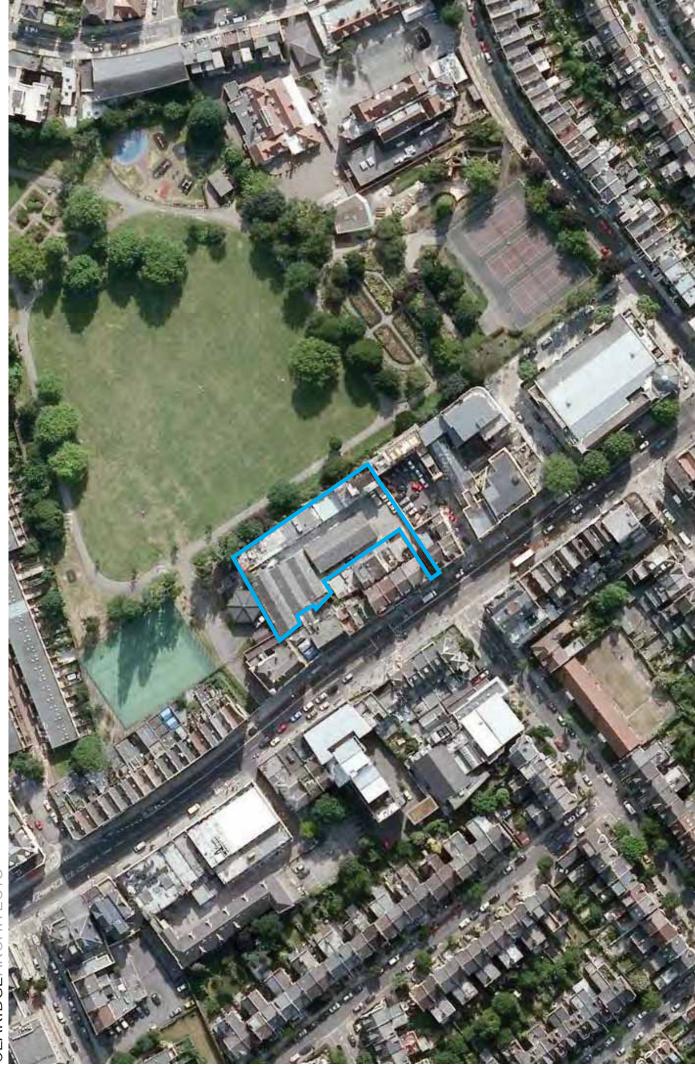


APPENDICES



APPENDIX 1 – FIGURES



CLARIDGEARCHITECTS



Project Name	254 Kilburn High Road	Client	Aitch Group
Title	Photographs of the Site	Dwg No.	P8591J338 - 16/9/2013



Photo 3







Photo 4







Aitch Group	P8591J338 – 16/9/2013	
Client	Dwg No.	
254 Kilburn High Road	Photographs of the Site	
Project Name	Title	

Photo 7



Photo 8



Photo 9



Photo 12



Photo 11

Photo 10





Project Name	254 Kilburn High Road	Client	Aitch Group
Title	Photographs of the Site	Dwg No.	P8591J338 - 16/9/2013

Photo 13



Photo 14

Photo 15





Photo 18



Photo 17







Client Aitch Group	0.	15+16 14 12 15+16 15+16 15+16 15+16 16+11 10+11
254 Kilbura Hiah Road	Photographs of the Site	8T
Project Name	Title	



APPENDIX 2 – GROUNDSURE REPORTS



Jomas Associates Ltd

Lakeside House, 1 Furzeground Way,

Stockley Park, UB11 1BD

GroundSure

HMD-377-1073606

Reference:

P8591J338.01

Your Reference: Report Date:

13 Sep 2013

Report Delivery

Method:

Email - pdf

Client Email: m

ms@jomasassociates.com

GroundSure EnviroInsight

Address: 254,KILBURN HIGH ROAD,LONDON, NW6 2BS

Dear Sir/Madam,

If you need any further assistance, please do not hesitate to contact our helpline on +44843 289 2187 quoting the above report reference number.

Yours faithfully,

Jomas Associates Ltd

Enc.

GroundSure EnviroInsight





GroundSure EnviroInsight

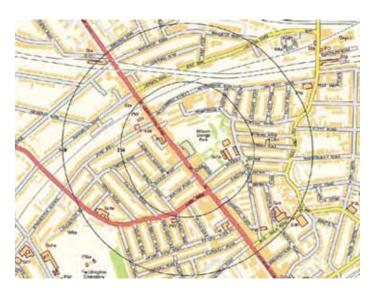
Address: 254,KILBURN HIGH ROAD,LONDON, NW6 2BS

Date: 13 Sep 2013

GroundSure Reference: HMD-377-1073606

Your Reference: P8591J338.01

Client: Jomas Associates Ltd



Brought to you by Jomas Associates Ltd





Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: 254, KILBURN HIGH ROAD, LONDON, NW6 2BS

Grid Reference: 524975,184276

Size of Site: 0.20 ha





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					
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	0	0	-	-
Records of Part A(1) and IPPC Authorised Activities	0	0	0	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	5	2	-	-
Records of Category 3 or 4 Radioactive Substances Authorisations	0	0	0	0	-	-
Records of Licensed Discharge Consents	0	0	0	0	-	-
Records of Planning Hazardous Substance Consents and Enforcements	0	0	0	0	-	-
1.2 Records of COMAH and NIHHS sites	0	0	0	0	-	-
1.3 Environment Agency Recorded Pollution Incidents						
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 2A 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	0	-
Landfill Data - Operational Landfill Sites	0	0	0	0	0	-
Environment Agency Historic Landfill Sites	0	0	0	0	0	1
Landfill Data - Non-Operational Landfill Sites	0	0	0	0	0	-
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	0	0	0	0





3. Current Land Uses	on-site	0-50	51-250	251- 500	501- 1000	1000-1500
3.1 Current Industrial Sites Data	1	1	20	-	-	-
3.2 Records of Petrol and Fuel Sites	0	0	0	3	-	-
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	No

study site? *
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 256

 $[\]ensuremath{^{*}}$ This includes an automatically generated 50m buffer zone around the site.

				251	F01	1001
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?				No		
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 2000m of the study site).	0	0	0	0	0	1
5.4 Surface Water Abstraction Licences (within 2000m of the study site).	0	0	0	0	0	0
$5.5\ \mbox{Potable}$ 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?				No	
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	No
5.8 Detailed River Network entries within 500m of the site	0	0	0	0	-	-
5.9 Surface water features within 250m of the study site	No	No	No	-	-	-
6. Flooding						

$6.1~\mathrm{Are}$ 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?

6.4 Are there any areas benefiting from Flood Defences within 250m of the study site?

6.5 Are there any areas used for Flood Storage within 250m of the study site?

6.6 What is the maximum BGS Groundwater Flooding susceptibility within 50m of the study site?

 ${\it 6.7~What is the BGS confidence\ rating\ for\ the\ Groundwater\ Flooding\ susceptibility\ areas?}$

Not	Applicable
MOL	Applicable

No

No

No

Negligible

7. Designated Environmentally Sensitive Sites		0-50	51-250	251- 500	501- 1000	1001- 2000
7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
7.2 Records of National Nature Reserves (NNR)		0	0	0	0	0





7.1 Records of Sites of Special Scientific Interest (SSSI)	0	0	0	0	0	0
7.3 Records of Local Nature Reserves (LNR)	0	0	0	0	0	2
7.4 Records of Special Areas of Conservation (SAC)	0	0	0	0	0	0
7.5 Records of Special Protection Areas (SPA)	0	0	0	0	0	0
7.6 Records of Ramsar sites	0	0	0	0	0	0
7.7 Records of World Heritage Sites	0	0	0	0	0	0
7.8 Records of Environmentally Sensitive Areas	0	0	0	0	0	0
7.9 Records of Areas of Outstanding Natural Beauty (AONB)	0	0	0	0	0	0
7.10 Records of National Parks	0	0	0	0	0	0
7.11 Records of Nitrate Sensitive Areas	0	0	0	0	0	0
7.12 Records of Nitrate Vulnerable Zones	0	0	0	0	0	0
7.13 Records of Ancient Woodlands	0	0	0	0	0	0

8. Natural Hazards

8.1 What is the maximum risk of natural ground subsidence?

Moderate

9. Mining

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

No

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

Negligible

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

No





Using this Report

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

1. Environmental Permits, Incidents and Registers

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

2. Landfills and Other Waste Sites

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

3. Current Land Uses

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

4. Geology

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

5. Hydrogeology and Hydrology

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

6. Flooding

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

7. Designated Environmentally Sensitive Sites

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

8. Natural Hazards

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

9. Mining

Provides information on areas of coal and shallow mining.





10. Contacts

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

Note: Maps

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

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

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



∢W

SW



NE

1. Environmental Permits, Incidents and Registers Map

LEIGH ROAD CHURCH ROA Paddington Cemetery SF © Crown copyright and database rights 2013. Ordnance Survey license 100035207. Authorisations, Incidents and Registers Legend OS Ordnance Survey Recorded Pollution Incident RAS 3 & 4 Authorisations Part A(1) Authorised Processes and Dangerous Substances (List 1) Historic IPC Authorisations Site Outline Dangerous Substances (List 2) Part A(2) and Part B Authorised Processes COMAH / NIHHS Sites Search Buffers (m) Water Industry Referrals Licenced Discharge Consents Sites Determined as Contaminated Land Hazardous Substance Consents Red List Discharge 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:	(
Database searched and no data found.	
Records of Part A(1) and IPPC Authorised Activities within 500m of the study site:	
Database searched and no data found.	
Records of Water Industry Referrals (potentially harmful discharges to the public sewer) within the study site:	500m of
Database searched and no data found.	
Records of Red List Discharge Consents (potentially harmful discharges to controlled waters) wit 500m of the study site:	thin
Database searched and no data found.	
Records of List 1 Dangerous Substances Inventory Sites within 500m of the study site:	
Database searched and no data found.	
Records of List 2 Dangerous Substance Inventory Sites within 500m of the study site:	
Database searched and no data found.	
Posserds of Part A/2) and Part P Activities and Enforcements within 500m of the study site.	
Records of Part A(2) and Part B Activities and Enforcements within 500m of the study site:	

The following Part A(2) and Part B Activities are represented as points on the Authorisations, Incidents and Registers map:

ID	Distance	Direction	NGR	Details		
1A	136.0	S	525000, 184100	Address: Dynes Motors Ltd, 52 Iverson Rd, London, NW6 2QX	Enforcement: No Enforcement Notified	
				Process: Vehicle Re-spray Process	Date of Enforcement: No Enforcement	
				Status: Historic	Notified	
				Permit Type: Part B	Comment: No Enforcement Notified	
2A	155.0	S	525007,	Address: Procon Ready Mix Ltd, Great Central	Enforcement: No Enforcements	
			184083	Way, Neasden, London, NW10 OLD	Notified	
				Process: Bulk Cement processing	Date of Enforcement: No	
				Status: Current Permit	Enforcements Notified	
				Permit Type: Part B	Comment: No Enforcements Notified	





3	165.0	S	524986, 184068	Address: Celebrity, 16 Willesden Lane, Kilburn, London, NW6 7SR	Enforcement: No Enforcements Notified
			104000	Process: Dry cleaning	Date of Enforcement: No
				Status: Current Permit	Enforcements Notified
					Comment: No Enforcements Notified
40	170.0	CE	F2F001	Permit Type: Part B	
4B	170.0	SE	525081,	Address: Crest Dry Cleaners , 220 Kilburn	Enforcement: No Enforcement
			184106	High Road, NW6 4JL	Notified
				Process: Dry Cleaner	Date of Enforcement: No Enforcement
				Status: Current Permit	Notified
				Permit Type: Part B	Comment: No Enforcement Notified
5B	170.0	SE	525081,	Address: Crest Dry Cleaners , 220 Kilburn	Enforcement: No Enforcement
			184106	High Road, NW6 4JL	Notified
				Process: Dry Cleaner	Date of Enforcement: No Enforcement
				Status: Historic	Notified
				Permit Type: Part B	Comment: No Enforcement Notified
6	264.0	N	524933,	Address: A B Dyne, 52 Iverson Road, London,	Enforcement: No Enforcement
			184573	NW6 2QX	Notified
				Process: Vehicle respraying	Date of Enforcement: No Enforcement
				Status: Current Permit	Notified
				Permit Type: Part B	Comment: No Enforcement Notified
7	431.0	NW	524634,	Address: Kilburn Service Station, 409 Kilburn	Enforcement: No Enforcements
			184597	High Road, London, NW6 7QF	Notified
				Process: Petrol Station	Date of Enforcement: No
				Status: Current Permit	Enforcements Notified
				Permit Type: Part B	Comment: No Enforcements Notified

Records of Category 3 of 4 Radioactive Substance Licences within 500m of the study site:	U
Database searched and no data found.	
Records of Licensed Discharge Consents within 500m of the study site:	0
Database searched and no data found.	
<u>k²</u>	
Records of Planning Hazardous Substance Consents and Enforcements within 500m of the study si	ite: 0
Records of Flaming Hazardous Substance Consents and Emorcements within Soom of the study st	te. U

1.2 Dangerous or Hazardous Sites

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

(

Database searched and no data found.

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

0

Database searched and no data found.

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

Database searched and no data found.





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

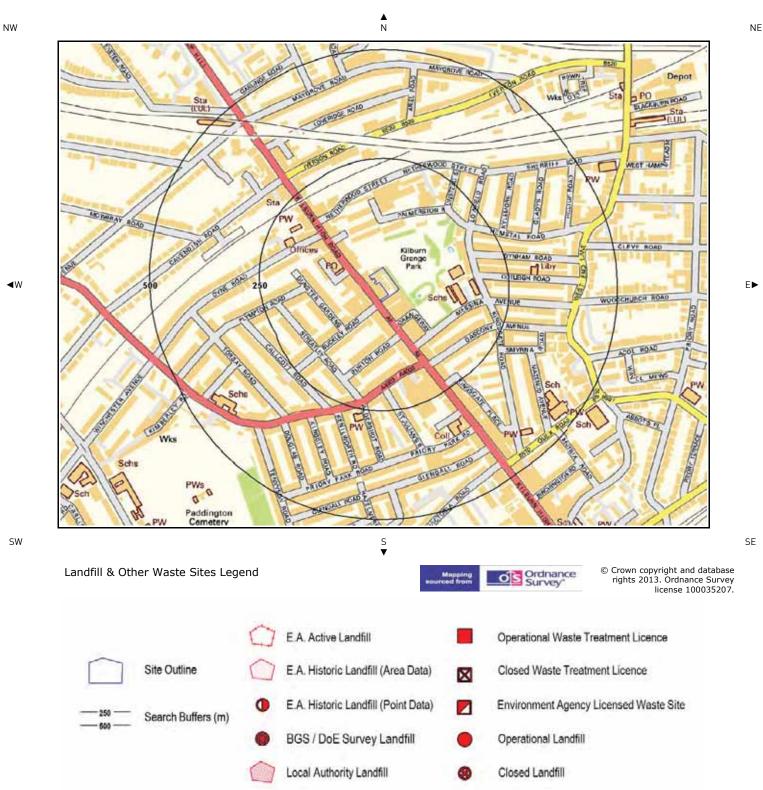
How many records of sites determined as contaminated land under Section 78R of the Environmental Protection Act 1990 are there within 500m of the study site?

Database searched and no data found.





2. Landfill and Other Waste Sites Map







2. Landfill and Other Waste Sites

2.1 Landfill Sites

Databas	e searched and n	data found.	
Records	of operational	landfill sites	sourced from Landmark within 1000m of the study site:
Databas	e searched and n	data found.	
Records	of Environmer	t Agency his	toric landfill sites within 1500m of the study site:
The follo	wing landfill reco	ds are repres	ented as either points or polygons on the Landfill and Other Waste Sites ma
ID Not shown	Distance Direct 1152.0 NE	on NGR 526000, 184800	Details Site Address: Canfield Place, London NW6 Waste Licence: - Site Reference: DON009 Waste Type: - Details Licence Issue: Licence Surrendered: Licence Hold Address: - Operator: -
	-		Environmental Permitting Regulations (Waste) Reference: - sites sourced from Landmark within 1000m of the study site:
	of non-operati		(Waste) Reference: -
Database Records	e searched and n	o data found.	(Waste) Reference: -
Database Records	e searched and n	o data found.	(Waste) Reference: - sites sourced from Landmark within 1000m of the study site:
Records Database	e searched and n	n-operation data found.	(Waste) Reference: - sites sourced from Landmark within 1000m of the study site:
Records Database Records	e searched and n	n-operation data found.	sites sourced from Landmark within 1000m of the study site: al landfill sites within 1500m of the study site:
Records Database Records Database	e searched and not of BGS/DoE not be searched and not of Local Authors	n-operation data found. rity landfill so	sites sourced from Landmark within 1000m of the study site: al landfill sites within 1500m of the study site:
Records Database Database Database 2.2 (e searched and not be sear	n-operation data found. rity landfill so data found.	sites sourced from Landmark within 1000m of the study site: al landfill sites within 1500m of the study site:
Records Database Database Database Database Records Records	e searched and not be sear	n-operation data found. rity landfill so data found. te Sites waste treati	sites sourced from Landmark within 1000m of the study site: al landfill sites within 1500m of the study site:
Records Database Database Database Database Database	e searched and not be sear	n-operation data found. rity landfill so data found. te Sites waste treation data found.	sites sourced from Landmark within 1000m of the study site: al landfill sites within 1500m of the study site:





Database searched and no data found.





3. Current Land Use Map







3. Current Land Uses

3.1 Current Industrial Data

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

22

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

ID	Distance	Direction	Company	Address	Activity	Category
1	0.0	On Site	Warehouse	NW6	Container and Storage	Transport, Storage and Delivery
2	8.0	SE	Venice Marble	254, Kilburn High Road, London, NW6 2BX	Stone Quarrying and Preparation	Extractive Industries
3	60.0	S	Electricity Sub Station	NW6	Electrical Features	Infrastructure and Facilities
4A	120.0	W	Livewire Home Integration Ltd	Unit 6 Drakes Courtyard 291, Kilburn High Road, London, NW6 7JR	Electronic Equipment	Industrial Products
5A	123.0	W	Direct Telecommunications London Ltd	Unit 5 Drakes Courtyard 291, Kilburn High Road, London, NW6 7JR	Radar and Telecommunicat ions Equipment	Industrial Products
6	146.0	Е	Electricity Sub Station	NW6	Electrical Features	Infrastructure and Facilities
7	152.0	NW	Northwest Cars	314, Kilburn High Road, London, NW6 2DG	Airlines and Airline Services	Transport, Storage and Delivery
8	163.0	W	Electricity Sub Station	NW6	Electrical Features	Infrastructure and Facilities
9	164.0	N	Sunrize Printware	Unit 232 Webheath, Netherwood Street, London, NW6 2JX	Clothing, Components and Accessories	Consumer Products
10 B	169.0	NE	Prisms Glass Design	Unit 31 Kingsgate Workshops 110- 116, Kingsgate Road, London, NW6 2JG	Glass	Industrial Products
11 B	169.0	NE	The Folding Co Ltd	Unit 31 Kingsgate Workshops 110- 116, Kingsgate Road, London, NW6 2JG	Furniture	Consumer Products
12 B	169.0	NE	Chris Bramble Ceramics	Unit 18 Kingsgate Workshops 110- 116, Kingsgate Road, London, NW6 2JG	Bricks, Tiles, Clay and Ceramic Products	Industrial Products
13 B	171.0	NE	Works	NW6	Unspecified Works Or Factories	Industrial Features
14	186.0	W	Echo Sourcing Ltd	25, Dunster Gardens, London, NW6 7NG	Clothing, Components and Accessories	Consumer Products
15	186.0	NW	Desktop & Laptop Repair	320, Kilburn High Road, London, NW6 2QN	Electrical Equipment Repair and Servicing	Repair and Servicing
16	188.0	S	M G Motoring	3 Brondesbury Mews, Willesden Lane, London, NW6 7RA	Vehicle Repair, Testing and Servicing	Repair and Servicing
17	215.0	N	Down & Bevan	Unit 243 Webheath, Netherwood Street, London, NW6 2JX	Furniture	Consumer Products
18	228.0	NE	Electricity Sub Station	NW6	Electrical Features	Infrastructure and Facilities
19	233.0	NW	Brondesbury Station	NW6	Railway Stations, Junctions and Halts	Public Transport, Stations and Infrastructure
20	236.0	Е	Roger la Borde	87, Kingsgate Road, London, NW6 4JY	Published Goods	Industrial Products
21	239.0	S	West London Catering Equipment Ltd	15, Willesden Lane, London, NW6 7RB	Food and Beverage Industry Machinery	Industrial Products
22	241.0	SE	Amherst Walkie Talkie Radio Centre	70, Kingsgate Road, London, NW6 4TE	Radar and Telecommunicat ions Equipment	Industrial Products





3.2 Petrol and Fuel Sites

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

3

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

ID	Distance	Direction	NGR	Company	Address	LPG	Status
23	331.0	S	525001, 183903	Obsolete	Gibbs Garages, 19-25, Willesden Lane, Willesden Lane, Kilburn, London, Greater London, NW6 7RD	Not Applicable	Obsolete
24	354.0	SW	524820, 183910	Obsolete	Kilburn Service Station, 100, Willesden Lane, Willesden Lane, Torbay Road, Kilburn, London, Greater London, NW6 7TW	Not Applicable	Obsolete
25	415.0	NW	524657, 184597	Shell	Shell Kilburn, 409, Kilburn High Road, Kilburn High Road, Christchurch Ave, Kilburn, London, Greater London, NW6 7QG	No	Open

3.3 Underground High Pressure Oil and Gas Pipelines

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

0

Database searched and no data found.





4. Geology

4.1 Artificial Ground and Made Ground

Database searched and no data found.

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

4.2 Superficial Ground and Drift Geology

Database searched and no data found. The database has been searched on site, including a 50m buffer.

4.3 Bedrock and Solid Geology

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

LEX Code	Description	Rock Type
LC-CLSS	LONDON CLAY FORMATION	CLAY, SILT AND SAND
(Derived from the BGS 1:50,000 Digital Geolog	cal Map of Great Britain)	

For more detailed geological and ground stability data please refer to the "GroundSure GeoInsight". Available from our website.





NE

5a. Hydrogeology - Aquifer Within Superficial Geology

LIBERT HONO Paddington Cemetery S SE © Crown copyright and database rights 2013. Ordnance Survey license 100035207. Aquifer Within Superficial Geology Legend Secondary Aquifer - Undifferentiated Layers Principal Aquifer Site Outline Unproductive Secondary (A) Aquifer - Permeable Layers Search Buffers (m) Unknown (lakes and landslip) Secondary (B) Aquifer - Lower Permeability Layers



SW



NE

5b. Hydrogeology - Aquifer Within Bedrock Geology and Abstraction Licenses

SE Aquifer Within Bedrock Geology Legend © Crown copyright and database rights 2013. Ordnance Survey license 100035207. Secondary Aquifer - Undifferentiated Layers Principal Aquifer Site Outline Unproductive Secondary (A) Aquifer - Permeable Layers Unknown (lakes and landslip) Secondary (B) Aquifer - Lower Permeability Layers Search Buffers (m) Surface Water Abstraction Licence Groundwater Abstraction Licence



SW



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

NE CHURCH ROAD OL POAD SE © Crown copyright and database rights 2013. Ordnance Survey license 100035207. SPZ and Potable Water Abstraction Licenses Legend Source Protection Zone 1 - Inner Catchment Site Outline Source Protection Zone 2 - Outer Catchment Potable Water Abstraction Licence Search Buffers (m) Source Protection Zone 3 - Total Catchment

Source Protection Zone 4 - Zone of Special Interest





5d. Hydrology – Detailed River Network and River Quality







5. Hydrogeology and Hydrology

5.1 Aguifer within Superficial Deposits

Are there records of productive strata 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 Aguifer within Bedrock Deposits

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

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

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

ID	Distance [m]	Direction	Designation	Description
1	0.0	On Site	Unproductive	These are rock layers or drift deposits with low
				permeability that have negligible significance for water
				supply or river base flow
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):

Distance	Direction	NGR	Details		
1794.0	Е		Licence No: 28/39/39/0219	Annual Volume (m³): 10512	
			Details: Spray Irrigation - Direct	Max Daily Volume (m³): 28.8	
			Direct Source: Thames Groundwater	Original Application No: WRA/N/1407	
			Point: Swiss Cottage Open Space-	Original Start Date: 12/8/2005	
			Borehole	Expiry Date: 31/3/2013	
			Data Type: Point	Issue No: 1	
				Version Start Date: 1/4/2008	
				Version End Date:	
				1794.0 E Licence No: 28/39/39/0219 Details: Spray Irrigation - Direct Direct Source: Thames Groundwater Point: Swiss Cottage Open Space- Borehole	

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?

No

Database searched and no data found.

5.6 Source Protection Zones

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

No

Database searched and no data found.

5.7 River Quality

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

No

Biological Quality:

Database searched and no data found.

Chemical Quality:

Database searched and no data found.

5.8 Detailed River Network

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

No

Database searched and no data found.

5.9 Surface Water Features

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

No

Database searched and no data found.

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NE

6. Environment Agency Flood Map

NW CHUNCH ROAD Paddington Cemetery SE SW © Crown copyright and database rights 2013. Ordnance Survey license 100035207. **Environment Agency Flood Legend** Zone 2 Floodplain Site Outline Zone 3 Floodplain Flood Storage Area Search Buffers (m) Area Benefiting from Flood Defences Flood Defences





6. Flooding

6.1 Zone 2 Flooding

Zone 2 floodplain estimates the annual probability of flooding as one in one thousand (0.1%) or greater from rivers and the sea but less than 1% from rivers or 0.5% from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 2 floodplain?

No

Database searched and no data found.

6.2 Zone 3 Flooding

Zone 3 estimates the annual probability of flooding as one in one hundred (1%) or greater from rivers and a one in two hundred (0.5%) or greater from the sea. Alternatively, where information is available they may show the highest known flood level.

Is the site within 250m of an Environment Agency indicative Zone 3 floodplain?

No

Database searched and no data found.

6.3 Flood Defences

Are there any Flood Defences within 250m of the study site?

No

6.4 Areas benefiting from Flood Defences

Are there any areas benefiting from Flood Defences within 250m of the study site?

No

6.5 Areas used for Flood Storage

Are there any areas used for Flood Storage within 250m of the study site?

No

6.6 Groundwater Flooding Susceptibility Areas

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

No

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

Negligible





6.7 Groundwater Flooding Confidence Areas

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

Not Applicable

Notes:

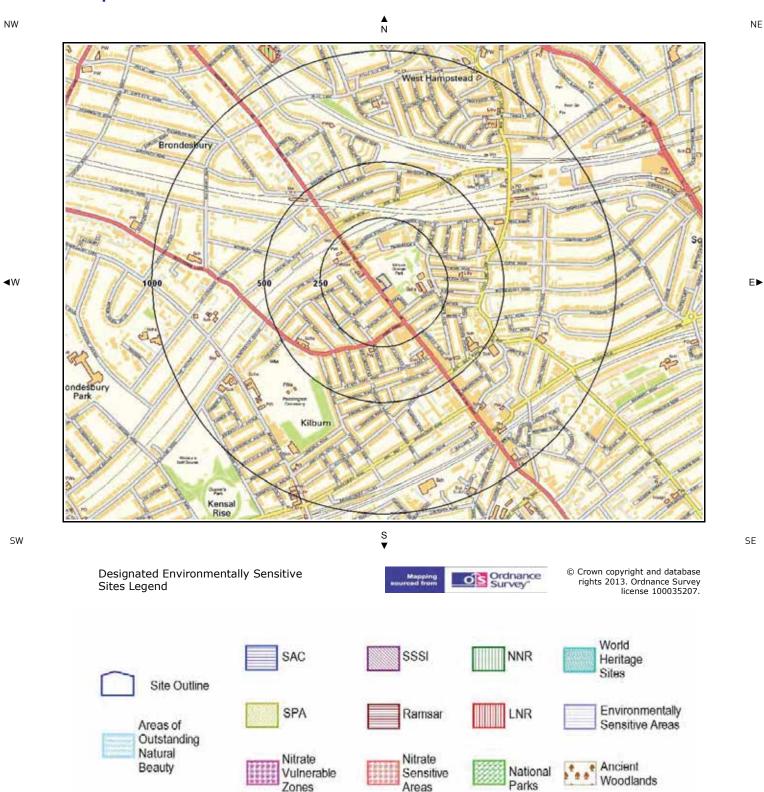
Groundwater flooding is defined as the emergence of groundwater at the ground surface or the rising of groundwater into man-made ground under conditions where the normal range of groundwater levels is exceeded.

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





Report Reference: HMD-377-1073606



7. Designated Environmentally Sensitive Sites

<u> </u>		ntally Sensitive Sites within 2000m of the study site?	
	s of Sites of Special Scientifice searched and no data found.	ic Interest (SSSI) within 2000m of the study site:	0
	s of National Nature Reserve	es (NNR) within 2000m of the study site:	0
	s of Special Areas of Conserse searched and no data found.	vation (SAC) within 2000m of the study site:	0
	s of Special Protection Areasese searched and no data found.	s (SPA) within 2000m of the study site:	0
	s of Ramsar sites within 200 se searched and no data found.		0
The follo	owing Local Nature Reserve (I	LNR) within 2000m of the study site: LNR) records provided by Natural England/Countryside Council for Wales ted as polygons on the Designated Environmentally Sensitive Sites Map:	2
ID 1 2	Distance Direction 1071.0 NW 1078.0 NW	LNR Name Data Source Westbere Copse Natural England Westbere Copse Natural England	
	s of World Heritage Sites wi	thin 2000m of the study site:	0
	s of Environmentally Sensitics searched and no data found.	ve Areas within 2000m of the study site:	0
	s of Areas of Outstanding Nate searched and no data found.	atural Beauty (AONB) within 2000m of the study site:	0
	Poforonco: HMD-377-1073606		





Records of National Parks (NP) within 2000m of the study site:	0
Database searched and no data found.	
<u>8</u> 2	
Records of Nitrate Sensitive Areas within 2000m of the study site:	0
Database searched and no data found.	
<u>82</u>	
Records of Nitrate Vulnerable Zones within 2000m of the study site:	0
Database searched and no data found.	
Records of Ancient Woodland 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.

8.1.3 Soluble Rocks

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

Null - Negligible

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

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.

8.1.6Running Sand

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

Negligible

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

Hazard

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

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





9.Mining

9.1 Coal Mining

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

No

Database searched and no data found.

9.2 Shallow Mining

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

Negligible

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

9.3 Brine Affected Areas

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

No

Guidance: No Guidance Required.





10.Contacts

Jomas Associates Ltd

Telephone: +44843 289 2187 rs@jomasassociates.com



British Geological Survey (England & Wales)

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

https://www.gov.uk/government/organisations/public-health-england

Email: enquiries@phe.gov.uk Main switchboard: 020 7654 8000

The Coal Authority

200 Lichfield Lane, Mansfield, Notts NG18 4RG

Tel: 0845 762 6848 DX 716176 Mansfield 5

Web: www.groundstability.com

Ordnance Survey

Romsey Road

Southampton SO16 4GU Tel: 08456 050505

Local Authority

Authority: Camden London Borough Council

Phone: 020 7278 4444 Web: www.camden.gov.uk

Address: Camden Town Hall, Judd Street, Camden, London, WC1H 9JE

Get Mapping PLC

Virginia Villas, High Street, Hartley Witney, Hampshire RG27 8NW

Tel: 01252 845444

Acknowledgements

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

PointX © Database Right/Copyright, Thomson Directories Limited © Copyright Link Interchange Network Limited © Database Right/Copyright and Ordnance Survey © Crown Copyright and/or Database Right. All Rights Reserved. Licence Number [03421028]. This report has been prepared in accordance with the GroundSure Ltd standard Terms and Conditions of business for work of this nature.















Standard Terms and Conditions

1 Definitions

In these terms and conditions unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 The Client's obligations

3.1The 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

- 4.1The 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

- 5.1GroundSure 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 Contract by GroundSure or its employees, agents or subcontractors:
- (ii) any use made of the Reports, Services, Materials or any part of them; and
- (iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.
- 7.4 GroundSure shall not be liable for
- (i) loss of profits;
- (ii) loss of business;
- (iii) depletion of goodwill and/or similar losses;
- (iv) loss of anticipated savings;
- (v) loss of goods;
- (vi) loss of contract;
- (vii) loss of use;
- (viii) loss or corruption of data or information;
- (ix) business interruption;
- (x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- (xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;
- (xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;
- (xiii) loss or damage to a computer, software, modem, telephone or other property; and
- (xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.
- 7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.
- 7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

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

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

9. Client's Right to Terminate and Suspend

- 9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.
- 9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:
- (i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and
 - (ii) the Reports and/or Mapping provided under this Contract are
 (a) supplied to the Client's specification(s) and in any event
 (b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

- (i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and
- (ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract. 11 Anti-Bribery

11.1 The Client warrants that it shall:

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

12 General

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

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

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant

party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

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

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Jomas Associates Ltd Lakeside House, 1 Furzeground Way, Stockley Park, UB11 1BD

Report Reference: HMD-377-

1073607

P8591J338.01 Your Reference: Report Date 13 Sep 2013

Method:

Report Delivery Email - pdf

GroundSure GeoInsight

Address: 254,KILBURN HIGH ROAD,LONDON, NW6 2BS

Dear Sir/Madam,

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

If you need any further assistance, please do not hesitate to contact our helpline on +44843 289 2187 quoting the above report reference number.

Yours faithfully,

Jomas Associates Ltd

Enc.

GroundSure GeoInsight





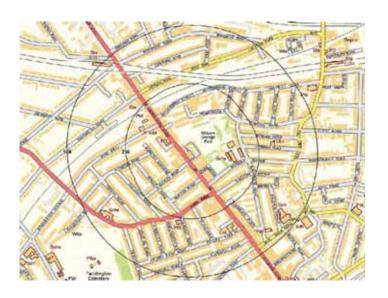
GroundSure GeoInsight

Address: 254,KILBURN HIGH ROAD,LONDON, NW6 2BS

Date: 13 Sep 2013

Report Reference: HMD-377-1073607

Your Reference: P8591J338.01

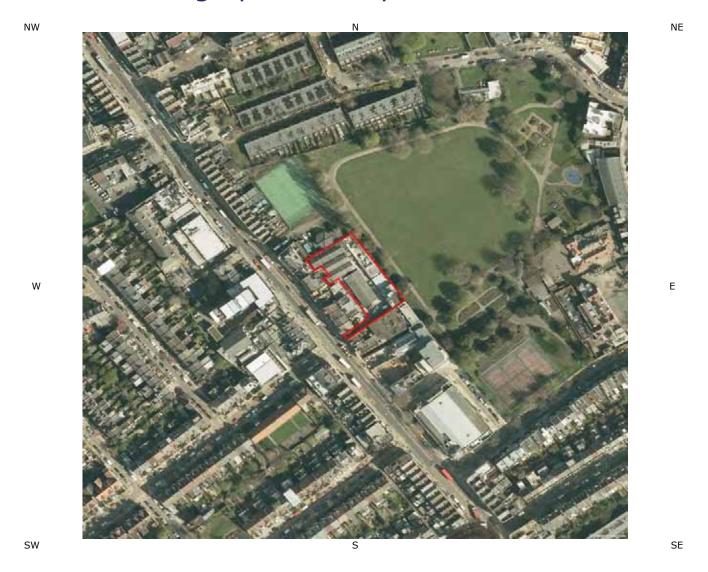


Brought to you by Jomas Associates Ltd





Aerial Photograph of Study Site



Aerial photography supplied by Getmapping PLC. © Copyright Getmapping PLC 2003. All Rights Reserved.

Site Name: 254, KILBURN HIGH ROAD, LONDON, NW6 2BS

Grid Reference: 524975,184276

Size of Site: 0.20 ha



Report Section



Number of records found within (X) m of the study site

No radon protective measures are necessary

Overview of Findings

The GroundSure GeoInsight provides high quality geo-environmental information that allows geo-environmental professionals and their clients to make informed decisions and be forewarned of potential ground instability problems that may affect the ground investigation, foundation design and possibly remediation options that could lead to possible additional costs.

The report is based on the BGS 1:50,000 Digital Geological Map of Great Britain, BGS Geosure data; BRITPITS database; Shallow Mining data and Borehole Records, Coal Authority data including brine extraction areas, PBA non-coal mining and natural cavities database, Johnson Poole and Bloomer mining data and GroundSure's unique database including historical surface ground and underground workings.

For further details on each dataset, please refer to each individual section in the 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.

1. Geology	Description
1.1 Artificial Ground,	
1.1.1 Is there any Artificial Ground /Made Ground present beneath the study site?*	No
1.1.2 Are there any records relating to permeability of artificial ground within the study site* boundary?	No
1.2 Superficial Geology & Landslips	
1.2.1 Is there any Superficial Ground/Drift Geology present beneath the study site?*	No
1.2.2 Are there any records relating to permeability of superficial geology within the study site* boundary?	No
1.2.3 Are there any records of landslip within 500m of the study site boundary?	No
1.2.4 Are there any records relating to permeability of landslips within the study site* boundary?	No
1.3 Bedrock, Solid Geology & Faults	
1.3.1 For records of Bedrock and Solid Geology beneath the study site* see the detailed findings section.	
1.3.2 Are there any records relating to permeability of bedrock within the study site* boundary?	Yes
1.3.3 Are there any records of faults within 500m of the study site boundary?	No
1.3.4 Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?	The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level
$1.3.5 \; \text{Is} \; \text{the property in an area where Radon Protection Measures are required}$	

^{*} This includes an automatically generated 50m buffer zone around the site

for new properties or extensions to existing ones as described in

publication BR211 by the Building Research Establishment?

Source:Scale 1:50,000 BGS Sheet No:256





2. Ground Workings	on-site	0-50	51-250	251-500	501-1000
2.1 Historical Surface Ground Working Features from Small Scale Mapping	0	0	6	-	-
2.2 Historical Underground Workings Features from Small Scale Mapping	0	0	0	0	0
2.3 Current Ground Workings	0	0	0	0	0
3. Mining, Extraction & Natural Cavities	on-site	0-50	51-250	251-500	501-1000
3.1 Historical Mining	0	0	0	0	0
3.2 Coal Mining	0	0	0	0	0
3.3 Johnson Poole and Bloomer Mining Area	0	0	0	0	0
3.4 Non-Coal Mining*	0	0	0	0	0
3.5 Non-Coal Mining Cavities	0	0	0	0	0
3.6 Natural Cavities	0	0	0	0	0
3.7 Brine Extraction	0	0	0	0	0
3.8 Gypsum Extraction	0	0	0	0	0
3.9 Tin Mining	0	0	0	0	0
3.10 Clay Mining	0	0	0	0	0
*This includes an automatically generated 50m buffer zone around the	ne site				
4. Natural Ground Subsidence	on-site*	0-50	51-250	251-500	501-1000
4.1 Shrink-Swell Clay	Moderate	-	-	-	-
4.2 Landslides	Very Low	-	-	-	-
4.3 Ground Dissolution of Soluble Rocks	Null	-	-	-	-
4.4 Compressible Deposits	Negligible	-	-	-	-
4.5 Collapsible Deposits	Very Low	-	-	-	-
4.6 Running Sand	Negligible	-	-	-	-
* This includes an automatically generated 50m buffer zone around t	he site				
5. Borehole Records	on-site	0-50	51-250	251-500	501-1000
5.1 BGS Recorded Boreholes	0	1	5	-	-
6. Estimated Background Soil Chemistry	on-site	0-50	51-250	251-500	501-1000
6.1 Records of Background Soil Chemistry	2	0	0	-	-



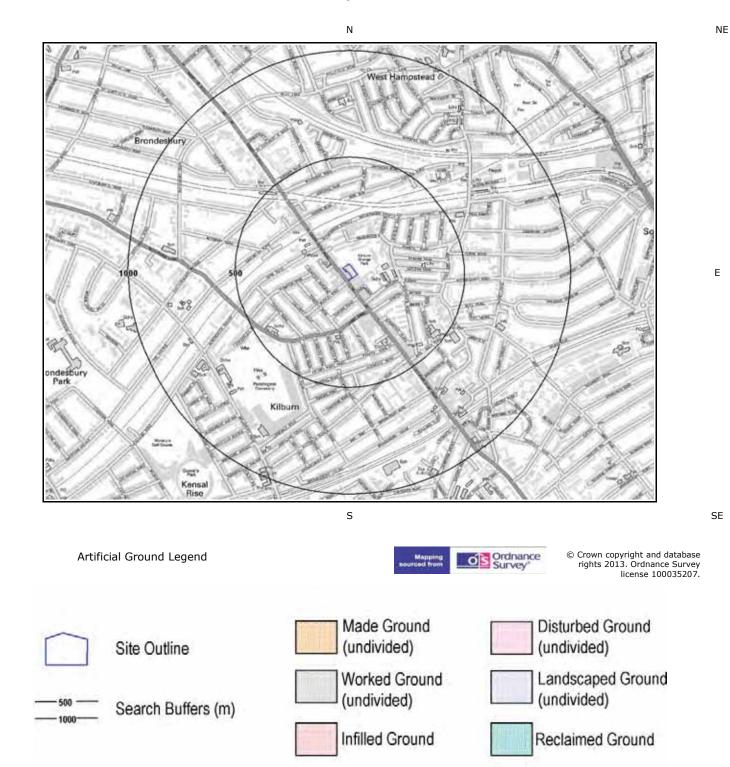
NW

W

SW



1.1 Artificial Ground Map



Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.





1.1 Artificial Ground

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:256

1.1.1 Artificial/Made Ground

Are there any records of Artificial/Made Ground within 500m of the study site boundary?

No

Database searched and no data found.

1.1.2 Permeability of Artificial Ground

Are there any records relating to permeability of artificial ground within the study site* boundary?

No

Database searched and no data found.

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



NW

SW



NE

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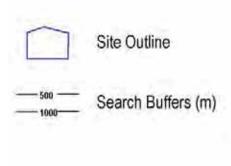
1.2 Superficial Deposits and Landslips Map

Sta 1000 Depot 1000 De

Superficial and Landslips Legend



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Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.





1.2 Superficial Deposits and Landslips

1.2.1 Superficial Deposits/Drift Geology

Are there any records of Superficial Deposits/Drift Geology within 500m of the study site boundary? No Database searched and no data found.

1.2.2 Permeability of Superficial Ground

Are there any records relating to permeability of superficial ground within the study site* boundary? No Database searched and no data found.

1.2.3 Landslip

Are there any records of Landslip within 500m of the study site boundary?

No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Artificial / Made Ground, Superficial / Drift Geology and Landslips. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.2.4 Landslip Permeability

Are there any records relating to permeability of landslips within the study site* boundary?

No

Database searched and no data found.

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





NE

Е

1.3 Bedrock and Faults Map

W 1000 500

SW S SE

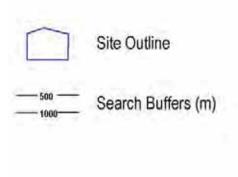
Kilburn

Bedrock & Faults Deposits Legend

Kensal Rise



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Geological information represented on the mapping is derived from the BGS Digital Geological map of Great Britain at 1:50,000 scale.





1.3 Bedrock, Solid Geology & Faults

The following geological information represented on the mapping is derived from 1:50,000 scale BGS Geological mapping, Sheet No:256

1.3.1 Bedrock/Solid Geology

Records of Bedrock/Solid Geology within 500m of the study site boundary:

ID	Distance (m)	Direction	LEX Code	Rock Description	Rock Age	
1	0.0	On Site	LC-CLSS	London Clay Formation - Clay, Silt And Sand	Eocene	

1.3.2 Permeability of Bedrock Ground

Are there any records relating to permeability of bedrock ground within the study site* boundary?

Yes

Distance (m)	Direction	Flow type	Maximum Permeability	Minimum Permeability
0.0	On Site	Mixed	Moderate	Very Low
0.0	On Site	Mixed	Moderate	Very Low

1.3.3 Faults

Are there any records of Faults within 500m of the study site boundary?

No

Database searched and no data found.

The geology map for the site and surrounding area are extracted from the BGS Digital Geological Map of Great Britain at 1:50,000 scale.

This Geology shows the main components as discrete layers, these are: Bedrock/ Solid Geology and linear features such as Faults. These are all displayed with the BGS Lexicon code for the rock unit and BGS sheet number. Not all of the main geological components have nationwide coverage.

1.3.4 Radon Affected Areas

Is the property in a Radon Affected Area as defined by the Health Protection Agency (HPA) and if so what percentage of homes are above the Action Level?

The property is not in a Radon Affected Area, as less than 1% of properties are above the Action Level

1.3.5 Radon Protection

Is the property in an area where Radon Protection are required for new properties or extensions to existing ones as described in publication BR211 by the Building Research Establishment?

No radon protective measures are necessary

 $^{\ ^{*}}$ This includes an automatically generated 50m buffer zone around the site.



NW

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SW



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2. Ground Workings Map

SHERRIFF Sta Offices Kilburn DYNHAM ROAD Grange Park AVENUE AVENUE SMYRNA © Crown copyright and database rights 2013. Ordnance Survey license 100035207. **Ground Workings Legend** Historic Surface Ground Workings Site Outline

Historic Underground Workings

Current Ground Workings

Report Reference: HMD-377-1073607

Search Buffers (m)





2. Ground Workings

2.1 Historical Surface Ground Working Features derived from Historical Mapping

This dataset is based on GroundSure's unique Historical Land Use Database derived from 1:10,560 and 1:10,000 scale historical mapping.

Are there any Historical Surface Ground Working Features within 250m of the study site boundary? Yes

The following Historical Surface Ground Working Features are provided by GroundSure:

ID	Distance (m)	Direction	NGR	Use	Date
1A	105.0	NE	525107,184335	Pond	1973
2A	105.0	NE	525107,184335	Pond	1968
3A	105.0	NE	525107,184335	Pond	1989
4A	105.0	NE	525107,184335	Pond	1957
5A	105.0	NE	525107,184335	Pond	1940
6A	109.0	NE	525111,184335	Pond	1920

2.2 Historical Underground Workings Features derived from Historical Mapping

This data is derived from the GroundSure unique Historical Land Use Database. It contains data derived from 1:10,000 and 1:10,560 historical Ordnance Survey Mapping and includes some natural topographical features (Shake Holes for example) as well as manmade features that may have implications for ground stability. Underground and mining features have been identified from surface features such as shafts. The distance that these extend underground is not shown.

Are there any Historical Underground Working Features within 1000m of the study site boundary? No

Database searched and no data found.

2.3 Current Ground Workings

This dataset is derived from the BGS BRITPITS database covering active; inactive mines; quarries; oil wells; gas wells and mineral wharves; and rail deposits throughout the British Isles.

Are there any BGS Current Ground Workings within 1000m of the study site boundary?

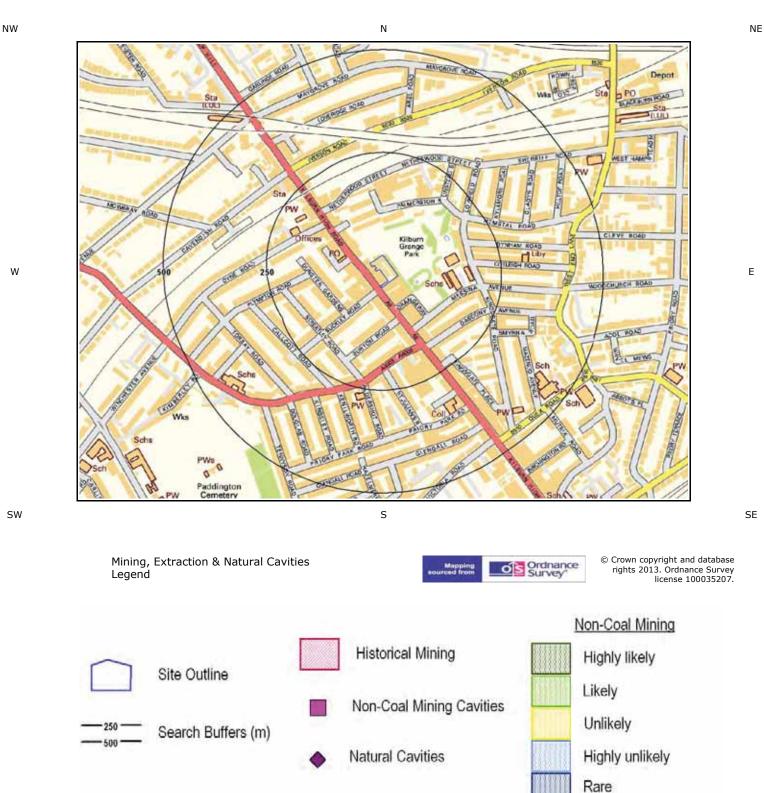
No

Database searched and no data found.





3. Mining, Extraction & Natural Cavities Map







3. Mining, Extraction & Natural Cavities

3.1 Historical Mining

This dataset is derived from GroundSure unique Historical Land-use Database that are indicative of mining or extraction activities.

Are there any Historical Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.2 Coal Mining

This dataset provides information as to whether the study site lies within a known coal mining affected area as defined by the coal authority.

Are there any Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.3 Johnson Poole and Bloomer

This dataset provides information as to whether the study site lies within an area where JPB hold information relating to mining.

Are there any JPB Mining areas within 1000m of the study site boundary?

No

The following information provided by JPB is not represented on Mapping:

Database searched. No results found.

3.4 Non – Coal Mining

This dataset provides information as to whether the study site lies within an area which may have been subject to non-coal historic mining.

Are there any Non-Coal Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.5 Non - Coal Mining Cavities

This dataset provides information from the Peter Brett Associates (PBA) mining cavities database (compiled for the national study entitled "Review of mining instability in Great Britain, 1990" PBA has also continued adding to this database) on mineral extraction by mining.

Are there any Non-Coal Mining cavities within 1000m of the study site boundary?

No





Database searched and no data found.

3.6 Natural Cavities

This dataset provides information based on Peter Brett Associates natural cavities database.

Are there any Natural Cavities within 1000m of the study site boundary?

No

Database searched and no data found.

3.7 Brine Extraction

This dataset provides information from the Brine Compensation Board which has been discontinued and is now covered by the Coal Authority.

Are there any Brine Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.8 Gypsum Extraction

This dataset provides information on Gypsum extraction from British Gypsum records.

Are there any Gypsum Extraction areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.9 Tin Mining

This dataset provides information on tin mining areas and is derived from tin mining records. This search is based upon postcode information to a sector level. More detailed information on potential Tin Mining may be found in Section 3.4 – Non-Coal Mining Hazards.

Are there any Tin Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.

3.10 Clay Mining

This dataset provides information on Kaolin and Ball Clay mining from relevant mining records.

Are there any Clay Mining areas within 1000m of the study site boundary?

No

Database searched and no data found.