

1.3 Environment Agency Recorded Pollution Incidents

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

0

Database searched and no data found.

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

0

Database searched and no data found.

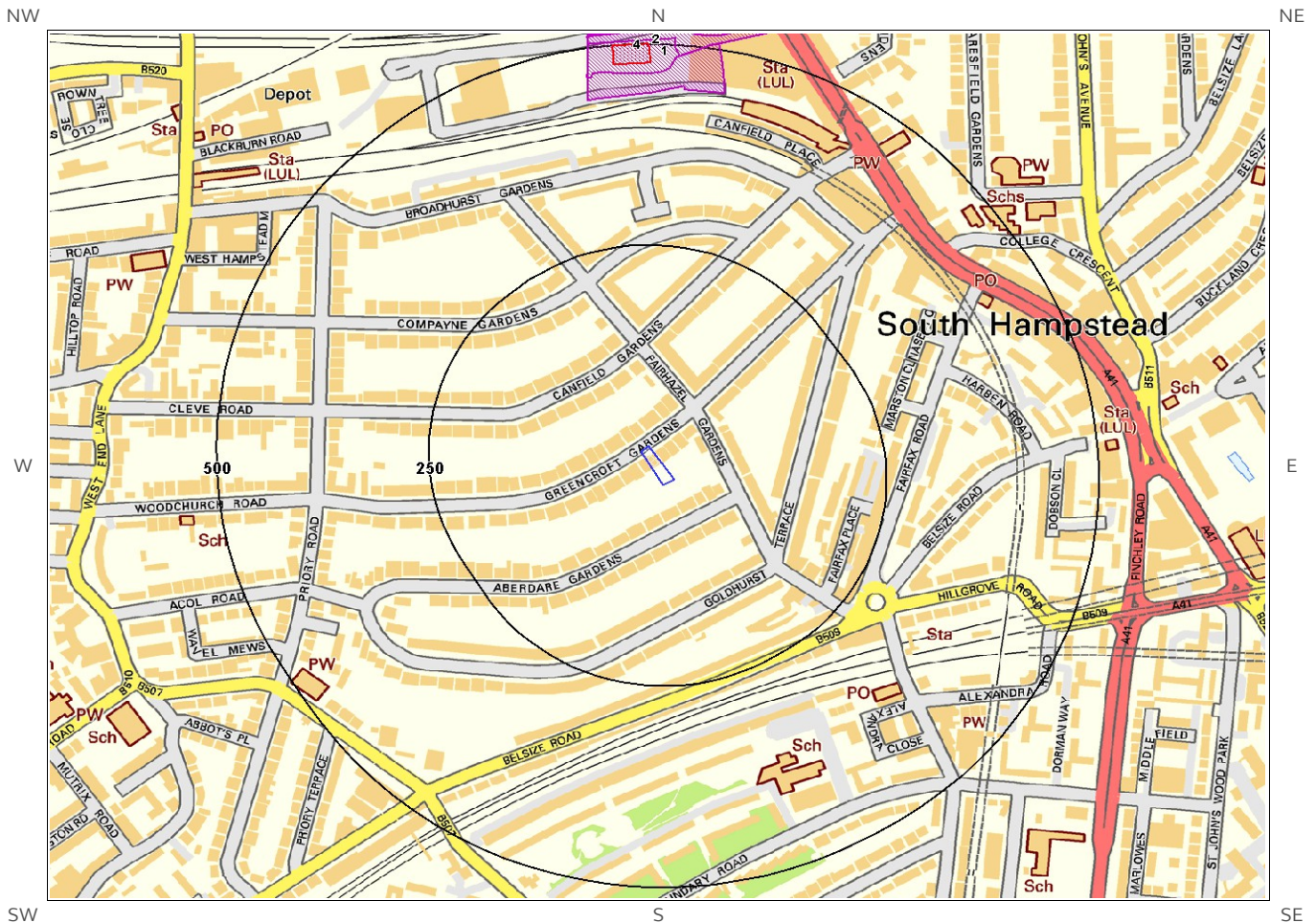
1.4 Sites Determined as Contaminated Land under Part 2A EPA 1990

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

0

Database searched and no data found.








2. Landfill and Other Waste Sites Map



Landfill and Other Waste Sites Legend



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- | | | | | | |
|---|---------------------------|---|--------------------------|---|---|
|  | Site Outline |  | E.A. Active Landfill |  | Historic and Planned Waste Sites |
|  | E.A. Historic Landfill |  | E.A. Licensed Waste Site |  | Local Authority/Historical Mapping Landfill Records |
|  | BGS / DoE Survey Landfill | | | | |

2. Landfill and Other Waste Sites

2.1 Landfill Sites

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

0

Database searched and no data found.

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

1

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

ID	Distance (m)	Direction	NGR	Details
4	476.0	N	526000 184800	Site Address: Canfield Place, London NW6 Waste Licence: - Site Reference: DON009 Waste Type: - Environmental Permitting Regulations (Waste) Reference: - Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: - First Recorded Input: Last Recorded Input:

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

0

Database searched and no data found.

2.1.4 Records of Landfills from Local Authority and Historical Mapping records within 1500m of the study site:

0

Database searched and no data found.

2.2 Other Waste Sites

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

3

The following waste treatment, transfer or disposal sites records are represented as points on the Landfill and Other Waste Sites map:

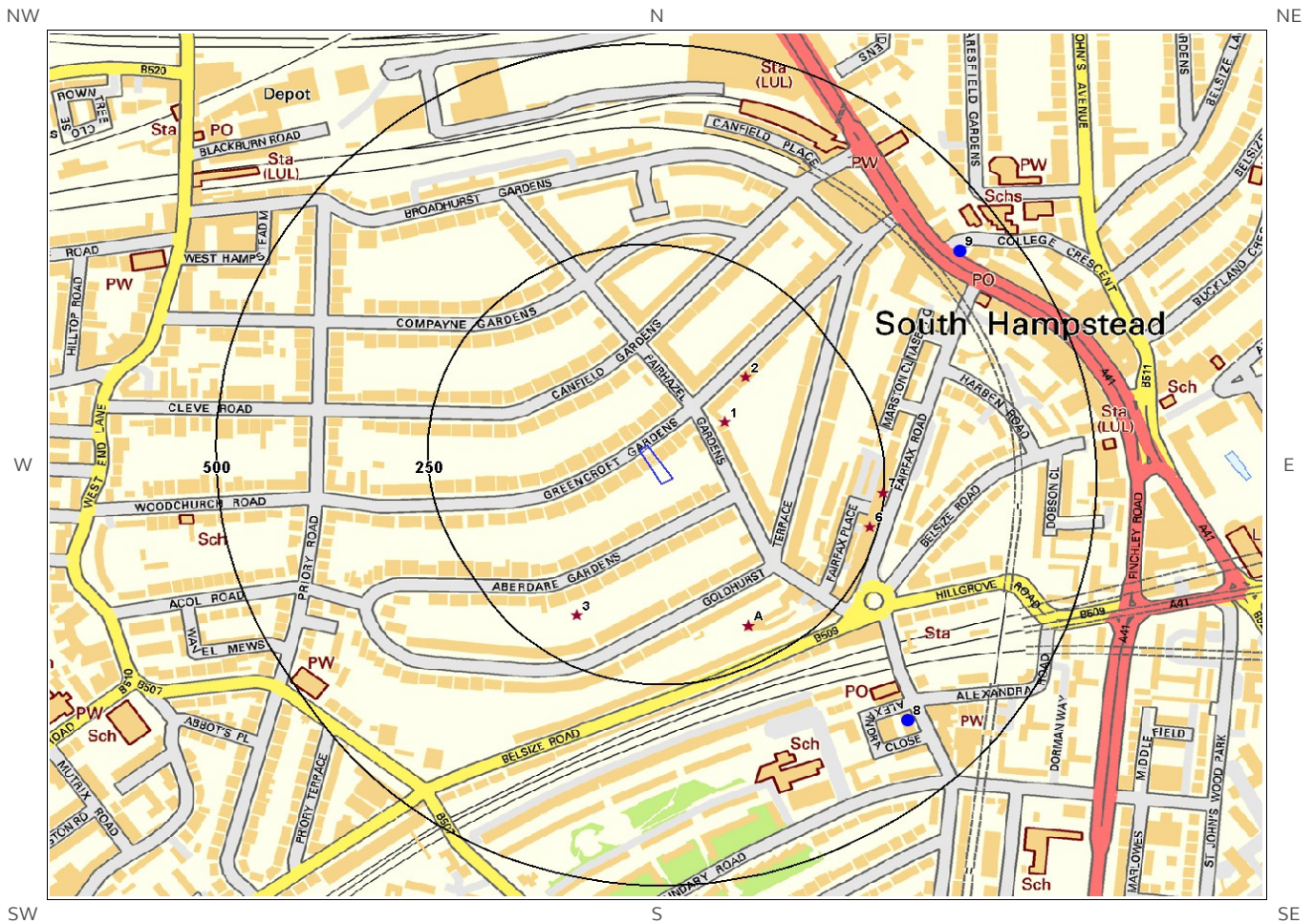
ID	Distance (m)	Direction	NGR	Details		
1	436.0	N	526109 184803	Type of Site: Waste Transfer Station Site Address: N/A	Planning Application Reference: N/A Date: 1994	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon
2	463.0	N	526076 184811	Type of Site: Refuse Transfer Depot Site Address: N/A	Planning Application Reference: N/A Date: 1986	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon
3	486.0	N	526109 184831	Type of Site: Refuse Transfer Depot Site Address: N/A	Planning Application Reference: N/A Date: 1970	Further Details: N/A Data Source: Historic Mapping Data Type: Polygon

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

0

Database searched and no data found.

3. Current Land Use Map



Current Land Use Legend



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- | | | | | | |
|---|------------------------|---|--------------------------|---|--------------------------------|
|  | Site Outline |  | Current Industrial Sites |  | Gas Transmission Pipeline |
|  | 250 Search Buffers (m) |  | Petrol & Fuel Sites |  | Electricity Transmission Cable |
|  | 500 Search Buffers (m) | | | | |

3. Current Land Uses

3.1 Current Industrial Data

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

7

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

ID	Distance (m)	Direction	Company	NGR	Address	Activity	Category
1	91.0	NE	Electricity Sub Station		NW6	Electrical Features	Infrastructure and Facilities
2	144.0	NE	Easaphone Services	526188 184397	29a, Greencroft Gardens, London, NW6 3LN	Radar and Telecommunications Equipment	Industrial Products
3	192.0	SW	Electricity Sub Station		NW6	Electrical Features	Infrastructure and Facilities
4A	204.0	SE	Cool Cars 4 Hire	526191 184088	2-3, Coleridge Gardens, London, NW6 3QH	Vehicle Hire and Rental	Hire Services
5A	204.0	SE	Zip Gadgets		2, Coleridge Gardens, London, NW6 3QH	Radar and Telecommunications Equipment	Industrial Products
6	240.0	E	Wooden Floors	526334 184211	71-73, Fairfax Road, London, NW6 4EE	Construction Completion Services	Construction Services
7	249.0	E	A T & C	526350 184253	55, Fairfax Road, London, NW6 4EL	Measurement and Inspection Equipment	Industrial Products

3.2 Petrol and Fuel Sites

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

2

The following petrol or fuel site records provided by Catalist are represented as points on the Current Land Use map:

ID	Distance (m)	Direction	NGR	Company	Address	LPG	Status
8	409.0	SE	526379 183971	Total	Boundary Road Service Station, 150, Loudon Road, Loudon Road, St Johns Wood, London, Greater London, NW8 0DH	Not Applicable	Obsolete
9	441.0	NE	526441 184555	BP	Hampstead Connect, 104A, Finchley Road, Finchley Road, Hampstead, London, Greater London, NW3 5EY	No	Open

3.3 National Grid High Voltage Underground Electricity Transmission Cables

This dataset identifies the high voltage electricity transmission lines running between generating power plants and electricity substations. The dataset does not include the electricity distribution network (smaller, lower voltage cables distributing power from substations to the local user network). This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

Records of National Grid high voltage underground electricity transmission cables within 500m of the study site: 0

Database searched and no data found.

3.4 National Grid High Pressure Gas Transmission Pipelines

This dataset identifies high-pressure, large diameter pipelines which carry gas between gas terminals, power stations, compressors and storage facilities. The dataset does not include the Local Transmission System (LTS) which supplies gas directly into homes and businesses. This information has been extracted from databases held by National Grid and is provided for information only with no guarantee as to its completeness or accuracy. National Grid do not offer any warranty as to the accuracy of the available data and are excluded from any liability for any such inaccuracies or errors.

Records of National Grid high pressure gas transmission pipelines within 500m of the study site: 0

Database searched and no data found.

4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

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

4.2 Superficial Ground and Drift Geology

Database searched and no data found.

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

4.3 Bedrock and Solid Geology

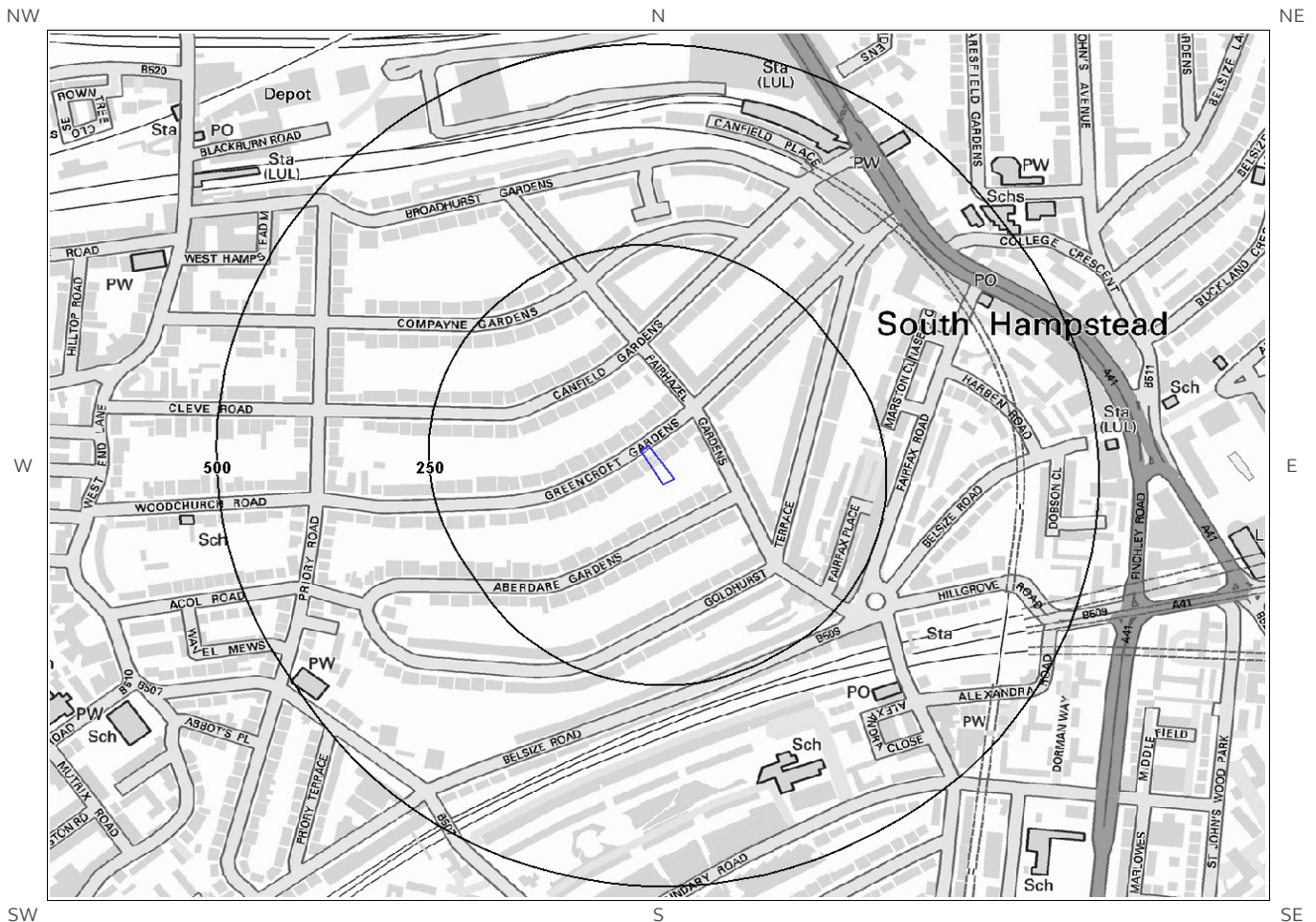
The database has been searched on site, including a 50m buffer.

Lex Code	Description	Rock Type
LC-CLSISA	LONDON CLAY FORMATION	CLAY, SILT AND SAND

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

5. Hydrogeology and Hydrology

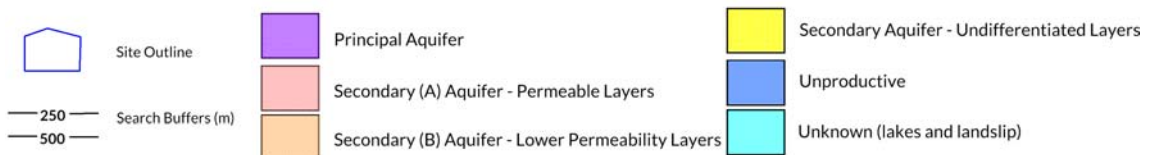
5a. Aquifer Within Superficial Geology



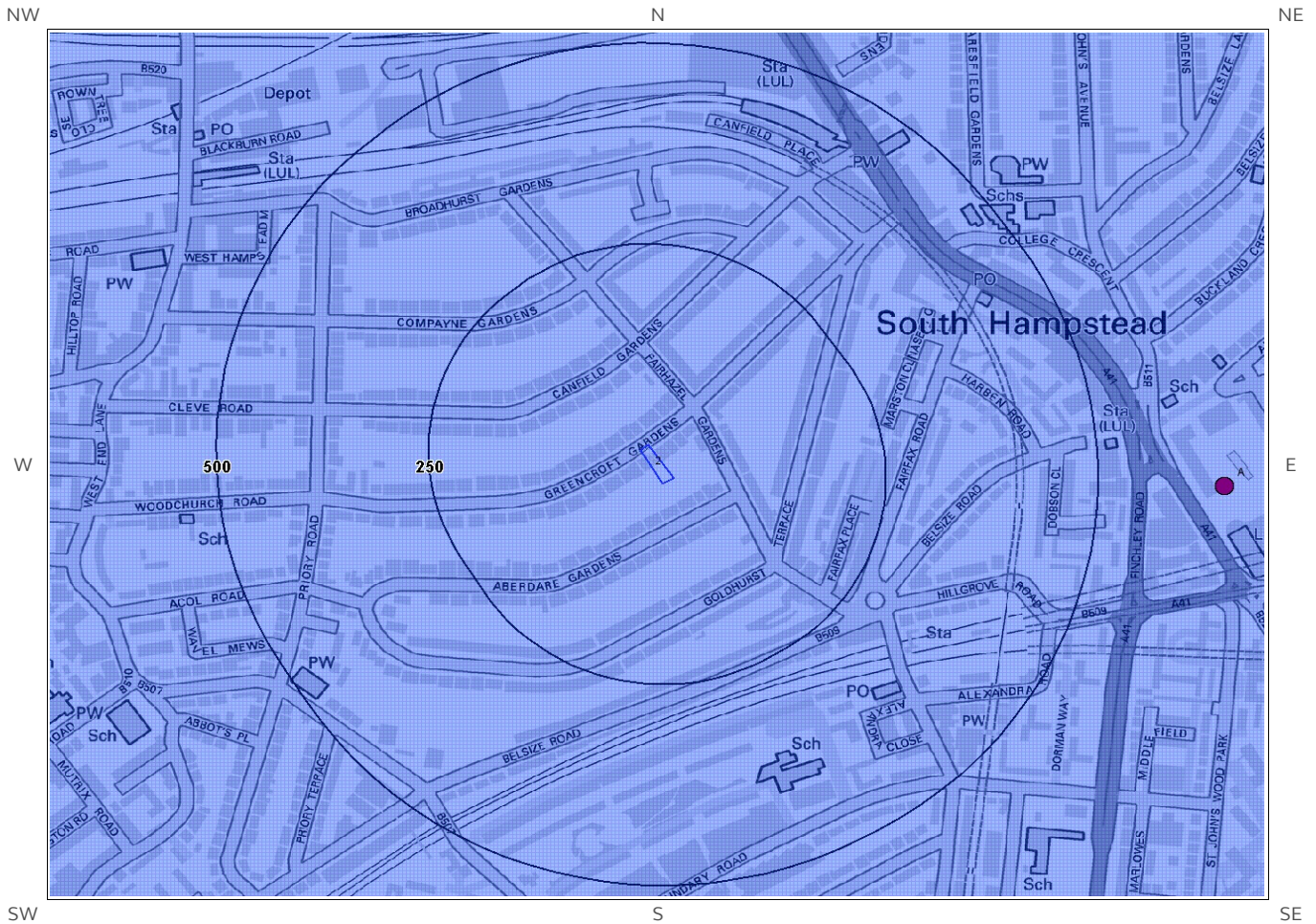
Aquifer Within Superficial Geology



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5b. Aquifer Within Bedrock Geology and Abstraction Licenses



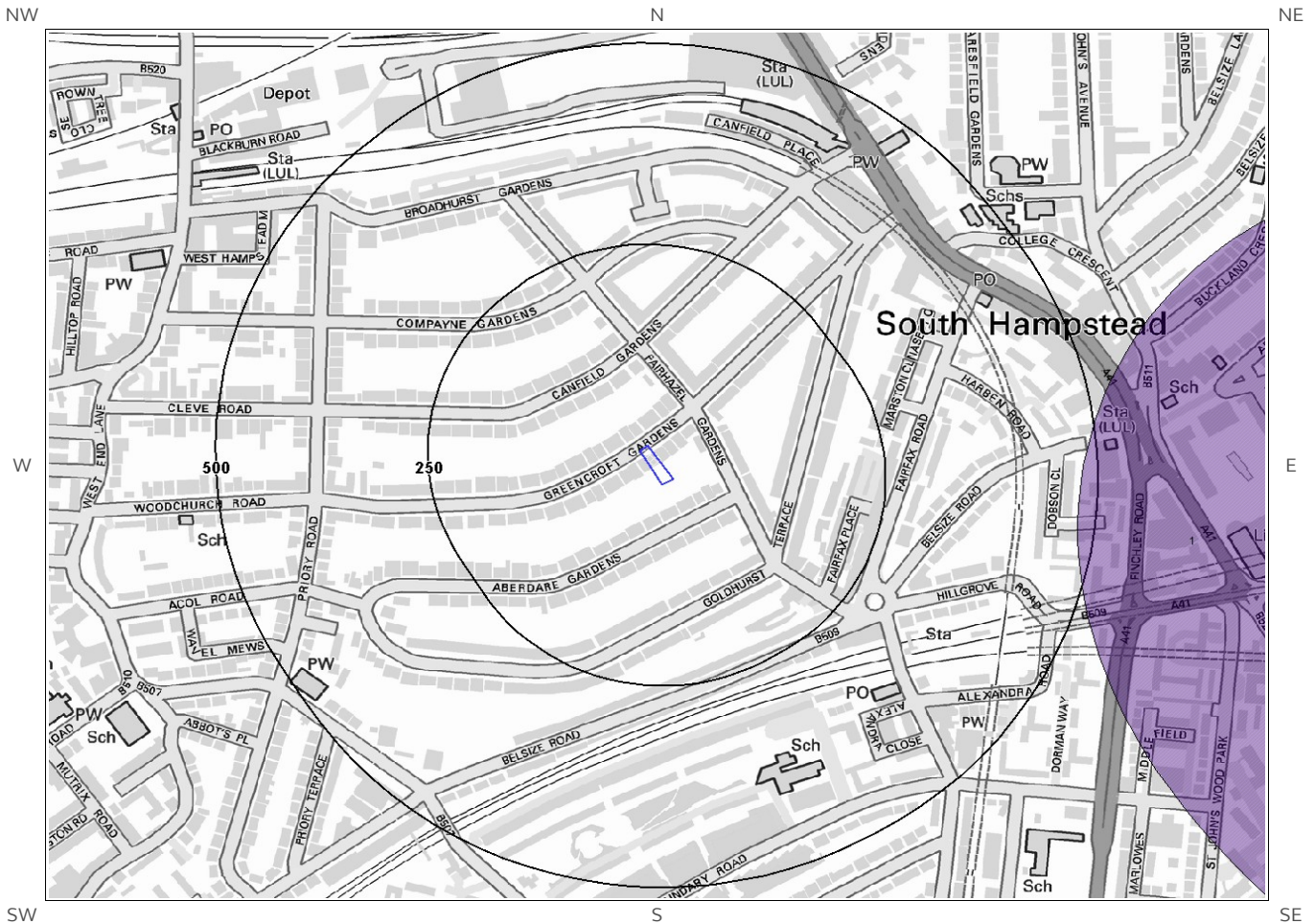
Aquifer Within Bedrock Geology and Abstraction Licenses



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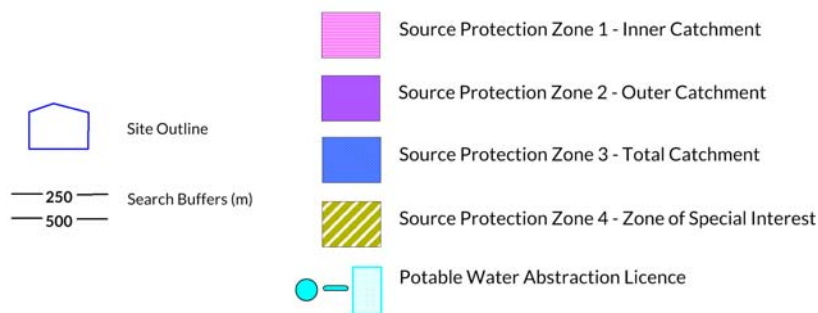
5c. Hydrogeology – Source Protection Zones and Potable Water Abstraction Licenses



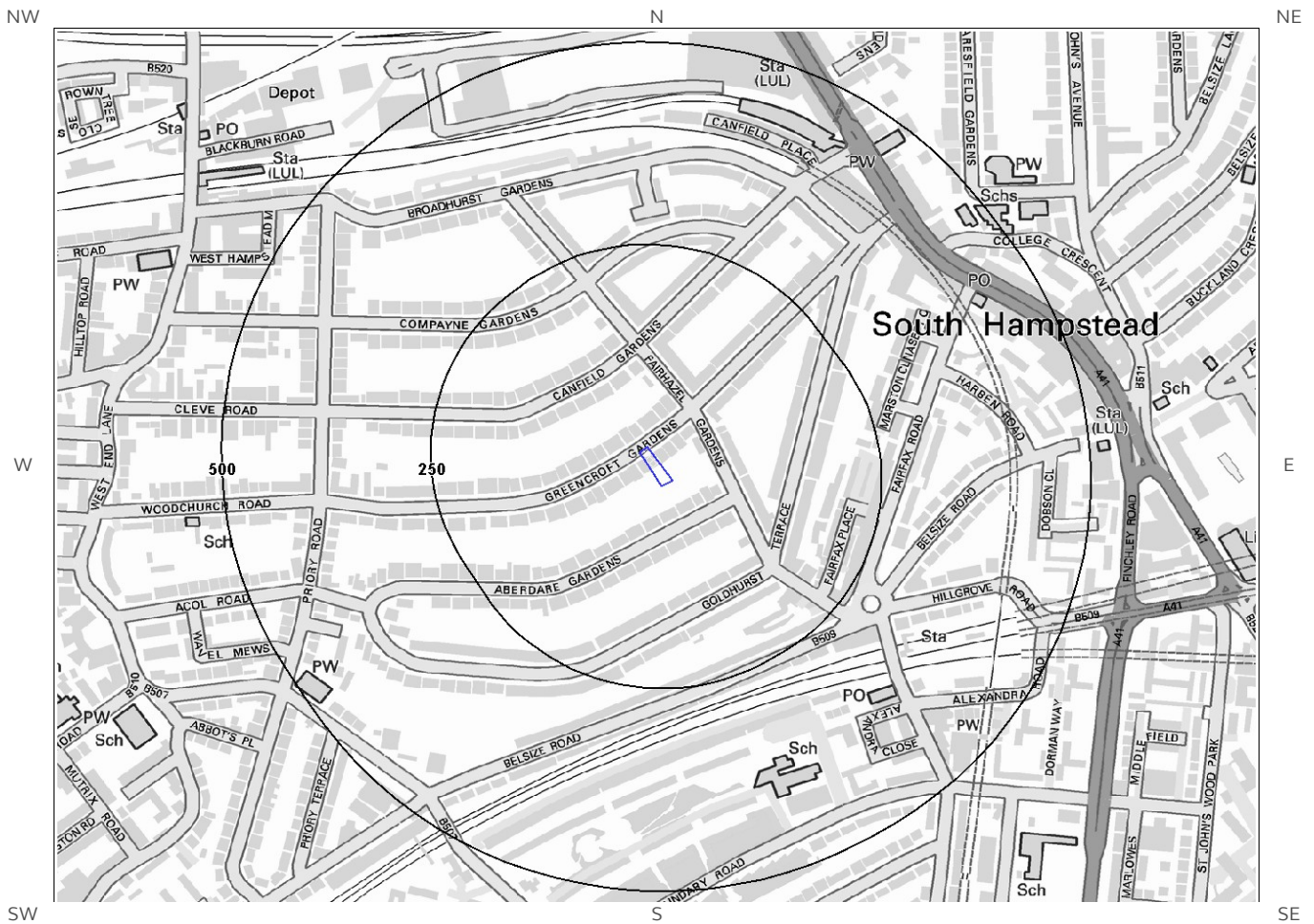
Hydrogeology-Source Protection Zones and Potable Water Abstraction Licenses



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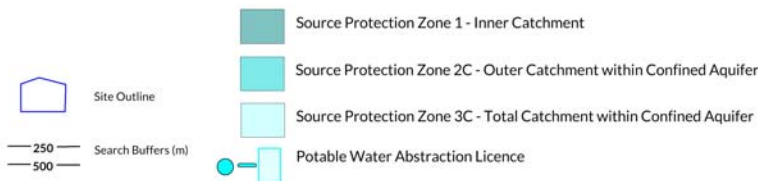
5d. Hydrogeology - Source Protection Zones within confined aquifer



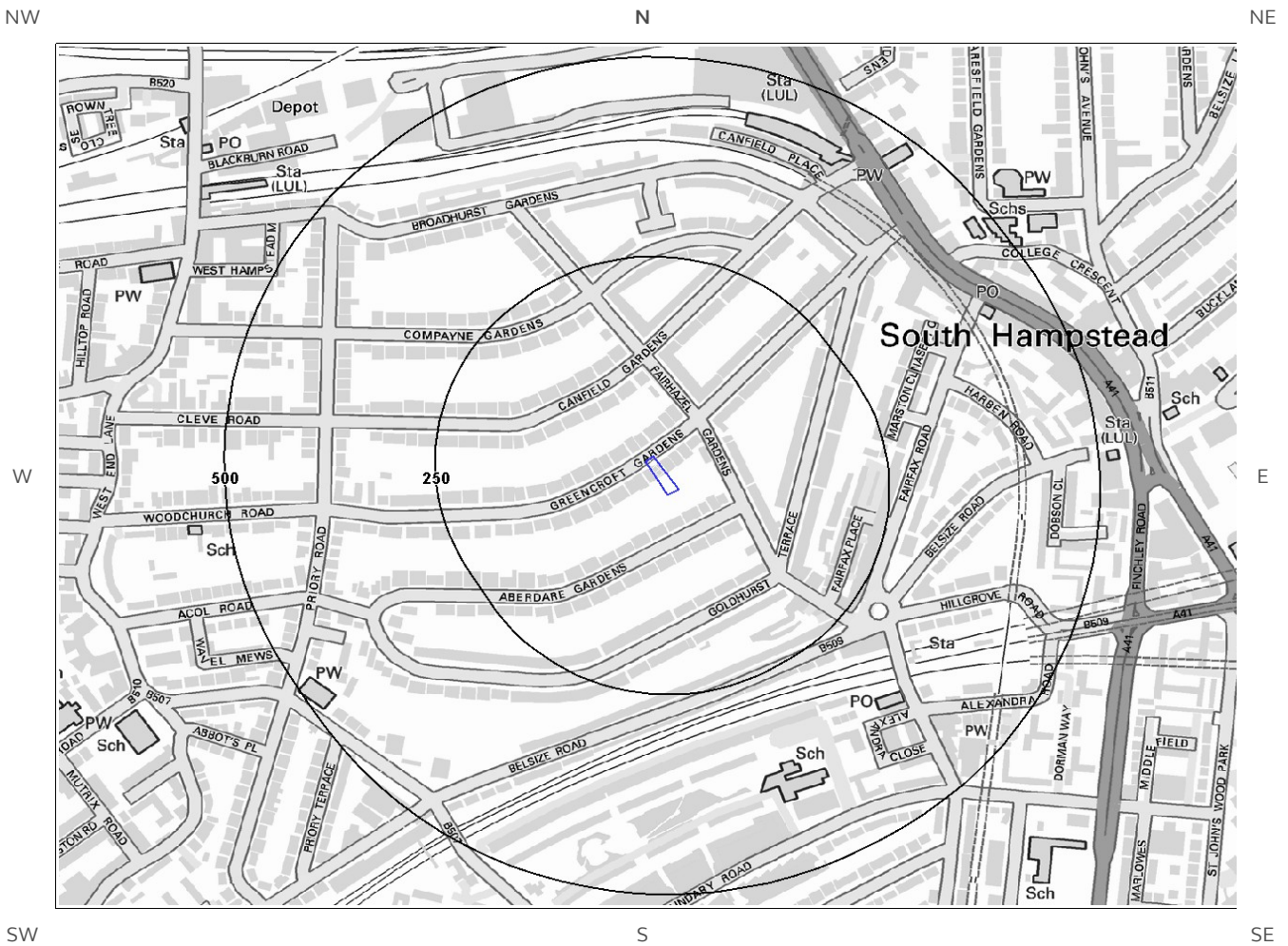
Hydrogeology Source Protection Zones



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5e. Hydrology – Detailed River Network and River Quality



Hydrology – Detailed River Network and River Quality



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

5. Hydrogeology and Hydrology

5.1 Aquifer within Superficial Deposits

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

Database searched and no data found.

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

5.2 Aquifer within Bedrock Deposits

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

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

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

ID	Distance (m)	Direction	Designation	Description
2	0.0	On Site	Unproductive	These are rock layers or drift deposits with low permeability that have negligible significance for water supply or river base flow

5.3 Groundwater Abstraction Licences

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

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

ID	Distance (m)	Direction	NGR	Name	Details
4A	648.0	E	526750 184261	LONDON BOROUGH OF CAMDEN	Licence No: TH/039/0039/087 Details: General Washing/Process Washing Direct Source: Thames Groundwater Point: Swiss Cottage Open Space- Borehole Data Type: Point Annual Volume (m ³): 10512 Max Daily Volume (m ³): 28.8 Original Application No: NPS/WR/014567 Original Start Date: 5/12/2013 Expiry Date: 31/3/2025 Issue No: 1 Version Start Date: 5/12/2013 Version End Date:

ID	Distance (m)	Direction	NGR	Name	Details
5A	648.0	E	526750 184261	LONDON BOROUGH OF CAMDEN	Licence No: TH/039/0039/087 Details: Lake & Pond Throughflow Direct Source: Thames Groundwater Point: Swiss Cottage Open Space- Borehole Data Type: Point Annual Volume (m ³): 10512 Max Daily Volume (m ³): 28.8 Original Application No: NPS/WR/014567 Original Start Date: 5/12/2013 Expiry Date: 31/3/2025 Issue No: 1 Version Start Date: 5/12/2013 Version End Date:
6A	648.0	E	526750 184261	LONDON BOROUGH OF CAMDEN	Licence No: TH/039/0039/087 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Swiss Cottage Open Space- Borehole Data Type: Point Annual Volume (m ³): 10512 Max Daily Volume (m ³): 28.8 Original Application No: NPS/WR/014567 Original Start Date: 5/12/2013 Expiry Date: 31/3/2025 Issue No: 1 Version Start Date: 5/12/2013 Version End Date:
Not shown	698.0	E	526800 184280	LONDON BOROUGH OF CAMDEN	Licence No: 28/39/39/0219 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Swiss Cottage Open Space- Borehole Data Type: Point Annual Volume (m ³): 10512 Max Daily Volume (m ³): 28.8 Original Application No: WRA/N/1407 Original Start Date: 12/8/2005 Expiry Date: 31/3/2013 Issue No: 1 Version Start Date: 1/4/2008 Version End Date:
Not shown	1638.0	E	527636 183697	THAMES WATER UTILITIES LTD	Licence No: TH/039/0039/058 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Borehole At Barrow Hill Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: NPS/WR/009229 Original Start Date: 1/4/2013 Expiry Date: 31/3/2025 Issue No: 1 Version Start Date: 1/4/2013 Version End Date:
Not shown	1644.0	E	527640 183690	THAMES WATER UTILITIES LTD	Licence No: 28/39/39/0202 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Barrow Hill Pumping Station - Borehole Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: WRA/2/2(24) Original Start Date: 26/9/2002 Expiry Date: 31/3/2007 Issue No: 1 Version Start Date: 26/9/2002 Version End Date:
Not shown	1644.0	E	527640 183690	THAMES WATER UTILITIES LTD	Licence No: 28/39/39/0231 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Barrow Hill Pumping Station - Borehole Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: WRA/R/1026 Original Start Date: 1/4/2007 Expiry Date: 31/3/2013 Issue No: 1 Version Start Date: 1/4/2007 Version End Date:

5.4 Surface Water Abstraction Licences

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

No

Database searched and no data found.

5.5 Potable Water Abstraction Licences

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

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

ID	Distance (m)	Direction	NGR	Name	Details
Not shown	1638.0	E	527636 183697	THAMES WATER UTILITIES LTD	Licence No: TH/039/0039/058 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Borehole At Barrow Hill Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: NPS/WR/009229 Original Start Date: 1/4/2013 Expiry Date: 31/3/2025 Issue No: 1 Version Start Date: Version End Date:
Not shown	1644.0	E	527640 183690	THAMES WATER UTILITIES LTD	Licence No: 28/39/39/0202 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Barrow Hill Pumping Station - Borehole Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: WRA/2/2(24) Original Start Date: 26/9/2002 Expiry Date: 31/3/2007 Issue No: 1 Version Start Date: Version End Date:
Not shown	1644.0	E	527640 183690	THAMES WATER UTILITIES LTD	Licence No: 28/39/39/0231 Details: Potable Water Supply - Direct Direct Source: Thames Groundwater Point: Barrow Hill Pumping Station - Borehole Data Type: Point Annual Volume (m ³): 631000 Max Daily Volume (m ³): 2000 Original Application No: WRA/R/1026 Original Start Date: 1/4/2007 Expiry Date: 31/3/2013 Issue No: 1 Version Start Date: Version End Date:

5.6 Source Protection Zones

Are there any Source Protection Zones within 500m of the study site? Yes

The following Source Protection Zones records are represented on the SPZ and Potable Water Abstraction Map (5c):

ID	Distance (m)	Direction	Type	Description
1	478.0	E	2	Outer catchment

5.7 Source Protection Zones within Confined Aquifer

Are there any Source Protection Zones within the Confined Aquifer within 500m of the study site?

No

Historically, Source Protection Zone maps have been focused on regulation of activities which occur at or near the ground surface, such as prevention of point source pollution and bacterial contamination of water supplies. Sources in confined aquifers were often considered to be protected from these surface pressures due to the presence of a low permeability confining layer (e.g. glacial till, clay). The increased interest in subsurface activities such as onshore oil and gas exploration, ground source heating and cooling requires protection zones for confined sources to be marked on SPZ maps where this has not already been done.

Database searched and no data found.

5.8 Groundwater Vulnerability and Soil Leaching Potential

Is there any Environment Agency information on groundwater vulnerability and soil leaching potential within 500m of the study site?

No

Database searched and no data found.

5.9 River Quality

Is there any Environment Agency information on river quality within 1500m of the study site?

No

5.9.1 Biological Quality:

Database searched and no data found.

5.9.2 Chemical Quality:

Database searched and no data found.

5.10 Detailed River Network

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

No

Database searched and no data found.

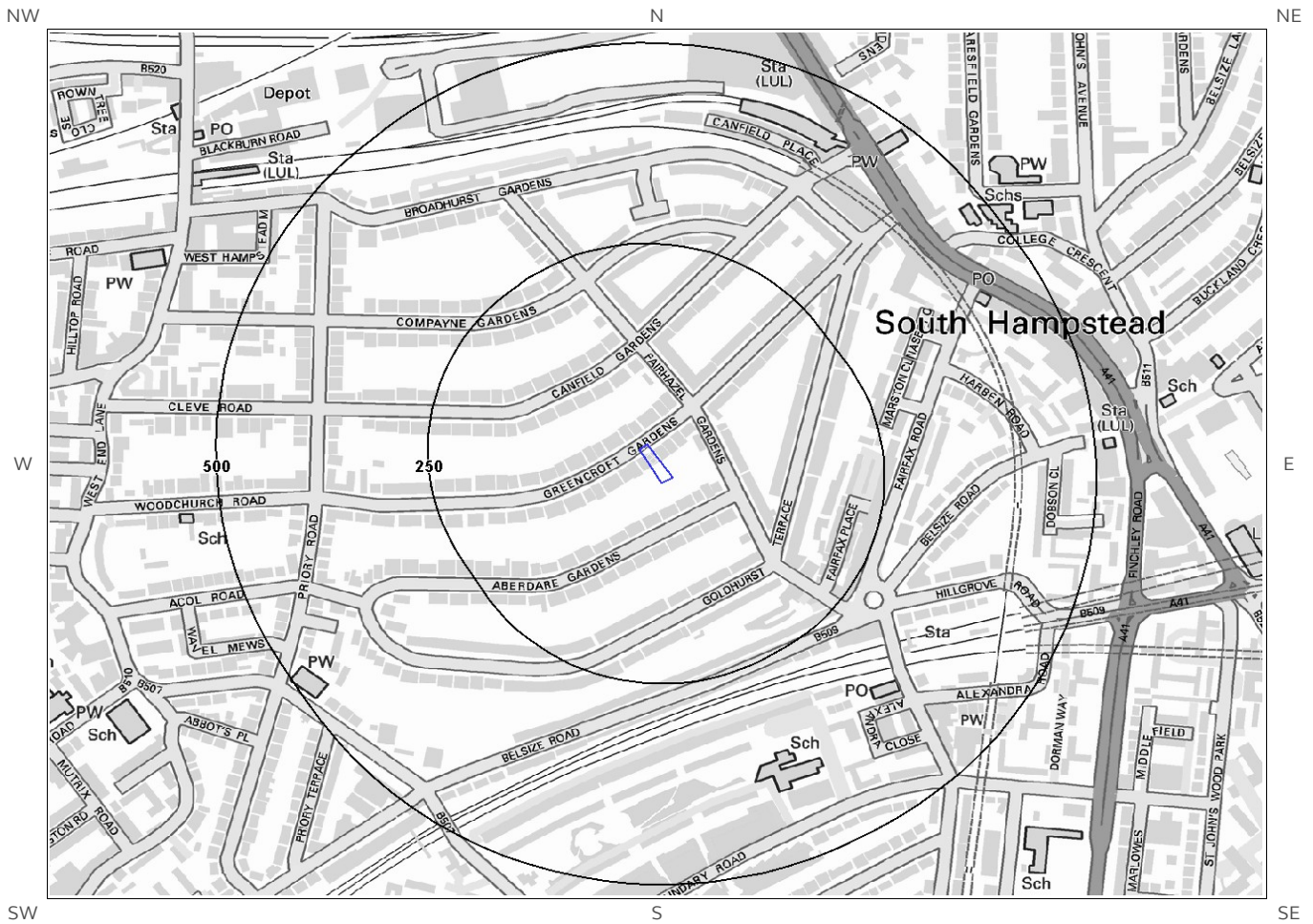
5.11 Surface Water Features

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

No

Database searched and no data found.

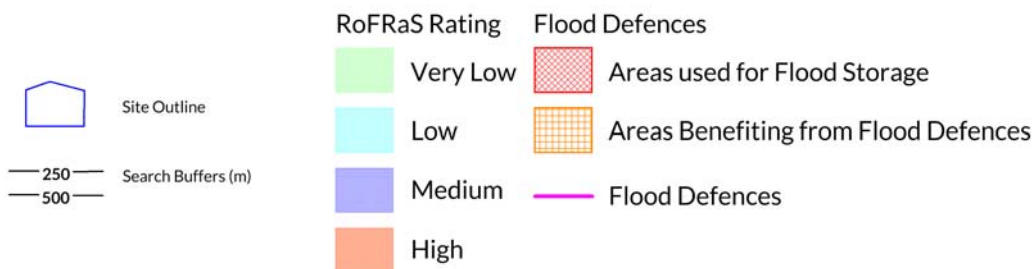
6. Environment Agency Risk of Flooding From Rivers and the Sea (RoFRaS) Map



Environment Agency Risk of Flooding From Rivers and the Sea (RoFRaS)



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6. Flooding

6.1 Risk of Flooding from Rivers and the Sea (RoFRaS)

What is the risk of flooding at the centre of the study site? Very Low

What is the highest risk of flooding within 25m of the centre of the study site? Very Low

The Environment Agency RoFRaS database provides an indication of river and coastal flood risk at a national level on a 50m grid as used by many of the insurance companies. RoFRaS data is based on a 50m grid system, with the flood rating at the centre of the grid calculated and given below. The data considers the probability that the flood defences will overtop or breach, and the distance from the river or the sea.

RoFRaS data for the study site indicates the property has a Very Low (less than 1 in 1000) chance of flooding in any given year.

6.2 Flood Defences

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

Database searched and no data found.

6.3 Areas benefiting from Flood Defences

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

6.4 Areas benefiting from Flood Storage

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

6.5 Groundwater Flooding Susceptibility Areas

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

No

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

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

Not Prone

The area is not considered to be prone to groundwater flooding based on rock type.

6.6 Groundwater Flooding Confidence Areas

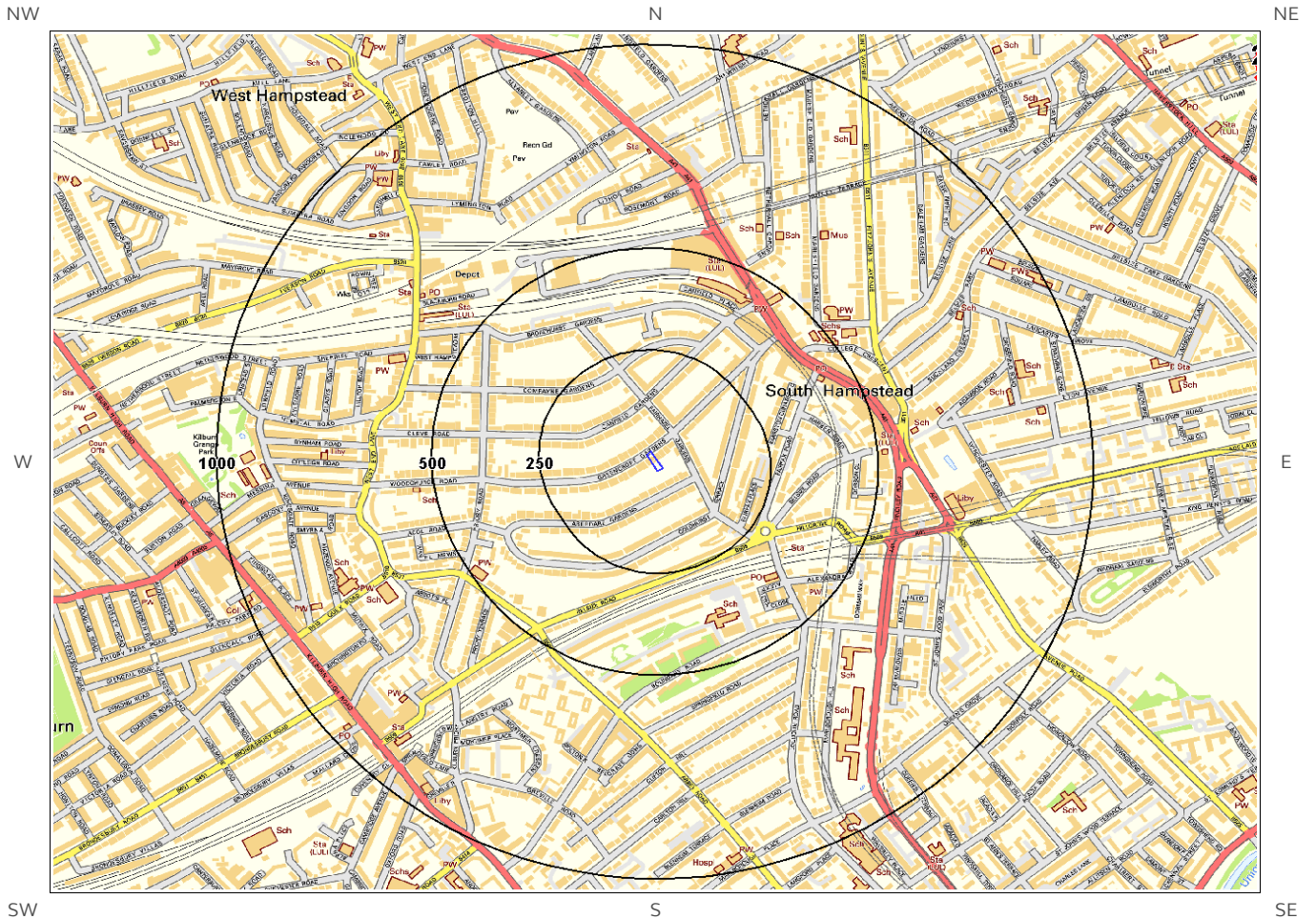
What is the British Geological Survey confidence rating in this result?

Not Applicable

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

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

7. Designated Environmentally Sensitive Sites Map



Designated Environmentally Sensitive Sites Map

Mapping sourced from 

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7. Designated Environmentally Sensitive Sites

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

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

4

The following Local Nature Reserve (LNR) records provided by Natural England/Natural Resources Wales are represented as polygons on the Designated Environmentally Sensitive Sites Map:

ID	Distance (m)	Direction	LNR Name	Data Source
Not shown	1565.0	SE	St John's Wood Church Grounds	Natural England
2	1678.0	NE	Belsize Wood	Natural England
Not shown	1839.0	NW	Westbere Copse	Natural England
Not shown	1847.0	NW	Westbere Copse	Natural England

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

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

0

Database searched and no data found.

7.14 Records of Green Belt land within 2000m of the study site:

0

Database searched and no data found.

8. Natural Hazards Findings

8.1 Detailed BGS GeoSure Data

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

8.1.1 Shrink Swell

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

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

Hazard

Ground conditions predominantly high plasticity. Do not plant or remove trees or shrubs near to buildings without expert advice about their effect and management. For new build, consideration should be given to advice published by the National House Building Council (NHBC) and the Building Research Establishment (BRE). There is a probable increase in construction cost to reduce potential shrink-swell problems. For existing property, there is a probable increase in insurance risk during droughts or where vegetation with high moisture demands is present.

8.1.2 Landslides

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

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

Hazard

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

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

8.1.3 Soluble Rocks

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

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

Hazard

Soluble rocks are present, but unlikely to cause problems except under exceptional conditions. No special actions required to avoid problems due to soluble rocks. No special ground investigation required, and increased construction costs or increased financial risks are unlikely due to potential problems with soluble rocks.

8.1.4 Compressible Ground

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

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

Hazard

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

8.1.5 Collapsible Rocks

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

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

Hazard

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

8.1.6 Running Sand

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

Negligible

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

Hazard

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

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

9. Mining

9.1 Coal Mining

Are there any coal mining areas within 75m of the study site? No

Database searched and no data found.

9.2 BGS Non Coal Mining Hazards

What is the potential for undermining as a result of underground mineral extraction, excluding coal and minerals extracted as a consequence of coal mining? Unclassified

Database searched and no data found.

9.3 Brine Affected Areas

Are there any brine affected areas within 75m of the study site? No

Guidance: No Guidance Required.

Contact Details

Groundsure Helpline
Telephone: 08444 159 000
info@groundsure.com

British Geological Survey Enquiries

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

BGS Geological Hazards Reports and general geological enquiries

Environment Agency

National Customer Contact Centre, PO Box 544
Rotherham, S60 1BY
Tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Public Health England

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

The Coal Authority

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

Ordnance Survey

Adanac Drive, Southampton
SO16 0AS
Tel: 08456 050505

Local Authority

Authority: London Borough of Camden
Phone: 020 7974 4444
Web: <http://www.camden.gov.uk/>
Address: Camden Town Hall, Judd Street, London, WC1H 9JE

Gemapping PLC

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



Public Health England



The Coal Authority



Acknowledgements: Site of Special Scientific Interest, National Nature Reserve, Ramsar Site, Special Protection Area, Special Area of Conservation data is provided by, and used with the permission of, Natural England who retain the Copyright and Intellectual Property Rights for the data.

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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 terms and conditions unless the context otherwise requires:

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

“Client” means the party or parties entering into a Contract with Groundsure.

“Commercial” means any building or property which is not Residential.

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

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

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

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

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

“Third Party Data Provider” means any third party providing Third Party Content to Groundsure.

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

“Fees” has the meaning set out in clause 5.1.

“Groundsure” means Groundsure Limited, a company registered in England and Wales under number 03421028.

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

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

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

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

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

“Order Website” means the online platform through which Orders may be placed by the Client and accepted by Groundsure.

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

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

“Risk Screening Report” means a risk screening report comprising factual data with an accompanying interpretation by Groundsure.

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

“Site” means the area of land in respect of which the Client has requested Groundsure to provide the Services.

“Third Party Content” means data, database information or other information which is provided to Groundsure by a Third Party Data Provider.

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

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

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

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

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

2.4 The Client acknowledges that terms and conditions appearing on a Client’s order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

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

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

3 The Client’s obligations

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

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

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

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

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

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

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

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

4 Reliance

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

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

(i) the Beneficiary,

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

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

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

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

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

5 Fees and Disbursements

5.1 Groundsure shall charge and the Client shall pay fees at the rate and

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

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

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

6 Intellectual Property and Confidentiality

6.1 Subject to

(i) full payment of all relevant Fees and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

subcontractors;

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

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

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

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 Groundsure shall not be liable for

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) business interruption;

(x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

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

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

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

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

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

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

8 Groundsure's right to suspend or terminate

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

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

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

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

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

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

9. Client's Right to Terminate and Suspend

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

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