

7. Contacts

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emapsite™

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BGS Geological Hazards Reports and general geological enquiries



British Gypsum

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The Coal Authority

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Acknowledgements

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This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.

Standard Terms and Conditions

1 Definitions

In these conditions unless the context otherwise requires:

- "Beneficiary" means the Client or the customer of the Client for whom the Client has procured the Services.
- "Commercial" means any building which is not Residential.
- "Commission" means an order for Consultancy Services submitted by a Client.
- "Consultancy Services" mean consultancy services provided by GroundSure including, without limitation, carrying out interpretation of third party and in-house environmental data, provision of environmental consultancy advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.
- "Content" means any data, database or other information contained in a Report or Mapping which is provided to GroundSure by a Data Provider.
- "Contract" means the contract between GroundSure and the Client for the performance of the Services which arises upon GroundSure's acceptance of an Order or Commission and which shall incorporate these conditions, the relevant GroundSure User Guide, proposal by GroundSure and the content of any subsequent report, and any agreed amendments in accordance with clause 11.
- "Client" means the party that submits an Order or Commission.
- "Data Provider" means any third party providing Content to GroundSure.
- "Data Report" means reports comprising factual data with no professional interpretation in respect of the level of likely risk and/or liability available from GroundSure.
- "GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028 and whose registered office is at Greater London House, Hampstead Road, London NW1 7EJ.
- "Intellectual Property" means any patent, copyright, design rights, service marks, moral rights, data protection rights, know-how, trademark or any other intellectual property rights.
- "Mapping" an historical map or a combination of historical maps of various ages, time periods and scales available from GroundSure.
- "Order" means an order form submitted by the Client requiring Services from GroundSure in respect of a specified Site.
- "Order Website" means online platform via which Orders may be placed.
- "Report" means a Risk Screening Report or Data Report for commercial or residential property available from GroundSure relating to the Site prepared in accordance with the specifications set out in the relevant User Guide.
- "Residential" means any building used as or suitable for use as an individual dwelling.
- "Risk Screening Report" means one of GroundSure's risk screening reports, comprising factual data with interpretation in respect of the level of likely risk and/or liability, excluding "Consultancy Services".
- "Services" means the provision of any Report, Mapping or Consultancy Services which GroundSure has agreed to carry out for the Client/Beneficiary on these terms and conditions in respect of the Site.
- "Site" means the landsite in respect of which GroundSure provides the Services.
- "User Guide" means the relevant current version of the user guide, available upon request from GroundSure.

2 Scope of Services

- 2.1 GroundSure agrees to carry out the Services in accordance with the Contract and to the extent set out therein.
- 2.2 GroundSure shall exercise all the reasonable skill, care and diligence to be expected of experienced environmental consultants in the performance of the Services.
- 2.3 The Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in the Contract.
- 2.4 Terms and conditions appearing on a Client's order form, printed stationery or other communication, including invoices, to GroundSure, its employees, servants, agents or other representatives or any terms implied by custom, practice or course of dealing shall be of no effect and these terms and conditions shall prevail over all others.
- 2.5 In the event that a Client/Beneficiary opts to take out insurance in conjunction with or as a result of the Services, such insurance shall be subject solely to the terms of any policy issued to it in that respect and GroundSure will have no liability therefor.
- 2.6 GroundSure's quotations/proposals are valid for a period of 30 days only. GroundSure reserves the right to withdraw any quotation at any time before GroundSure accepts an Order or Commission. GroundSure's acceptance of an Order or Commission shall be effective only where such acceptance is in writing and signed by GroundSure's authorised representative or where accepted via GroundSure's Order Website.

3 The Client's obligations

- 3.1 The Client shall ensure the Beneficiary complies with and is bound by the terms and conditions set out in the Contract and shall provide that GroundSure may in its own right enforce such terms and conditions against the Beneficiary pursuant to the Contracts (Rights of Third Parties) Act 1999. The Client shall be liable for all breaches of the Contract by the Beneficiary as if they were breaches by the Client. The Client shall be solely responsible for ensuring that the Report/Mapping ordered is appropriate and suitable for the Beneficiary's needs.
- 3.2 The Client shall (or shall procure that the Beneficiary shall) supply to GroundSure as soon as practicable and without charge all information necessary and accurate relevant data including any specific and/or unusual environmental information relating to the Site known to the Client/Beneficiary which may pertain to the Services and shall give such assistance as GroundSure shall reasonably require in the performance of the Services (including, without limitation, access to a Site, facilities and equipment as agreed in the Contract).
- 3.3 Where Client/Beneficiary approval or decision is required, such approval or decision shall be given or procured in reasonable time as not to delay or disrupt the performance of any other part of the Services.
- 3.4 The Client shall not and shall not knowingly permit the Beneficiary to, save as expressly permitted by these terms and conditions, re-sell, alter, add to, amend or use out of context the content of any Report, Mapping or, in respect of any Services, information given by GroundSure. For the avoidance of doubt, the Client and Beneficiary may make the Report, Mapping or GroundSure's findings available to a third party who is considering acquiring the whole or part of the Site, or providing funding in relation to the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.
- 3.5 The Client is responsible for maintaining the confidentiality of its user name and password if using GroundSure's internet ordering service and accepts responsibility for all activity that occurs under such account and password.

4 Reliance

- 4.1 Upon full payment of all relevant fees and subject to the provisions of these terms and conditions, the Client and Beneficiary are granted an irrevocable royalty-free licence to access the information contained in a Report, Mapping or in a report prepared by GroundSure in respect of or arising out of Consultancy Services. The Services may only be used for the benefit of the Client and those persons listed in clauses 4.2 and 4.3.
- 4.2 In relation to Data Reports, Mapping and Risk Screening Reports, the Client shall be entitled to make Reports available to (i) the Beneficiary, (ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate), (iv) the first purchaser or first tenant of the Site (v) the professional advisers and lenders of the first purchaser or tenant of the Site. Accordingly GroundSure shall have the same duties and obligations to those persons in respect of the Services as it has to the Client and those persons shall have the benefit of any of the Client's rights under the Contract as if those persons were parties to the Contract. For the avoidance of doubt, the limitations of GroundSure's liability as set out in clauses 7 and 11.6 shall apply.
- 4.3 In relation to Consultancy Services, reliance shall be limited to the Client, Beneficiary and named parties on the Report.
- 4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise agreed in writing with GroundSure, any other party considering the information supplied by GroundSure as part of the Services, including (but not limited to) insurance underwriters, does so at their own risk and GroundSure has no legal obligations to such party unless otherwise agreed in writing.
- 4.5 The Client shall not and shall not knowingly permit any person (including the Beneficiary) who is provided with a copy of any Report, (except as permitted herein or by separate agreement with GroundSure) to: (a) remove, suppress or modify any trade mark, copyright or other proprietary marking from the Report or Mapping; (b) create any product which is derived directly or indirectly from the data contained in the Report or Mapping; (c) combine the Report or Mapping with, or incorporate the Report or Mapping into any other information data or service; or (d) re-format or otherwise change (whether by modification, addition or enhancement) data or images contained in the Report or Mapping.
- 4.6 Notwithstanding clause 4.5, if the Client acts in a professional capacity, it may make reasonable use of a Report and/or findings made as a result of Consultancy Services to advise Beneficiaries. However, GroundSure shall have no liability in respect of any opinion or report given to such Beneficiaries by the Client or a third party.

5 Fees and Disbursements

- 5.1 GroundSure shall charge the Client fees at the rate and frequency specified in the Contract together, in the case of Consultancy Services, with all proper disbursements incurred by GroundSure in performing the Services. For the avoidance of doubt, the fees payable for the Services are as set out in GroundSure's written proposal, Order Website or Order acknowledgement form. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services.
- 5.2 Unless GroundSure requires prepayment, the Client shall promptly pay all fees disbursements and other monies due to GroundSure in full without deduction, counterclaim or set off together with such value added tax or other tax as may be required within 30 days from the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). GroundSure reserves the right to charge interest which shall accrue on a daily basis from 30 days after the date of Payment Date until the date of payment (whether before or after judgment) at the rate of five per cent per annum above the Bank of England base rate from time to time.
- 5.3 In the event that the Client disputes the amount payable in respect of GroundSure's invoice it shall notify GroundSure no later than 28 days after the date thereof that it is in dispute. In default of such notification the Client shall be deemed to have agreed the amount thereof. As soon as reasonably practicable following receipt of a notification in respect of any disputed invoice, a member of the management team at GroundSure shall contact the Client and the parties shall use all reasonable endeavours to resolve the dispute.

6 Intellectual Property

- 6.1 Subject to the provisions of clause 4.1, the Client and the Beneficiary hereby acknowledge that all Intellectual Property in the Services and Content are and shall remain owned by either GroundSure or the Data Providers and nothing in these terms purports to transfer or assign any rights to the Client or the Beneficiary in respect of the Intellectual Property.
- 6.2 The Client shall acknowledge the ownership of the Content where such Content is incorporated or used in the Client's own documents, reports, systems or services whether or not these are supplied to a third party.
- 6.3 Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.
- 6.4 The Client acknowledges that the proprietary rights subsisting in copyright, database rights and any other intellectual property rights in respect of any data and information contained in any Report are and shall remain (subject to clause 11.1) the property of GroundSure and/or any third party that has supplied data or information used to create a Report, and that these conditions do not purport to grant, assign or transfer any such rights in respect thereof to a Client and/or a Beneficiary.
- 6.5 The Client and each of the parties set out in clause 4.2 are permitted to make up to 8 (commercial) or 2 (residential) printed copies of the Report only. Further copies of the Report may not be made in whole or in part without the prior written permission of GroundSure who shall be entitled to make a charge for each additional copy.
- 6.6 The Client shall (and shall procure that any recipients of the Report as permitted under clause 4.2 shall):
 - (i) not remove, suppress or modify any trademark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;
 - (ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

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

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

(v) not reformat or otherwise change (whether by modification, addition or enhancement), data contained in the Services (save that those acting in a professional capacity to the Beneficiary shall not be in breach of this clause 6.6(v) where such reformatting is in the normal course of providing advice based upon the Services), in each case of parts (iii) to (v) inclusive, whether or not such product or report is produced for commercial profit or not.

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

7. Liability

7.1 Nothing in these terms and conditions shall limit GroundSure's liability for causing death or personal injury through negligence or willful default.

7.2 Save as otherwise set out in these conditions, any information provided by one party ("Disclosing Party") to the other party ("Receiving Party") shall be treated as confidential except so far as authorised by the Disclosing Party to provide such information in whole or in part to a third party.

7.3 Nothing in these conditions shall affect the statutory rights of a consumer under the applicable consumer protection legislation from time to time.

7.4 In relation to Data Reports, Mapping and Risk Screening Reports, GroundSure's liability under the Contract shall cease upon the expiry of six years from the date when the Beneficiary became aware that it may have a claim against GroundSure in respect of the Services provided always that there shall be no liability at the expiration of twelve years from the completion of the Contract. For the avoidance of doubt, any claims in respect of which proceedings are notified to GroundSure in writing prior to the expiry of the time periods referred to in this clause shall survive the expiry of those time periods provided any such claim is actually commenced within six months of notification.

7.5 In relation to Consultancy Services GroundSure's liability under the Contract shall cease upon the expiry of six years from the date the Services were completed.

7.6 GroundSure shall not be liable to the Client or any person to whom the Client provides a copy of a Data Report, Mapping or Risk Screening Report in any circumstances whatsoever unless arising out of a breach on its part of the obligations set out in the Contract.

7.7 GroundSure shall not be liable if the Data Reports, Mapping or Risk Screening Report are used otherwise than as provided or referred to in these conditions and the relevant User Guide.

7.8 Subject to the provisions of clause 7.3, GroundSure makes no representation, warranties, express or implied, as to the accuracy, reliability, completeness, validity or fitness for purpose of any Content and shall not be liable for any omission, error or inaccuracy in relation thereto unless GroundSure should reasonably have been alerted to any omission, error or inaccuracy in the Content.

7.9 Subject to the provisions of clause 7.1 and irrespective of whether multiple parties make use of the same Services the total liability of GroundSure under or in connection with the Contract, whether in contract in tort for breach of statutory duty or otherwise shall not exceed £10 million per claim or series of connected claims.

7.10 Whilst GroundSure will use all reasonable endeavours to maintain operability of its internet ordering service it will not be liable for any loss or damages caused by a delay or loss of use of such service. The Client shall use GroundSure's internet ordering service at its own risk. GroundSure shall not be responsible for any damage to a Client or permitted assignee's computer, software, modem, telephone or other property resulting from the use of GroundSure's internet ordering service.

7.11 The Client accepts, and shall use all reasonable endeavours to procure that anyone who is provided with a copy of the Report accepts, that it has no claim or recourse to any Data Provider or to GroundSure in respect of the acts or omissions of such Data Providers including Content supplied by them.

7.12 GroundSure shall provide the Services using reasonable skill and care, however, GroundSure shall not be liable for any inaccurate statement or risk rating in a Report which resulted from a reasonable interpretation of the Content.

7.13 Subject to clause 7.1, GroundSure shall not be liable to the Client, the Beneficiary or any third party in contract, tort (including, without limitation, negligence) or for misrepresentation or breach of statutory duty or otherwise in respect of any loss of profits, goodwill, revenue or opportunity, or any indirect or consequential loss (even if such loss was reasonably foreseeable).

7.14 GroundSure undertakes for the duration of the liability periods referred to in clauses 7.4 and 7.5 to maintain professional indemnity insurance in respect of its liabilities under this Contract. GroundSure shall produce evidence of such insurance if requested by the Client. A greater level of cover may be available upon request and agreement with the Client.

8. GroundSure right to suspend or terminate

8.1 In the event that GroundSure reasonably believes that the Client or Beneficiary as applicable has not provided the information or assistance required to enable the proper performance of the Services, GroundSure shall be entitled on fourteen days written notice to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure may additionally terminate the Contract immediately on written notice in the event that:

(i) the Client shall fail to pay any sum due to GroundSure within 28 days of the Payment Date; or

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

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

(iv) the Client or the Beneficiary breaches any material term of the Contract (including, but not limited to, the obligations in clause 4) incapable of remedy or if remediable, is not remedied within 14 days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to clause 10.2, the Client may at any time after commencement of the Services by notice in writing to GroundSure require GroundSure to terminate or suspend immediately performance of all or any of the Services.

9.2 The Client waives all and any right of cancellation it may have under the Consumer Protection (Distance Selling) Regulations 2000 (as amended) in respect of the Order of a Report/Mapping. This does not affect the Beneficiary's statutory rights.

10. Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination or any suspension of the Services, GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client/Beneficiary any property of the Client/ Beneficiary in GroundSure's possession or control.

10.2 In the event of termination/suspension of the Contract under clauses 8 or 9, the Client shall pay to GroundSure all and any fees payable in respect of the performance of the Services up to the date of termination/suspension. In respect of any Consultancy Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination/suspension of the Contract.

11. General

11.1 The mapping contained in the Services is protected by Crown copyright and must not be used for any purpose outside the context of the Services or as specifically provided in these terms.

11.2 GroundSure reserves the right to amend these terms and conditions. No variation to these terms shall be valid unless signed by an authorised representative of GroundSure.

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

11.4 Save as expressly provided in clauses 4.2, 4.3, 6.3 and 11.5, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

11.5 The Secretary of State for Communities and Local Government acting through Ordnance Survey may enforce breach of clause 6.1 of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

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

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Data Providers; or

(viii) changes in law.

11.7 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

11.8 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email and on the second working day after the day of posting if sent by first class post.

11.9 The Contract constitutes the entire contract between the parties and shall supersede all previous arrangements between the parties.

11.10 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provision shall not in any way be tainted or impaired.

11.11 These terms and conditions shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts.

11.12 If the Client or Beneficiary has a complaint about the Services, notice can be given in any format eg writing, phone, email to the Compliance Officer at GroundSure who will respond in a timely manner.

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EmapSite
Masdar House, ,
Eversley, RG27 0RP

GroundSure Reference:	EMS-139229_199277
Your Reference:	EMS_139229_199277
Report Date:	Sep 27, 2011
Report Delivery Method:	Email - pdf
Client Email:	sales@emapsite.com

GroundSure EnviroInsight

Address: wrexham

Dear Sir/Madam,

Thank you for placing your order with emapsite. Please find enclosed the GroundSure EnviroInsight as requested

If you would like further assistance regarding this report then please contact the emapsite customer services team on 0118 9736883 quoting the above report reference number.

Yours faithfully,

emapsite customer services team

Enc.
GroundSure EnviroInsight

emapsite™

Aerial Photograph of Study Site



Site Name: wrexham
Grid Reference: 339232,350747
Size of Site: 21.66 ha

Aerial photography supplied by Getmapping PLC.
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Overview of Findings

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

Report Section	Number of records found within (X) m of the study site boundary					
1. Environmental Permits, Incidents and Registers	on-site	0-50	51-250	251-500	501-1000	1000-1500
1.1 Industrial Sites Holding Environmental Permits and/or Authorisations						
Records of historic IPC Authorisations	0	0	5	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	4	6	0	-	-
Records of Water Industry Referrals (potentially harmful discharges to the public sewer)	0	0	0	0	-	-
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters)	0	0	0	0	-	-
Records of List 1 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of List 2 Dangerous Substances Inventory sites	0	0	0	0	-	-
Records of Part A(2) and Part B Activities and Enforcements	0	0	0	0	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	3	1	0	-	-
Records of Licensed Discharge Consents	0	3	5	8	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0		
1.2 Records of COMAH and NIHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
National Incidents Recording System, List 2	0	0	0	-	-	-
National Incidents Recording System, List 1	0	0	0	-	-	-
1.4 Sites Determined as Contaminated Land under Part IIA EPA 1990	0	0	0	0	-	-
2. Landfill and Other Waste Sites	on-site	0-50	51-250	251-500	501-1000	1000-1500
2.1 Landfill Sites						
Environment Agency Registered Landfill Sites	0	0	0	0	2	-
Landfill Data – Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	1	1
Landfill Data – Non-Operational Landfill Sites	0	0	0	0	1	-
BGS/DoE Landfill Site Survey	0	0	0	0	0	0
GroundSure Local Authority Landfill Sites Data	0	0	0	0	0	0
2.2 Landfill and Other Waste Sites Findings						
Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Non-Operational Waste Treatment, Transfer and Disposal Sites	0	0	0	0	-	-
Environment Agency Licensed Waste Sites	0	0	1	3	17	9

3. Current Land Uses	on-site	0-50	51-250	251-500	501-1000	1000-1500
3.1 Current Industrial Sites Data	0	1	16	-	-	-
3.2 Records of Petrol and Fuel Sites	0	1	0	0	-	-
3.3 Underground High Pressure Oil and Gas Pipelines	0	0	0	0	-	-

4. Geology	Description
4.1 Are there any records of Artificial Ground and Made Ground present beneath the study site? *	No
4.2 Are there any records of Superficial Ground and Drift Geology present beneath the study site? *	Yes
4.3 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section. Source: Scale: 1:50,000 BGS Sheet 122	

* This includes an automatically generated 50m buffer zone around the site.

5. Hydrogeology and Hydrology	on-site	0-50	51-250	251-500	501-1000	1001-2000
5.1 Are there any records of Productive Strata in the Superficial Geology within 500m of the study site?				Yes		
5.2 Are there any records of Productive Strata in the Bedrock Geology within 500m of the study site?				Yes		
5.3 Groundwater Abstraction Licences (within 1000m of the study site).	0	0	0	0	2	-
5.4 Surface Water Abstraction Licences (within 1000m of the study site).	0	0	0	0	0	-
5.5 Potable Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
5.6 Are there any Source Protection Zones within 500m of the study site?					Yes	
5.7 River Quality	on-site	0-50	51-250	251-500	501-1000	1001-1500
Is there any Environment Agency information on river quality within 1500m of the study site?	No	No	No	No	No	Yes
5.8 Detailed River Network entries within 500m of the site	3	0	6	7	-	-
5.9 Surface water features within 250m of the study site	Yes	Yes	Yes	-	-	-

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

7. Designated Environmentally Sensitive Sites	on-site	0-50	51-250	251-500	501-1000	1001-1500
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.2 Records of National Nature Reserves (NNR)	0	0	0	0	-	-

7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	-	-
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	-	-
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	-	-
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	-	-
7.6 Records of Ramsar sites	0	0	0	0	-	-
7.7 Records of World Heritage Sites	0	0	0	0	-	-
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	-	-
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	-	-
7.10 Records of National Parks	0	0	0	0	-	-
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	-	-
7.12 Records of Nitrate Vulnerable Zones	0	0	0	0	-	-

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?

Very Low

9. Mining

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

Yes

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

Negligible

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

No

Using this Report

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

1. Environmental Permits, Incidents and Registers

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

2. Landfills and Other Waste Sites

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

3. Current Land Uses

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

4. Geology

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

5. Hydrogeology and Hydrology

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

6. Flooding

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

7. Designated Environmentally Sensitive Sites

Provides information on the Sites of Special Scientific Interest (SSSI), National Nature Reserves (NNR), Special Areas of Conservation (SAC), Special Protection Areas (SPA), Ramsar sites, Local Nature Reserves (LNR), Areas of Outstanding Natural Beauty (AONB), National Parks (NP), Environmentally Sensitive Areas, Nitrate Sensitive Areas, Nitrate Vulnerable Zones and World Heritage Sites. These searches are conducted using radii of up to 500m.

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.

10. Contacts

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

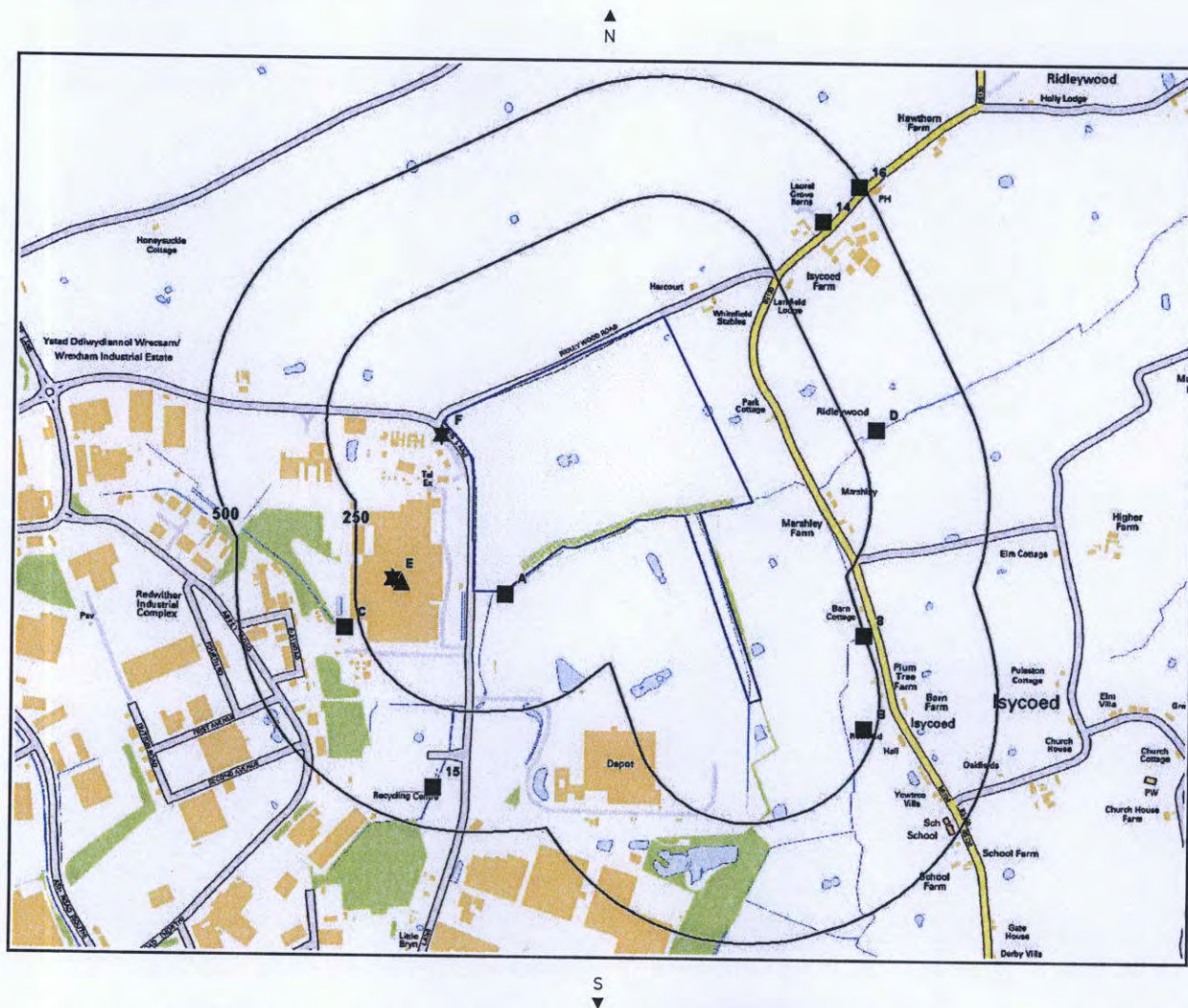
Note: Maps

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

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

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

1. Environmental Permits, Incidents and Registers Map



Authorisations, Incidents and Registers Legend

Enabled by Ordnance Survey

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

1.Environmental Permits, Incidents and Registers

1.1 Industrial Sites Holding Licences and/or Authorisations

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

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

5

The following IPC Authorisations are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details
46E	173.0	W	338800, 350500	Operator: Owens Corning Fiberglas (gb) Ltd Address: Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU Process: Manufacture And Use Of Organic Chemicals Permit Number: AK5407 Original Permit Number: IPCAPP Date Approved: 18-2-1994 Effective Date: 28-2-1994 Status: Superseded By Variation
47E	173.0	W	338800, 350500	Operator: Owens Corning Fiberglas (gb) Ltd Address: Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU Process: Manufacture And Use Of Organic Chemicals Permit Number: BC6713 Original Permit Number: IPCMINVAR Date Approved: 24-11-1998 Effective Date: 30-11-1998 Status: Revoked
48E	173.0	W	338800, 350500	Operator: Owens Corning Fiberglas (gb) Ltd Address: Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU Process: Other Mineral Fibres Permit Number: AG1425 Original Permit Number: IPCAIRAPP Date Approved: 8-4-1993 Effective Date: 8-4-1993 Status: Superseded By Variation
49E	173.0	W	338800, 350500	Operator: Owens Corning Fiberglas (gb) Ltd Address: Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU Process: Other Mineral Fibres Permit Number: BC5539 Original Permit Number: IPCMINVAR Date Approved: 24-11-1998 Effective Date: 30-11-1998 Status: Superseded By Variation
50E	173.0	W	338800, 350500	Operator: Owens Corning Fiberglas (gb) Ltd Address: Bryn Lane, Wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU Process: Other Mineral Fibres Permit Number: BG0342 Original Permit Number: IPCMINVAR Date Approved: 21-9-2001 Effective Date: 15-10-2001 Status: Revoked

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

10

The following Part A(1) and IPPC Authorised Activities are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details
36F	23.0	SW	338900, 350800	Operator: Kellogg Co (gb) Ltd Installation Name: Wrexham, Breakfast Cereals Process: OTHER WASTE DISPOSAL; ON SITE EFFLUENT TREATMENT PLANT DISCHARGING =>300 M CUBED PER DAY Permit Number: BV8016ID Original Permit Number: BV8016ID EPR Reference: - Issue Date: - Effective Date: - Last date noted as effective: 2005-04-01 Status: Determination
37F	23.0	SW	338900, 350800	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: OTHER WASTE DISPOSAL; NON-HAZARDOUS WASTE >50T/D BY BIOLOGICAL TREATMENT Permit Number: BV8016ID Original Permit Number: BV8016ID EPR Reference: - Issue Date: 9/11/2005 Effective Date: 9/11/2005 Last date noted as effective: 2011-08-08 Status: Superseded

38F	23.0	SW	338900, 350800	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: ANIMAL VEGETABLE AND FOOD; TREATING ETC VEGETABLE RAW MATERIALS FOR FOOD >300T/D	Permit Number: BV8016ID Original Permit Number: BV8016ID EPR Reference: - Issue Date: 9/11/2005 Effective Date: 9/11/2005 Last date noted as effective: 2011-08-08 Status: Superceded
39F	23.0	SW	338900, 350800	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: COMBUSTION; ANY FUEL =>50MW	Permit Number: BV8016ID Original Permit Number: BV8016ID EPR Reference: - Issue Date: 9/11/2005 Effective Date: 9/11/2005 Last date noted as effective: 2011-08-08 Status: Superceded
40E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: ANIMAL VEGETABLE AND FOOD; TREATING ETC VEGETABLE RAW MATERIALS FOR FOOD >300T/D	Permit Number: VP3832KF Original Permit Number: BV8016ID EPR Reference: - Issue Date: 23/3/2010 Effective Date: 23/3/2010 Last date noted as effective: 2011-08-08 Status: Effective
41E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: OTHER WASTE DISPOSAL; NON-HAZARDOUS WASTE >50T/D BY BIOLOGICAL TREATMENT	Permit Number: KP3135LW Original Permit Number: BV8016ID EPR Reference: - Issue Date: 5/5/2006 Effective Date: 5/5/2006 Last date noted as effective: 2011-08-08 Status: Superceded
42E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: ANIMAL VEGETABLE AND FOOD; TREATING ETC VEGETABLE RAW MATERIALS FOR FOOD >300T/D	Permit Number: KP3135LW Original Permit Number: BV8016ID EPR Reference: - Issue Date: 5/5/2006 Effective Date: 5/5/2006 Last date noted as effective: 2011-08-08 Status: Superceded
43E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: COMBUSTION; ANY FUEL =>50MW	Permit Number: KP3135LW Original Permit Number: BV8016ID EPR Reference: - Issue Date: 5/5/2006 Effective Date: 5/5/2006 Last date noted as effective: 2011-08-08 Status: Superceded
44E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: OTHER WASTE DISPOSAL; NON-HAZARDOUS WASTE >50T/D BY BIOLOGICAL TREATMENT	Permit Number: VP3832KF Original Permit Number: BV8016ID EPR Reference: - Issue Date: 23/3/2010 Effective Date: 23/3/2010 Last date noted as effective: 2011-08-08 Status: Effective
45E	153.0	W	338820, 350490	Operator: Kellogg Company Of Great Britain Ltd Installation Name: Wrexham, Breakfast Cereals Process: COMBUSTION; ANY FUEL =>50MW	Permit Number: VP3832KF Original Permit Number: BV8016ID EPR Reference: - Issue Date: 23/3/2010 Effective Date: 23/3/2010 Last date noted as effective: 2011-08-08 Status: Effective

Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within 500m of the study site: 0

Database searched and no data found.

Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) within 500m of the study site: 0

Database searched and no data found.

Report Reference: EMS-139229_199277

Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site: 0

Database searched and no data found.

Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site: 0

Database searched and no data found.

Records of Category 3 or 4 Radioactive Substance Licences within 500m of the study site: 4

The following RAS Licence (3 or 4) records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance [m]	Direction	Address	Operator	Type	Permission Number	Dates	Status
51F	23.0	SW	Kellogg Co (gb) Ltd, Bryn Lane,wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT	Kellogg Co (gb) Ltd	Keeping And Use Of Radioactive Materials (was Rsa60 Section 1).	AQ8964	Date of Approval:3 1-3-1991 Effective from:31- 3-1991 Last date of update:20 03-12-01	Supersed ed By Variation
52F	23.0	SW	Kellogg Co (gb) Ltd, Bryn Lane,wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT	Kellogg Co (gb) Ltd	Keeping And Use Of Radioactive Materials (was Rsa60 Section 1).	AQ8964	Date of Approval:2 1-4-1995 Effective from:21- 4-1995 Last date of update:20 03-12-01	Supersed ed By Variation
53F	23.0	SW	Kellogg Co (gb) Ltd, Bryn Lane,wrexham Industrial Estate, Wrexham, Clwyd, LL13 9UT	Kellogg Co (gb) Ltd	Keeping And Use Of Radioactive Materials (was Rsa60 Section 1).	AQ8964	Date of Approval:5 -8-1999 Effective from:6-8- 1999 Last date of update:20 03-12-01	Revoked/ cancelled
54E	173.0	W	Owens Corning Fiberglas (gb) Ltd, Bryn Lane,wrexham Industrial Estate, Wrexham, Clwyd, LL13 9JU	Owens Corning Fiberglas (gb) Ltd	Keeping And Use Of Radioactive Materials (was Rsa60 Section 1).	AX4149	Date of Approval:- Effective from:- Last date of update:20 01-06-01	-

Records of Licensed Discharge Consents within 500m of the study site: 16

The following Licensed Discharge Consents records are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details	
1A	8.0	S	339040, 350470	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Trade Discharges - Unspecified Permit Number: CM0083601 Permit Version: 1	Receiving Water: Unnamed Trib Of River Dee Status: Revoked - Unspecified Issue date: 8/2/1978 Effective Date: 8/2/1978 Revocation Date: 29/9/1985
2A	8.0	S	339040, 350470	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Trade Discharges - Unspecified Permit Number: CM0083601 Permit Version: 2	Receiving Water: Unnamed Trib Of River Dee Status: Revoked - Unspecified Issue date: 30/9/1985 Effective Date: 30/9/1985 Revocation Date: 5/7/1994
3A	8.0	S	339040, 350470	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Trade Discharges - Unspecified Permit Number: CM0083601 Permit Version: 3	Receiving Water: Unnamed Trib Of River Dee Status: Revoked (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 6/7/1994 Effective Date: 6/7/1994 Revocation Date: 9/11/2005
4B	225.0	E	339800, 350200	Address: Plot 1, Lilac Cottage (2) The Willo, Plot 1, Lilac Cottage (2) The Wi, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Wrexham , Effluent Type: Unspecified Permit Number: CG0346301 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent, By Application (wra 91, Section 88) Issue date: - Effective Date: - Revocation Date: -
5B	225.0	E	339800, 350200	Address: Plot 1, Lilac Cottage (2) The Willo, Plot 1, Lilac Cottage (2) The Wi, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Wrexham , Effluent Type: Unspecified Permit Number: CG0346301 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent, By Application (wra 91, Section 88) Issue date: - Effective Date: - Revocation Date: -
6B	225.0	E	339800, 350200	Address: Plot 1, Lilac Cottage (2) The Willo, Plot 1, Lilac Cottage (2) The Wi, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Wrexham , Effluent Type: Unspecified Permit Number: CG0346301 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent, By Application (wra 91, Section 88) Issue date: - Effective Date: - Revocation Date: -
7B	225.0	E	339800, 350200	Address: Plot 1, Lilac Cottage (2) The Willo, Plot 1, Lilac Cottage (2) The Wi, The Willows (3) & Oak View (4) B, Bowling Bank Wrexham, Wrexham , Effluent Type: Unspecified Permit Number: CG0346301 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent, By Application (wra 91, Section 88) Issue date: - Effective Date: - Revocation Date: -
8	247.0	E	339798, 350393	Address: Plum Tree House, Isycoed, Wrexham, North Wales, UK, LL13 9RN Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CG0456401 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 12/6/2007 Effective Date: 12/6/2007 Revocation Date: -
9C	283.0	W	338700, 350400	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Unspecified Permit Number: CM0097401 Permit Version: 1	Receiving Water: Un-named Trib. Of Dee Status: Revoked - Unspecified Issue date: 16/5/1984 Effective Date: 16/5/1984 Revocation Date: 29/9/1985
10C	283.0	W	338700, 350400	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Unspecified Permit Number: CM0097401 Permit Version: 2	Receiving Water: Un-named Trib. Of Dee Status: Revoked - Unspecified Issue date: 16/5/1984 Effective Date: 30/9/1985 Revocation Date: 5/7/1994

11C	283.0	W	338700, 350400	Address: Bryn Road Wrexham Ind Est, Bryn Road Wrexham Ind Est, Wrexham Ind Est, Wrexham Ind Est, WREXHAM IN Effluent Type: Trade Discharges - Unspecified Permit Number: CM0097401 Permit Version: 3	Receiving Water: Un-named Trib. Of Dee Status: Revoked (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 6/7/1994 Effective Date: 6/7/1994 Revocation Date: 9/11/2005
12D	301.0	NE	339820, 350820	Address: Isycoed Marshlea Stw, Isycoed Marshlea Stw, Isycoed Marshlea, Wrexham, Wales Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: CM0044801 Permit Version: 1	Receiving Water: Un-named Trib. Of River Dee Status: New Consent, By Application (wra 91, Section 88) Issue date: 24/2/1983 Effective Date: 24/2/1983 Revocation Date: 21/1/2002
13D	301.0	NE	339820, 350820	Address: Isycoed Marshlea Stw, Isycoed Marshlea Stw, Isycoed Marshlea, Wrexham, Wales Effluent Type: Sewage Discharges - Final/treated Effluent - Water Company Permit Number: CM0044801 Permit Version: 3	Receiving Water: Trib Of River Dee Status: Modified - (wra 91 Sched 10 - As Amended By Env Act 1995) Issue date: 21/1/2002 Effective Date: 22/1/2002 Revocation Date: -
14	390.0	NE	339702, 351255	Address: Laurel Grove, Ridley Wood, Wrexham, North Wales, UK, LL13 9US Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CG0446701 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 1/9/2006 Effective Date: 1/9/2006 Revocation Date: 31/8/2010
15	415.0	S	338892, 350068	Address: Civic Amenity Site, Bryn Lane, Wrexham Industrial Estate, Wrexham, Wrexham, LL13 9UT Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CG0421601 Permit Version: 1	Receiving Water: An Un-named Stream Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 20/8/2004 Effective Date: 20/8/2004 Revocation Date: -
16	491.0	NE	339776, 351327	Address: Laurel Grove, Ridley Wood, Wrexham, North Wales, UK, LL13 9US Effluent Type: Sewage Discharges - Final/treated Effluent - Not Water Company Permit Number: CG0446701 Permit Version: 1	Receiving Water: Unnamed Watercourse Status: New Consent (wra 91, S88 & Sched 10 As Amended By Env Act 1995) Issue date: 1/9/2006 Effective Date: 1/9/2006 Revocation Date: 31/8/2010

Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study site: 0

Database searched and no data found.

1.2 Dangerous or Hazardous Sites

Records of COMAH & NIHHS sites within 500m of the study site: 0

Database searched and no data found.

1.3 Environment Agency Recorded Pollution Incidents

Records of National Incidents Recording System, List 2 within 250m of the study site: 0

Database searched and no data found.

Records of National Incidents Recording System, List 1 within 250m of the study site: 0

Report Reference: EMS-139229_199277