DESK STUDY REPORT FOR

YACHTHAVEN COPSE LANE

HAYLING ISLAND

Report prepared by
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26 October 2010

DESK STUDY REPORT FOR YACHTHAVEN COPSE LANE HAYLING ISLAND PO11 ORH

Introduction

Yachthaven (also referred to as Yacht Haven) is a vacant area of land of approximately 31000 sq.m which lies on the eastern shores of Chichester Harbour and proposals are being considered for the construction of six dwellings with mooring facilities.

The purpose of this report is to make a preliminary risk assessment with respect to possible contamination of the soil within and around the proposed boundaries in order to develop an initial source~pathway~receptor conceptual site model (CSM) and to propose the scope for further work that may be necessary to refine the CSM and thereby enable a more reliable risk assessment to be made.

Site Location

A recent map of the area is attached

Postal area PO11ORH

Grid Reference 472860 101830

Average altitude The site slopes from about 4m in Copse Lane in the north to to about 1.0m above sea level in the south.

Site History

The following history of the site has been compiled from an examination of old OS maps.

1870

The site is shown as an open field with Oyster Beds beyond the shoreline. A large excavation possibly for clay or gravel is shown on the southern boundary

1890

This still shows an open field but the Oyster Beds appear to have been abandoned. The excavation appears to have not been filled in. A footpath on the southern boundary is shown as a Public footpath.

1900

No change from previous map

1910

No change from previous map

1930

This map shows the site as a partially wooded field with old Oyster Beds close to the shoreline. No access road to Copse Lane is present.

1940

A large building (probably a boat shed is shown constructed on the site together with two or three sheds and a slipway. The public footpath is shown on the southern boundary of the site alongside the shoreline. An access road from Copse Lane is shown.

1950

This shows landing stages in the southern shoreline

1960

This shows further developments of the slipway and landing stages.
The excavation shown in previous maps is now indicated as a pond
The oyster beds are no longer present

2010

The very large building/shed on the site is not present and a caravan park and camping centre has been developed north of the site. A dwelling appears on the east of the site but the land to the west of the site is still open fields.
The pond is not shown in this map and appears to have been filled in.

Walkover survey

A walkover survey of the site was made on 21 October 2010.
Access to the site from Copse Road has been closed by a substantial gate thus preventing the site from being used for fly tipping. There appeared to be no noticeable changes since the site was last visited in July 2002. The sheds are mostly in a poor state of repair and apart from one have not been used but there was some evidence of their use as workshops. A considerable amount of builders rubble was seen including large precast concrete beams and quantities of scrap metal. Empty oil drums and paint cans were also visible. Detailed inspection of the inside of the sheds was not possible at the time of the visit. The site was not overgrown suggesting that in a large part of the site the old topsoil has been removed and made up ground is not suitable for plant growth.

Geology of area

According to a geological map of the area (BGS Sheet 331 Solid and Drift Edition) the expected soil at the site is a recent deposit of beach material (silt, sand and gravel) overlying the clays and sands of the Lambeth Group.
The Lambeth Group (formerly known as Reading Beds) in this are consist of reddish brown clays with occasional layers of sands.

Sitecheck Review

Landmark Information Group have carried out a Sitecheck review of the site and their report SCC 32781252 1 1 dated 19 October 2010 is attached. A summary of their findings is as follows.

1. The total site area is 31371 m^2
2. The likelihood of the site having contaminants is low to moderate
3. The expected natural soil at the site is superficial recent deposits of beach and tidal flat material (sand, silt and gravel) overlying the Lambeth Group.
4. A registered landfill site for construction and demolition waste is located to the southeast of the site.
5. The site is located in a highly sensitive environmental setting
6. Ground conditions could represent an environmental liability for current and Future owners.
7. Intrusive investigations are recommended to qualify possible risks.
8. The existing sheds on the site may be a source of asbestos.
9. The LA planning department may require a flood risk assessment to be Made
10. A ecological scoping report may be required.
11. Possible receptors of contamination from the site include Chichester and Langstone Harbours.
12. The site is not in a radon affected area.
13. There is a moderate risk of swelling/shrinking of clay soils at the site
14. Most of the southern half of the site may have been made up to current level by landfill.
15. A contemporary trade directory lists the following trades being carried out less that 250m from the site.
    Garage services, pet foods and animal feeds, catering equipment, tents, car

body repairs, concrete products.

16. Past industrial activities within 500m of the site include manufacture of clay bricks and tiles and quarrying for sand and clay
17. There is at least one area of unknown filled ground within 250m of the site.

Previous contaminaton survey of site.

A fairly comprehensive contamination survey was carried out on the site by the present author in July/August 2002. This survey included the putting down of four window sampling boreholes and twenty two mechanically excavated trial pits . Forty samples of soil were taken from various depths and each sample was tested for contaminants as specified in the now defunct ICRCL suite.

Gas monitoring was also carried out in the locations of the four window sampling boreholes. The results of all these tests was submitted to Havant Borough Council in 2002 as part of a planning application and is summarized as follows.

Contaminant	Max recorded	Min recorded	Site Average mg/kg
Arsenic	108	6.0	15
Cadmium	2	<0.5	0.6
Chromium	99	11	32
Nickel	366	9	29
Lead	3096	25	206
Mercury	217	<0.5	6.6
Selenium	1.1	<0.5	0.6
Zinc	7881	24	368
Boron	12.1	<0.5	1.7
pH	8.7	7.3	8.1
Total Sulphate	0.04	0.01	0.02
Total Phenols	<1	<1	<1
Total Cyanide	<1	<1	<1
Sulphide	<2	<2	<2
Elemental Sulphur	1330	<20	316
Total PAH	117	<0.5	12.5
Hexavalent Chromium	<2	<2	<2

Gas monitoring

Levels of methane, carbon dioxide and oxygen were measured in the four window sample boreholes on site in 2002. This was done on three occasions 16 July , 2 August and 7 September. Although some methane and carbon dioxide were recorded in July these levels had dropped to negligible amounts by September.

Comments on results of July/August 2002 contamination tests

The average values quoted above are for forty tests for the same contaminant taken at different locations and different depths in the top 1.5m.

The results above confirm the Landmark report that a moderate amount of contamination is to be expected on the site in view of the past usage of the site. However the site averages for the contaminants tested for are in general lower than that allowable for residential development with plant uptake although there are undoubtedly 'hot spots' on the site where these levels have been exceeded for some of the contaminants.

Initial Site Conceptual Model

Source

By virtue of the past usage of the site there areas where contamination levels may be high are to be expected.

Pathway

Rain water could to wash soluble contaminants into Chichester Harbour.

Plant uptake is a possibility.

Receptors

Marine life in Chichester Harbour could be affected by pollution from the site.

Site workmen involved in excavation work may inhale contaminated dust or have dermal contact. Asbestos fibres if present could disperse by wind to adjoining sites.

Preliminary Risk Assessment

If the site is left untouched the risk of further contamination of Chichester Harbour may be regarded as low.

If no precautions are taken during demolition of the existing buildings the risk of asbestos fibres being freed may be regarded as moderate to high. Workers on site may require personal protection equipment until all hot spots are cleared.

Conclusions and recommendations for further work

The information on the site that is currently available suggests that the level of contamination or gases on the site is not serious enough to warrant major remedial works to be carried out but further testing is recommended.

The Sitecheck Report and the previous contamination survey results suggest that further work is desirable in order to improve upon the initial site conceptual model.

In view of the great sensitivity of the area it is suggested that the Local Planning Authority be contacted so that a scheme for this further work can be agreed and implemented.

[redacted]

L R Pimenta MSc

26 October 2010

Sitecheck® Review

In Conjunction with:

RPS Consultants
RISK MANAGEMENT

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Report Reference: **SCC_32781252_1_1**

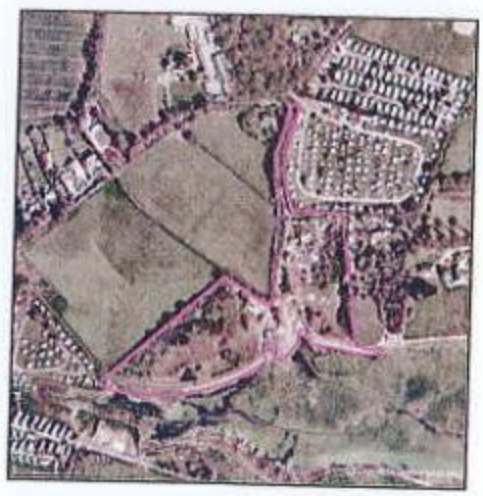
Report Date: **19-OCT-2010**

Customer Reference: **Yachthaven Hayling Island**

National Grid Reference: **472860 101830**

Site Area: **31371 m²**





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

Telephone: **0844 844 9966**
Fax: **0844 844 9980**
Email: **info@landmarkinfo.co.uk**
Website: **www.sitecheck.co.uk**

Landmark Information Group

Sitecheck Review

RPS Consultants
RISK MANAGEMENT

RPS Risk Assessment

Current Use

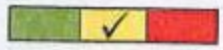
Vacant

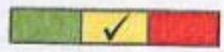
Proposed Use

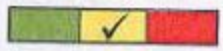
6x Residential dwellings with marina facilities

Summary of Findings

FURTHER ACTION ADVISED (SEE RECOMMENDATIONS)

Likelihood of significant ground contamination existing beneath the site 

Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) in its current use 

Likelihood to be defined as 'contaminated' under Part IIA of EPA (1990) for proposed use 

Note: Where redevelopment is proposed, the RPS risk rating for the proposed use has assumed that no further contaminated land investigation / remediation work will be carried out. However, in reality, where the risk is 'moderate' or 'high' it is likely that the Local Authority will require further investigation (and possible remedial works) as a standard condition of planning to ensure that the site does not meet the definition of 'contaminated land' under Part IIA of the EPA 1990, and that the is considered suitable for its proposed use. This is a requirement of Planning Policy Statement 23: Planning and Pollution Control; Annex 2 - Development on Land Affected by Contamination.

Other Factors

Low Potential for Collapsibility
Low Potential for Running Sand
Moderate Potential for Compressibility
Moderate Potential for Running Sand
Moderate Potential for Swelling and Shrinking Clay
Occasional: Localised small scale mining may have occurred but restricted in extent
Unlikely: Some small scale mining may have occurred but restricted in extent

Contaminated Land Assessment

Drift Geology: Beach and Tidal Flat Deposits (Clay, Silt, Sand and Gravel) and River Terrace Deposits (Sand, Silt and Clay)
Solid Geology: Lambeth Group (Clay, Silt and Sand)

Detailed historical maps (incl. scales of 1:1250 and 1:2500) indicate that the site comprised vacant land from at least 1879, until c.1969 when a large building labelled 'Yachthaven' and smaller associated buildings and slipways were developed. By c.1993 the large building and slipways were no longer recorded. RPS has been advised that the site is currently vacant. Data within the report indicates that a registered landfill, which was licensed to accept construction and demolition waste, excavated natural material and road making materials, is located in the southeast of the site. No significant contaminative land uses have been identified in the vicinity.

Due to the potentially contaminative land use recorded on the site, there is a low to moderate likelihood of significant ground contamination (including leachate and ground gas) beneath the site.

The site is considered to be located in a highly sensitive environmental setting. It is above a Secondary Aquifer relating to the variably permeable Clay, Silt and Sand strata and it is located within an Area of Outstanding Natural Beauty, a Ramsar site, a SSSI, a Special Area of Conservation and a Special Protection Area in relation to a surface watercourse (Chichester Harbour) located in the south. Residential properties are located adjacent to the northwest and east and RPS understands that the site is proposed to be redeveloped to comprise six residential properties with marina facilities.

Given the historical industrial use of the site (and therefore the potential for contamination), its proximity to sensitive receptors (underlying aquifer, watercourse, environmentally sensitive sites and residential properties) and its proposed change to a residential (sensitive) end use, ground conditions may represent an environmental liability for the owner or occupier, owing to the potential source-pathway-receptor linkage.

Accordingly, it is possible that the site may be defined as 'contaminated' by the Regulators under Part IIA of the Environmental Protection Act (EPA) 1990. Further enquiries should be undertaken to qualify this possible risk.

Recommendations

RPS understands that it is proposed to redevelop the site for a partly residential end use. It is likely that an environmental report (i.e. Phase 1 Report) and possibly an intrusive site investigation will be required to assess the potential contamination status of the site, as part of any standard environmental planning conditions set under Planning Policy Statement 23: Planning and Pollution Control. Consequently, in order to clarify the potential risk of environmental liability, assess the site's suitability for its proposed use, and enable the design of an appropriate scope of works for a site investigation (if required), the recommendation below should be followed:

- A Phase 1 Environmental Review including a site visit, additional historical map review, assessment of the environmental setting, review of existing reports, direct consultation with regulatory bodies and overall assessment of the site's suitability for use / possible regulatory action / any redevelopment constraints and provide costs should any site investigation work be required. If applicable for lending purposes, the report will also determine the acceptability of the site as security from an environmental risk perspective. Cost Estimate: £1,250-£1,500+VAT.

An RPS Phase 1 report can generally be provided within 10 working days of commission (draft), with the final report prepared on receipt of all regulatory responses (usually within 15 days).

Other Environmental Issues

(i) RPS understands that the buildings may have been constructed at a time when asbestos was commonly used in building materials (buildings constructed or refurbished between 1950 to the mid 1980s are most at risk). Under current legislation (The Control of Asbestos Regulations 2006), asbestos is presumed present unless confirmed otherwise. Given the proposed redevelopment of the site, a formal Demolition / Refurbishment Asbestos Survey should be conducted prior to any demolition work commencing. An RPS quote is available on request.

(ii) The site is located in an area at risk of potential flooding not benefiting from flood defences. Given the proposed redevelopment, planning permission may require a Flood Risk Assessment in accordance with Planning Policy Statement PPS25 'Development and Flood Risk'. This should be confirmed with the Environment Agency during the planning consultation stage. An RPS quote for a full Flood Risk Assessment is available on request.

(iii) The site is considered to have the potential to support sensitive ecology / protected species. In view of the proposed change of use (understood to involve redevelopment) and as required under the Wildlife and Countryside Act 1981, it is considered prudent to undertake an ecological scoping report prior to any work commencing on site. This would involve inspecting the site and its surroundings to identify any features, habitats or species, which could represent a constraint / delay on the proposed development if not undertaken at an early stage. An RPS quote is available on request.

(iv) It is now a mandatory requirement for developers to provide homebuyers with clear information about the sustainability of a dwelling(s). This includes a rating against the 'Code for Sustainable Homes', a national scheme introduced by the Government for the assessment of new dwellings. There may also be planning requirements relating to sustainability, including achieving a certain level of this Code or incorporating on-site renewable energy generation. Please contact RPS for further advice.

Reliance

Reliance of this report is permitted for a lender and/or a third party for up to six months from the date it was produced. Please see the Terms and Conditions at the back of this report for more details.

Any further work undertaken by RPS will be carried out under RPS Standard Terms and Conditions.

Services

If you require RPS to carry out any work on your behalf, please fax confirmation on 020 7403 8858 or email to SitecheckReview@rpsgroup.com.

Following completion of the recommendations provided within this report, or on receipt of new information, a RPS follow-up report can be produced clarifying or amending the risk assessment relating to ground contamination. A charge may be made for the review of new information (dependent on the volume of information), but this will be confirmed in advance.

Should you require any further information on this report, please contact Sitecheck Customer Services on 0844 844 9966 or the RPS Commercial Advice line on 020 7261 1091.

Lending Assessment - if required, this Sitecheck report can be used in conjunction with a Debt Finance Assessment in support of a funder's requirements for environmental liability assessment. Please contact RPS on the number above for further details.

Completed by:
RPS Environmental Risk Team

The RPS Risk Assessment is based only on the information as shown by data sources collected by Landmark Information Group Ltd and supplied within the associated Sitecheck Review Report with RPS Risk Assessment including further information provided by the client. The RPS Risk Assessment should be read in conjunction with the Guidance Notes and the Sitecheck Review Report. No responsibility can be accepted for any error or omissions in the data supplied to RPS. No physical inspection of the property has been carried out. the RPS Risk Assessment is subject to the Landmark Terms and Conditions

Sitecheck® Review

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Aerial Photo The aerial photo gives an overall view of the area. The smaller large-scale Ordnance Survey map includes the site boundary and search zone buffer at 250m.	1
Location Map The accurate large-scale Ordnance Survey map confirms the boundary of the subject site. The descriptive text may identify other features which could be of relevance but not reported. The smaller aerial photo includes the site boundary.	2
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Current Land Use (Statutory Authorisations) This section contains a map, which shows current land use features related to statutory authorisations. The following pages detail these features and identify the Reference Number and direction.	9
Current Land Use (Potential Contamination) This section contains a map, which shows current land use features related to potential contamination. The following pages detail these features and identify the Reference Number and direction.	11
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All textual information is linked by the 'Contact Ref' to this quick reference list of contacts. These contacts may be able to supply additional information or answer any subsequent query relating to that record.

Current Land Use (Waste and Landfill Sites) Waste/Landfill Sites	Page No.	Reference Number (Map ID)
Registered Landfill Sites		
Licence Holder: Wal-Leisure Ltd, Site Location: Yachthaven,Copse Lane,Hayling Island,Hampshire, Licence Reference: 13/ 5, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Positioned by the supplier, Boundary Quality: Good, Contact Ref: 2	8	1
Licence Holder: Wal-Leisure, Site Location: Yacht Haven,Copse Lane,Hayling Island,Hampshire, Licence Reference: 13/ 15, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Manually positioned to the address or location, Boundary Quality: Not Applicable, Contact Ref: 2	8	2

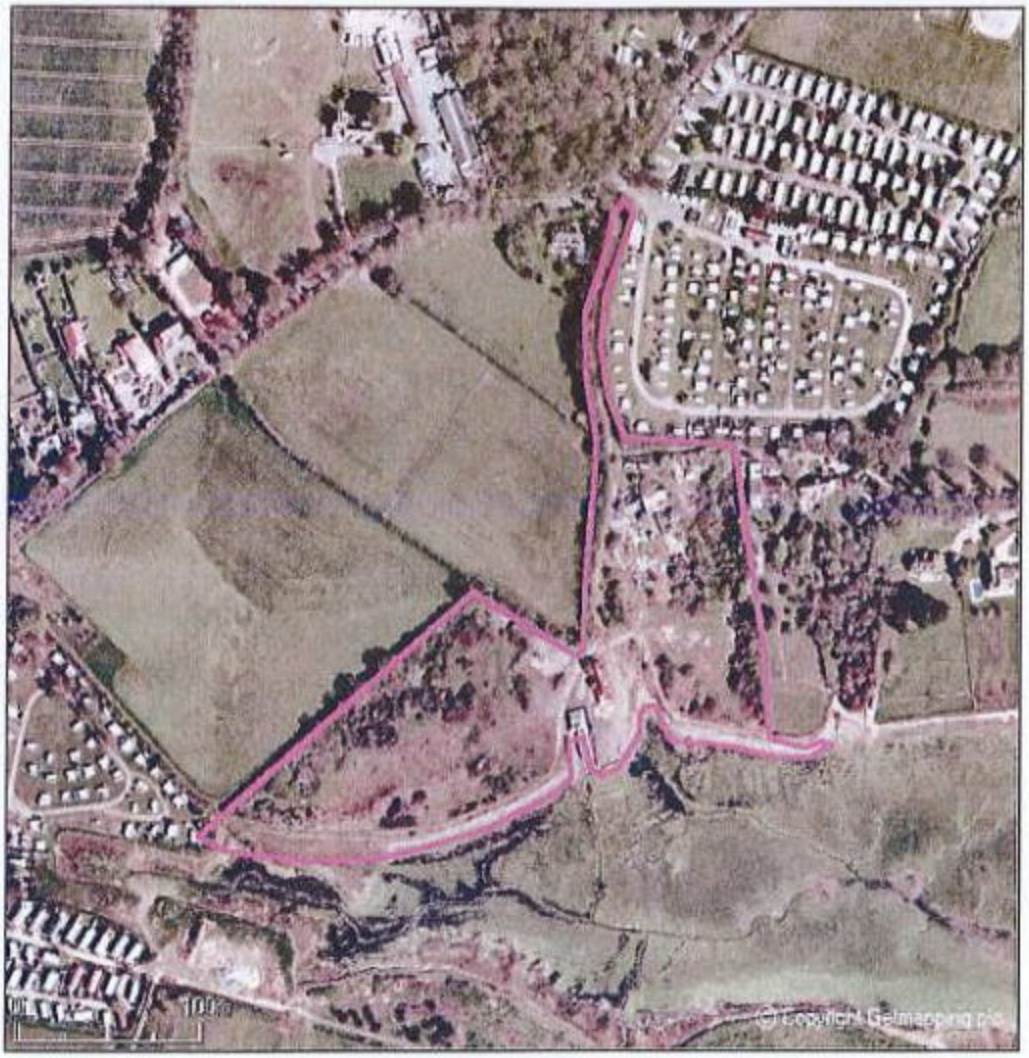
Sensitivity Pathways	Page No.	Reference Number (Map ID)
Groundwater Vulnerability		
Geological Classification: Inland water or sea, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex And Surrey, Contact Ref: 2	19	-
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (H1) - Soils which readily transmit liquid discharges because they are either shallow, or susceptible to rapid by-pass flow directly to rock, gravel or groundwater, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex and Surrey, Contact Ref: 2	19	-
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of Low Leaching Potential - Soils in which pollutants are unlikely to penetrate the soil layer because water movement is largely horizontal or they have large ability to attenuate diffuse pollutants. Lateral flow from these soils contribute to groundwater recharge elsewhere in the catchment, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex and Surrey, Contact Ref: 2	19	-
Extreme Flooding from Rivers or Sea without Defences		
Type: Extent of Extreme Flooding from Rivers or Sea without Defences, Contact Ref: 2	19	-
Flooding from Rivers or Sea without Defences		
Type: Extent of Flooding from Rivers or Sea without Defences, Contact Ref: 2	19	-

Sensitivity Environmentally Sensitive Receptors	Page No.	Reference Number (Map ID)
Areas of Outstanding Natural Beauty		
Chichester Harbour, Designation Date: 29th February 1964, Total Area: 73161989.53(m2), Contact Ref: 3	20	3
Nearest Surface Water Feature		
Distance: 0m	20	4
Ramsar Sites		
Chichester And Langstone Harbours,Designation Date: Not Supplied Total Area: 58109478.02(m2), Contact Ref: 3	20	5
Sites of Special Scientific Interest		
Name: Chichester Harbour, Total Area: 37325326.07(m2), Reference: 1003245, Contact Ref: 3	20	6
Special Areas of Conservation		
Solent Maritime,Designation Date: Not Supplied Total Area: 112431797.18(m2), Status: Candidate, Contact Ref: 3	20	7
Special Protection Areas		
Chichester And Langstone Harbours,Designation Date: Not Supplied Total Area: 58109478.02(m2), Contact Ref: 3	20	8

Sensitivity Protected Countryside Areas	Page No.	Reference Number (Map ID)
Nitrate Vulnerable Zones		
Name: Not Supplied, Description: Eutrophic Water, Contact Ref: 4	20	9

Other Factors Geological	Page No.	Reference Number (Map ID)
BGS 1:50,000 Geological Mapping Coverage		
Map Sheet No: 331, Map Name: Portsmouth, Map Date: 1994, Bedrock Geology: Available, Superficial Geology: Available, Artificial Geology: Available, Faults: Available, Landslip: Available, Rock Segments: Not Available Contact Ref: 1	21	-

Other Factors Geological	Page No.	Reference Number (Map ID)
BGS 1:50,000 Superficial Deposits		
LEX Code: BTFU, Rock Name: Beach and Tidal Flat Deposits (Undifferentiated), Rock Type: Clay, Silt, Sand and Gravel, Min Age: Quaternary, Max Age: Quaternary Contact Ref: 1	21	-
LEX Code: RTDU, Rock Name: River Terrace Deposits (Undifferentiated), Rock Type: Sand, Silt and Clay, Min Age: Quaternary, Max Age: Quaternary Contact Ref: 1	21	-
BGS 1:50,000 Bedrock Geology		
LEX Code: LMBE, Rock Name: Lambeth Group, Rock Type: Clay, Silt and Sand, Min Age: Paleocene, Max Age: Paleocene Contact Ref: 1	21	-
Non Coal Mining Areas of Great Britain		
Hazard Potential: Unlikely, Contact Ref: 1	21	-
Radon Potential - Radon Affected Areas		
Description: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	21	-
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Contact Ref: 1	21	-
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Low, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	21	-
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	21	-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	22	-
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	22	-
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	22	-



Site
Yachthaven Hayling Island,Copse Lane,Hayling Island,Hampshire

Grid Reference
472860, 101830

Report Reference
SCC_32781252_1_1

Customer Reference
Yachthaven Hayling Island

Size of Site
31371 m²





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Size of Site
31371 m²



Current Land Use Sources	On Site 2	0-250m 1	250-500m 0	500-1000m 3
Waste/Landfill Sites				
BGS Recorded Landfill Sites	0	0	0	0
Licensed Waste Management Facilities (Landfill Boundaries)	0	0	0	0
Licensed Waste Management Facilities (Locations)	0	0	0	2
Local Authority Recorded Landfill Sites	0	0	0	0
Registered Landfill Sites	2	0	0	0
Registered Waste Transfer Sites	0	0	0	n/a
Registered Waste Treatment or Disposal Sites	0	1	0	1

Current Land Use Sources	On Site 0	0-250m 0	250-500m 1	500-1000m 0
Statutory Authorisations				
Local Authority Pollution Prevention and Controls	0	0	0	n/a
Contaminated Land Register Entries and Notices	0	0	0	n/a
Registered Radioactive Substances	0	0	0	n/a
Discharge Consents				
Discharge Consents	0	0	1	n/a
Water Industry Act Referrals	0	0	0	n/a
Industrial Processes				
Integrated Pollution Controls	0	0	0	0
Integrated Pollution Control Registered Waste Sites	0	0	0	0
Integrated Pollution Prevention And Control	0	0	0	n/a
Local Authority Integrated Pollution Prevention And Control	0	0	0	n/a
Contraventions				
Local Authority Pollution Prevention and Control Enforcements	0	0	0	n/a
Enforcement and Prohibition Notices	0	0	0	n/a
Planning Hazardous Substance Enforcements	0	0	0	n/a
Prosecutions Relating to Authorised Processes	0	0	0	n/a
Prosecutions Relating to Controlled Waters	0	0	0	n/a
Substantiated Pollution Incident Register	0	0	0	n/a

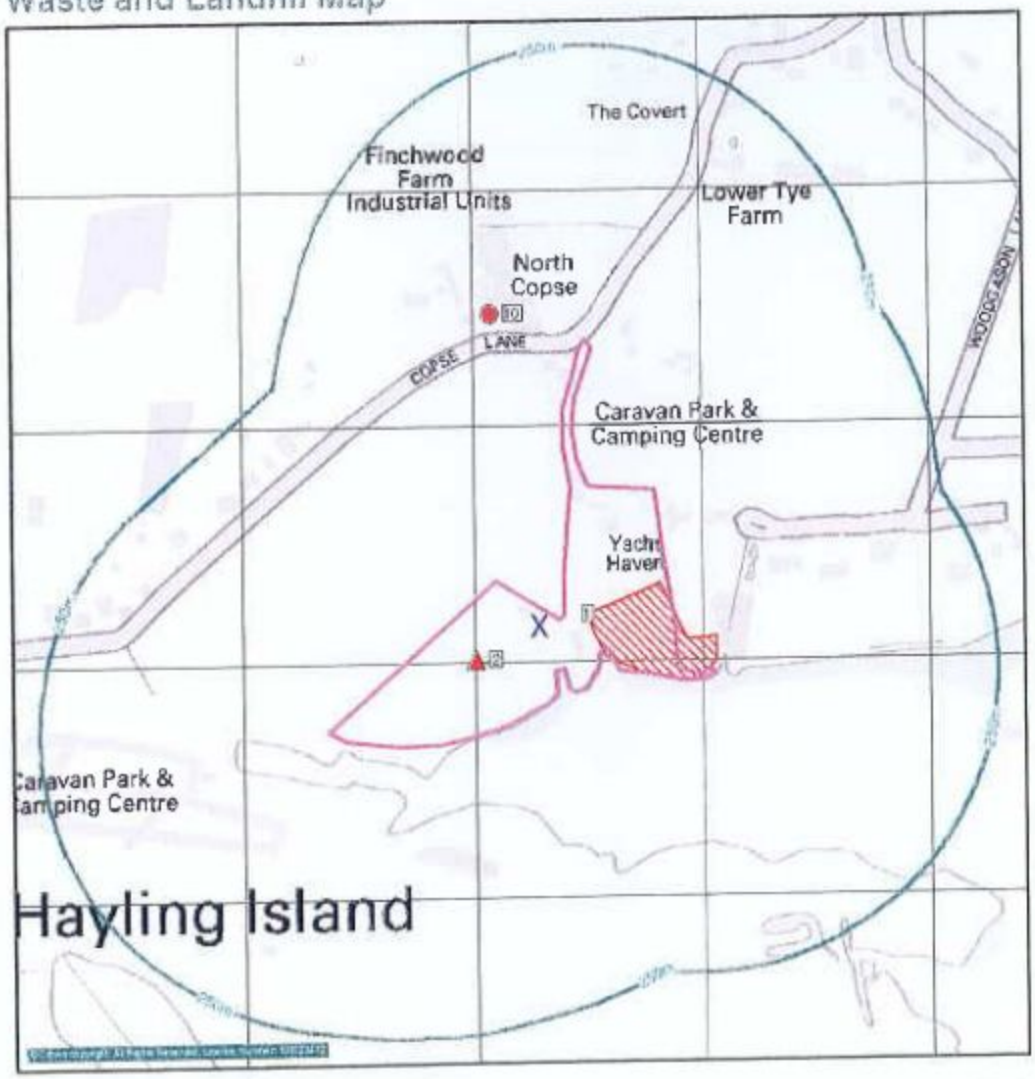
Current Land Use	On Site	0-250m	250-500m	500-1000m
Sources	0	7	0	0
Storage of Hazardous Substances				
Control of Major Accident Hazards Sites (COMAH)	0	0	0	0
Explosive Sites	0	0	0	n/a
Notification of Installations Handling Hazardous Substances (NIHHS)	0	0	0	n/a
Planning Hazardous Substance Consents	0	0	0	n/a
Potentially Contaminative Uses				
Contemporary Trade Directory Entries	0	7	0	n/a
Fuel Station Entries	0	0	0	n/a
Miscellaneous				
BGS Recorded Mineral Sites	0	0	0	0

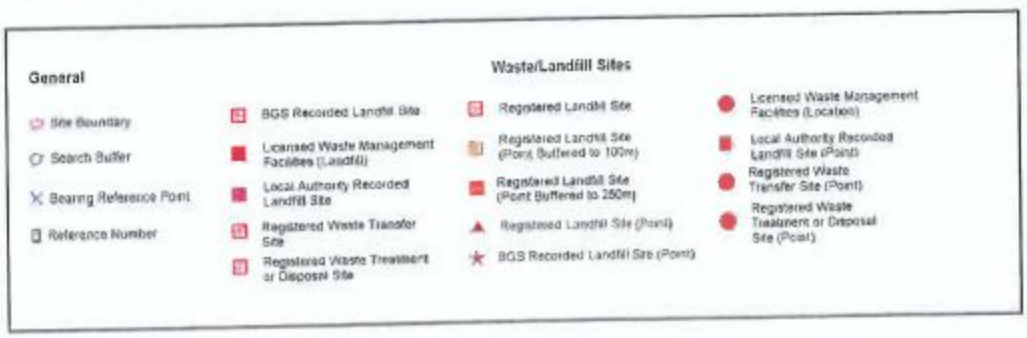
Historical Land Use	On Site	0-250m	250-500m
Sources	0	3	9
Potentially Contaminative Uses			
Historical Tanks And Energy Facilities	0	1	0
Potentially Contaminative Features from Historical Building Plans	0	n/a	n/a
Potentially Contaminative Industrial Uses (Past Land Use)	0	1	4
Potentially Infilled Land			
Former Marshes	0	0	0
Potentially Infilled Land (Non-Water)	0	1	3
Potentially Infilled Land (Water)	0	0	2

Sensitivity Pathways and Receptors	On Site 12	0-250m 1	250-500m 1	500-1000m 0
Pathways				
Groundwater Vulnerability	3	1	n/a	n/a
Drift Deposits	0	0	n/a	n/a
Historical Flood Liabilities	0	0	0	0
Extreme Flooding from Rivers or Sea without Defences	1	0	n/a	n/a
Flooding from Rivers or Sea without Defences	1	0	n/a	n/a
Areas Benefiting from Flood Defences	0	0	n/a	n/a
Flood Water Storage Areas	0	0	n/a	n/a
Flood Defences	0	0	n/a	n/a
River Quality Biology Sampling Points	0	0	0	0
River Quality Chemistry Sampling Points	0	0	0	0
Environmentally Sensitive Receptors				
Areas of Outstanding Natural Beauty	1	0	0	0
Environmentally Sensitive Areas	0	0	0	0
Local Nature Reserves	0	0	1	0
Marine Nature Reserves	0	0	0	0
National Nature Reserves	0	0	0	0
Nearest Surface Water Feature	1	0	0	0
Ramsar Sites	1	0	0	0
Sites of Special Scientific Interest	1	0	0	0
Source Protection Zones	0	0	0	0
Special Areas of Conservation	1	0	0	0
Special Protection Areas	1	0	0	0
Licenced Water Abstractions	0	0	0	0
Protected Countryside Areas				
Forest Parks	0	0	0	0
National Parks	0	0	0	0
National Scenic Areas	0	0	0	0
Nitrate Sensitive Areas	0	0	0	n/a
Nitrate Vulnerable Zones	1	0	0	n/a

Other Factors	On Site	0-250m	250-500m	500-1000m
Geological	**12**	**4**	**0**	**0**
BGS 1:50,000 Geological Mapping Coverage	1	n/a	n/a	n/a
BGS 1:50,000 Mass Movement	0	n/a	n/a	n/a
BGS 1:50,000 Artificial Ground	0	n/a	n/a	n/a
BGS 1:50,000 Superficial Deposits	2	n/a	n/a	n/a
BGS 1:50,000 Bedrock Geology	1	n/a	n/a	n/a
BGS 1:50,000 Faults and Rock Segments	0	n/a	n/a	n/a
Brine Compensation Area	0	0	0	0
Coal Mining Affected Areas	0	0	n/a	n/a
Mining Instability	0	0	n/a	n/a
Man-Made Mining Cavities	0	0	0	0
Natural Cavities	0	0	0	0
Non Coal Mining Areas of Great Britain	1	0	n/a	n/a
Radon Potential - Radon Affected Areas	1	1	n/a	n/a
Radon Potential - Radon Protection Measures	1	1	n/a	n/a
Potential for Collapsible Ground Stability Hazards	1	0	n/a	n/a
Potential for Compressible Ground Stability Hazards	1	0	n/a	n/a
Potential for Ground Dissolution Stability Hazards	0	0	n/a	n/a
Potential for Landslide Ground Stability Hazards	1	0	n/a	n/a
Potential for Running Sand Ground Stability Hazards	1	1	n/a	n/a
Potential for Shrinking or Swelling Clay Ground Stability Hazards	1	1	n/a	n/a

Waste and Landfill Map





If you would like any further assistance regarding this report then please contact
Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Sources Waste/Landfill Sites	Ref No.	Search Buffer	Direction
Local Authority Landfill Coverage			
Name: Havant Borough Council, - Has supplied landfill data, Contact Ref: 5	-	On Site	SE
Name: Hampshire County Council, - Had landfill data but passed it to the relevant environment agency, Contact Ref: 6	-	On Site	SE
Licensed Waste Management Facilities (Locations)			
Location: Land / Premises At,Mill Rythe Lane,Hayling Island,Hampshire,PO11 0QG, Licence Number: 10241, Site Category: End of Life Vehicles, Licence Status: Issued,IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	500-1000m	SW
Location: Freezer Boat Yard,Mill Rythe Lane,Hayling Island,Hampshire,PO11 0QG, Licence Number: 10250, Site Category: End of Life Vehicles, Licence Status: Issued,IPPC Reference: Not Supplied Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	500-1000m	SW
Registered Landfill Sites			
Licence Holder: Wal-Leisure Ltd, Site Location: Yachthaven,Copse Lane,Hayling Island,Hampshire, Licence Reference: 13/ 5, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Positioned by the supplier, Boundary Quality: Good, Contact Ref: 2	1	On Site	E
Licence Holder: Wal-Leisure, Site Location: Yacht Haven,Copse Lane,Hayling Island,Hampshire, Licence Reference: 13/ 15, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Manually positioned to the address or location, Boundary Quality: Not Applicable, Contact Ref: 2	2	On Site	SW
Registered Waste Treatment or Disposal Sites			
P J Thomas, Unit 1 Finchwood Farm, Copse Lane, Hayling Island, Hampshire, Reference: HV 035, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Manually positioned to the address or location,Boundary Quality: Not Supplied Contact Ref: 2	10	0-250m	N
F Howard Ltd, 2 Mill Rythe Lane, HAYLING ISLAND, Hampshire, PO11 0PG, Reference: 13/ 24, Status: Licence lapsed/cancelled/defunct/not applicable/surrendered,Cancelled, Positional Accuracy: Manually positioned to the address or location,Boundary Quality: Not Supplied Contact Ref: 2	-	500-1000m	SW

Statutory Authorisations Map



General
- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Discharge Consents
- Discharge Consent
- Water Industry Act Referral

Contraventions
- Local Authority Pollution Prevention and Control Enforcement
- Enforcement and Prohibition Notice
- Planning Hazardous Substance Enforcement
- Substantiated Pollution Incident Register
- Prosecution Relating to Authorised Processes
- Prosecution Relating to Controlled Waters

Statutory Authorisations
- Local Authority Pollution Prevention and Control
- Contaminated Land Register Entry or Notice (Pink)
- Contaminated Land Register Entry or Notice
- Registered Radioactive Substance

Industrial Processes
- Integrated Pollution Control
- Integrated Pollution Prevention Control
- Integrated Pollution Control Registered Waste Site
- Local Authority Integrated Pollution Prevention and Control

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Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Sources Discharge Consents	Ref No.	Search Buffer	Direction
Discharge Consents			
Operator: Mr & Mrs Myatt, Location: Meadow Farm Nursery Woodgaston Lane,Northney,Hayling Island,Hampshire,Po11 0rl, Reference: G00134, Permit Version: 1, Status: New Consent (Water Resources Act 1991, Section 88 & Schedule 10 as amended by Environment Act 1995), Positional Accuracy: Located by supplier to within 10m, Contact Ref: 2	-	250-500m	NE

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Potential Contamination Map



General
- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Storage of Hazardous Substances
- COMAH
- Planning Hazardous Substance Consent
- Explosive Site
- NIHHS

Potentially Contaminative Use
- Potentially Contaminative Use

Miscellaneous
- BGS Recorded Mineral Site

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Sources Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Contemporary Trade Directory Entries			
Name: T A Blake, Location: Finchwood Farm,Copse Lane,Hayling Island,Hampshire,PO11 0QB, Classification: Garage Services, Status: Active, Positional Accuracy: Automatically positioned to the address	11	0-250m	N
Name: Warrior, Location: Finchwood Farm,Copse Lane,Hayling Island,Hampshire,PO11 0QB, Classification: Pet Foods & Animal Feeds, Status: Inactive, Positional Accuracy: Automatically positioned to the address	11	0-250m	N
Name: Abbey Catering Equipment, Location: Finchwood Farm,Copse Lane,Hayling Island,Hampshire,PO11 0QB, Classification: Catering Equipment, Status: Active, Positional Accuracy: Automatically positioned to the address	11	0-250m	N
Name: Town & Country Awnings, Location: 8 Copse La,Hayling Island,Hampshire,PO11 0QB, Classification: Blinds, Awnings & Canopies, Status: Inactive, Positional Accuracy: Manually positioned to the road within the address or location	12	0-250m	N
Name: Darth Engineering, Location: Unit 10 Finchwood Farm,Hayling Island,Hampshire,PO11 0QB, Classification: Garage Services, Status: Inactive, Positional Accuracy: Manually positioned to the address or location	13	0-250m	N
Name: Prep "N" Paint, Location: Unit 6,Finchwood Ind Est,Hayling Island,Hampshire,PO11 0QB, Classification: Car Body Repairs, Status: Active, Positional Accuracy: Manually positioned within the geographical locality	14	0-250m	N
Name: B Evans Ltd, Location: Copse View,Copse Lane,Hayling Island,Hampshire,PO11 0QB, Classification: Concrete Products, Status: Inactive, Positional Accuracy: Automatically positioned to the address	15	0-250m	W



General
- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Potentially Contaminative Use
- Point Feature
- Area Feature
- Line Feature

Potentially Infilled Land
- Point Feature
- Area Feature
- Line Feature

Potentially Contaminative Features from Historic Building Plans
- Point Feature

Sources Potentially Contaminative Uses	Ref No.	Search Buffer	Direction
Historical Tanks And Energy Facilities			
Use: Tanks, Date of Mapping: 1969 Mapping Scale: 1:2,500	16	0-250m	N
Historical Building Plan Extents			
No Data Available	-		-
Potentially Contaminative Industrial Uses (Past Land Use)			
Clay bricks & tiles [manufacture], 1913	17	0-250m	W
Quarrying of sand & clay, operation of sand & gravel pits, 1953	18	250-500m	W
Clay bricks & tiles [manufacture], 1938	19	250-500m	W
Quarrying of sand & clay, operation of sand & gravel pits, 1913	20	250-500m	NW
Transport manufacturing and repair, 1972	-	250-500m	SW

Potentially Infilled Land	Ref No.	Search Buffer	Direction
Potentially Infilled Land (Non-Water)			
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1972	21	0-250m	W
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1972	22	250-500m	W
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1972	23	250-500m	W
Unknown Filled Ground (Pit, quarry etc), Date of Mapping: 1972	24	250-500m	NW
Potentially Infilled Land (Water)			
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1879	25	250-500m	SW
Unknown Filled Ground (Pond, marsh, river, stream, dock etc), Date of Mapping: 1913	-	250-500m	W

Map Details

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

1:2,500	Mapsheet	Published
Ordnance Survey Plan	SU7201	1969
Ordnance Survey Plan	SU7202	1969
Ordnance Survey Plan	SU7301	1969
Ordnance Survey Plan	SU7302	1969

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

1:10,000	Mapsheet	Published
Ordnance Survey Plan	SU70SW	1972
1:10,560	**Mapsheet**	**Published**
Sussex	060_00	1879
Hampshire & Isle Of Wight	084_00	1879
Hampshire & Isle Of Wight	084_NE	1898
Sussex	060_SW	1899
Hampshire & Isle Of Wight	084_NE	1910
Sussex	060_SW	1913
Hampshire & Isle Of Wight	084_NE	1938
Sussex	060_SW	1953
Ordnance Survey Plan	SU70SW	1962

The following maps have also been reviewed by RPS during the Risk Assessment process

1:2,500	Mapsheet	Published
Hampshire & Isle Of Wight	084_03	1879
Hampshire & Isle Of Wight	084_04	1879
Hampshire & Isle Of Wight	084_07	1879
Hampshire & Isle Of Wight	084_08	1879
Hampshire & Isle Of Wight	084_03	1897
Hampshire & Isle Of Wight	084_04	1897
Hampshire & Isle Of Wight	084_08	1897
Hampshire & Isle Of Wight	084_07	1898
Hampshire & Isle Of Wight	084_03	1909
Hampshire & Isle Of Wight	084_04	1909
Hampshire & Isle Of Wight	084_07	1909

1:2,500	Mapsheet	Published
Hampshire & Isle Of Wight	084_08	1909
Hampshire & Isle Of Wight	084_03	1932
Hampshire & Isle Of Wight	084_04	1932
Hampshire & Isle Of Wight	084_07	1932
Hampshire & Isle Of Wight	084_08	1932
1:10,000	**Mapsheet**	**Published**
Ordnance Survey Plan	SU70SW	1972

Flood Map



General

- Site Boundary
- Search Buffer
- Bearing Reference Point
- Reference Number

Area of Floodplain

- Areas Benefiting from Flood Defences
- Flood Water Storage Areas
- Flood Defences
- Extreme Flooding from Rivers or Sea without Defences (Zone 2)
- Flooding from Rivers or Sea without Defences (Zone 3)

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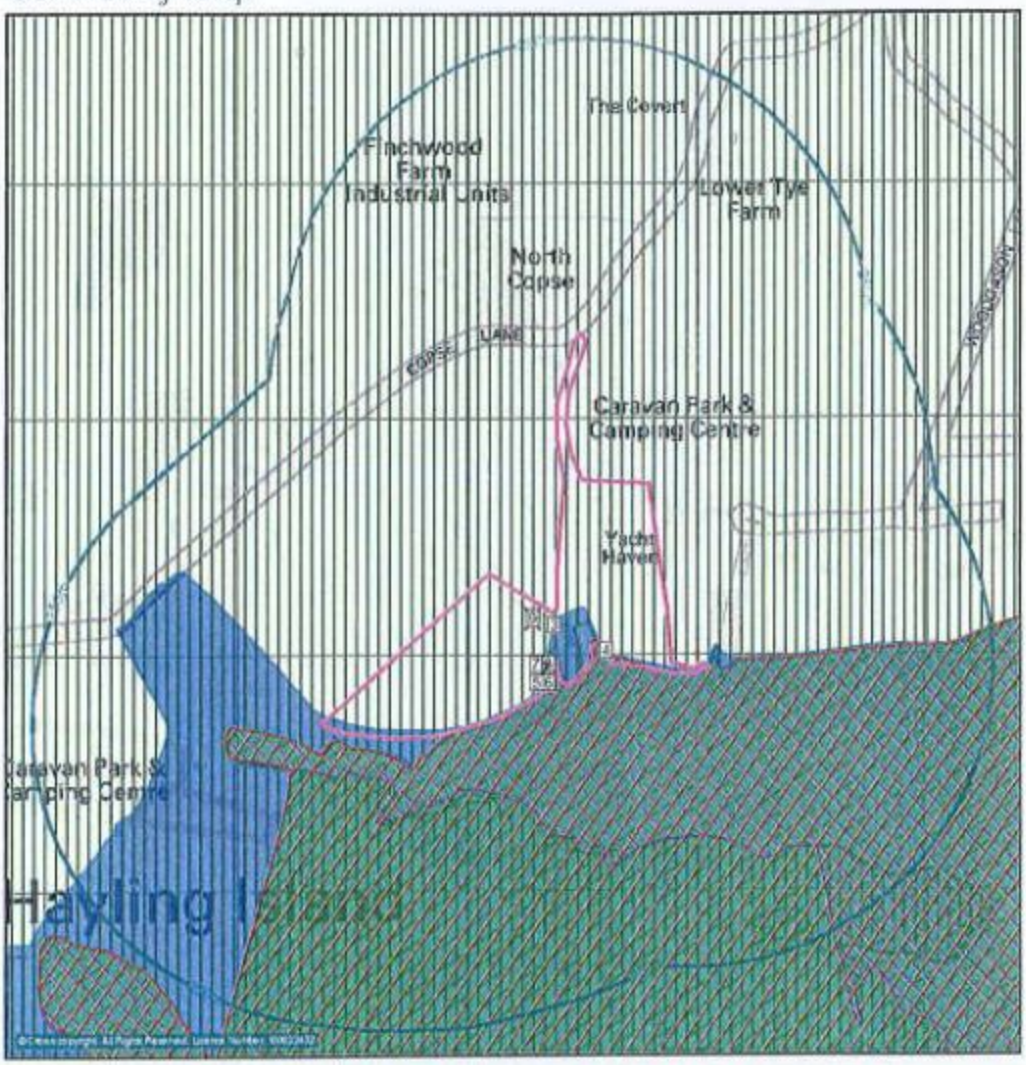
Sensitivity Map



General	Environmentally Sensitive Land Use		Protected Countryside Areas
Site Boundary	Area of Outstanding Natural Beauty	Site of Special Scientific Interest	Forest Park
Search Buffer	Environmentally Sensitive Area	Special Area of Conservation	National Park
Bearing Reference Point	Local Nature Reserve	Special Protection Area	National Scenic Area
Reference Number	Marine Nature Reserve	Nearest Surface Water Feature	Nitrate Sensitive Area
	National Nature Reserve	Water Abstractions	Nitrate Vulnerable Zone
	Ramsar Site		

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Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Pathways and Receptors Pathways	Ref No.	Search Buffer	Direction
Groundwater Vulnerability			
Geological Classification: Inland water or sea, Soil Classification: Not classified, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex And Surrey, Contact Ref: 2	-	On Site	S
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (H1) - Soils which readily transmit liquid discharges because they are either shallow, or susceptible to rapid by-pass flow directly to rock, gravel or groundwater, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex and Surrey, Contact Ref: 2	-	On Site	NE
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of Low Leaching Potential - Soils in which pollutants are unlikely to penetrate the soil layer because water movement is largely horizontal or they have large ability to attenuate diffuse pollutants. Lateral flow from these soils contribute to groundwater recharge elsewhere in the catchment, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex and Surrey, Contact Ref: 2	-	On Site	SE
Geological Classification: Minor Aquifer (Variably permeable) - These can be fractured or potentially fractured rocks, which do not have a high primary permeability, or other formations of variable permeability including unconsolidated deposits. Although not producing large quantities of water for abstraction, they are important for local supplies and in supplying base flow to rivers, Soil Classification: Soils of High Leaching Potential (H1) - Soils which readily transmit liquid discharges because they are either shallow, or susceptible to rapid by-pass flow directly to rock, gravel or groundwater, Map Scale: 1:100,000, Map Name: Sheet 45 West Sussex and Surrey, Contact Ref: 2	-	0-250m	SE
Drift Deposits			
None	-		-
Extreme Flooding from Rivers or Sea without Defences			
Type: Extent of Extreme Flooding from Rivers or Sea without Defences, Contact Ref: 2	-	On Site	SE
Flooding from Rivers or Sea without Defences			
Type: Extent of Flooding from Rivers or Sea without Defences, Contact Ref: 2	-	On Site	SE
Areas Benefiting from Flood Defences			
None	-		-
Flood Water Storage Areas			
None	-		-
Flood Defences			
None	-		-

Pathways and Receptors Environmentally Sensitive Receptors	Ref No.	Search Buffer	Direction
Areas of Outstanding Natural Beauty			
Chichester Harbour, Designation Date: 29th February 1964, Total Area: 73161989.53(m2), Contact Ref: 3	3	On Site	E
Local Nature Reserves			
Gutner Point,Dated: Not Supplied Area: 688701.01(m2), Contact Ref: 3	-	250-500m	E
Nearest Surface Water Feature			
Distance: 0m	4	On Site	SE
Ramsar Sites			
Chichester And Langstone Harbours,Designation Date: Not Supplied Total Area: 58109478.02(m2), Contact Ref: 3	5	On Site	S
Sites of Special Scientific Interest			
Name: Chichester Harbour, Total Area: 37325326.07(m2), Reference: 1003245, Contact Ref: 3	6	On Site	S
Special Areas of Conservation			
Solent Maritime,Designation Date: Not Supplied Total Area: 112431797.18(m2), Status: Candidate, Contact Ref: 3	7	On Site	S
Special Protection Areas			
Chichester And Langstone Harbours,Designation Date: Not Supplied Total Area: 58109478.02(m2), Contact Ref: 3	8	On Site	S

Protected Countryside Areas	Ref No.	Search Buffer	Direction
Nitrate Vulnerable Zones			
Name: Not Supplied, Description: Eutrophic Water, Contact Ref: 4	9	On Site	SE

Other Factors Geological	Search Buffer	Direction
BGS 1:50,000 Geological Mapping Coverage		
Map Sheet No: 331, Map Name: Portsmouth, Map Date: 1994, Bedrock Geology: Available, Superficial Geology: Available, Artificial Geology: Available, Faults: Available, Landslip: Available, Rock Segments: Not Available Contact Ref: 1	On Site	SE
BGS 1:50,000 Superficial Deposits		
LEX Code: BTFU, Rock Name: Beach and Tidal Flat Deposits (Undifferentiated), Rock Type: Clay, Silt, Sand and Gravel, Min Age: Quaternary, Max Age: Quaternary Contact Ref: 1	On Site	SE
LEX Code: RTDU, Rock Name: River Terrace Deposits (Undifferentiated), Rock Type: Sand, Silt and Clay, Min Age: Quaternary, Max Age: Quaternary Contact Ref: 1	On Site	NW
BGS 1:50,000 Bedrock Geology		
LEX Code: LMBE, Rock Name: Lambeth Group, Rock Type: Clay, Silt and Sand, Min Age: Paleocene, Max Age: Paleocene Contact Ref: 1	On Site	SE
Brine Compensation Area		
No		-
Coal Mining Affected Areas		
In an area which may not be affected by Coal Mining		-
Non Coal Mining Areas of Great Britain		
Hazard Potential: UnlikelyContact Ref: 1	On Site	SE
Radon Potential - Radon Affected Areas		
Description: The property is not in a radon affected area, as less than 1% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	SE
Description: The property is in a radon affected area, as between 1 and 3% of homes are above the action level, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	0-250m	SW
Radon Potential - Radon Protection Measures		
Radon Protection Measures: None, Contact Ref: 1	On Site	SE
Radon Protection Measures: None, Contact Ref: 1	0-250m	SW
Potential for Collapsible Ground Stability Hazards		
Hazard Potential: Low, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	NW
Potential for Compressible Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	SW

Other Factors Geological	Search Buffer	Direction
Potential for Ground Dissolution Stability Hazards		
No Hazard		-
Potential for Landslide Ground Stability Hazards		
Hazard Potential: Very Low, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	SE
Potential for Running Sand Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	SW
Hazard Potential: No Hazard, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	0-250m	SW
Potential for Shrinking or Swelling Clay Ground Stability Hazards		
Hazard Potential: Moderate, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	On Site	SE
Hazard Potential: Low, Source: British Geological Survey, National Geoscience Information Service, Contact Ref: 1	0-250m	NE

RPS

RPS Consultants Ltd ('RPS') is part of the RPS Group plc, the largest European Environmental Consultancy with over 4,500 staff and a network of offices throughout the UK, Europe and key offices worldwide. As a leading advisor to the financial and property sector on potential environmental liabilities it has over thirty years experience advising on contaminated and 'brownfield' sites in the UK, and acts as a panel advisor to the majority of the UK's clearing banks, property developers/agents and the legal profession.

The expertise of RPS staff together with the company's in-depth knowledge and experience in the marketplace can help you find economic solutions for even the most difficult sites.

Purpose of the Assessment

The purpose of the RPS Risk Assessment is to assist parties involved in property transactions in assessing the implications of certain environmental risks identified in the Report. Implementation of Part IIA of the Environmental Protection Act 1990 places liability for contaminated land on the current owner or occupier where the 'polluter' cannot be found. In June 2001 The Law Society warned all solicitors to be aware of the liabilities attached to contaminated land. Further details and guidance are available in The Environmental Handbook, Fifth Edition, published by The Law Society. The Environment Agency, Local Authorities and other statutory bodies do not provide all the necessary range of information required to determine risks for environmental issues in property transactions. As a consequence, an expert assessment, of the type contained in this report, is essential. The RPS Risk Assessment determines if a sufficient risk is present for the site to be defined as contaminated, and provides a clear set of recommendations and actions where necessary. The client also has access to a technical helpline offering free initial advice and consultation by the RPS panel of environmental consultantswho provide the assessments.

RPS Risk Assessment Methodology and Scope

The RPS Risk Assessment is based on the site boundary defined by the client. It is provided by a panel of consultants following a detailed manual review of the Report and a review of potentially contaminative historical land uses identified from published 1:1250 (where available), 1:2500, 1:10,000 and 1:10,560 scale historical mapping and unpublished "Supply of Unpublished Survey Information" (SUSI), "SIM" and Large Scale National Grid Data" for the site and its immediate surrounding area.

RPS uses the Source-Pathway-Receptor framework to make assessments regarding land contamination. The 'source' refers to a potential source of contamination, 'pathway' to a potential route it may take, and 'receptor' to the end point. For a potential liability to arise each stage of the complete pollution linkage must be present. The RPS Risk Assessment uses information contained in the Report relating to the 'source' of contamination through a study of statutory registers, current and historical land use. Analysis of the environmental information (including the geology, ground and surface water) is used to detect 'pathway' and 'receptor' stages.

Importantly, the RPS Risk Assessment is also based upon the current and proposed use of the site, which enables a more accurate assessment of the pollution linkage and implication of potential contamination. It also enables appropriate advice to be given where a change of use or redevelopment are planned.

RPS Risk Ratings

The classes of risk referred to within the RPS Risk Assessment take into account the land use (current and proposed) and the environmental site setting. The risk ratings can be defined as follows:

Low Risk - it is considered unlikely that ground contamination will give rise to a liability/cost for the owner of the site.

Moderate Risk - it is possible but not certain that ground contamination will give rise to a liability/cost for the owner of the site.

High Risk - there is a high potential that ground contamination will give rise to a liability/cost for the owner of the site.

Asbestos

Under the Control of Asbestos Regulations 2006 and HSE Guidance Note MDHS 100, any commercial property where asbestos may be present legally requires an appropriate survey, an up to date asbestos register and a non-generic management plan. Buildings constructed or refurbished between 1950 and the late 1980s are most at risk. If the property was constructed prior to 1990 you can contact RPS for further advice to ensure compliance.

Ground Investigation, Remediation, Tax Advice/Credit

Should there be a significant risk of ground contamination, RPS can provide the necessary additional services to ensure the risk is assessed and placed in an appropriate commercial context as well as providing all necessary geotechnical assessments. RPS is the largest planning consultancy in the UK and can advise on the requirements for obtaining planning permission for any form of development. RPS can also advise on opportunities to obtain both contaminated land qualifying relief at 150% of the capital cost as well as landfill tax exemptions during remediation. Their contact details can be found below.

Contact Information

Sitecheck - for queries regarding the contents of the Report, please contact the Sitecheck customer helpdesk on 0870 606 1700

RPS - for further information regarding the RPS assessment, or for general environmental consultancy advice including remediation, site inspections and tax, please contact RPS on 020 7261 1091

Limits of the Report

If you have any queries regarding the information in this report and how to use it, please do not hesitate to contact the Sitecheck helpdesk.

The RPS Risk Assessment comments upon the potential risk of the land being defined as 'contaminated land' as defined in Part IIA of the Environmental Protection Act 1990. It is based on the Sitecheck Review Report and information supplied by the client. It is not based on any physical inspection of the site or condition of the land.

In addition to the risk assessment, the Report includes data on risks such as Flooding, Radon Gas, Natural Subsidence and Coal Mining. These are set out, together with appropriate guidance, in the Other Factors Section of the report. (These risks are outside the definition of 'contaminated land' because they are outside the scope of Part IIA of the Environmental Protection Act 1990.

Where higher levels of risk are identified within the report, it does not necessarily mean that a site will be designated as contaminated land or as a Special Site. Such designation requires that the Local Authority (or Environment Agency) carry out a detailed inspection to determine whether or not the land is contaminated.

RPS use the best available public sources of information to identify possible risks and sources of land use. However, we cannot guarantee that all potentially contaminative land uses or features, whether past or current, will be identified in this report using these sources.

Registered Landfill Sites

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

Local Authority Recorded Landfill Sites

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

Flooding

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

Mining Instability Data

The Mining Instability data was obtained on Licence from Ove Arup + Partners Limited (for further information, contact mining.review@arup.com). No reproduction or further use of such data is to be made without the prior written consent of Ove Arup + Partners Limited. The information and data supplied in the Product are derived from publicly available records and other third party sources and neither Ove Arup + Partners nor Landmark warrant the accuracy or completeness of such information or data

The information in this Sitecheck Review Report is derived from a number of statutory and non-statutory sources. While every effort is made to ensure accuracy, Landmark cannot guarantee the accuracy or completeness of such information or data, nor to identify all the factors that may be relevant. If you are a private individual using this report Landmark recommend that you discuss its contents in full with your professional advisor. It is essential to read this report in conjunction with the Product User Guide and your attention is drawn to the scope of the report section within this guide.

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

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Ordnance Survey Licensed Partner

Environment Agency

SEPA Scottish Environment Protection Agency

Landmark Information Group

THE COAL AUTHORITY

British Geological Survey NATURAL ENVIRONMENT RESEARCH COUNCIL

If you would like any further assistance regarding this report then please contact Landmark on (Tel) 0844 844 9966, (Fax) 0844 844 9980, Email: info@landmarkinfo.co.uk

Contact Names and Addresses

1 British Geological Survey Enquiry Service

British Geological Survey
Kingsley Dunham Centre
Keyworth
Nottingham
Nottinghamshire
NG12 5GG

Telephone 0115 936 3143
Fax 0115 936 3276

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

2 Environment Agency National Customer Contact Centre (NCCC)

PO Box 544
Templeborough
Rotherham
S60 1BY

Telephone 08708 506 506

enquiries@environment-agency.gov.uk

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

3 Natural England

Northminster House
Northminster Road
Peterborough
Cambridgeshire
PE1 1UA

Telephone 0845 600 3078
Fax 01733 455103

enquiries@naturalengland.org.uk
www.naturalengland.org.uk

4 Department for Environment, Food and Rural Affairs (DEFRA - formerly FRCA)

Government Buildings
Otley Road
Lawnswood
Leeds
West Yorkshire
LS16 5QT

Telephone 0113 2613333
Fax 0113 230 0879

5 Havant Borough Council Environmental Health Department

Civic Offices
Civic Centre Road
Havant
Hampshire
PO9 2AX

Telephone 023 92474174
Fax 01705 446659

env.services@havant.gov.uk
www.havant.gov.uk

6 Hampshire County Council Minerals and Waste Planning

Room 130
Ashburton Court West
The Castle
Winchester
Hampshire
SO23 8UD

Telephone 01962 841841
Fax 01962 847055

www.hants.gov.uk

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LANDMARK TERMS AND CONDITIONS

Definitions

"Authorised Reseller" means an agent or reseller of Landmark whom Landmark has duly appointed to resell its Reports and Services
"Content" means any data, computing and information services and software, and other content and documentation or support materials and updates included in and/or supplied by or through the Websites in Reports or Services or in any other way by Landmark and shall include Landmark developed and Third Party Content
"First Purchaser" means the first person, or legal entity to purchase the Property Site following provision of a Report
"First Purchaser's Lender" means the funding provider for the First Purchaser
"Information Pack" means a pack compiled by or on behalf of the owner or prospective buyer of the Property Site, designed to aid the marketing or purchase of the Property Site and containing information provided by or on behalf of the owner or prospective buyer of the Property Site
"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right or other data right, moral right or know how or any other intellectual property right
"Order" means the request for Services from Landmark by You
"Property Site" means a land site on which Landmark provides a Service
References to **"We"**, **"Us"** and **"Our"** are references to Landmark Information Group Limited ("Landmark"), whose registered office is 7 Abbey Court, Eagle Way, Exeter, EX2 7HY. Where You are not ordering the Services directly from Landmark, but from an Authorised Reseller, references to "Landmark", or "We", "Us" and "Our" shall be construed so as to mean either Landmark and/or the Authorised Reseller as the context shall indicate
References to **"You/Your/Yourself"** refer to the contracting party who accesses the Website or places an Order with Landmark
"Report" includes any information that Landmark supplies to You including all reports, services, datasets, software or information contained in them
"Services" means the provision of any service by Landmark pursuant to these Terms including without limitation, any Report
"Landmark Fees" means any charges levied by Landmark for Services provided to You
"Suppliers" means any organisation who provides data or information of any form to Landmark
"Terms" means these Terms & Conditions
"Third Party Content" means the services, software, information and other content or functionality provided by third parties and linked to or contained in the Services
"Websites" means websites hosted by Landmark and includes the Content and any report, service, document, data set, software or information contained therein, derived there from or thereby

1. Terms & Conditions

a. These Terms govern the relationship between You and Landmark whether You are an unregistered visitor to the Website or are purchasing Services. Where these Terms are not expressly accepted by You they will be deemed to have been accepted by You, and You agree to be bound by these Terms when You place any Order, or pay for any Services provided
b. If the person communicating with Landmark is an Authorised Reseller, they must ensure that You agree to these Terms
c. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms
d. Landmark may modify these Terms, and may discontinue or revise any or all other aspects of the Services at our sole discretion, with immediate effect and without prior notice, including without limitation changing the Services available at any given time. Any amendment or variation to these Terms shall be posted on our Websites. Continued use of the Services by You shall be deemed an acceptance by You to be bound by any such amendments to the Terms
e. These Terms, together with the prices and delivery details set out on our Websites, Landmark's Privacy Policy and Your Order comprise the whole agreement relating to the supply of Services to You by Landmark. No prior stipulation, agreement, promotional material or statement whether written or oral made by any sales or other person or representative on our behalf should be understood as a variation of these Terms. Save for fraud or misrepresentation Landmark shall have no liability for any such representation being untrue or misleading
f. These Terms shall prevail at all times to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply even if such other provisions are submitted in a later document or purport to exclude or override these Terms and neither the course of conduct between parties nor trade practice shall act to modify these Terms

2. Services

a. Landmark will use reasonable care and skill in providing the Services to You. However, the Services are provided on the express basis that the information and data supplied in the Services are derived from third party sources and Landmark does not warrant the accuracy or completeness of such information or data. Such information is derived solely from those sources specifically cited in the Services and Landmark does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Landmark or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights
b. Subject always to these Terms You may, without further charge, make the Services available to
   i. the owner of the Property at the date of the Report
   ii. any person who purchases the whole of the Property Site
   iii. any person who provides funding secured on the whole of the Property Site
   iv. any person for whom You act in a professional or commercial capacity
   v. any person who acts for You in a professional or commercial capacity, and
   vi. prospective buyers of the Property Site as part of an Information Pack but for the avoidance of doubt Landmark shall have no liability to such prospective buyer unless the prospective buyer subsequently purchases the Property Site, and the prospective (or actual) buyer shall not be entitled to make the Service available to any other third party
   Accordingly Landmark shall have the same duties and obligations to those persons in respect of the Services as it has to You
c. Each of those persons referred to in clause 3.b. shall have the benefit and the burden of Your rights and obligations under these Terms. The limitations of Landmark's liability as set out in clause 6 shall apply to all users of the Service in question in aggregate and Landmark shall not be liable to any other person
d. All parties given access to the Services agree that they will treat as strictly private and confidential the Services and all information which they obtain from the Services and shall restrict any disclosure to employees or professional advisers to enable the relevant party to conduct its internal business. The requirement in this clause to treat the Services as confidential shall include a requirement to maintain adequate security measures to safeguard the Services from unauthorised access, use or copying
e. Each recipient of the Services agrees (and agrees it will cause its employees, agents or contractors who may from time to time have access to the Services to agree) it will not, except as permitted herein or by separate agreement with Landmark
   i. effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
   ii. copy, use, market, re-sell, distribute, merge, alter, add to or carry on any redistribution, reproduction, translation, publication, reduction to any electronic medium or machine readable form or commercially exploit or in any other way deal with or utilise or (except as expressly permitted by applicable law) reverse engineer, decompile or disassemble the Services, Content or Website; or
   iii. remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You shall acknowledge the ownership of the Content, where such Content is incorporated or used into Your own documents, reports, systems or services whether or not these are supplied to any third party
   iv. create any product which is derived directly or indirectly from the data contained in the Services
f. The mapping contained in any Services is protected by Crown Copyright and must not be used for any purpose outside the context of the Services or as specifically provided by these Terms
g. You are permitted to make five copies of any Report, but are not authorised to re-sell the Report, any part thereof or any copy thereof unless you are an Authorised Reseller. Further copies may not be made in whole or in part without the prior written permission of Landmark who shall be entitled to make a charge for each additional copy

4. Charges

a. VAT at the prevailing rate shall be payable in addition to the Landmark Fees. You shall pay any other applicable indirect taxes related to Your use of the Services
b. An individual or a monthly invoice showing all Orders created by You will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Resellers invoice. The Landmark Fees are payable in full within 30 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Landmark reserve the right to amend the Landmark Fees from time to time and the Services will be charged at the Landmark Fee applicable at the date on which the Service is ordered
c. We may charge interest on late payment at a rate equal to 3% per annum above the base lending rate of National Westminster Bank plc
d. Landmark or its Authorised Reseller shall not be obliged to invoice any party other than You for the provision of Services, but where Landmark or its Authorised Reseller does so invoice any third party at Your request, and such invoice is not accepted or remains unpaid, Landmark or its Authorised Reseller shall have the option at any time to cancel such invoice and invoice You direct for such Services. Where Your order comprises a number of Services or severable elements within any one or more Services, any failure by Landmark or its Authorised Reseller to provide an element or elements of the Services shall not prejudice Landmark's or its Authorised Reseller's ability to require payment in respect of the Services delivered to You

5. Termination

a. Landmark may suspend or terminate Your rights under these Terms without any liability to You with immediate effect if at any time
   i. You fail to make any payment due in accordance with clause 4;
   ii. You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
   iii. You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so; additionally, without prejudice to the foregoing, Landmark may remedy the breach and recover the costs thereof from You
b. If Your rights are terminated under this clause and You have made an advance payment, We will refund You a reasonable proportion of the balance as determined by Us in relation to the value of Services previously purchased
c. Landmark reserves the right to refuse to supply any or all Services to You without notice or reason

6. Liability

a. We provide warranties and accept liability only to the extent stated in this clause 6 and clause 7
b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's negligence or wilful default, and the remainder of this clause 6 is subject to this provision and Your statutory rights
c. As most of the information contained in the Services is provided to Landmark by others, Landmark cannot control its accuracy or completeness, nor is it within the scope of Landmark's Services to check the information on the ground. Accordingly, Landmark will only be liable to You for any loss or damage caused by its negligence or wilful default and subject to clause 6.d below neither Landmark nor any person providing information contained in any Services shall in any circumstances be liable for any inaccuracies, faults or omissions in the Services, nor shall Landmark have any liability if the Services are used otherwise than in accordance with these Terms
d. Save as precluded by law, Landmark shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by Landmark
e. In any event, and notwithstanding anything contained in these Terms, Landmark's liability in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising by reason or in connection with this Contract (except in relation to death or personal injury) shall be limited to an aggregate amount not exceeding £1 million if the complaint is in relation to a Report on residential property and an aggregate amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark
f. Landmark will not be liable for any defect, failure or omission relating to Services that is not notified to Landmark within six months of the date of the issue becoming apparent and in any event, within twelve years of the date of the Service
g. You acknowledge, that
   i. Subject to clause 6.e below You shall have no claim or recourse against any Third Party Content supplier nor any of our other Suppliers. You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of Third Party Content suppliers or other Suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services (for the avoidance of doubt Landmark is not a Third Party Content supplier). Landmark does not promise that the supply of the Services will be uninterrupted or error free or provide any particular facilities or functions, or that the Content will always be complete, accurate, precise, free from defects of any other kind, computer viruses, software locks or other similar code although Landmark will use reasonable efforts to correct any inaccuracies within a reasonable period of them becoming known to us
   ii. Landmark's only obligation is to exercise reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity who are skilled in the use of property and environmental information and You hereby acknowledge that You are such a person
   iii. no physical inspection of the Property Site reported on is carried out as part of any Services offered by Landmark and Landmark do not warrant that all features or features whether past or current will be identified in the Services. The Services do not include any information relating to the actual state or condition of any Property Site nor should they be used or taken to indicate or exclude actual fitness or unfitness of a Property Site

for any particular purpose nor should it be relied upon for determining saleability or value or used as a substitute for any physical investigation or inspection. Landmark recommends that You inspect and take other advice in relation to the Property Site and not rely exclusively on the Services

iv. Subject to clause 6 o below, Landmark shall not be responsible for error or corruption in the Services resulting from inaccuracy or omission in primary or secondary information and data, inaccurate processing of information and data by third parties, computer malfunction or corruption of data whilst in the course of conversion, geo-coding, processing by computer or electronic means, or in the course of transmission by telephone or other communication link, or printing

v. Landmark will not be held liable in any way if a Report on residential property is used for commercial property or more than the one residential property for which it was ordered

vi. the Services have not been prepared to meet Your or anyone else's individual requirements, that You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same, and You confirm You are solely responsible for the selection or omission of any specific part of the Content

vii. Landmark offer no warranty for the performance of any linked internet service not operated by Landmark;

viii. You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify us in writing of such defect within seven days of its discovery

ix. Any support or assistance provided to You in connection with these Terms is at Your risk

h. All liability for any insurance products purchased by You rests solely with the insurer. Landmark does not endorse any particular product or insurer and no information contained within the Services should be deemed to imply otherwise. You acknowledge that if You Order any such insurance Landmark will deem such as Your consent to forward a copy of the Report to the insurers. Where such policy is purchased, all liability remains with the insurers and You are entirely responsible for ensuring that the insurance policy offered is suitable for Your needs and should seek independent advice. Landmark does not guarantee that an insurance policy will be available on a Property Site. All decisions with regard to the offer of insurance policies for any premises will be made solely at the discretion of the insurers and Landmark accepts no liability in this regard. The provision of a Report does not constitute any indication by Landmark that insurance will be available on the property

i. Professional opinions contained in Reports are provided to Landmark by third parties, and such third parties are solely liable for the opinion provided. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited, and any issues with regard to the provision of such opinion should be taken up with the relevant third party

If Landmark provides You with any additional service obtained from a third party including but not limited to any interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, subject to clause 6 o below Landmark will not be liable in any way for any information contained therein or any issues arising out of the provision of those additional services to You. Landmark will be deemed to have acted as an agent in these circumstances and the supply of these additional services will be governed by the terms and conditions of those Third Parties

j. In any event no person may rely on a Service more than 12 months after its original date

k. If You wish to vary any limitation of liability as set out in these Terms, You must request such variation prior to ordering the Service. Landmark shall use its reasonable endeavours to agree such variation but shall not be obliged to do so

l. Time shall not be of the essence with respect to the provision of the Services

m. Ordnance Survey have undertaken a positional accuracy improvement programme which may result in discrepancies between the positioning of features used in datasets in the Services and the updated Ordnance Survey mapping. Subject to clause 6 o below, Landmark and its Suppliers exclude all and any liability incurred as a result of the implementation of such positional accuracy improvement programme

n. Where Landmark provides its own risk assessment in connection with any Report, Landmark shall carry out such assessment with all reasonable skill and care but shall have no liability for any such risk assessment conclusion which is provided for information only, save where Landmark conducted the same negligently, in which case the provisions of clause 6 shall apply. Notwithstanding the provision of any such risk assessment conclusion you should carefully examine the remainder of the Report and should not take or refrain from taking any action based solely on the basis of the risk assessment. For the avoidance of doubt, the provisions of this clause 6n apply solely to risk assessments conducted by Landmark, and the provision of any other risk assessment by a third party shall be governed by such third party's terms in accordance with the provisions of clause 6i above

o. Landmark obtains much of the information contained in its Report from third parties. Landmark will not accept any liability to You for any negligent or incorrect entry, or error or corruption in the Third Party Content supplied to Landmark, but Landmark's Suppliers may be liable for such negligent or incorrect entries, or errors or corruptions, subject to the terms and conditions on which they supply the Third Party Content to Landmark

7. Contribution

a. Save where expressly provided, this clause 7 shall apply solely to Enviroserch Residential Reports (regardless of the result of such Report). Nothing in this clause 7 shall operate to override or vary the provisions of clause 6

b. Landmark are prepared to offer, at their sole discretion, and without any admission or inference of liability a contribution towards the costs of any remediation works required under a Notice (as defined below) on the terms of this clause 7 ('the Contribution')

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

i. the Contribution shall only apply to contamination or a pollution incident present or having occurred prior to the date of the Report

ii. the Contribution shall only apply where the Property Site is a single residential dwelling house or a single residential flat within a block of flats. For the avoidance of doubt, this obligation does not apply to any commercial property, nor to any Property Site being developed or redeveloped whether for residential purposes or otherwise;

iii. the Contribution is strictly limited to the cost of works at the Property Site and at no other site

iv. the Contribution will not be paid in respect of any of the following:
Radioactive contamination of, whatsoever nature, directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivey from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
Asbestos arising out of or related in any way to asbestos or asbestos containing materials on or in structures or services serving the structures
Naturally occurring materials arising from the presence or required removal of naturally occurring materials except in circumstances where such materials are present in concentrations which are in excess of their natural concentration
Intentional non compliance arising from the intentional disregard of or knowing, wilful or deliberate non-compliance by any owner or occupier of the Property Site with any statute, regulation, administrative complaint notice of violation, or notice letter of any Regulatory Authority
Any condition which is known or ought reasonably to have been known to the First Purchaser or the First Purchaser's Lender prior to the purchase of the Report
Any condition which is caused by acts of War or an Act of Terrorism
Any property belonging to or in the custody or control of the First Purchaser which does not form a fixed part of the Property Site or the structure
Any fines liquidated damages punitive or exemplary damages
Any bodily injury including without limitation death, illness or disease, mental injury, anguish or nervous shock
Any financial loss in respect of any loss of any rental, profit, revenue, savings or business or any consequential indirect or economic loss, damage or expense including the cost of rent of temporary premises or business interruption
Any losses incurred following a material change in use of, alteration or development of the Property Site

d. The maximum sum that shall be contributed by Landmark in respect of any Contribution shall be limited to £50,000. In the event that more than one Report is purchased on the Property Site the Contribution will only be payable under the first Report purchased by or on behalf of any First Purchaser or First Purchaser's Lender and no Contribution will be made in respect of subsequent Reports purchased by or on behalf of such First Purchaser, First Purchaser's Lender or any person connected to them

e. Landmark shall only pay a Contribution where the Notice is served within 36 months of the date of the Report

f. Any rights to a Contribution under this Clause 7 are not assignable in the event of a sale of the Property Site and Landmark will not make any Contribution after the date of completion of such sale

g. In the event the First Purchaser or First Purchaser's Lender wishes to claim any Contribution, it shall notify Landmark in writing within 3 months of the date of the Notice. The First Purchaser or First Purchaser's Lender (as applicable) shall comply with all reasonable requirements of Landmark with regard to the commission and conduct of the remediation works to be carried out under the Notice, and in the event the First Purchaser or First Purchaser's Lender (as applicable) does not do so, including without limitation, obtaining Landmark's prior written consent to any estimates for such works or complying with any other reasonable request by Landmark, Landmark shall not be required to pay any Contribution. Notwithstanding the payment of the Contribution by Landmark the First Purchaser or First Purchaser's Lender as applicable shall take all reasonable steps to mitigate any costs incurred in connection with the conduct of works required under the terms of any Notice

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

i. Landmark reserve the right at any time prior to a claim for Contribution being made in accordance with clause 7 g) above, to withdraw the offer of payment of Contributions without further notice

8. Events Beyond Our Control

a. You acknowledge that Landpark shall not be liable for any delay, interruption or failure in the provision of the Services which are caused or contributed to by any circumstance which is outside our reasonable control including but not limited to lack of power, telecommunications failure or overload, computer malfunction, inaccurate processing of data, or delays in receiving, loading or checking data, corruption of data whilst in the course of conversion, geo coding, processing by computer in the course of electronic communication, or printing

9. Severability

a. If any provision of these Terms are found by either a court or other competent authority to be void, invalid, illegal or unenforceable, that provision shall be deemed to be deleted from these Terms and never to have formed part of these Terms and the remaining provisions shall continue in full force and effect

10. Governing Law

a. These terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts if any dispute arises out of or in connection with this agreement (a 'Dispute') the parties undertake that, prior to the commencement of Court proceedings, they will seek to have the Dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice initiating that procedure. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the Dispute to the Court

11. General; Complaints

a. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation

b. Landmark may authorise or allow our contractors and other third parties to provide to Landmark and/or to You services necessary or related to the Services and to perform Landmark's obligations and exercise Landmark's rights under these Terms, which may include collecting payment on Landmark's behalf

c. No waiver on Landmark's part to exercise, and no delay in exercising, any right power or provision hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or provision hereunder preclude the exercise of that or any other right, power or provision

d. Unless otherwise stated in these Terms, all notices from You to Landmark must be in writing and sent to the Landmark registered office (or in the case of an Authorised Reseller, to its registered office address) and subject to paragraph e below all notices from Landmark to You will be displayed on our Websites from time to time

e. Any complaints in relation to the Services should, in the first instance, be in writing addressed to the Customer Service Support Manager at the Landmark registered office. Landmark or its agents will respond to any such complaints in writing as soon as practicably possible

f. A person who is not a party to any contract made pursuant to these Terms shall have no right under the Contract (Right of Third Parties) Act 1999 to enforce any terms of such contract and Landmark shall not be liable to any such third party in respect of any Services supplied

g. Landmark's Privacy Policy as displayed on the Website governs the use made of any information You supply to Landmark.

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