Transfer Site - Registered Waste Treatment or Disposal Site - Registered Landfill Site - Potential Landfill Site - Potential Landfill Buffer	- Local Authority Pollution Prevention and Control Enforcement - Warning Hazardous Substances Enforcement - Procedures Relating to Authorised Processes - Enforcement and Prohibition Notices - Substances Pollution Incident Register - Procedures Relating to Controlled Waters	- COMAH - Planning Hazardous Substances Consent - Explosive Site - IPPC - Integrated Pollution Control - Integrated Pollution Prevention Control - Integrated Pollution Control Registered Waste Site - Local Authority Integrated Pollution Prevention and Control	- Local Authority Pollution Prevention and Control - Controlled Land Register Entry in Force (Point) - Controlled Land Register Entry in Force - Registered Radioactive Substance - Discharge Consents - Water Industry Act 1989

Contaminants	Ref No.	Search Buffer	Direction
Waste / Landfill Sites			
Local Authority Landfill Coverage			
Name: Wrexham County Borough Council, - Has supplied landfill data, Contact Ref: 5	-	On Site	SE
Licensed Waste Management Facilities (Locations)			
Location: Bryn Lane Civic Amenity Site, Land / Premises At, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, Wrexham, LL13 9UT, Licence Number: DP3294FH, Site Category: Household Waste Amenity Sites, Licence Status: Effective, IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 10m, Contact Ref: 1	3	0-250m	SW
Location: Land / Premises At, Bryn Lane, Wrexham Industrial Estate, Wrexham, LL13 9UT, Licence Number: 37259, Site Category: Household Waste Amenity Sites, Licence Status: Modified, IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 10m, Contact Ref: 1	3	0-250m	SW

Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: Cm0083601, Version: 1, Status: Authorisation revoked, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	1	On Site	W
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: Cm0083601, Version: 2, Status: Authorisation revoked, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	1	On Site	W
Kellogg Co Of Great Britain Ltd, Bryn Road Wrexham Ind Est, Trade Discharge, Reference: Cm0083601, Version: 3, Status: Revoked (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	1	On Site	W
Mr & Mrs P Ellis, Plot 1, Lilac Cottage (2) The Willo, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Unknown Discharge, Reference: Cg0346301, Version: 1, Status: New Consent, by Application (Water Resources Act 1991, Section 88), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	4	0-250m	E
Mr J P Hughes, Plot 1, Lilac Cottage (2) The Willo, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Unknown Discharge, Reference: Cg0346301, Version: 1, Status: New Consent, by Application (Water Resources Act 1991, Section 88), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	4	0-250m	E
Mrs A Sumner, Plot 1, Lilac Cottage (2) The Willo, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Unknown Discharge, Reference: Cg0346301, Version: 1, Status: New Consent, by Application (Water Resources Act 1991, Section 88), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	4	0-250m	E
Mr & Mrs N Route, Plot 1, Lilac Cottage (2) The Willo, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Unknown Discharge, Reference: Cg0346301, Version: 1, Status: New Consent, by Application (Water Resources Act 1991, Section 88), Positional Accuracy: Located by supplier to within 100m, Contact ref: 1	4	0-250m	E

Contaminants	Ref No.	Search Buffer	Direction
Discharge Consents			
Discharge Consents			
Wrexham County Borough, Civic Amenity Site, Bryn Lane, Wrexham Industrial Estate, Wrexham, LL13 9UT, Sewage Discharge, Reference: Cg0421601, Version: 1, Status: Effective, Positional Accuracy: Located by supplier to within 10m, Contact ref: 1	5	0-250m	SW

Industrial Processes	Ref No.	Search Buffer	Direction
Integrated Pollution Controls			
Owens Corning Fibreglas (gb) Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, Organic Chemicals [Manufacture and Use], Reference: AK5407, Status: Authorisation superseded by a substantial or non substantial variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	5	0-250m	W
Owens Corning Fibreglas (gb) Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, Other Mineral Fibres, Reference: BG0342, Status: Authorisation revoked, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	6	0-250m	W
Owens Corning Fibreglas (gb) Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, Other Mineral Fibres, Reference: AG1425, Status: Authorisation superseded by a substantial or non substantial variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	6	0-250m	W
Owens Corning Fibreglas (gb) Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, Organic Chemicals [Manufacture and Use], Reference: BC6713, Status: Authorisation revoked, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	6	0-250m	W
Owens Corning Fibreglas (gb) Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, Other Mineral Fibres, Reference: BC5539, Status: Authorisation superseded by a substantial or non substantial variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	6	0-250m	W
Integrated Pollution Prevention And Control			
Kellogg Company Of Great Britain Ltd, Wrexham, Breakfast Cereals, Kelloggs, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Integrated Pollution And Prevention Control Processes, Reference: VP3935CF, Status: Superseded By Variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 1	6	0-250m	W
Kellogg Company Of Great Britain Ltd, Wrexham, Breakfast Cereals, Kelloggs, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Integrated Pollution And Prevention Control Processes, Reference: GP3031ZW, Status: Effective, Positional Accuracy: Automatically positioned to the address, Contact Ref: 1	6	0-250m	W
Owens Corning Fibreglas (Gb) Ltd, Wrexham Plant, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU, Integrated Pollution And Prevention Control Processes, Reference: Bm7243, Status: Valid, Positional Accuracy: Automatically positioned to the address, Contact Ref: 2	6	0-250m	W

Contaminants	Ref No.	Search Buffer	Direction
Industrial Processes			
Integrated Pollution Prevention And Control			
Kelloggs EprBv8016Id, Wrexham, Breakfast Cereals, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9UT, Integrated Pollution And Prevention Control Processes, Reference: Bv8016Id, Status: Effective, Positional Accuracy: Automatically positioned to the address, Contact Ref: 1	6	0-250m	W
Kellogg Company Of Great Britain Ltd, Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9UT, Integrated Pollution And Prevention Control Processes, Reference: KP3135LW, Status: Superseded By Variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 1	6	0-250m	W
Kellogg Company Of Great Britain Ltd, Wrexham, Breakfast Cereals, Kelloggs, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Integrated Pollution And Prevention Control Processes, Reference: VP3832KF, Status: Superseded By Variation, Positional Accuracy: Automatically positioned to the address, Contact Ref: 1	6	0-250m	W

Contraventions	Ref No.	Search Buffer	Direction
Enforcement and Prohibition Notices			
Bryn Lane, Wrexham Industrial Estate, WREXHAM, Clwyd, LL13 9JU, HMIP Enforcement Notice, Reference: Not Given, Dated: 1st March 1994, Positional Accuracy: Unknown, Contact Ref: 2	7	0-250m	W

Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
P E S, Bryn Lane, Wrexham Ind Est, Wrexham, Clwyd, LL13 9UT, Garage Equipment, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	8	0-250m	W
Georgia Pacific, Bryn La, Wrexham Indust Est, Wrexham, Clwyd, LL13 9UT, Distribution Services, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	9	0-250m	NW
Meridian Foods, Unit 101 The Warehouse, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Food Products - Manufacturers, Status: Inactive, Positional Accuracy: Manually positioned within the geographical locality	10	0-250m	W
Kelloggs, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Food Products - Manufacturers, Status: Active, Positional Accuracy: Automatically positioned to the address	10	0-250m	W
Owens Corning Fibreglas (G B) Ltd, Wrexham Plant, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU, Glass Fibre Manufacturers, Status: Inactive, Positional Accuracy: Automatically positioned to the address	10	0-250m	W

Contaminants	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Contemporary Trade Directory Entries			
Town & Country Heating Supply Co, Bryn Lane, Wrexham Ind Est, Wrexham, Clwyd, LL13 9UT, Oil Fuel Distributors, Status: Inactive, Positional Accuracy: Manually positioned within the geographical locality	10	0-250m	W
Premier Press, Ridley Wood Industrial Complex, Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT, Printers, Status: Inactive, Positional Accuracy: Automatically positioned in the proximity of the address	11	0-250m	SW



General	Potentially Contaminative Uses	Potentially Infilled Land
Site Boundary	Point Feature	Point Feature
Search Buffer	Area Feature	Area Feature
Geodetic Reference Point	Line Feature	Line Feature
Reference Number		

Contaminants	Ref No.	Search Buffer	Direction
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities			
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1992	12	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	13	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	13	0-250m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	13	0-250m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	14	0-250m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	15	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	16	0-250m	SE
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	17	0-250m	SE
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	18	0-250m	S
Electrical Sub Station Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	19	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	20	0-250m	S
Gas Industry Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1974 - 1992	21	0-250m	S
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1992	22	0-250m	W
Tanks, Scale of Mapping: 1:2,500, Date of Mapping: 1992	20	0-250m	S
Gas Monitoring Facilities, Scale of Mapping: 1:2,500, Date of Mapping: 1992	21	0-250m	S
Potentially Contaminative Industrial Uses (Past Land Use)			
Factory or works - use not specified, Date of Mapping: 1992	2	On Site	S
Factory or works - use not specified, Date of Mapping: 1992	23	0-250m	W
Electricity production & distribution [inc large transformers], Date of Mapping: 1992	13	0-250m	SE
Railways, Date of Mapping: 1964	24	0-250m	W
Military Land, Date of Mapping: 1964	25	0-250m	S
Military Land, Date of Mapping: 1954 - 1964	26	0-250m	NW
Factory or works - use not specified, Date of Mapping: 1992	27	0-250m	S

Contaminants	Ref No.	Search Buffer	Direction
Potentially Infilled Land			
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	28	0-250m	SE
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	29	0-250m	W
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1938	30	0-250m	W
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	31	0-250m	W
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	32	0-250m	NW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1938	33	0-250m	SW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1938	33	0-250m	SW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	34	0-250m	NW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1964	35	0-250m	SW

Map Details

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

1:2,500	Mapsheet	Published
Ordnance Survey Plan	SJ3850	1961
Ordnance Survey Plan	SJ3950	1961
Ordnance Survey Plan	SJ3850	1974
Ordnance Survey Plan	SJ3950	1974
Ordnance Survey Plan	SJ3850	1992
Ordnance Survey Plan	SJ3950	1992

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

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SJ35SE	1992

1:10,560	Mapsheet	Published
Denbighshire	029_00	1881
Cheshire	059_00	1881
Denbighshire	029_SW	1889
Cheshire	059_NE	1889
Denbighshire	029_NW	1900
Cheshire	059_NE	1913
Flintshire	020_NW	1914
Denbighshire	029_NW	1914
Denbighshire	029_SW	1914
Denbighshire	029_SW	1938
Denbighshire	029_NW	1954
Ordnance Survey Plan	SJ35SE	1964

Flood Map



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

Sensitivity Map



General	Environmentally Sensitive Land Use		Protected Countryside Areas
Red line: Site Boundary	Green: Area of Outstanding Natural Beauty	Yellow: Site of Special Scientific Interest	Hatched: Forest Park
Blue line: Search Buffer	Light blue: Environmentally Sensitive Area	Orange: Special Area of Conservation	Dotted: National Park
Blue dot: Sealing Reference Point	Red hatched: Local Nature Reserve	Dark orange: Special Protection Area	Light blue hatched: National Scenic Area
Blue square: Reference Number	Dark red hatched: Nature Nature Reserve	Blue hatched: Nearest Surface Water Feature	
	Light orange hatched: English Nature Reserve	Blue star: Water Authorities	
	Dark orange hatched: Nearest Site		

Pathways and Receptors	Ref No.	Search Buffer	Direction
Environmentally Sensitive Receptors			
Nearest Surface Water Feature			
Distance: 0m	-	On Site	E

Other Factors		
Geological	Search Buffer	Direction
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report., Contact Ref: 3	On Site	W
Non Coal Mining Areas of Great Britain		
No Hazard		-
Radon Potential - Radon Affected Areas		
Affected Areas: The property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level)., Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 4	On Site	SE
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None. Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 4	On Site	SE
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 4	On Site	SE
Hazard Potential: Very Low Contact Ref: 4	0-250m	S
Potential for Compressible Ground Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 4	On Site	SE
Hazard Potential: No Hazard, Contact Ref: 4	0-250m	S
Potential for Ground Dissolution Stability Hazards		
Hazard Potential: No Hazard, Contact Ref: 4	On Site	SE
Hazard Potential: No Hazard, Contact Ref: 4	0-250m	S
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Contact Ref: 4	On Site	SE
Hazard Potential: Very Low, Contact Ref: 4	0-250m	S
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 4	On Site	SE
Hazard Potential: Very Low Contact Ref: 4	0-250m	S

Other Factors	Search Buffer	Direction
Geological		
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Very Low Contact Ref: 4	On Site	SE
Hazard Potential: Very Low Contact Ref: 4	0-250m	S

Registered Landfill Sites

At present no complete national data set exists for landfill site boundaries, therefore a point grid reference, provided by the data supplier, is used for some landfill sites. In certain cases the point grid references supplied provide only an approximate position and can vary from the site entrance to the centre of the site. Where the exact position of the site is unclear, Landmark constructs either a 100 metre or 250 metre "buffer" around the point to warn of the possible presence of landfill. The size of this "buffer" relates to the positional accuracy that can be attributed to the site. The "buffer" is shown on the map as an orange cross-hatched circle and is referred to in the map legend as Potential Landfill Buffer. Where actual boundaries are available, the landfill site area is shown on the map as a red diagonal hatched polygon and referred to in the map legend as Registered Landfill Site.

Local Authority Recorded Landfill Sites

Local Authority landfill data are sourced from individual local authorities that were able to provide information on sites operating prior to the introduction of the Control of Pollution Act (COPA) in 1974. Appropriate authorities are listed under Local Authority Landfill Coverage with an indication of whether or not they were able to make landfill data available. Details of any records identified are disclosed. You should be aware that if the local authority 'Had landfill data but passed it to the relevant environment agency' it does not necessarily mean that local authority landfill data is included in our other Landfill datasets. In addition if no data has been made available, for all or part of the search area, you should be aware that a negative response under 'Local Authority Recorded Landfill Sites' does not necessarily confirm that no local authority landfills exist.

Flooding

The Sitecheck report flood map plots all flood related features revealed within the search area as supplied by the relevant environment agency. However, to avoid confusion, one text entry in the body of the report may reveal the onset of the nearest feature in each flood data set. This is also reflected in the summary table where only a single entry is included to indicate the search buffer of the nearest occurrence.

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The Sitecheck Data User guide is available free of charge from our website www.sitecheck.co.uk

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Contact Names and Addresses

1 Natural Resources Wales

Ty Cambria
29 Newport Road
Cardiff
CF24 0TP

Telephone 0300 065 3000

enquiries@naturalresourceswales.gov.uk

2 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 03708 506 506

enquiries@environment-agency.gov.uk

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

3 The Coal Authority Property Searches

200 Lichfield Lane
Mansfield
Nottinghamshire
NG18 4RG

Telephone 0345 762 6848
Fax 01623 637 338

groundstability@coal.gov.uk
www2.groundstability.com

4 British Geological Survey Enquiry Service

British Geological Survey
Environmental Science Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

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

5 Wrexham County Borough Council

Lampel Street
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Consumer Protection

Important Consumer Protection Information

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- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.
- The standards can be seen here: www.conveyinfoexec.com

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPO.

TPOs Contact Details:

The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

Consumer Protection

Landmark Complaints Procedure

If you want to make a complaint to Landmark, we will:

- Acknowledge it within 5 working days of its receipt.
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to:

Customer Relationships Manager
Landmark Information
Imperium
Imperial Way
Reading
RG2 0TD

Tel: 0844 844 9966
Email: helpdesk@landmark.co.uk
Fax: 0844 844 9966

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOs):

Tel: 01722 333306
Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.

LANDMARK TERMS AND CONDITIONS

In these Terms, we refer to Landmark Information Group Limited (whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY) as "We", "Us" and "Our" and we refer to the contracting party who accesses the Website or places an Order with Us or with an Authorised Reseller as "You", "Your" and "Yourself". All Services and Reports are provided by Landmark Information Group Limited unless otherwise stated.

DEFINITIONS

In these Terms, the following terms have the following meanings:

"Agreement" has the meaning set out in clause 1.e.

"Authorised Reseller" means an agent or reseller who We have duly appointed to resell Our Reports and Services.

"Beneficiaries" means those persons, as relevant, referred to in clause 2a.

"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites, in Reports or Services or in any other way by Us and shall include both material developed by or on behalf of Us and Third Party Content.

"End User" means either: (i) a consumer or a consumer's friend or family member who uses the Services provided to the consumer; (ii) where You are not a consumer, an employee of Yours who uses the Services provided to You; and/or (iii) in respect of the conveyancing Reports identified in clause 2.e only, a Beneficiary or their respective employees.

"Fees" means any charges levied by Us or an Authorised Reseller for Services provided to You.

"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report.

"First Purchaser's Lender" means the funding provider for the First Purchaser.

"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right.

"On-Demand Service" means a Service hosted by Us through which an End User is able to access the Content remotely.

"Order" means the request for Services from Us by You.

"Property Site" means a land site in relation to which We provide a Service.

"Report" means any Content that We supply to You in the form of a Report on a Property Site.

"Services" means the provision of any service by Us pursuant to these Terms, including without limitation, the use of the Website (whether or not You Order a paid-for Service), any Report and/or On-Demand Service.

"Subscription" means any subscriptions for Our On-Demand Services purchased by you.

"Subscription User" means any individual who accesses and uses the On-Demand Services on a Subscription basis.

"Supplier" means any third party organisation that provides services, software, data, information and other content or functionality of any form to Us.

"Terminal" means a laptop, PC, workstation or other equipment containing a screen on which the Content may be displayed or used and which is internal or personal to You.

"Terms" means these terms and conditions.

"Third Party Content" means the services, software, data, information and other content or functionality provided by Suppliers and linked to or contained in the Services.

"Third Party Content Terms" the terms and conditions, as set out at http://www.landmarkinfo.co.uk/Terms/terms_and_conditions_299431_8.0_annexes.pdf that are specific to Third Party Content, are required by the Suppliers of such Third Party Content and which take precedence over these Terms in the event of any inconsistency.

"Website" means any website hosted by Us and includes the Content and any Report, service, document, data-set, software or information contained in such websites or derived from them.

1 Basis of Contract

- a. These Terms (including, where applicable, Third Party Content Terms) govern the relationship between Us and You where You use or purchase Services from Us. Where these Terms are not expressly accepted by You, they will be deemed to have been accepted by You, and You agree to be bound by these Terms: (a) when You place any Order, or pay for any Services provided to You by Us; and (b) in respect of Your use of any Website, by expressly and voluntarily to use any part of this Website. If You do not agree with any of the Terms that apply to Our Websites, then You must not use the Website.
- b. You may be required to register Your details and/or open an account to access or order certain Services. Submission of Your registration and Your use of such Services shall be deemed acceptance of these Terms. You shall ensure that all information provided when submitting your registration is up to date, true, accurate and complete. We reserve the right to suspend or terminate Your access to the Website or block Your ability to place Orders in the event of any breach of this clause 1.b. Each registration is for a single user only. We do not permit You as Subscription Users to share user names and passwords with any other person nor with multiple users on a network. It is Your responsibility to maintain the confidentiality of Your password and those of Subscription Users for whom you are responsible and You are responsible for all activity that occurs under such user names and passwords. We will not be liable where Your password or those of Subscription Users for whom you are responsible are used by someone else. You should notify Us immediately of any unauthorised use of passwords and any breach of security as soon as You become aware of it.
- c. You shall take all reasonable steps to check that the details that You provide in relation to Your Order are complete, accurate and correct and that the Service is provided for the correct location and property type. Neither We nor any Suppliers shall have any liability for errors or omissions in information provided by or on behalf of You or from Your failure to check that the Service relates to the correct location or property.
- d. We may modify these Terms, and may discontinue or revise any or all other aspects of the Services at Our sole discretion, with immediate effect and without prior notice, including without limitation changing the services available at any given time. Any amendment or variation to these Terms shall be posted on Our Websites. Continued Orders of the Services or continued use of the Website by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms. We will not file or store a copy of these Terms for each interaction or transaction by You via the Website.

- a. These Terms together with the Third Party Content Terms, any Order You make (if applicable), the Fees (if applicable) and delivery details in relation to the Order and Our privacy policy, which is available on the Website, constitute the entire agreement between the parties relating to the supply of Services to You by Us ("Agreement"). You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Agreement or delivery details. Nothing in this clause 1.a shall limit or exclude any liability for fraud.
- f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms.
- ## 2 Services and Licensed Use
- a. Subject to clauses 6.d, 6.k and 6.l, We shall use all reasonable skill, care and diligence in the performance of the Services. In performing the Services we shall comply with the standards as developed by the *Contingency Information Evaluation (CIE)*.
- b. You shall not hold Yourself out or describe Yourself as Our agent or an agent of any of the Suppliers or as having had any of Your activities endorsed by Us.
- c. Where Content is provided as part of an On-Demand Service, We grant You a non-exclusive, non-transferable licence (without rights to sub-licence to any third party other than End Users) to access and use the On-Demand Service (and any output of that service) for the purposes of viewing the Content for the duration permitted in any Order (subject to any Terminal limits (if appropriate)).
- d. Where Content are provided in printed form or in an electronic format for printing (including Reports). We grant You a non-exclusive, perpetual non-transferable licence (without rights to sub-licence or provide copies or extracts to any third party other than End Users) to use Content in printed form or in an electronic format for printing (including Reports) for Your commercial or non-commercial use, but without any right to copy, modify, extract or re-utilise any information or data within such printed Content other than as expressly set out in this clause 2.d.
- a. Subject always to these Terms, You may, without further charge, make Reports (other than Envirocheck® Reports) available to:
- the owner of the whole or part of the Property Site at the date of the Report;
 - any person who purchases or intends to purchase the whole or part of the Property Site;
 - any person who provides or intends to provide funding secured on the whole or part of the Property Site;
 - any person for whom You act in a professional or commercial capacity in relation to the Property Site; and/or
 - any person who acts for You in a professional or commercial capacity in relation to the Property Site.
- together the "Beneficiaries".
- f. The Beneficiaries shall be entitled to rely on the Report as if it was addressed to them and any such person shall be entitled to enforce these Terms as if they were named in the Order, provided always that the person to whom the Report is made available accepts these Terms.
- g. You shall ensure that acknowledgements of copyright and database right ownership are included in a conspicuous position in all copies of the Content. You may not delete any of Our or the Suppliers' intellectual property protection notices (including without limitation copyright notices or trade marks) from the Content.
- h. You shall not reverse engineer, separate or otherwise tamper with the Content so that Content can be extracted and used for any purpose outside the scope of the Agreement.
- i. If You are a Company or public body, You agree that the licensed use of Content pursuant to the Agreement always excludes its use by any of Your subsidiaries, holding companies or subsidiaries of such holding companies (as such terms are defined in section 1159 of the Companies Act 2006) or by any government entity associated with You (in each case as applicable). You agree, and shall procure, that any such company or entity shall enter into a separate agreement with Us.
- j. All other uses of the Content other than as permitted by the Agreement are prohibited. If You wish to use the Content in a manner which is not authorised by the Terms, then You must contact Us to seek the necessary consents or licences (which may include further licences from the Suppliers), for which there may be additional Fees.
- k. You agree to notify Us should You suspect any infringement of Our or any of Our Supplier's Intellectual Property Rights.
- l. You agree that you will not use the Services (including without limitation Our Websites) in any way that may lead to the encouragement, procurement or carrying out of any criminal or unlawful activity or do anything that may cause damage to the Website or our servers, systems or equipment or those of third parties, use services, any stored data or penetrate or circumvent any Website security measures or attempt to do any such acts.
- ## 3 Intellectual Property, Confidentiality and Privacy Policy
- a. You acknowledge and agree that all Intellectual Property Rights in Content and Our Websites are and shall continue to be owned by Us or Our Suppliers and nothing in the Agreement shall transfer, assign or grant any rights to You (save for the licence as set out above).
- b. The names, images and logos identifying Us, companies in the Landmark group, our partners or third parties and ~~our other products~~ and/or services contained in or sold via the Website are proprietary marks and may not be reproduced or otherwise used without express permission.
- c. Subject to any use of the Content in accordance with these Terms, You acknowledge and agree that You shall, and shall procure that any person to whom You provide access to the Content shall, treat as strictly private and confidential the Services, the Content and all information which they obtain from the Services and Content and you agree to use adequate technical and organisational measures to protect the Content from unauthorised use.
- d. Where mapping is provided by Ordnance Survey, You acknowledge and agree that such mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services. Where mapping is provided by any other Supplier, You acknowledge and agree that such mapping is the copyright of the Supplier and must not be used for any purpose outside the context of the Services.
- e. With regard to Ordnance Survey mapping (other than OS OpenData™ in respect of which see Third Party Content Terms (OS OpenData)), copying in whole or in part by any means or map prints or run-on copies provided with the Services is not permitted without appropriate licensing from the relevant Supplier. You must be in possession of or obtain a valid Ordnance Survey Paper Map Copying Licence if You wish to make any further copies of any Ordnance Survey maps supplied with or forming part of the Services.
- ## 4 Termination
- a. In respect of any Subscription, You may terminate Your Subscription at the end of any given month by providing us with written notice during that month. You will continue to have access to the relevant On-Demand Services for the duration of the month in which the notice is given.
- b. At any time, either party may terminate the Agreement with immediate effect by giving the other party written notice:
- If the other party is in material breach of the Terms and, if such breach is capable of remedy, that party fails to remedy the breach within 30 days of written notice specifying the breach and requiring it to be remedied;

- ii. the other party has a receiver or administrative receiver or administrator appointed over any part of its undertaking or assets or passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or if a court of competent jurisdiction makes an order to that effect or if it becomes subject to an administration order or enter into a voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business or if they are presented with a bankruptcy petition; or
 - iii. if We or a Supplier loses the right to administer Crown copyright and/or Crown database rights in respect of one Ordnance Survey Data.
- c. In the event of the termination or expiry of the Agreement with respect to the Service ordered by You:
- i. You shall, subject to clause 4.c.iii, immediately cease to use the affected Service and Content;
 - ii. You shall, subject to clause 4.c.ii, within 30 days of such termination or expiry, destroy all Content relating to the terminated Service in any media which is in Your possession or control and provide, at Our request, a sworn statement by a duly authorised person that You no longer hold such Content;
 - iii. except in the event of termination by Us under clause 4.b, You may retain Content in an archive following expiry of the Agreement for the sole purpose of addressing a complaint or challenge from a regulator or other third party regarding Your use of such Content during the term of the Agreement. Your rights are on condition that: (a) the archive rights do not apply to Content that include third party Intellectual Property Rights (other than Content provided by Ordnance Survey to the extent that the Intellectual Property Rights in such Content are owned by Ordnance Survey); (b) You shall not disclose Content retained under this clause 4.c.iii to any regulator or other third party except strictly to the extent necessary for the relevant purpose of addressing a complaint or challenge from a regulator or other third party and in paper or read-only electronic format only; (c) You must store such Content separately from any other data which You hold; and (d) subject to clause 6.a, We shall have no liability for Your use of it following termination or expiry of the Agreement; and
 - iv. the parties shall have no further obligations or rights under the Agreement (save in respect of any continued use of publicly accessible Websites), without prejudice to those which have accrued to either party prior to termination or expiry save that the "Definitions", clauses 2.f to 2.k (inclusive), this clause 4.c, clauses 5.d, 6, 7, 9, 10 and 11 together with those other clauses the survival of which is necessary for the interpretation or enforcement of the Agreement or which by their nature can be reasonably interpreted as surviving the expiry or termination of the Agreement, shall continue to have effect after such expiry or termination.

5. Payments

- a. Where You do not pay the Fees at the point of purchase You agree that You will pay the Fees at the rates set out in Our or Our Authorised Reseller's invoice within 30 days of the date of each invoice without deduction, counterclaim or set off. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Us or an Authorised Reseller to provide an element or elements of the Services shall not prejudice Our or an Authorised Reseller's ability to require prompt payment in respect of the Services delivered to You.
- a.i. If You have purchased a Subscription this shall be payable monthly in arrears.
- b. VAT shall be due in addition to any Fees. You shall pay any other applicable indirect taxes related to Your use of the Services.
- c. Neither We nor any Authorised Reseller shall be required to notify You in advance of any amendment to the Fees and the placing of any further Order for Services shall be deemed acceptance of any

revisions to the Fees.

- d. If You fail to pay by the due date any amount due and payable by You under the Agreement, We shall be entitled, but not obliged to, charge You interest on the overdue amount, payable by You immediately on demand, accruing on a daily basis from the due date up to the date of actual payment, after as well as before judgment, at the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and fixed sum compensation under the Late Payment of Commercial Debts Regulations 2002.

5A. Subscriptions

- a. If you are accessing the Services under a Subscription you must:
 - i. ensure that the maximum number of Subscription Users that you authorise to access and use the Services does not exceed the number of Subscriptions purchased from time to time; and
 - ii. not allow any Subscription which has been purchased on a per-username basis to be used by more than one individual Subscription User (unless it has been reassigned in its entirety to another individual Subscription User, in which case the prior Subscription User shall no longer have any right to access or use the Services).
- b. Subscription User's use of the Services must be reasonable and proportionate to enable Us to continue to provide Our services to all of Our customers. If at any time We consider Your use of the Services to be excessive We shall contact You and We reserve the right to restrict Your use to normal limits.
- c. If We consider Your use of the Services to exceed the expected usage levels, based on the number of Subscriptions You have purchased, You shall permit Us to audit Your access and use of the Services in order to establish Your compliance with these Terms.
- d. If any audit referred to in clause 5A.c reveals that any password has been provided to any individual who is not a Subscription User, then we shall be entitled to cancel any such Subscription and/or block the applicable Subscription User account.
- e. If any of the audits referred to in clause 5A.c reveal that You have underpaid Us for any Subscription Fees, then without prejudice to the Our other rights, You shall pay to Us an amount equal to such underpayment within 14 days of the date of the relevant audit.

6. Liability

- a. Nothing in these Terms excludes or limits either party's liability for death or personal injury caused by that party's negligence or wilful default or for fraud, and the remainder of this clause 6 is subject to this provision. If You are a consumer, Your statutory rights (which include, for example, that We will provide the Services to a reasonable standard and within a reasonable time) are not affected by anything in these Terms.
- b. Save as set out in clause 6.a, We shall not be liable to You or to any End User in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 - i. any indirect or consequential losses (which includes any loss that could not have been reasonably expected by You and Us at the time of entering into these Terms);
 - ii. loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; or
 - iii. loss of goodwill or reputation.
- c. Save as set out in clause 6.a, Our total liability to You and/or any End User in contract or tort (including negligence) or for breach of statutory duty shall not exceed:
 - i. in respect of any Services other than the Promap® service, an amount of ten million pounds (£10,000,000) in the aggregate; and
 - ii. in respect of our Promap® service, an aggregate amount of £350,000.

16. The Content that Services are based on is partly derived from third party sources. Therefore, save as set out in clause 6.1 in respect of risk assessments and professional opinions, We do not warrant the accuracy or completeness of any information or Content provided, unless We should reasonably have been alerted to any omission, error or inaccuracy in the Content. Such Content is provided specifically from the sources as described by Us and We do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a Service which resulted from a reasonable interpretation of the Content.
17. You acknowledge and agree that neither You nor any End User shall have any claim or recourse against any Supplier of Third Party Content.
18. You acknowledge and agree that We do not warrant that the online supply of Website, Content or Services or any internet ordering service will be: uninterrupted or error free or provide any particular facilities or functions; free from defects; free from software viruses; free of error from computer malfunction, inaccurate processing; free from corruption of data whilst geo-coding, processing by computer or otherwise; or free from any other source of inaccuracy, or error, although We will use reasonable endeavours to correct any such issues within a reasonable period of them becoming known (which may be limited to notifying the relevant Supplier). We will not be liable to You or to any other person in the event that all or any part of Our Websites is discontinued, modified or changed in any way. Time shall not be of the essence in providing the Website, Content or Services.
19. You acknowledge and agree that no physical inspection of the Property Site reported on is carried out as part of any Services offered by Us and We do not warrant that all land uses or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site for any particular purpose.
20. You acknowledge and agree that any party, other than You or the Beneficiaries, who relies on a Report does so entirely at its own risk, including, without limitation, any insurers. We accept no responsibility and shall not be liable to any such party for any loss caused as a result of any such reliance upon a Report.
21. You acknowledge and agree that We will not be held liable in any way if a Service is used otherwise than as provided for in these Terms and/or in the Report or Service.
22. You acknowledge and agree that the Services have not been prepared to meet Your or anyone else's individual requirements and it is Your responsibility to ensure that the Services ordered are suitable for Your (or the End User's) intended purpose.
23. You acknowledge and agree that You shall, on receipt of a Report, carry out a reasonable inspection to satisfy Yourself that there are no apparent defects or failures with respect to the description and location of the Property Site and shall promptly inform Us if there are any such defects or failures.
24. All liability for any insurance products purchased by You rests solely with the insurer. We do not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that:
- if You Order any such insurance We will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, You acknowledge and agree that You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice;
 - all decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and We accept no liability in this regard; and
 - the provision of a Report does not constitute any indication by Us that insurance will be available on the Property Site.
25. We may provide You with professional opinions or a risk assessment in a Report. You acknowledge and agree that We shall carry out (or procure that third parties carry out) such assessment with reasonable skill and care and that We shall be liable where any such risk assessment is carried out negligently.
26. Neither You, nor any End User or any other person may rely on a Service more than 12 months after it was originally provided.
27. Without limiting Our liability under these Terms for Content that You purchase, while We endeavour to ensure that the information on Our Website is correct, We make no promise nor do We give any warranty or guarantee regarding the accuracy and completeness of the material on Our Website. We may make changes to the material on Our Websites, or to the products and prices described in it, at any time without notice.
28. Without limiting Our liability under these Terms for Content that You purchase, the material on Our Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, We provide you with Our Websites on the basis that all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to Our Websites are excluded. This does not affect Your statutory rights.
29. We shall not be, nor shall any authors be, held liable for any damage or loss that You incur arising from errors or omissions in information provided or for technical problems encountered on Websites or any other websites to which links are established. We do not accept any liability for damage to Your computer or for any loss of data that results from Your use of the Websites and We cannot guarantee that any files that You download are free from viruses, contamination or destructive features or for any problems or inadequacies with Your computer, software, email system, internet facilities, or equipment.
30. Links to other third party websites on Our Websites are provided solely for ease of reference and Your convenience. If You use these links, You leave Our Website. We have not reviewed these third party websites and We do not have any control over, nor are We responsible for, these websites or their content or availability or for the products or services that such third parties may offer. We do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If You decide to access any of the third party websites linked to via Our Websites, You do so entirely at Your own risk. We give no promises or guarantees as to the availability or operation of the links and We shall not be liable for any broken or incorrectly operating link. You are not permitted to create links to Our Websites. Should You wish to link to a Website (whether by way of a hypertext link or framed content), please contact Us. Creation of any link shall be subject to such terms as We may notify from time to time and We reserve the right at any time for any reason to require You to remove or disable any link.
31. You shall use all reasonable endeavours to ensure that End Users are made aware of and agree to the limitations and exclusions or liability set out in this clause 6.
- 7. Contribution – Envirosearch® Residential and Homecheck Professional® Environmental Reports Only**
32. Nothing in this clause 7 shall operate to override or vary the provisions of clause 6. Save where expressly provided and regardless of the result of Reports, this clause 7 shall apply solely to:
- Envirosearch® Residential Reports; and
 - Homecheck Professional® Environmental where Our preferred risk assessment provider certifies that the level of environmental risk identified in the report is not likely to be sufficient for the property to be described as "contaminated land" as defined by section 78(A)(2) of Part IIA of the Environmental Protection Act 1990 and where Our preferred risk assessment provider should have identified such risk.
33. We are prepared to offer, on a discretionary basis without any admission or inference of liability, a contribution towards the costs of

any remediation works required under a Notice (as defined below) on the terms of this clause 7 ("the Contribution") – subject to us reserving the right to withdraw the offer of a contribution at any time.

- c. In the event that a Remediation Notice is served on the First Purchaser or First Purchaser's Lender of a Property Site under Part IIA of the Environmental Protection Act 1990 ("the Notice") We may, at our absolute discretion, contribute to the cost of such works as either the First Purchaser or First Purchaser's Lender (but not both) are required to carry out under the Notice subject to the provisions of this clause 7 and on the following terms:

- i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report;
 - ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;
 - iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site; and
 - iv. the Contribution will not be paid in respect of any of the following: (1) radioactive contamination of whatsoever nature; (2) asbestos or asbestos-containing materials on or in structures or services serving the Property Site. For the avoidance of doubt, We may contribute towards asbestos in the ground; (3) the intentional disregard of or knowing wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint, notice of violation, or notice letter of any Regulatory Authority; (5) any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report; (6) any condition which is caused by acts of war or an act of terrorism; (7) any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure; and/or (8) any losses incurred following a material change in use of, alteration or development of the Property Site.
- d. Without prejudice to Your other rights and remedies under the Agreement, the maximum sum that may be contributed by Us in respect of any Contribution shall be limited to: £100,000 for Homecheck Professional® Reports; £150,000 for Envirosearch® Residential Reports; and £250,000 for RiskView Residential Reports. In the event that more than one Report is purchased on the Property Site the Contribution shall only be considered under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution shall be considered in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them.
- e. We shall only consider a Contribution where the Notice is served within 36 months of the issue date of the Report.
- f. Any rights to a Contribution under this clause 7 are not assignable in the event of a sale of the Property Site and We shall not make any Contribution after the date of completion of such sale.
- g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Us in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all Our reasonable requirements with regard to the remediation and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Our prior written consent to any estimates for such works or complying with any other reasonable request by Us, We shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Us the First Purchaser or First Purchaser's Lender (as applicable) shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice.

- h. In the event that the First Purchaser or First Purchaser's Lender receives any communication from a statutory authority to the effect that there is an intent to serve a notice received under Part IIA of the Environmental Protection Act 1990 You shall use reasonable endeavours to ensure that they advise Us within a maximum period of two months from receipt of such communication. This clause 7.h and the service of any notice under it shall not affect the provisions of clauses 7.e and 7.g, and any such communications, even if advised to Us will not operate as notice under clause 7.e.

8. Assignment and Sub-contracting

- a. We shall be entitled to assign or transfer the Agreement.
- b. The Agreement is personal to You. You shall not assign, transfer, sub-licence or otherwise deal with any of Your rights and obligations under the Agreement without Our prior written consent.
- c. We may authorise or allow Our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.

9. Events Beyond Our Control

- a. Neither party to the Agreement shall be liable for any delay or failure to perform their obligations caused by any circumstance beyond their control, and such party shall be entitled to a reasonable extension of time for the performance of such obligation.

10. Complaints and Dispute Resolution

- a. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at Our registered office. We will (or Our agents will) respond to any such complaints in writing as soon as practicable. Alternatively you may wish to make a complaint to The Property Ombudsman by contacting them at <https://www.fpos.co.uk/>.
- b. If any Dispute arises out of or in connection with the Terms of the Agreement or their validity ("Dispute") the parties undertake, subject to clause 10.c, that prior to commencement of court proceedings they will participate in good faith to settle such Dispute by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution. To initiate the mediation a party shall give notice in writing to the other party to the dispute requesting a mediation. The mediation will start not later than 21 days after the date of service of such notice. If the Dispute has not been resolved to the mutual satisfaction of the parties within 60 days (or such other period as they shall agree) after the date of service of such notice then either party may refer the Dispute to the courts in accordance with clause 11.f.
- c. Clause 10.b shall be without prejudice to the rights of termination stated in clause 4.b and in addition shall not prevent Us from:
 - i. applying for injunctive relief in the case of: (1) breach or threatened breach of confidentiality; or (2) infringement or threatened infringement of Our or Our Suppliers' Intellectual Property Rights; or
 - ii. pursuing a debt claim for the payment of the Fees.

11. General

- a. If any provision of the Agreement is found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from the Agreement and never to have formed part of the Agreement and the remaining provisions shall continue in full force and effect.
- b. No delay, failure or omission on Our, or any Supplier's, part in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law shall be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy, nor shall any single or partial exercise of any such right, power, privilege, claim or remedy preclude

the exercise of that or any other right, power, privilege, claim or remedy.

- c. Our privacy policy as displayed on Our Website and updated from time to time governs the use that We shall make of any information provided by You or an End User.
- d. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Agreement and We shall not be liable to any such third party in respect of the Products, save that any ~~third party may enforce any of these terms and conditions against You in~~ accordance with the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provisions of the Agreement, We may rescind or vary the Agreement in accordance with its terms without the consent of the Suppliers and accordingly section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- e. You shall ensure that each End User agrees to comply with and is bound by the Terms and shall procure that We may in Our own right enforce such terms and conditions against the End User pursuant to the Contracts (Rights of Third Parties) Act 1999.
- f. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and, subject to clause 10.b, each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

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APPENDIX C

Initial CSM

Plot 3A Kingmoor Park

Initial Conceptual Site Model and Preliminary Risk assessment

Source	Pathway	Receptor	Risk Matrix Assessment	Assessment of Linkage Significance/Potential Mitigation Measures
Contaminated Soils and Groundwater from historical and current on-site sources.	Direct Ingestion, direct contact and inhalation of dust, vapours and liquids	Future site users	Low	Made Ground materials may be present in the small developed areas of the site in the south-east and south-west quadrants and they are likely to have been uncontrolled in nature. However, any such materials are likely present in small volumes and are not considered to represent a high risk to future site users.
		Construction workers	Low	Site workers to wear appropriate PPE and adopt appropriate hygiene and safe working practice where Made Ground materials are confirmed to be present.
	Leaching and vertical and lateral migration	Controlled waters	Low	Leaching through near surface Made Ground materials could have impacted the Secondary A aquifer. Significant impact is however, considered to be unlikely due to the likely low volume of any such materials and the presence of concrete hardstanding.
	Direct infiltration in water supply pipes	Service Conduits	Low	Considered to be low risk due as the majority of the site is agricultural in nature.
	Plant uptake	Vegetation within soft landscape areas	Very Low	Some phytotoxic contamination possible in near surface soils; however, the risk is considered to be very low.
	Lateral migration through groundwater	Off-site neighbouring properties	Low	Off-site groundwater migration risks to nearby properties are considered to be low due to the low potential for significant on-site contamination that might impact controlled waters.

Source	Pathway	Receptor	Risk Matrix Assessment	Assessment of Linkage Significance/Potential Mitigation Measures
Potentially contaminated groundwater : migration from off-site sources onto site	Direct contact or ingestion and inhalation of dust and vapours	Future site users	Low	Some contaminant impact to groundwater may have occurred to the west when that area was part of ROF Wrexham. However, the risk of contaminant migration within the groundwater system is considered to be low due to the low permeability nature of the natural formation and the period of time that has elapsed since the facility was operational.
	Vertical and lateral migration	Controlled waters	Very Low	As above.
Ground gases generated on-site	Vertical and lateral migration	Buildings and human occupiers	Very Low	Potentially some ground gases may be being generated within any Made Ground materials present within the south-east and south-western quadrants; however, these are likely to be low in volume and rate.
Ground gas migration onto site from off-site sources	Lateral migration	Buildings and human occupiers	Very Low	No significant nearby sources other than small infilled ponds.
High sulphate and low pH in site soils	Direct contact and within shallow groundwater	Below ground concrete	Low	No apparent source.