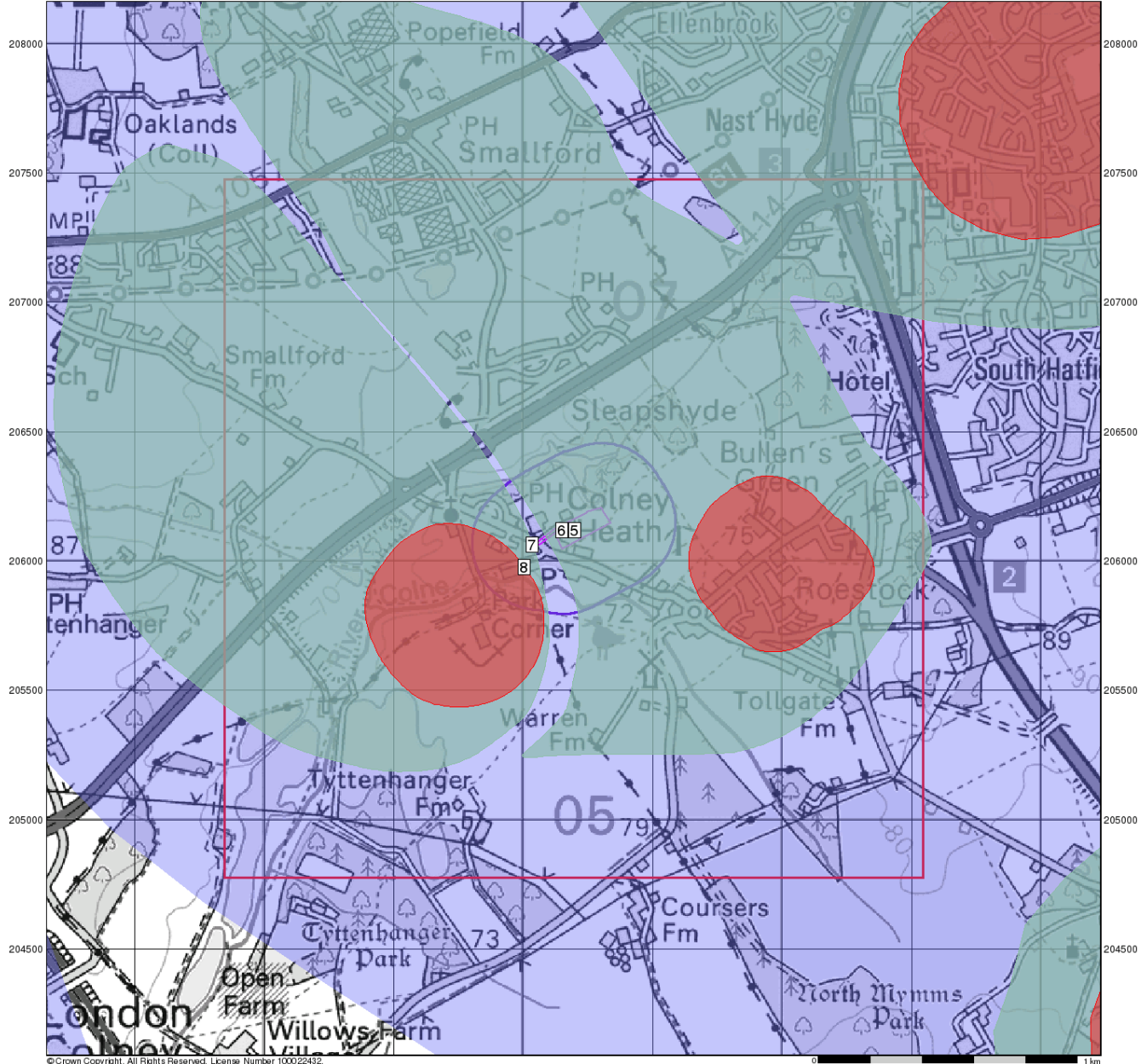


518500 519000 519500 520000 520500 521000 521500 522000



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0 1 km

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Source Protection Zones

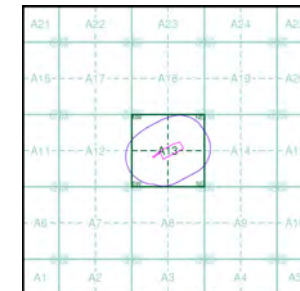
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Agency and Hydrological

- Inner zone (Zone 1)
- Inner zone - subsurface activity only (Zone 1c)
- Outer zone (Zone 2)
- Outer zone - subsurface activity only (Zone 2c)
- Total catchment (Zone 3)
- Total catchment - subsurface activity only (Zone 3c)
- Special interest (Zone 4)

Site Sensitivity Context Map - Slice A



Order Details

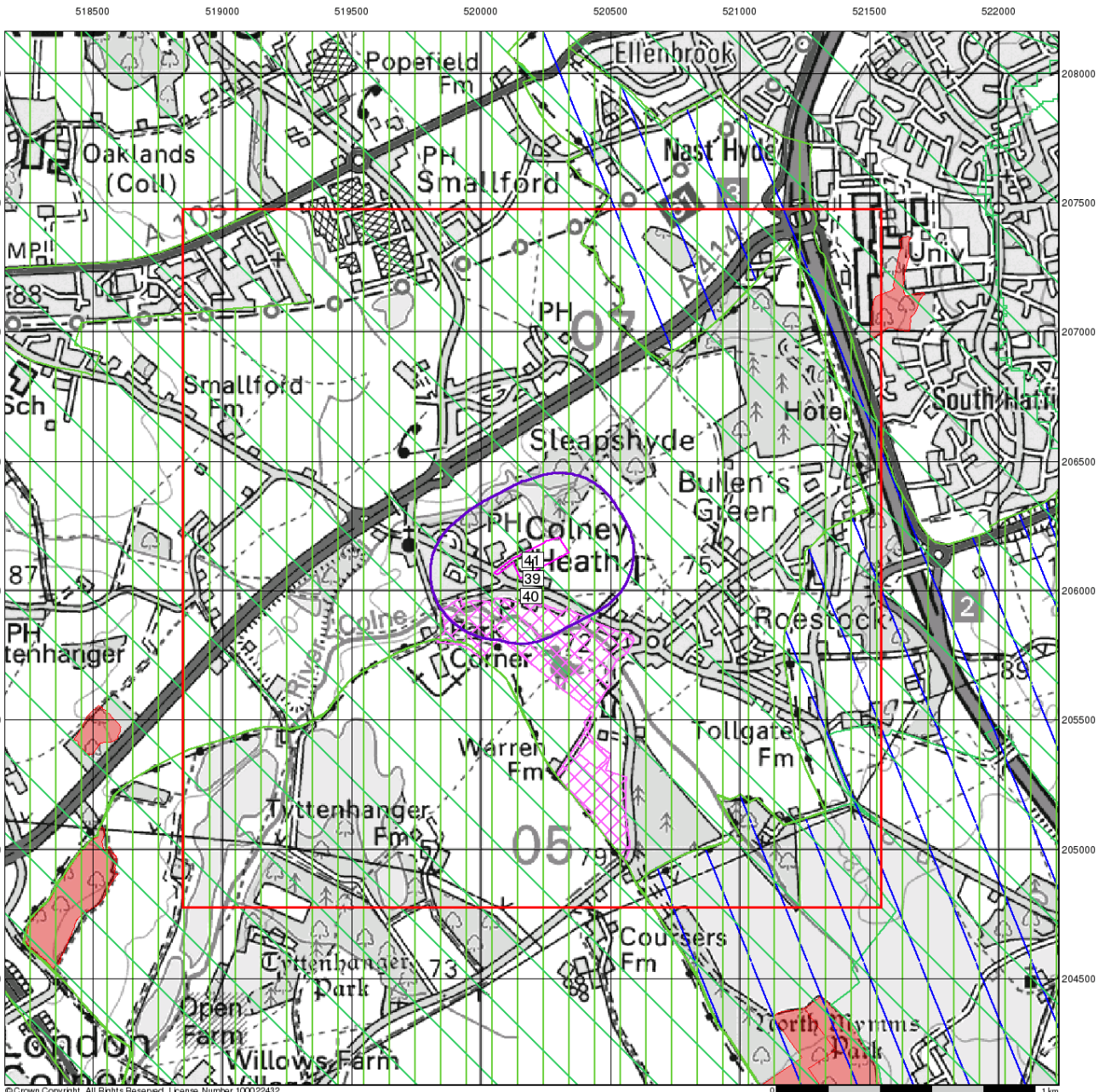
Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

Landmark
 INFORMATION GROUP

Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

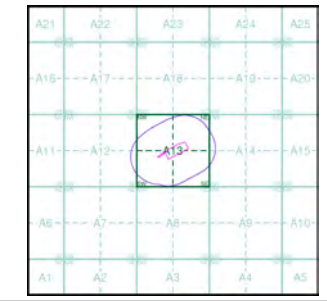


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Sensitive Land Uses

- General**
- Specified Site
 - Specified Buffer(s)
 - Bearing Reference Point
 - Slice
 - Map ID
- Sensitive Land Uses**
- Ancient Woodland
 - Area of Adopted Green Belt
 - Area of Unadopted Green Belt
 - Area of Outstanding Natural Beauty
 - Environmentally Sensitive Area
 - Forest Park
 - Local Nature Reserve
 - Marine Nature Reserve
 - National Nature Reserve
 - National Park
 - Nitrate Sensitive Area
 - Nitrate Vulnerable Zone
 - Ramsar Site
 - Site of Special Scientific Interest
 - Special Area of Conservation
 - Special Protection Area
 - World Heritage Sites

Site Sensitivity Context Map - Slice A



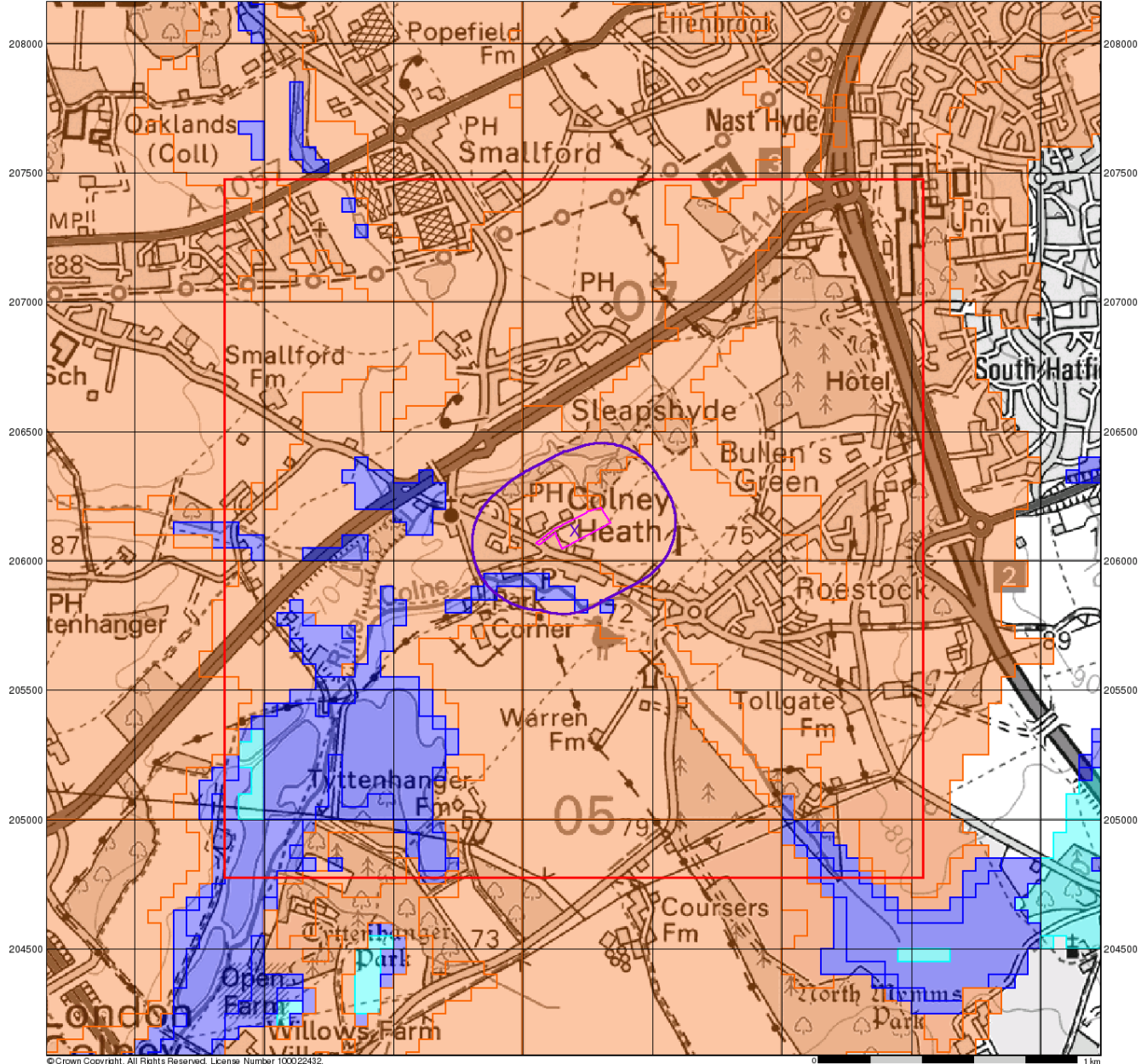
Order Details

Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

518500 519000 519500 520000 520500 521000 521500 522000



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0 1 km

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BGS Flood GFS Data

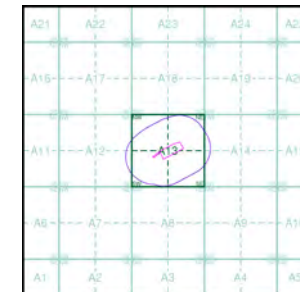
General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice

Agency and Hydrological (Flood)

- Limited Potential for Groundwater Flooding to Occur
- Potential for Groundwater Flooding of Property Situated Below Ground Level
- Potential for Groundwater Flooding to Occur at Surface

Site Sensitivity Context Map - Slice A



Order Details

Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

Landmark
 INFORMATION GROUP

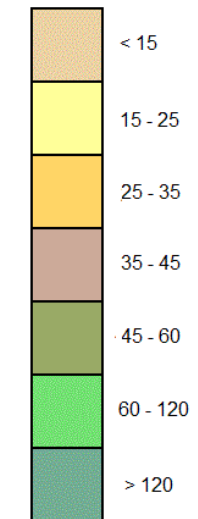
Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

General

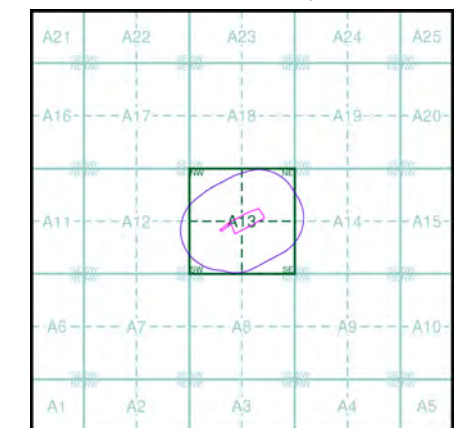
✱ Specified Site
 ○ Specified Buffer(s)
 ✕ Bearing Reference Point

Estimated Soil Chemistry Arsenic

Arsenic Concentrations mg/kg



Estimated Soil Chemistry Arsenic - Slice A

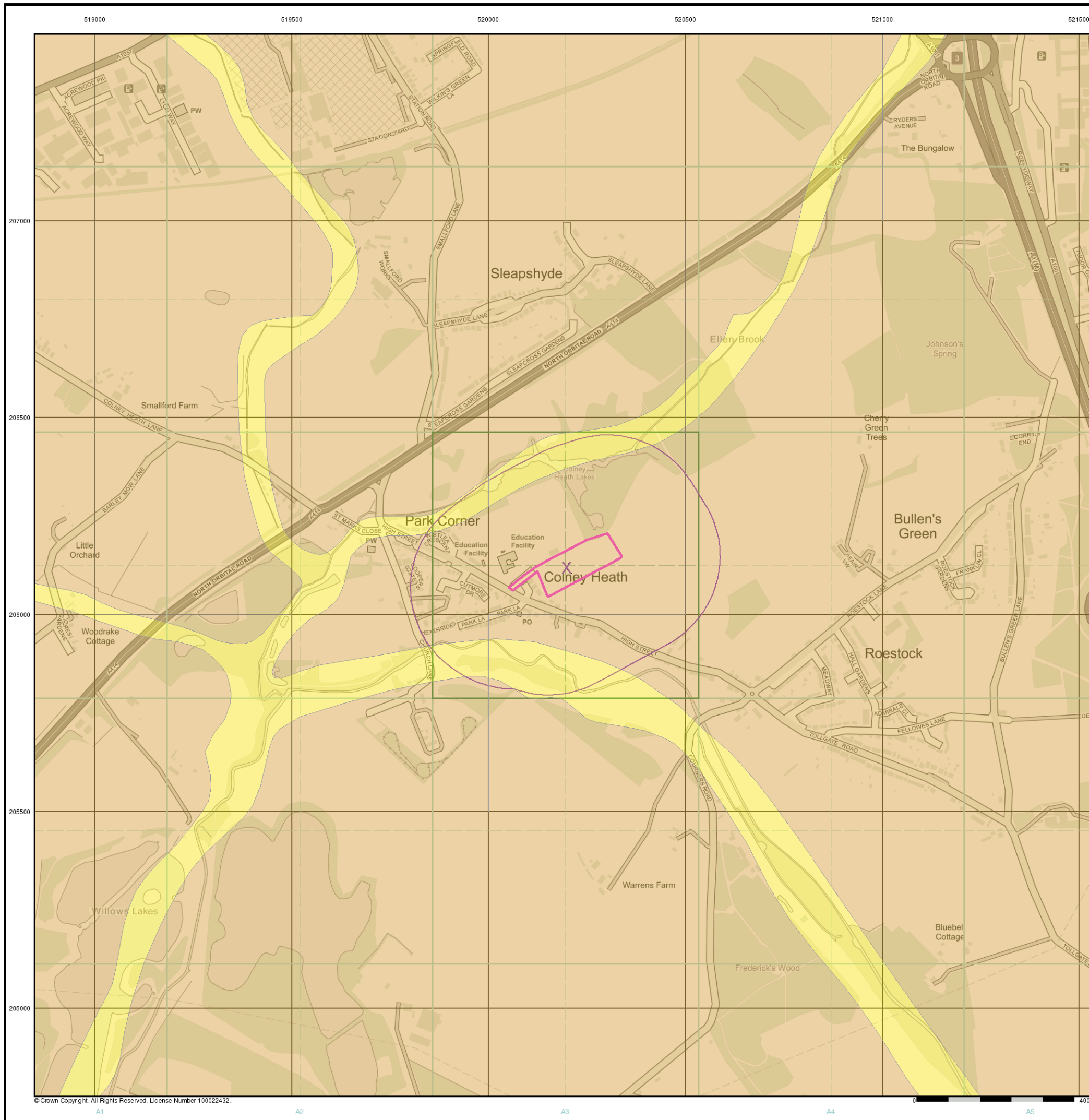


Order Details

Order Details: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath



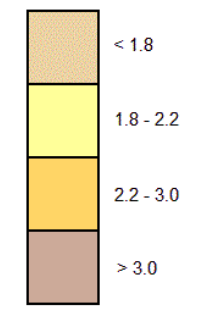


General

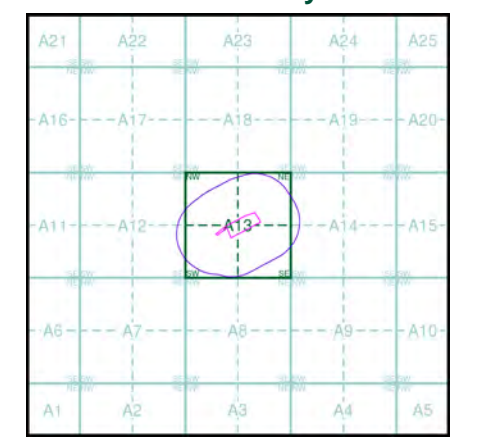
- Specified Site
- Specified Buffer(s)
- X Bearing Reference Point

Estimated Soil Chemistry Cadmium

Cadmium Concentrations mg/kg



Estimated Soil Chemistry Cadmium - Slice A

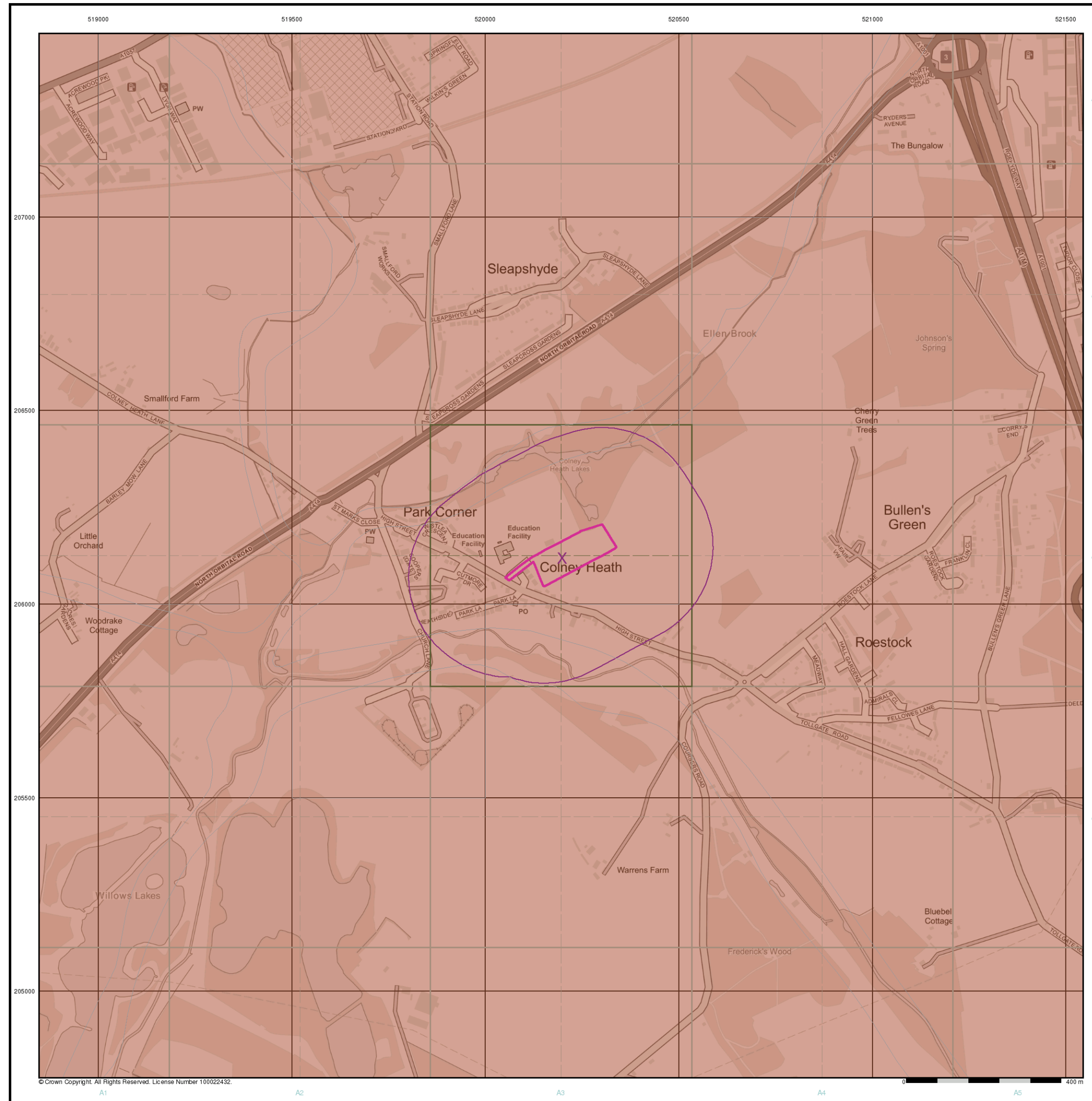


Order Details

Order Details: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

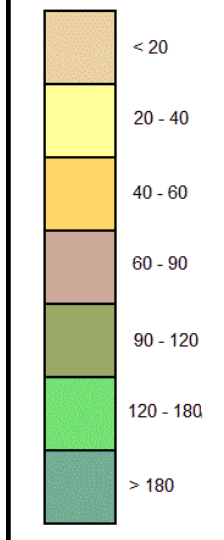


General

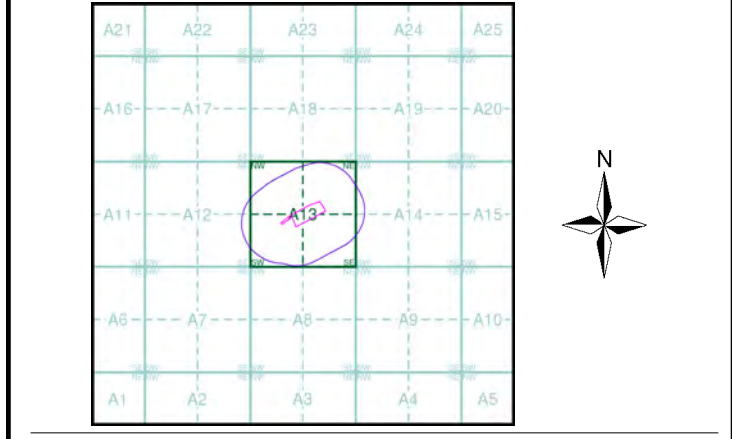
○ Specified Site
 ○ Specified Buffer(s)
 X Bearing Reference Point

Estimated Soil Chemistry Chromium

Chromium Concentrations mg/kg



Estimated Soil Chemistry Chromium - Slice A

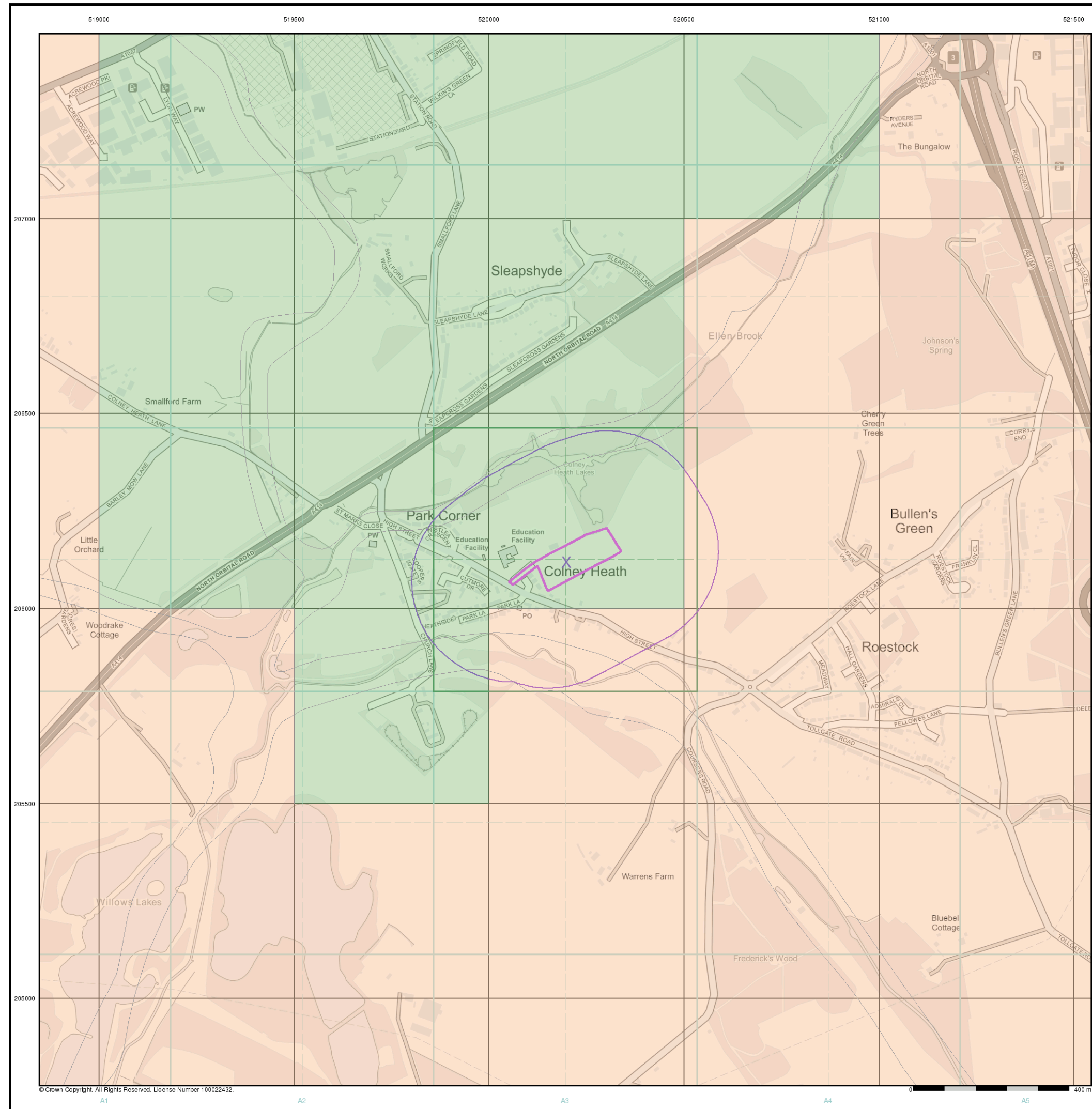


Order Details

Order Details: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

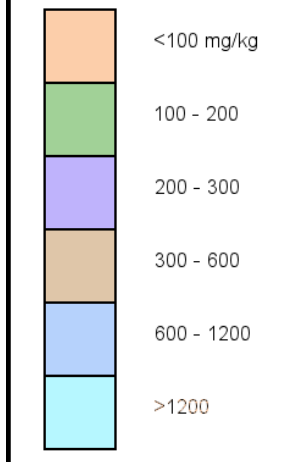


General

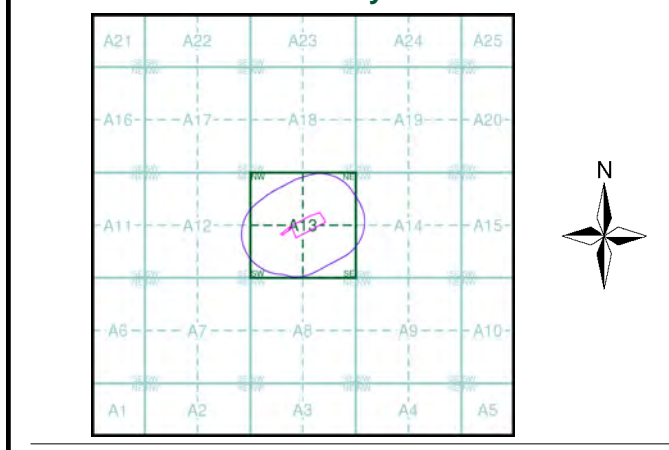
- Specified Site
- Specified Buffer(s)
- ✕ Bearing Reference Point

Estimated Soil Chemistry Lead

Lead Concentrations mg/kg



Estimated Soil Chemistry Lead - Slice A

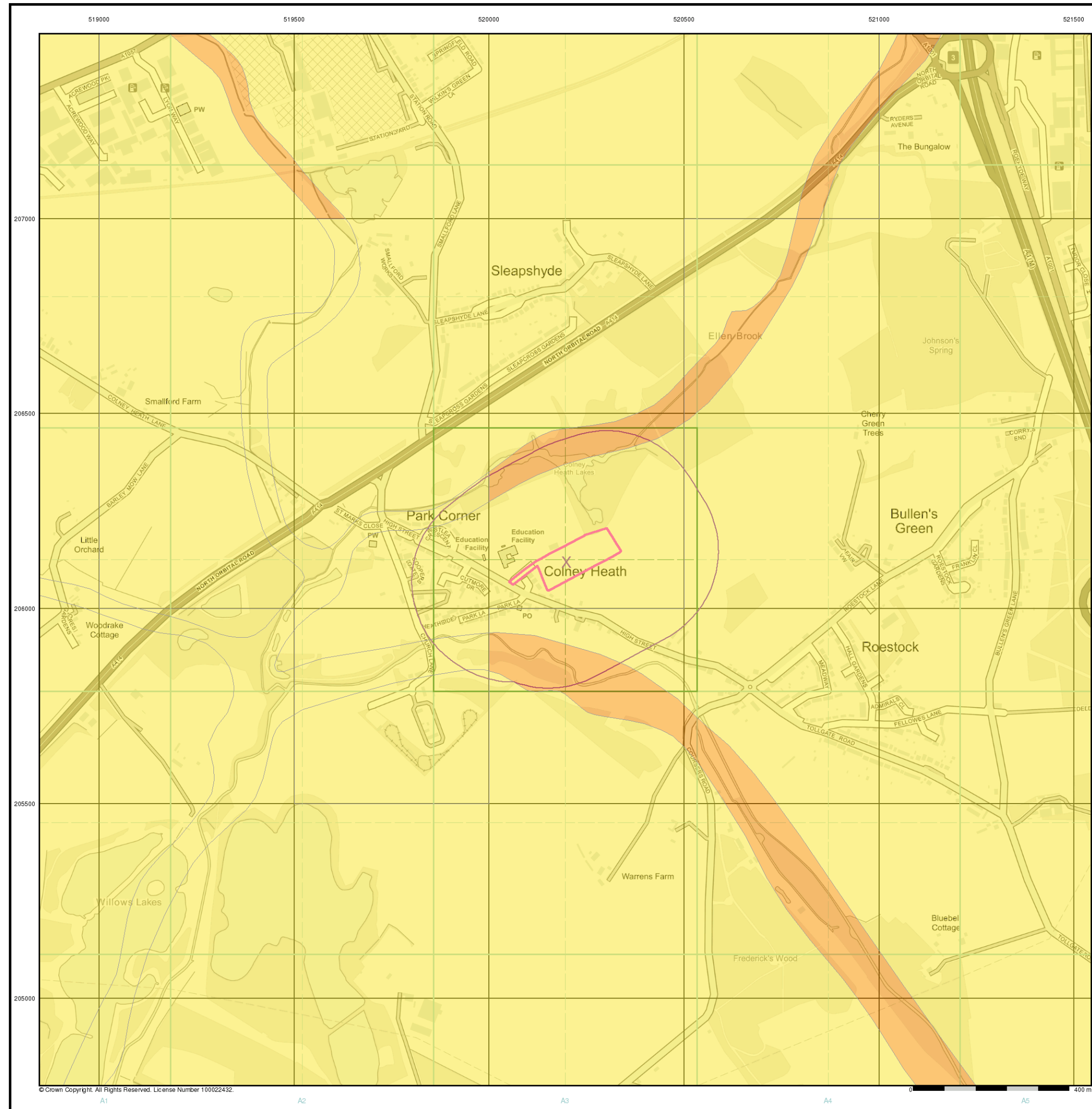


Order Details

Order Details: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

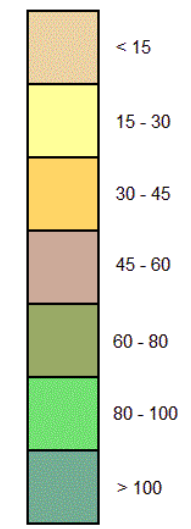


General

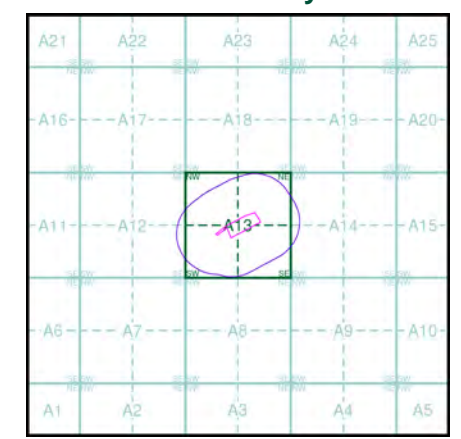
- ◊ Specified Site
- Specified Buffer(s)
- X Bearing Reference Point

Estimated Soil Chemistry Nickel

Nickel Concentrations mg/kg



Estimated Soil Chemistry Nickel - Slice A



Order Details

Order Details: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

Envirocheck[®] Report:

Mining and Ground Stability Datasheet

Order Details:

Order Number:

284830996_1_1

Customer Reference:

D41161

National Grid Reference:

520200, 206120

Slice:

A

Site Area (Ha):

1.77

Search Buffer (m):

250

Site Details:

Land off High Street
Colney Heath

Client Details:

Ms L Daniels
GeoDyne Ltd
Clarendon House
Clarendon Business Park
Clumber Avenue
Nottingham
NG5 1AH

Report Section and Details	Page Number
Summary	-
<p>The Summary section provides an overview of the data contained within the report, detailing the number of data set features or the existence of a data set in relation to the buffer selected.</p> <p>For ease of reference, the report is broken down into 4 sections of data; Mining and Natural Cavities Data, Historical Land Use Information (1:2,500), Historical Land Use Information (1:10,000) and Ground Stability Data (1:50,000).</p>	
Mining and Natural Cavities Data	1
<p>The Mining and Natural Cavities Data section features data sets related to the existence of mining areas and their potential hazards; and details of naturally formed cavities.</p> <p>Data sets within this section are not plotted, with the exception of BGS Recorded Mineral Sites and Potential Mining Areas which feature on the Historical Land Use Information (1:10,000) map.</p>	
Historical Land Use Information (1:2,500)	-
<p>The Historical Land Use Information (1:2,500) section contains data captured from analysis carried out by Landmark of 1:1,250 and 1:2,500 scale historical Ordnance Survey mapping, identifying areas where, historically, the land uses were potentially contaminative.</p> <p>For the purpose of this Envirocheck module, only historical data relating to mining and ground stability has been included and plotted on the corresponding Historical Land Use Information (1:2,500) map. This section also includes the Subterranean Features data set, which details various man-made and man-used underground spaces obtained from the Subterranea Britannica society.</p>	
Historical Land Use Information (1:10,000)	2
<p>The Historical Land Use (1:10,000) section covers data captured from the systematic analysis carried out by Landmark of 1:10, 560 and 1:10,000 scale historical Ordnance Survey mapping dating back to the mid-19th century, identifying potentially contaminative past industrial land uses.</p> <p>For the purpose of this Envirocheck module, only data relating to mining and ground stability has been included and plotted on the accompanying Historical Land Use Information (1:10,000) map.</p>	
Ground Stability Data (1:50,000)	3
<p>The Ground Stability (1:50,000) section includes the BGS Geosure data suite, reporting features to 250m and plotted onto 3 separate maps. Also reported is brine subsidence, brine mining and salt mining data sets, of which Brine Pumping and Salt Mining Related Features are plotted, and subsidence insurance claims and insurance investigations data, which is not plotted.</p>	
Historical Map List	5
<p>The Historical Map List section details the historical mapping that has been analysed for your site, in relation to the Historical Land Use Information sections.</p>	
Data Currency	6
Data Suppliers	7
Useful Contacts	8

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The brine subsidence data relating to the Driotwich area as provided in this report is derived from JPB studies and physical monitoring undertaken annually over more than 35 years. For more detailed interpretation contact enquiries@jpb.co.uk. JPB retain the copyright and intellectual rights to this data and accept no liability for any loss or damage, including in direct or consequential loss, arising from the use of this 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 supplied Mining Instability data is 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.

Report Version v53.0

Data Type	Page Number	On Site	0 to 250m
Mining and Natural Cavities Data			
BGS Recorded Mineral Sites	pg 1		3
Coal Mining Affected Areas			n/a
Man Made Mining Cavities			
Mining Instability			n/a
Natural Cavities			
Non Coal Mining Areas of Great Britain	pg 1	Yes	Yes
Potential Mining Areas			
Historical Land Use Information (1:2,500)			
Extractive Industries or Potential Excavations from 1855-1909 (100m)			
Extractive Industries or Potential Excavations from 1893-1915 (100m)			
Extractive Industries or Potential Excavations from 1906-1937 (100m)			
Extractive Industries or Potential Excavations from 1924-1949 (100m)			
Extractive Industries or Potential Excavations from 1950-1980 (100m)			
Subterranean Features (100m)			
Historical Land Use Information (1:10,000)			
Air Shafts			
Disturbed Ground			
General Quarrying			
Heap, unknown constituents			
Mineral Railway			
Mining & quarrying general			
Mining of coal & lignite			
Quarrying of sand & clay, operation of sand & gravel pits	pg 2		2
Former Marshes			
Potentially Infilled Land (Non-Water)	pg 2		3
Potentially Infilled Land (Water)			
Ground Stability Data (1:50,000)			
CBSCB Compensation District			n/a
Brine Pumping Related Features			
Brine Subsidence Solution Area			
Potential for Collapsible Ground Stability Hazards	pg 3	Yes	Yes
Potential for Compressible Ground Stability Hazards	pg 3	Yes	Yes
Potential for Ground Dissolution Stability Hazards	pg 3	Yes	Yes
Potential for Landslide Ground Stability Hazards	pg 3	Yes	Yes
Potential for Running Sand Ground Stability Hazards	pg 3	Yes	Yes
Potential for Shrinking or Swelling Clay Ground Stability Hazards	pg 4	Yes	Yes
Salt Mining Related Features			

Report Version v53.0

Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
1	BGS Recorded Mineral Sites Site Name: Sleepshyde Farm Location: Colney Heath, St Albans, Hertfordshire Source: British Geological Survey, National Geoscience Information Service Reference: 166064 Type: Opencast Status: Ceased Operator: Redland Aggregates Operator Location: Not Supplied Periodic Type: Quaternary Geology: Kesgrave Catchment Subgroup Commodity: Sand and Gravel Positional Accuracy: Located by supplier to within 10m	A13NE (NE)	112	1	520311 206317
2	BGS Recorded Mineral Sites Site Name: Colney Heath Gravel Pit Location: Colney Heath, St Albans, Hertfordshire Source: British Geological Survey, National Geoscience Information Service Reference: 166070 Type: Opencast Status: Ceased Operator: Individual'S Name Withheld Operator Location: Not Supplied Periodic Type: Quaternary Geology: Kesgrave Catchment Subgroup Commodity: Sand and Gravel Positional Accuracy: Located by supplier to within 10m	A13SW (W)	185	1	519868 206076
3	BGS Recorded Mineral Sites Site Name: Sleepshyde Farm Location: Colney Heath, St Albans, Hertfordshire Source: British Geological Survey, National Geoscience Information Service Reference: 166063 Type: Opencast Status: Ceased Operator: Redland Aggregates Operator Location: Not Supplied Periodic Type: Quaternary Geology: Kesgrave Catchment Subgroup Commodity: Sand and Gravel Positional Accuracy: Located by supplier to within 10m	A13NW (NW)	244	1	519951 206299
	Coal Mining Affected Areas In an area which may not be affected by coal mining				
	Non Coal Mining Areas of Great Britain Risk: Rare Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
	Non Coal Mining Areas of Great Britain Risk: Rare Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
	Non Coal Mining Areas of Great Britain Risk: Rare Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	230	1	520158 205791
	Non Coal Mining Areas of Great Britain Risk: Rare Source: British Geological Survey, National Geoscience Information Service	A13SW (SW)	230	1	520000 205841

Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
4	Quarrying of sand & clay, operation of sand & gravel pits Use: Not Supplied Date of Mapping: 1959	A13NE (NE)	7	-	520272 206219
5	Quarrying of sand & clay, operation of sand & gravel pits Use: Not Supplied Date of Mapping: 1925	A13SW (W)	53	-	519999 206071
6	Potentially Infilled Land (Non-Water) Use: Unknown Filled Ground (Pit, quarry etc) Date of Mapping: 1985	A13SW (W)	53	-	519999 206071
7	Potentially Infilled Land (Non-Water) Use: Unknown Filled Ground (Pit, quarry etc) Date of Mapping: 1990	A13NE (NE)	92	-	520342 206288
8	Potentially Infilled Land (Non-Water) Use: Unknown Filled Ground (Pit, quarry etc) Date of Mapping: 1985	A13NE (N)	222	-	520204 206413

Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
	CBSCB Compensation District The site does not fall within the brine compensation area.				
	Brine Subsidence Solution Area The site does not fall within the brine subsidence solution area.				
9	Potential for Collapsible Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
10	Potential for Collapsible Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
11	Potential for Collapsible Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (SW)	230	1	520000 205841
12	Potential for Collapsible Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	230	1	520158 205791
	Potential for Collapsible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	121	1	520146 205923
	Potential for Collapsible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	139	1	520000 206275
	Potential for Collapsible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	189	1	520096 206330
13	Potential for Compressible Ground Stability Hazards Hazard Potential: Moderate Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	121	1	520146 205923
14	Potential for Compressible Ground Stability Hazards Hazard Potential: Moderate Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	139	1	520000 206275
15	Potential for Compressible Ground Stability Hazards Hazard Potential: Moderate Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	189	1	520096 206330
	Potential for Compressible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
	Potential for Compressible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
	Potential for Compressible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	230	1	520158 205791
	Potential for Compressible Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (SW)	230	1	520000 205841
16	Potential for Ground Dissolution Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
17	Potential for Ground Dissolution Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
18	Potential for Landslide Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
19	Potential for Landslide Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
20	Potential for Running Sand Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120

Map ID	Details	Quadrant Reference (Compass Direction)	Estimated Distance From Site	Contact	NGR
21	Potential for Running Sand Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
22	Potential for Running Sand Ground Stability Hazards Hazard Potential: Low Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	121	1	520146 205923
23	Potential for Running Sand Ground Stability Hazards Hazard Potential: Low Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	139	1	520000 206275
24	Potential for Running Sand Ground Stability Hazards Hazard Potential: Low Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	189	1	520096 206330
	Potential for Running Sand Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	60	1	520154 206207
	Potential for Running Sand Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (W)	82	1	520000 206131
	Potential for Running Sand Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (SW)	230	1	520000 205841
	Potential for Running Sand Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	230	1	520158 205791
25	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: Low Source: British Geological Survey, National Geoscience Information Service	A13SE (W)	0	1	520199 206120
26	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: Low Source: British Geological Survey, National Geoscience Information Service	A13SW (W)	53	1	520000 206120
27	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	121	1	520146 205923
28	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	139	1	520000 206275
29	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	189	1	520096 206330
	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (NW)	60	1	520154 206207
	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13NW (W)	82	1	520000 206131
	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (SW)	230	1	520000 205841
	Potential for Shrinking or Swelling Clay Ground Stability Hazards Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	A13SW (S)	230	1	520158 205791

The following mapping has been analysed for Historical Land Use Information (1:2,500):








1:2,500	Mapsheet	Published Date
Hertfordshire	035_10	1880
Hertfordshire	035_10	1898
Hertfordshire	035_10	1924
Hertfordshire	035_10	1937
Ordnance Survey Plan	TL1905	1971
Ordnance Survey Plan	TL1906	1971
Ordnance Survey Plan	TL2005	1971
Ordnance Survey Plan	TL2006	1971

The following mapping has been analysed for Historical Land Use Information (1:10,000):

1:10,560	Mapsheet	Published Date
Hertfordshire	035_00	1883
Hertfordshire	035_SW	1899
Hertfordshire	035_SW	1925
Hertfordshire	035_SW	1938
Ordnance Survey Plan	TL10NE	1960
Ordnance Survey Plan	TL10SE	1960
Ordnance Survey Plan	TL20SW	1960
Ordnance Survey Plan	TL20NW	1971
1:10,000	Mapsheet	Published Date
Ordnance Survey Plan	TL10NE	1985
Ordnance Survey Plan	TL10SE	1990
Ordnance Survey Plan	TL20NW	1990
Ordnance Survey Plan	TL20SW	1990

Mining and Cavities Data	Version	Update Cycle
BGS Recorded Mineral Sites British Geological Survey - National Geoscience Information Service	May 2021	Bi-Annually
Coal Mining Affected Areas The Coal Authority - Property Searches	March 2014	Annual Rolling Update
Man Made Mining Cavities Stantec UK Ltd	May 2021	Bi-Annually
Mining Instability Ove Arup & Partners	June 1998	Not Applicable
Natural Cavities Stantec UK Ltd	May 2021	Bi-Annually
Non Coal Mining Areas of Great Britain British Geological Survey - National Geoscience Information Service	May 2015	Not Applicable
Historical Land Use Information (1:2,500)	Version	Update Cycle
Subterranean Features Landmark Information Group Limited	February 2020	Bi-Annually
Ground Stability Data (1:50,000)	Version	Update Cycle
CBSCB Compensation District Cheshire Brine Subsidence Compensation Board (CBSCB)	August 2011	As notified
Potential for Collapsible Ground Stability Hazards British Geological Survey - National Geoscience Information Service	April 2020	Annually
Potential for Compressible Ground Stability Hazards British Geological Survey - National Geoscience Information Service	January 2019	Annually
Potential for Ground Dissolution Stability Hazards British Geological Survey - National Geoscience Information Service	January 2019	Annually
Potential for Landslide Ground Stability Hazards British Geological Survey - National Geoscience Information Service	January 2019	Annually
Potential for Running Sand Ground Stability Hazards British Geological Survey - National Geoscience Information Service	January 2019	Annually
Potential for Shrinking or Swelling Clay Ground Stability Hazards British Geological Survey - National Geoscience Information Service	January 2019	Annually
Brine Subsidence Solution Area Johnson Poole & Bloomer	December 2020	Annual Rolling Update






A selection of organisations who provide data within this report

Data Supplier	Data Supplier Logo
Ordnance Survey	
British Geological Survey	
The Coal Authority	
Ove Arup	
Stantec UK Ltd	
Wardell Armstrong	
Johnson Poole & Bloomer	




Contact	Name and Address	Contact Details
1	British Geological Survey - Enquiry Service British Geological Survey, Environmental Science Centre, Keyworth, Nottingham, Nottinghamshire, NG12 5GG	Telephone: 0115 936 3143 Fax: 0115 936 3276 Email: enquiries@bgs.ac.uk Website: www.bgs.ac.uk
-	Landmark Information Group Limited Imperium, Imperial Way, Reading, Berkshire, RG2 0TD	Telephone: 0844 844 9952 Fax: 0844 844 9951 Email: customerservices@landmarkinfo.co.uk Website: www.landmarkinfo.co.uk

Historical Land Use Information (1:10,000)

General

-  Specified Site
-  Specified Buffer(s)
-  Bearing Reference Point
-  Map ID
-  Several of Type at Location



Potentially Contaminative Industrial Uses (Past Land Uses - Mining)

	Point	Line	Polygon
Air Shafts			
Disturbed Ground			
General Quarrying			
Heap, unknown constituents			
Mineral Railway			
Mining and Quarrying General			
Mining of Coal & Lignite			
Quarrying of Sand and Clay, Operation of Sand and Gravel Pits			

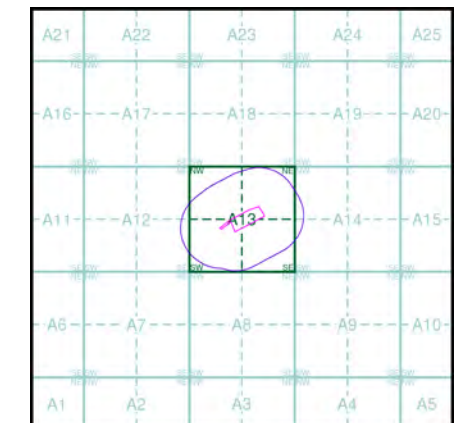
Historical Land Use

	Point	Line	Polygon
Potentially Infilled Land (Non-Water)			
Potentially Infilled Land (Water)			
Former Marsh			

Mining Data

-  Potential Mining Area
-  BGS Recorded Mineral Site

Mining and Ground Stability - Slice A



Order Details

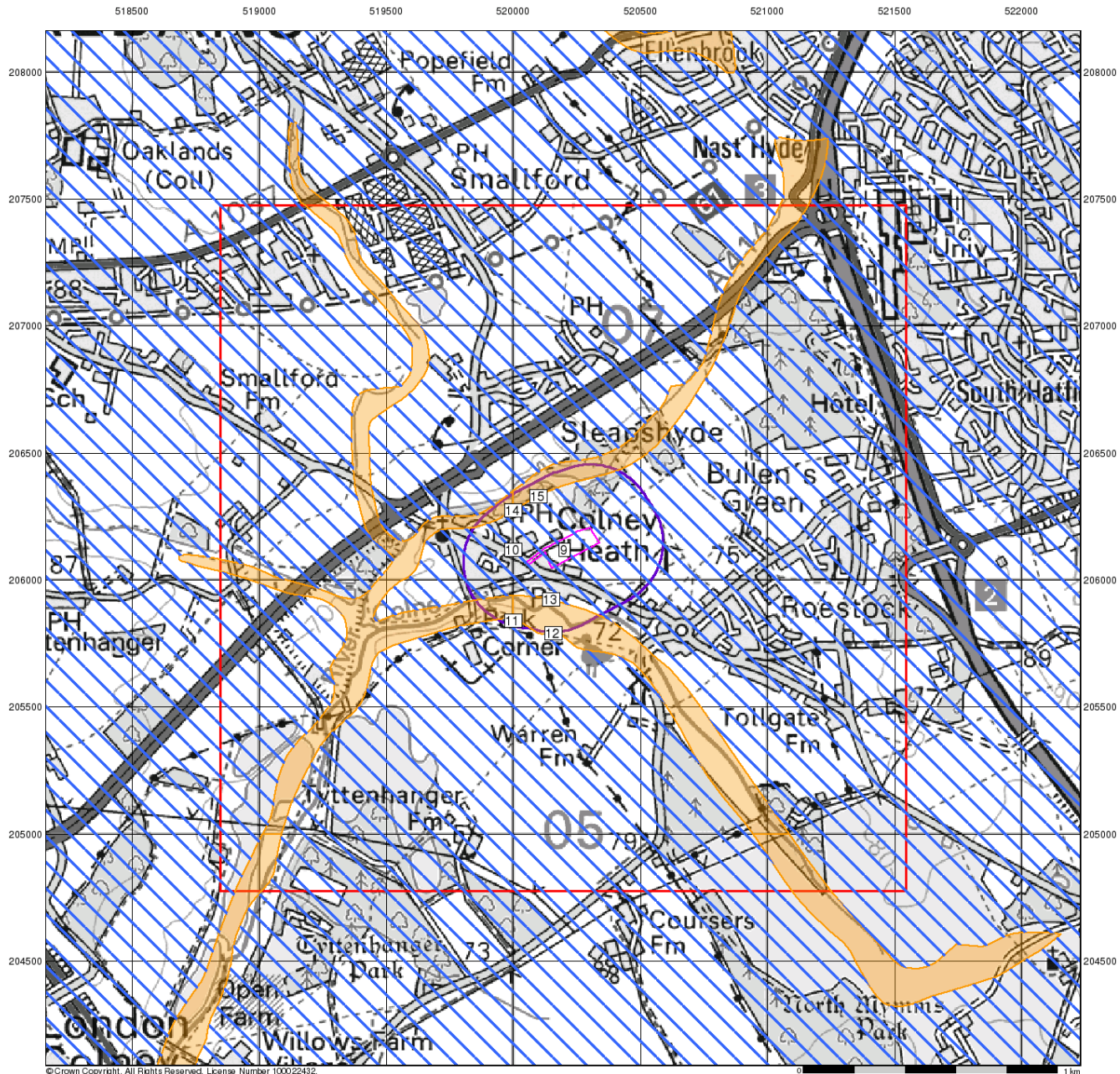
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 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath



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Ground Stability Data (1:50,000)

General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

Potential for Compressible Ground Stability Hazards

- High
- Low
- Moderate
- Very Low

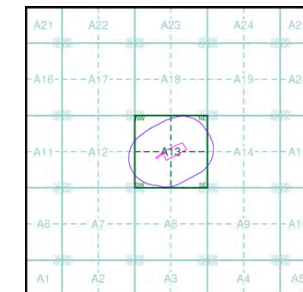
Potential for Collapsible Ground Stability Hazards

- High
- Low
- Moderate
- Very Low

Brine Pumping and Salt Mining

- | | Point | Polygon |
|-------------------------------|-------|---------|
| Brine Pumping Related Feature | | |
| Salt Mining Related Feature | | |

Mining and Ground Stability - Slice A



Order Details

Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

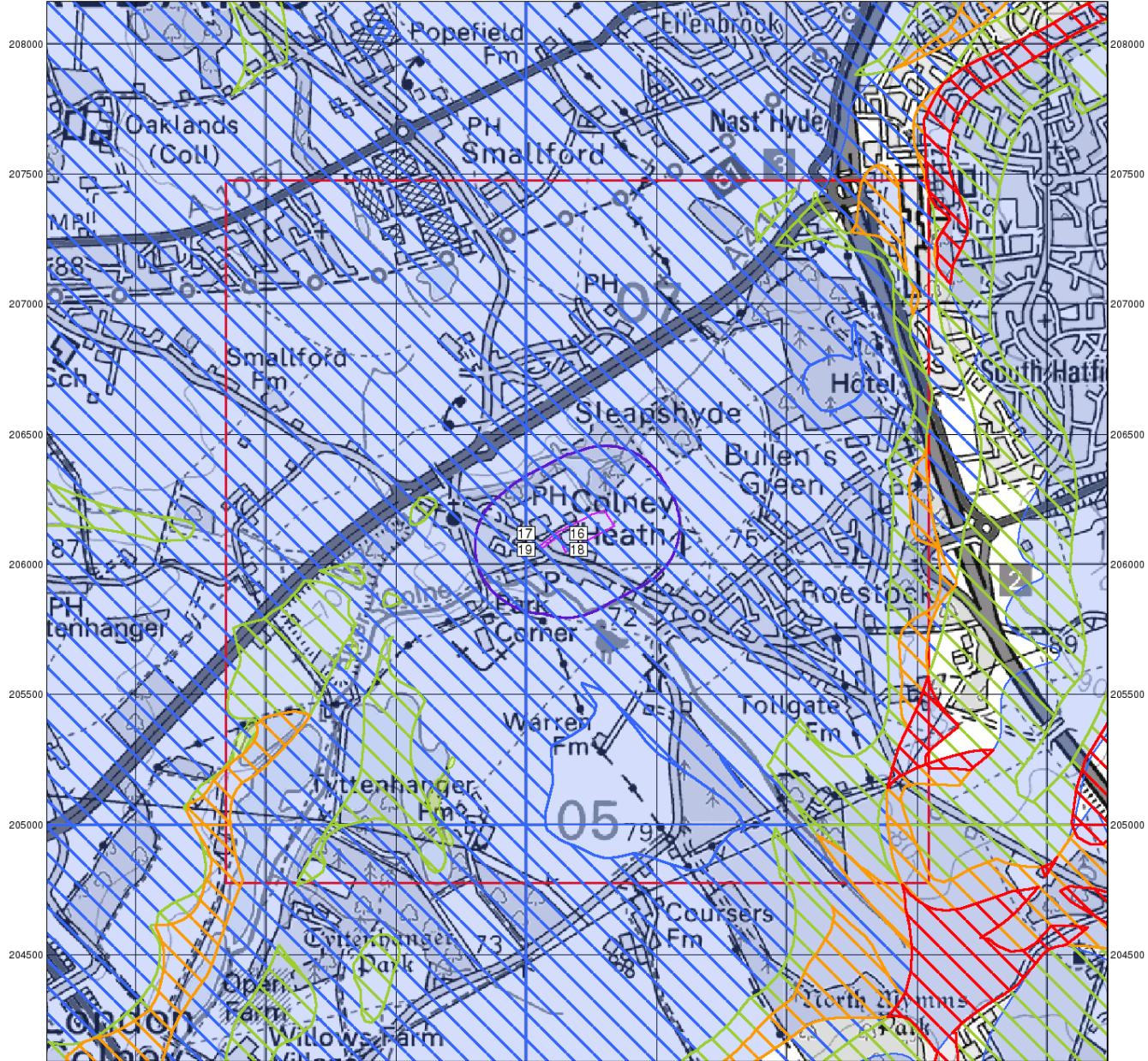
Site Details

Land off High Street, Colney Heath

Landmark
 INFORMATION GROUP

Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

518500 519000 519500 520000 520500 521000 521500 522000



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0 1 km

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Ground Stability Data (1:50,000)

General

- Specified Site
- Specified Buffer(s)
- Bearing Reference Point
- Slice
- Map ID

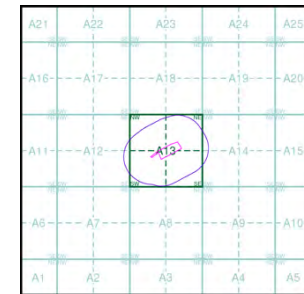
Potential for Landslide Ground Stability Hazards

- High
- Low
- Moderate
- Very Low

Potential for Ground Dissolution Stability Hazards

- High
- Low
- Moderate
- Very Low

Mining and Ground Stability - Slice A



Order Details

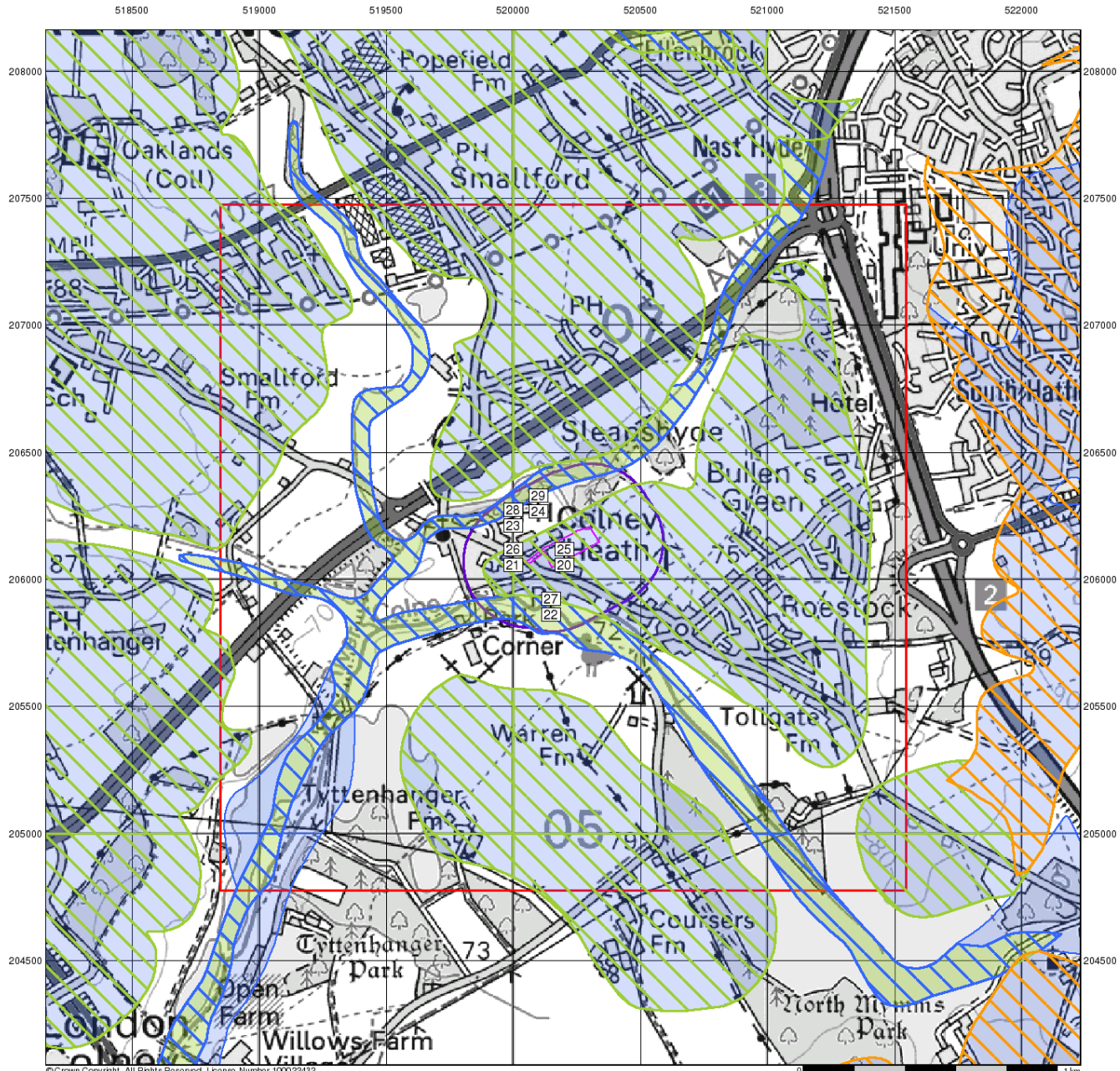
Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

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Ground Stability Data (1:50,000)

General

-  Specified Site
-  Specified Buffer(s)
-  Bearing Reference Point
-  Slice
-  Map ID

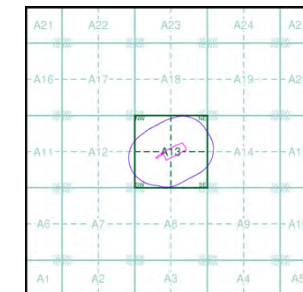
Potential for Running Sand Ground Stability Hazards

-  High
-  Low
-  Moderate
-  Very Low

Potential for Shrinking or Swelling Clay Ground Stability Hazards

-  High
-  Low
-  Moderate
-  Very Low

Mining and Ground Stability - Slice A



Order Details

Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Search Buffer (m): 250

Site Details

Land off High Street, Colney Heath

Landmark
 ● LANDMARK INFORMATION GROUP

Tel: 0844 844 9952
 Fax: 0844 844 9951
 Web: www.envirocheck.co.uk

General

- Specified Site
- Specified Buffer(s)
- X Bearing Reference Point
- Map ID
- Several of Type at Location

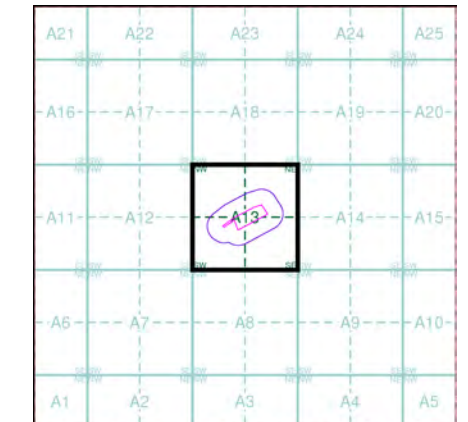
Potentially Contaminative Industrial Uses (Extractive Industries Activity)

	Point	Line	Polygon
Extractive Industries Activity from 1855 - 1909	▲	—	■
Extractive Industries Activity from 1893 - 1915	▲	—	■
Extractive Industries Activity from 1906 - 1937	▲	—	■
Extractive Industries Activity from 1924 - 1949	▲	—	■
Extractive Industries Activity from 1950 - 1980	▲	—	■

Subterranean Features

	Point	Line	Polygon
Subterranean Features	▼	- - -	■

Mining and Ground Stability - Segment A13

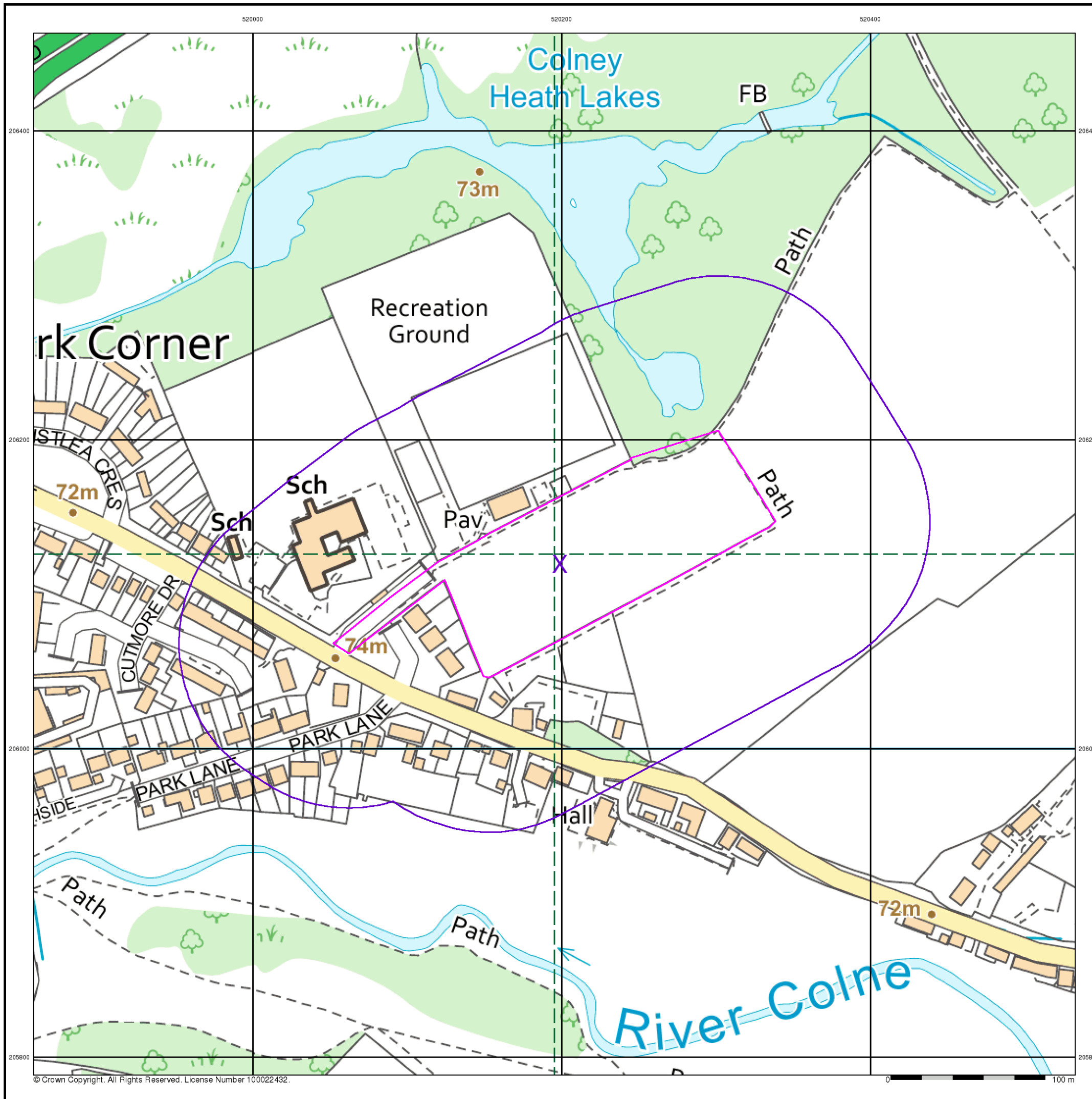


Order Details

Order Number: 284830996_1_1
 Customer Ref: D41161
 National Grid Reference: 520200, 206120
 Slice: A
 Site Area (Ha): 1.77
 Plot Buffer (m): 100

Site Details

Land off High Street, Colney Heath



Project Number: 21-0570
Project Title: Phase I Desk Study Report
Location: High Street, Colney Heath, St. Albans
BSP Document Ref: CHSA-BSP-ZZ-XX-RP-C-P02-Phase_1_Desk_Study_Report



Appendix H

Conditions and Limitations

THE STANDARD TERMS AND CONDITIONS OF BSP CONSULTING

1. DEFINITIONS AND INTERPRETATION

- 1.1 Agreement: The Proposal Document, the Memorandum of Agreement (where used), the Standard Terms and Conditions and all other documents specifically identified.
- 1.2 Client: the person, company, partnership or undertaking to whom these terms and conditions are sent.
- 1.3 Consultant: Breakwell Summer Partnership Ltd (T/A BSP Consulting), whose registered address is at 12 Oxford Street, Nottingham NG1 5BG.
- 1.4 Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation (EU) 2016/679 and any other directly applicable European Union regulation relating to privacy.
- 1.5 Memorandum of Agreement: (where used) a memorandum outlining commercial terms of the Agreement.
- 1.6 Price: the price for all Services shall be those set out in the proposal Document, as amended in accordance with the Agreement.
- 1.7 Project: the overall project for which the Services are engaged (as set out in the Memorandum of Agreement).
- 1.8 Proposal Document: a document from the Consultant to the Client containing any offers, proposals and bids in relation to the Services as a result of which this Agreement has been entered into.
- 1.9 Services: the work and services to be performed by the Consultant for the Client, as outlined in Schedule 1.
- 1.10 Standard Terms and Conditions: this document.
- 1.11 UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.
- 1.12 Working Day: means any day which is not a Saturday, Sunday or bank or public holiday in England.
- 1.13 If there is any inconsistency between the Proposal Document, the Memorandum of Agreement, the Standard Terms and Conditions and any other documents specifically identified as forming part of the Agreement, then they shall prevail over each other as follows:
- 1.13.1 the Proposal Document;
 - 1.13.2 the Memorandum of Agreement;
 - 1.13.3 the Standard Terms and Conditions;
 - 1.13.4 any other documents specifically identified as forming part of the Agreement.
2. PREVIOUS AGREEMENTS
- 2.1 Any services performed prior to the date of this Agreement by the Consultant for the Client in connection with the Project shall be treated as having been performed under these Standard Terms and Conditions, which shall supersede any previous agreement between the parties.
3. SERVICES
- 3.1 The Client hereby appoints the Consultant and the Consultant hereby agrees to provide the Services, as outlined in Schedule 1, based upon the terms of this Agreement.
- 3.2 Unless otherwise agreed in writing between the Parties, the Consultant shall have no obligation or duty to:
- 3.2.1 advise the Client on the actual or possible presence of pollution or contamination or as to the risks of such matters having occurred, being present or occurring in the future;
 - 3.2.2 inspect, monitor or supervise construction works;
 - 3.2.3 advise the Client on matters which wholly, partly, directly or indirectly arise out of or result from asbestos; or
 - 3.2.4 design, advise on or otherwise take measures to prevent or mitigate the effect of any act of terrorism or any action that may be taken to control, prevent, suppress or in any other way relate to an act of terrorism and the consultant accepts no liability in respect of those matters listed in this clause 3.2 (other than for death or personal injury caused by the negligence of the Consultant).
4. DUTY OF SKILL AND CARE
- 4.1 The Consultant warrants to and undertakes with the Client that it has exercised and will continue to exercise in the performance and discharge of the Services the reasonable skill care and diligence to be expected of a suitably qualified and competent consultant.
5. THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015
- 5.1 All projects must legally have:
- 5.1.1 personnel with the right competency, skills, knowledge, training and experience;
 - 5.1.2 contractors providing appropriate supervision, instruction and information;
 - 5.1.3 a written construction phase plan before work commences on site; and
 - 5.1.4 adequate planning, resources and an allowance of sufficient time between phases of a project from inception, design, tender, contract works, operation, maintenance and demolition.
- 5.2 Projects where more than one contractor is involved (domestic or non-domestic) must have the above, plus a:
- 5.2.1 "principal designer" and a "principal contractor" (as defined in the regulations) must be appointed by the Client. Each of these 3 Stakeholders have specific duties and obligations under the legislation; and
 - 5.2.2 health and safety file.
- 5.3 If work is scheduled to:
- 5.3.1 last longer than 30 Working Days and have more than 20 workers working simultaneously at any point in the project; or
 - 5.3.2 exceed 500 person days then the Client must notify the project to HSE in the requisite format.
- 5.4 This clause 5 is only a brief introduction to the regulations, so please do discuss this with the Consultant's
- 5.5 Further information can be obtained at:
- 5.5.1 www.hse.gov.uk/construction/cdm/2015/index.htm;
 - 5.5.2 www.aps.org.uk; and
 - 5.5.3 www.ccg.constructingexcellence.org.uk;
- 5.6 Unless the Consultant is the only designer or appointed in writing, the Consultant assumes that one of the Client's other designers will fulfil the role of "principal designer" under the regulations.
6. PROGRAMME REQUIREMENTS
- 6.1 The Client may from time to time request by way of written notice, delivered to the Consultant within a reasonable timeframe and providing all necessary

- information, that the Consultant, in performing the Services, complies with specified programme requirements and completion dates.
- 6.2 The Consultant must review and respond to the Client's notice given under clause 6.1 of the programme requirements within 15 Working Days of the notice, outlining:
- 6.2.1 any reasonable objections the Consultant has to such dates, or terms of the programme requirements; and
 - 6.2.2 any change in Price due to the proposed revised programme requirements, completion dates, or revision to the Services.
- 6.3 If the Parties agree the programme requirements and any change in Price in accordance with clause 11, the Consultant shall use its reasonable endeavours to proceed with the performance of the Services to achieve such dates, subject always to matters within its reasonable control.
7. DEPENDENCIES
- 7.1 The Client shall provide the Consultant without charge and in such reasonable time so as not to prevent, delay or disrupt the performance of the Services all data, information, records and goods which are reasonably requested from time to time by the Consultant in good faith for the purpose of carrying out the Services.
- 7.2 The Client shall give the Consultant such assistance as the Consultant may reasonably require in connection with the performance of the services.
- 7.3 The Consultant shall not be liable for any failure to perform its obligations under this Agreement to the extent that such failure is caused by any act or omission of the Client.
8. CAD & BIM
- 8.1 The Client must supply all relevant drawing information to the Consultant in a suitable digital CAD format that the Consultant can readily read, import and use for its own production purposes and the Client grants the Consultant a free licence to use such material provided for the purpose of carrying out the Services in relation to the Project.
- 8.2 The Consultant is an experienced firm in the application and use of Building Information Modelling (BIM), however, the Consultant's standard fee proposals do not include for its provision, unless specifically highlighted in the Proposal Document as being included.
- 8.3 Where BIM is requested, but the standard is not specified, the Consultant shall produce models to illustrate the alignment and co-ordination of the architectural and structural models, but no other Level 2 BIM co-ordination is undertaken.
- 8.4 All information must be sent by the Consultant digitally in Microsoft or Adobe read-only format, in order to protect the Consultant's designs.
9. PRICE
- 9.1 All offers, proposals and bids contained within the Proposal Document are valid for up to 30 days from the date of the Proposal Document only, after which the Consultant reserves the right to adjust the offers, proposals and bids.
- 9.2 All Prices are exclusive of VAT and any other sales taxes and duties which may be chargeable which will be payable by the Client in addition to the amount set out in the Proposal Document.
- 9.3 While the Consultant tries to ensure that all prices in its Proposal Document are accurate, errors may occur. If the Consultant discovers an error in the Price of the Services the Client has ordered, the Consultant will inform the Client as soon as possible and give the Consultant the option of reconfirming the Client's order at the correct Price or cancelling it. If the Consultant is unable to contact the Client, the Consultant will be entitled to treat the order as cancelled. If the order is cancelled and the Client has already paid for the Services, the Client will receive a full refund to be paid within 30 Working Days.
- 9.4 The Consultant shall be entitled to re-imbursment at no less than cost plus 10% of all statutory fees and third party costs for specialist surveys and investigations properly incurred by it in the performance of the Services, as notified to the Client from time to time.
10. PAYMENT
- 10.1 The due dates for payment of fees for the performance of the Services areas defined in the Proposal Document, or where not so defined, are as follows:
- 10.1.1 14 days following the invoice date; or
 - 10.1.2 every fourteenth day, starting 14 days after the day the Consultant commenced performing the Services.
- 10.2 The Consultant may agree to issue interim invoices and credit facilities to the Client at its discretion and as agreed between the Parties from time to time.
- 10.3 The Price shall be inclusive of all normal expenses and disbursements, the costs of professional indemnity insurance, all travelling and subsistence and the preparation of all drawings perspective sketches specifications and like material, but not:
- 10.3.1 the construction and supply of models;
 - 10.3.2 the commissioning of any specialist consultant or testing programme the Consultant may from time to time advise in accordance with its obligations of clause 4; or
 - 10.3.3 any exceptional expenses or disbursements incurred at the Client's request
- 10.4 No later than five days after payment becomes due, the Client shall notify the Consultant of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated ("the Payment Notice"). For ease of administration, unless otherwise advised by the Consultant, the VAT Invoice and the "Payment Notice" are one and the same document.
- 10.5 If the Client disputes any payment due in good faith, it must:
- 10.5.1 by written notice to the Consultant no later than seven (7) days prior to the payment becoming due, set out its reasons for any dispute; and
 - 10.5.2 pay any sums not disputed, on or before the payment due date.
- 10.6 If the Client fails to make payment (not disputed in good faith in accordance with clause 10.5) by the due date, the Consultant may, without prejudice to any other rights or remedies it may have, charge interest (both before and after judgment) on the amount unpaid at the rate of 8% on a compounded daily accruing basis at 1/12 of 1/30 of said rate per day.
- 10.7 The interest shall be in substitution for any other right to interest or compensation for late payment which the Consultant may have, including under the Late Payment of Commercial Debts (Interest) Act 1998 or any other equivalent

- law and the parties agree that clause constitutes a substantial remedy of late payment of any sum payable in accordance with this Agreement for the purposes of Section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.8 The final date for payment for all payments shall be before 21 days after the due date, calculated in accordance with clause 10.1 above.
- 10.9 At the point when an account becomes overdue for payment, the Consultant will notify the Client in writing and refer it to this clause 10.
- 10.10 Where an account is seven days or more overdue for payment, or the Client is in default in complying with any of its obligations under the Agreement, or a material breach, then the Consultant reserves the right, without further notice, to suspend the performance of all or part of the Services, withdraw any intellectual property licence given by the Consultant under clause 13.3, seek injunctive relief preventing further use of the Consultant's copyright materials and the use of any form of intellectual or moral property owned by the Consultant by the Client, its customers, contractors, professional advisors, funders, tenants, local authorities or any other interested parties, until such time that the commercial matters are resolved to the Consultant's satisfaction and/or the Consultant consents to its reinstatement.
- 10.11 In addition, or in the alternative to clause 10.10 above, the Consultant may issue further notices or undertake formal enforcement proceedings as it deems appropriate.
- 10.12 The Client shall pay the Consultant a reasonable amount in respect of costs and expenses, reasonably incurred by the Consultant as a result of any exercise of any of its right referred to in this clause 10.
- 10.13 Subject to conditions prevailing, the Consultant may agree to issue interim invoices and credit facilities, in which case the Consultant will allocate the Client a credit limit at the Consultant's discretion on the specific contract and indeed, the Client's credit account as a whole, if the Consultant is working with the Client on multiple contracts which the Consultant can confirm upon request.
- 10.14 In the event that the Client exceeds its allocated overall credit limit, the Consultant reserves the right to cease provision of Services on that and indeed, all Agreements with the Client and the Client's total credit facility may be withdrawn entirely until such time as balances are corrected within the account(s) concerned to the Consultant's satisfaction.
- 10.15 At the point of notification that an account is 7 days or more overdue, the Consultant reserves the right to charge administration fees at £100 per statement, reminder or each and every item of correspondence relating to the Client's late payment.
11. ADJUSTING THE PRICE
- 11.1 If any work is carried out or additional costs are incurred by the Consultant because of any:
- 11.1.1 variation to the Services by the Client;
 - 11.1.2 delay by the Client;
 - 11.1.3 delay by third parties; and
 - 11.1.4 other cause outside the Consultant's reasonable control, provided that the Consultant shall not be entitled to any adjustment of the price where the delay or disruption arises from the Consultant's default or negligence the Consultant shall be entitled to additional payment and an extension on any prescribed deadline for completion of any stage of the Services in relation to the Project.
- 11.2 The Price may also be adjusted if the performance of the Services is materially delayed or disrupted or subject to change due to:
- 11.2.1 a change in the scope, size, complexity or duration of the Project;
 - 11.2.2 new or varied information supplied; or
 - 11.2.3 any other reasons beyond the reasonable control of the Consultant;
- 11.3 The Consultant shall notify the Client of its intention to claim an adjustment to the Price as soon as it is reasonably practicable after it becomes aware of any factor in clause 11.1 or 11.2. The Consultant's notice shall include a written estimate of:
- 11.3.1 the proposed adjustment to the price; and
 - 11.3.2 the likely effect of the delay or disruption on the Services and/or the Project.
- 11.4 If the Consultant is required to undertake additional works over and above an approved budget or outside the scope of the Services, the Consultant will notify this to the Client and reserves the right to charge for such additional works. Unless the parties agree otherwise in advance, the price shall be adjusted by a reasonable amount by reference to expenses and the time charges set out in Schedule 2 to this Agreement or on a lump-sum basis if the Parties deem it appropriate.
- 11.5 In the event of the Project and/or the Services being suspended or terminated, the Consultant reserves the right to recover a fee which would be fair and reasonable with due regard to the work stage reached, based upon industry standard guidance and any loss of gross overhead and margin contribution.
- 11.6 In the event that the Consultant deploys its expertise and endeavours to facilitate any saving or any gain to the Client (that includes the value of a saving that is mitigating losses that would have otherwise been incurred by the Client through no reasonable fault of the Consultant or other reasons out of their control) then the Consultant reserves the right to charge the Client and be paid by the Client, a financial consideration equivalent of up to half of that saving or gain that the Client has benefited from.
12. VAT
- 12.1 In addition to the fees and disbursements, the Client shall pay Value Added Tax on the same, at the rate and in the manner from time to time prescribed by law.
13. INTELLECTUAL PROPERTY & MORAL RIGHTS
- 13.1 The Consultant shall not be liable for:
- 13.1.1 the consequences of any misuse or use of material by the Client for any purpose that was not within the reasonable contemplation of the Parties as being a proper use of the material when it was prepared; and
 - 13.1.2 any use the Client may make of the documents for any purposes other than that for which they were originally provided by the Consultant, unless the Consultant authorises such use and confirms that the documents are suitable for it.
- 13.2 Subject to the provisions of this Agreement, any and all intellectual property rights including but not limited to, copyright and registered and unregistered design right in all drawings, details, plans and other documents of any nature whatsoever and any designs contained in them which have been or are hereafter provided by the Consultant in the course of performing its obligations under this Agreement, will remain vested in the Consultant.
- 13.3 The Consultant grants (or if such grant cannot legally take place until a later date agrees to grant) to the Client with effect from the date of this Agreement a

royalty free, non-exclusive, non-transferable, non-sublicensable, worldwide licence (such licence to remain in full force and effect notwithstanding the completion of the Consultant's obligations hereunder) to use and to reproduce all existing and future documents disclosed to the Client, for any purpose connected with the Project (including, but without limitation, the execution, completion, maintenance, letting, advertisement, modification, reinstatement and repair of the Project) save that the Client will not be entitled to reproduce any designs contained in any documents provided in any extension of the Project.

13.4 The Client grants (or if such grant cannot legally take place until a later date agrees to grant) to the Consultant with effect from the date of this Agreement a royalty free, non-exclusive, worldwide licence (such licence to expire upon the completion of the Consultant's obligations hereunder) to use and to reproduce all existing and future documents disclosed to the Consultant, for any purpose connected with the Project.

13.5 Any documents or media provided by the Consultant before entering this Agreement, including but not limited to the initial feasibility pre-contract designs, specification and all other documents or media, whether electronic or hard-copy, could be subject to change at any time for whatever reason including but not limited to compliance with changes in statute or other rules and regulations and changes in the Client's requirements and will, be subject to design development. Use of such documents or media shall be entirely at the risk of the person using it. No reliance on these documents shall be permitted and the Consultant accepts no responsibility for reliance upon these documents or media and it is assumed that the Consultant or Client has made sufficient provision for design development risk where a full design has not been commissioned. No waiver of this endorsement shall be permitted, except in writing and signed by one of the directors of the Consultant as recorded at Companies House.

13.6 Without prejudice to any other rights or remedies that each party possesses, it is acknowledged and agreed that damages alone would not be an adequate remedy for any breaches of the terms in respect of misuse or non-permitted use of the Consultant's documents or intellectual property by the Client or other parties that the Client has shared the Consultant's documents with. Accordingly, the Consultant shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

14. DATA PROTECTION

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Consultant may process the personal data as data controller or data processor depending on which processing activities the Consultant is undertaking as part of the Client's instructions. In this clause the expressions 'controller', 'process', 'personal data', 'data processor' and 'data subject' have the meanings given in the Data Protection Legislation.

14.3 The following specific details apply where the Consultant processes personal data that the Client has supplied to the Consultant or instructed the Consultant to obtain, as its data processor.

14.3.1 Duration: the Consultant shall process such personal data for so long as the Client's instructions to the Consultant continue and thereafter as provided in the remainder of this clause 14.

14.3.2 Purpose: the Consultant shall process personal data for the purpose of providing the Services to the Client and as provided in its Proposal Document/Memorandum of Agreement.

14.3.3 Data subjects: The classes of data subjects relevant for the Consultant's processing obligations are: the Client's employees and sub-contractors and the Client's suppliers and potential suppliers (and their employees).

14.3.4 Data categories: Name, address and contact details.

14.4 The Client warrants that: 14.4.1 all personal data provided by it or on its behalf has been lawfully obtained;

14.4.2 all necessary consents and data processing notices have been provided in relation to the processing of the personal data provided by it or on its behalf to Consultant;

14.4.3 it will not do or omit to do anything which will place Consultant in breach of any Data Protection Legislation; and

14.4.4 it is lawfully entitled to provide, ensure the provision of or authorise the Consultant to obtain (as the case may be) such personal data for the purposes envisaged by the Client's instructions to the Consultant.

14.5 The parties shall both comply with the Data Protection Legislation, in each case to the extent it applies to each of them.

14.6 To the extent that the Consultant is processing the personal data as data processor, the purpose of that processing is so that the Consultant is able to provide the Services to the Client in accordance with the Client instructions.

14.7 The Consultant shall:

14.7.1 process that Personal Data only in accordance with the Client's instructions (provided those instructions are within the scope of our Proposal Document/Memorandum of Agreement) unless otherwise required by law or any regulatory body (in which case the Consultant hall, where permitted, inform the Client of that legal requirement before processing;

14.7.2 not transfer or allow the transfer of that personal data outside the European Economic Area other than as permitted by Data Protection Legislation, as required in order to carry out the Client's instructions or as authorised by the Client;

14.7.3 implement such security measures as required to enable the personal data to be processed in compliance with Data Protection Legislation, including:

(a) ensuring that access to the personal data is limited to the Consultant's personnel who have a reasonable need to access it to enable the Consultant to perform its obligations and limit that access to those parts of the personal data necessary for those purposes; and

(b) taking reasonable steps to ensure the reliability of any of the Consultant's personnel who it allow to have access to the personal data and to ensure that all those personnel are informed of the confidential nature of the personal data and are aware of the Consultant's obligations relating to it;

(c) notify the Client without undue delay on becoming aware of a loss, or unauthorised access, disclosure or a iteration, of any of the personal data and cooperate with the Client to resolve that issue; and

(d) at the Client's expense, provide the assistance that the Client may reasonably require to help the Client to comply with the Client's obligations to keep the personal data secure, allow the Client to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of personal data or respond to requests made by data subjects under Data Protection Legislation.

14.8 The Client authorises the Consultant to appoint sub-processors from time to time provided that the Consultant notifies the Client of any intended changes concerning the addition or replacement of other sub-processors and the Consultant imposes on any sub-processor (and ensure any sub-processor's compliance with) the terms in this clause as if the processing being carried out by the sub-processor was being carried out by the Consultant (and the Consultant will be responsible for the acts and omissions of those sub-processors as if they were its own acts and omissions). Whilst the Consultant is carrying out the Client's instructions it will (on the Client's written request); provide written details of its data processing activities in respect of personal data; and on reasonable notice allow the Client to audit the Consultant's compliance with the terms in this clause (subject to any reasonable requirements or restrictions that the Consultant may impose to safeguard the personal data it holds on behalf of other clients or to avoid unreasonable disruption to the Consultant's business). At the end, or on termination, of the Services the Consultant will return or delete all personal data (and delete any copies, except to the extent retention is required by law, for the Consultant's reasonable record keeping requirements or to perform post termination obligations).

14.9 The terms in this clause will continue to apply for so long as the Consultant retains and processes any such personal data after termination.

15. LIABILITY

15.1 Notwithstanding anything to the contrary contained in this Agreement, the liability of the Consultant under or in connection with this Agreement whether in contract, in tort, or any other legal basis for breach of statutory duty or otherwise (other than in respect of personal injury or death caused by negligence) shall not exceed the lower amount of:

15.1.1 ten times the agreed fee exclusive of disbursements and VAT; or

15.1.2 £5 million.

15.2 Notwithstanding clause 14.1 above, in circumstances where it is expressly agreed in writing that the Services comprise in whole or in part pollution and contamination matters and/or as the case may be asbestos matters, then the total liability of the Consultant under or in connection with the Agreement for any claims arising out of or in connection with pollution or contamination matters and/or as the case may be asbestos matters, whether in contract, in tort or otherwise, shall in each case not exceed in aggregate the sum of £250,000 (two hundred and fifty thousand pounds sterling).

15.3 Each party agrees to contract out of the Limitation Act 1980.

15.4 Each party agrees that no claims or proceedings under or arising out of this Agreement or in relation to the performance of the Services shall be brought or commenced after the expiry of 6 years from practical completion of the Services.

15.5 Subject to the above clause but notwithstanding anything to the contrary contained in this Agreement, such liability of the Consultant for any claim or claims under this Agreement shall be further limited to such sum as it would be just and equitable for the Consultant to pay, having regard to the extent of its responsibility for the loss or damage suffered as a result of the occurrence or series of occurrences in question, on the assumptions that:

15.5.1 All other consultants, contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in the Duty of Care Clause to the Client in respect of the carrying out of their obligations;

15.5.2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause 14 and any such other party who is responsible for any extent for the loss and damage is contractually liable to the Client for the loss and damage; and

15.5.3 all other consultants and all contractors and sub-contractors have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

15.6 For the avoidance of doubt, no collateral warranties, duty of care deeds, third party rights deeds and/or reliance letters are included as part of this Agreement and no obligation shall exist upon the Consultant to provide warranties of any kind and to third parties.

16. TERMINATION

16.1 The Consultant may immediately terminate this Agreement immediately upon giving written notice to the Client if the Client:

16.1.1 is in material breach of its obligations under this Agreement and fails to remedy that breach within ten Working Days of receiving written notice from the Consultant requiring it to do so;

16.1.2 persistently breaches any one or more terms of this Agreement;

16.1.3 ceases or threatens to cease to carry on business;

16.1.4 is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances.

16.2 On termination in accordance with clause 15.1 the Client shall pay the Consultant:

16.2.1 any amount due for payment under this Agreement at the date of termination;

16.2.2 a fair and reasonable proportion of the next instalment of the fees with the Services properly performed at the date of termination;

16.2.3 any costs, expenses, disbursements or losses reasonably incurred by the Consultant;

16.2.4 any loss of profits, loss of fees, loss of chance or other similar losses reasonably incurred by the Consultant; and

16.2.5 any indirect losses or consequential losses reasonably incurred by the Consultant

17. GENERAL CONDITIONS

17.1 Dispute resolution

Any dispute arising out of, or in connection with this Agreement that cannot be resolved by the Parties, shall be referred either for mediation, arbitration of a single

arbitrator or to the English Courts depending upon which is proportionate, timely, economic and appropriate in the reasonable opinion of the Parties acting in good faith.

17.2 Notices and service

Any notice under this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the party concerned at their registered office address or such other address as that party may from time to time notify in writing and shall be deemed to have been served if sent by registered post 48 hours after posting.

17.3 Assignment

Neither party to this Agreement shall be entitled to assign their rights under this Agreement, without the express written consent of the other party, not to be unreasonably withheld.

17.4 Force majeure

The Consultant shall not be liable for any delay or failure in performing its obligations under this Agreement as a result of reasons beyond its reasonable control. If the event causing such delay or failure continues for in excess of [1] month, this Agreement may be terminated immediately on written notice at the option of the party not affected by the event.

17.5 Waiver

No delay or omission of either party in exercising any right shall operate to impair or be construed as a waiver of such right. No single or partial exercise or non-exercise of any right shall in any circumstances preclude any other or further exercise of such right or the exercise of any other right. Any waiver of a breach or default of the terms of this Agreement shall not constitute a waiver of any subsequent breach or default.

17.6 Severance and Invalidity

The invalidity, illegality or unenforceability of any of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions of this Agreement.

17.7 Entire agreement

The Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and no modification amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by an authorized director of both the parties hereto.

17.8 Third party rights

Notwithstanding any other provision of this Agreement, nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be of no effect in respect of this Agreement.

17.9 Governing law and jurisdiction

This Agreement shall be governed by the laws of England and Wales and (subject to Dispute Resolution Clause) each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

18. SITE INVESTIGATIONS - Phase I Desk Studies

18.1 Works undertaken to provide the basis of the Phase I Desk Study report comprise a review of information available from a number of sources/parties (potentially also including the Client) together with a walk over of the site (where applicable and included within the quotation). The opinions given in the Phase I Desk Study are based on the information available from third parties/sources that has been obtained within the available timeframe. BSP Consulting assumes all third party information to be true and correct and therefore cannot accept liability for the accuracy of such information supplied.

18.2 Should additional information become available that may affect the comments and opinions made within the Phase I Desk Study, BSP Consulting reserves the right to review such information and make modifications to comments/opinions as appropriate.

18.3 It should be borne in mind that a Phase I Desk Study collates available information to generate a conceptual model of the site. The actual geotechnical and environmental considerations can only be fully quantified by intrusive investigation works to confirm the accuracy of the conceptual site model.

19. SITE INVESTIGATIONS - Phase II Intrusive Investigations

19.1 Our quotation assumes that access to the site will be arranged by others at no cost to ourselves.

19.2 We have assumed that free access is available throughout to the entire site and that works can be undertaken during a single mobilisation. Where restricted access is encountered, or where additional unscheduled mobilisations are required, additional costs may be incurred to the client.

19.3 We have assumed that all available information relating to buried services will be supplied by the Client at no cost to ourselves. No responsibility will be accepted for damage to underground services that have not been brought to our prior attention by the Client.

19.4 All excavations/boreholes will be backfilled with compacted arisings upon completion, with any excess arisings left proud of ground levels. Excess arisings will not be removed from the site unless specifically requested by the Client. Where we are requested to remove excess arisings, all associated costs will be passed to the Client.

19.5 We will attempt to leave the site in a clean and tidy state, however, it must be understood that some disturbance of the site is unavoidable during intrusive works.

19.6 Exploratory holes are positioned approximately on site by BSP Consulting. Should the Client require precise locations of all exploratory points, additional fees will be incurred. It must be borne in mind that backfilled trial pits can create 'soft spots', therefore, should the Client wish to designate 'no dig' zones, for example under the footprint of proposed structures, these must be brought to our attention prior to commencement of works.

19.7 Groundwater observations relate to conditions encountered at the time of investigation. It must be understood that groundwater levels may vary as a result of recent climatic conditions or seasonal variation.

19.8 Trial pits and boreholes examine only a small proportion of the total site area. No liability can be accepted for conditions not revealed in exploratory holes, particularly between positions. All extrapolations of available data are given in good faith.



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