

Envirocheck[®] Report

Datasheet

Report on:

Area south of intersection of M8 and A8

National Grid Reference :

245120, 669010

Prepared For :

BAE Systems Properties Ltd
Environmental Services
Westcott Venture Park
Westcott (Bldg 330)
Aylesbury
HP18 0NP

Your Reference:

M Lennard,A0503-00

Summary

Agency & Hydrological

Waste

Hazardous Substances

Geological

Industrial Land Use

Sensitive Land Use

Data Currency

Data Suppliers & Copyright Statements

Useful Contacts

BGS Borehole Order Form

Introduction

The Environment Act 1995 has made site sensitivity a key issue, as the legislation pays as much attention to the pathways by which contamination could spread, and to the vulnerable targets of contamination, as it does the potential sources of contamination. For this reason, Landmark's Site Sensitivity Datasheet places great emphasis on statutory data provided by the Environment Agency and the Scottish Environment Protection Agency; it also incorporates data from English Nature (and the Scottish and Welsh equivalents), the Environment Agency (and the Scottish equivalent) and Local Authorities; and highlights hydrogeological features required by environmental and geotechnical consultants. It does not include any information concerning past uses of land. The datasheet is produced by querying the legend database to 1km from a single point or a site boundary provided by the client

In the attached datasheet the National Grid References (NGRs) are rounded to the nearest 10m in accordance with Landmark's agreements with a number of Data Suppliers

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Data Type	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Agency & Hydrological				
Local Authority Pollution Prevention and Controls				
Local Authority Pollution Prevention and Control Enforcements				
Contaminated Land Register Entries and Notices				
Discharge Consents				2
Enforcement and Prohibition Notices				
Integrated Pollution Controls				
Integrated Pollution Prevention And Control				
Local Authority Integrated Pollution Prevention And Control				
Nearest Surface Water Feature		Yes		
Pollution Incidents to Controlled Waters				
Substantiated Pollution Incident Register				
Prosecutions Relating to Authorised Processes				
Prosecutions Relating to Controlled Waters				
Water Industry Act Referrals				
Registered Radioactive Substances				
River Quality				
River Quality Biology Sampling Points				
River Quality Chemistry Sampling Points				
Water Abstractions				
Groundwater Vulnerability	Yes			
Source Protection Zones				
Extreme Flooding from Rivers or Sea without Defences				
Flooding from Rivers or Sea without Defences				
Areas Benefiting from Flood Defences				
Flood Water Storage Areas				
Flood Defences				
River Flood Data (Scotland)				

Data Type	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Waste				
BGS Recorded Landfill Sites				
Integrated Pollution Control Registered Waste Sites				
Licensed Waste Management Facilities (Landfill Boundaries)				
Licensed Waste Management Facilities (Locations)				
Local Authority Recorded Landfill Sites		1		1
Registered Landfill Sites		2	2	1
Registered Waste Transfer Sites				
Registered Waste Treatment or Disposal Sites				
Hazardous Substances				
Control of Major Accident Hazards Sites (COMAH)				
Explosive Sites				
Notification of Installations Handling Hazardous Substances (NIHHS)				
Planning Hazardous Substance Consents				
Planning Hazardous Substance Enforcements				
Geological				
BGS Boreholes		1	4	5
BGS Recorded Mineral Sites				
BGS 1:625,000 Solid Geology	Yes			
Brine Compensation Areas				
Coal Mining Affected Areas	Yes			
Shallow Mining Hazards	Yes	Yes		
Potential for Collapsible Ground Stability Hazards				
Potential for Compressible Ground Stability Hazards	Yes	Yes		
Potential for Ground Dissolution Stability Hazards				
Potential for Landslide Ground Stability Hazards	Yes			
Potential for Running Sand Ground Stability Hazards	Yes	Yes		
Potential for Shrinking or Swelling Clay Ground Stability Hazards	Yes	Yes		
Mining Instability	Yes			
Natural and Mining Cavities				
Radon Affected Areas				
Radon Protection Measures	Yes			
Industrial Land Use				
Contemporary Trade Directory Entries				
Fuel Station Entries				

Data Type	On Site	0 to 250m	251 to 500m	501 to 1000m (*up to 2000m)
Sensitive Land Uses				
Areas of Adopted Green Belt				
Areas of Unadopted Green Belt	1			
Areas of Outstanding Natural Beauty				
Environmentally Sensitive Areas				
Forest Parks				
Local Nature Reserves				
Marine Nature Reserves				
National Nature Reserves				
National Parks				
National Scenic Areas				
Nitrate Sensitive Areas				
Nitrate Vulnerable Zones				
Ramsar Sites				
Sites of Special Scientific Interest				
Special Areas of Conservation				
Special Protection Areas				

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
1	Discharge Consents Operator: M A Newlands Property Type: Not Given Location: Red Smiddy House,Barnsford Road,INCHINNAN Authority: Scottish Environment Protection Agency, West Region Catchment Area: Not Given Reference: 12026 Permit Version: Not Supplied Effective Date: Not Supplied Issued Date: 24th January 1995 Revocation Date: Not Supplied Discharge Type: Septic tank Discharge Environment: Freshwater Stream/River Receiving Water: Wheel Burn Status: Not Supplied Positional: Located by supplier to within 100m Accuracy:	E	933	1	246000 668700
2	Discharge Consents Operator: A S Dunlop Property Type: Not Given Location: Nether Southbar Farm,INCHINNAN,Renfrewshire Authority: Scottish Environment Protection Agency, West Region Catchment Area: Not Given Reference: 10403 Permit Version: Not Supplied Effective Date: Not Supplied Issued Date: 14th July 1992 Revocation Date: Not Supplied Discharge Type: Septic tank Discharge Environment: Freshwater Stream/River Receiving Water: Wheel Burn Status: Not Supplied Positional: Located by supplier to within 100m Accuracy:	E	993	1	246110 669080
	Groundwater Vulnerability Geological Classification: Minor or Moderately Permeable Aquifer - Fractured or potentially fractured rocks which do not have a high primary permeability or other formations of variable permeability Soil Classification: Not classified Map Sheet: Map of Scotland Scale: 1:625,000	-	0	2	245120 669010
	Drift Deposits Description: None	-	-	-	-
	Extreme Flooding from Rivers or Sea without Defences Description: None	-	-	-	-
	Flooding from Rivers or Sea without Defences Description: None	-	-	-	-
	Areas Benefiting from Flood Defences Description: None	-	-	-	-
	Flood Water Storage Areas Description: None	-	-	-	-
	Flood Defences Description: None	-	-	-	-
	River Flood Data (Scotland) Description: None	-	-	-	-

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
Local Authority Landfill Coverage					
	Name: Renfrewshire Council - Has supplied landfill data	-	0	3	245120 669010
Local Authority Recorded Landfill Sites					
3	Location: Southbar, Bishopton Reference: 31 Authority: Renfrewshire Council Last Reported: Unknown Status: Types of Waste: Not Supplied Date of Closure: Not Supplied Positional accuracy: Positioned by the supplier Boundary Quality: Moderate	W	183	3	244940 669010
Local Authority Recorded Landfill Sites					
4	Location: Southbar Estate Reference: 17 Authority: Renfrewshire Council Last Reported: Unknown Status: Types of Waste: Not Supplied Date of Closure: Not Supplied Positional accuracy: Positioned by the supplier Boundary Quality: Moderate	NE	829	3	245600 669690
Registered Landfill Sites					
5	Licence Holder: W H Malcolm Ltd Licence Reference: WML/W/00078 (9/92) Site Location: Southbar Phases 6/7 (Add.Fill 1/2/3/5),Inchinnan, Renfrew, Renfrewshire Licence Easting: Not Supplied Licence Northing: Not Supplied Operator Location: Murray Street, PAISLEY, Renfrewshire, PA3 1QQ Authority: Scottish Environment Protection Agency, West Region Site Category: Landfill Maximum Input Rate: Very Large (Equal to or greater than 250,000 tonnes per year) Waste Source Restrictions: No known restriction on source of waste Status: Record superseded Dated: 11th December 1992 Preceded By: WDR/ 3/89 (1/89=Ph4) Licence: Superseded By: Wml/W/00078/C1 Licence: Positional Accuracy: Positioned by the supplier Boundary Accuracy: Good Authorised Waste: Max.Waste Permitted By Licence Renfrew B.-Dom/Com/Ind. Renfrew C -Rubble Renfrew Di -Coh.Inorg Renfrew Dii -Coh.Inorg Renfrew E -Fricl.Inorg Prohibited Waste: Liquid Wastes Putrescible Waste Sludge Wastes Special Wastes	W	183	1	244940 669010

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
Registered Landfill Sites					
6	Licence Holder: W H Malcolm Ltd Licence Reference: 1/81/Cp Site Location: Southbar Landfill, Inchinnan, Renfrew, Renfrewshire Licence Easting: Not Supplied Licence Northing: Not Supplied Operator Location: Murray Street, PAISLEY, Renfrewshire, PA3 1QQ Authority: Scottish Environment Protection Agency, West Region Site Category: Landfill Maximum Input: Undefined Rate: Waste Source: No known restriction on source of waste Restrictions: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Dated: 1st April 1981 Preceded By: Not Given Licence: Superseded By: WML/W/00078 (9/92) Licence: Positional: Positioned by the supplier Accuracy: Boundary Accuracy: Moderate Authorised Waste: Tyne & Wear B, Renfrew B. * Tyne & Wear D I, Renfrew D I * Tyne And Wear C, Renfrew C * Tyne And Wear D li, Renfrew D li, * Tyne And Wear E, Renfrew E, *	W	185	1	244930 669010
Registered Landfill Sites					
7	Licence Holder: W H Malcolm Ltd Licence Reference: WDR/ 3/89 (1/89=Ph4) Site Location: Southbar (Phase 5), Inchinnan, Renfrew, Renfrewshire Licence Easting: 244700 Licence Northing: 669300 Operator Location: Murray Street, PAISLEY, Renfrewshire, PA3 1QQ Authority: Scottish Environment Protection Agency, West Region Site Category: Landfill Maximum Input: Very Large (Equal to or greater than 250,000 tonnes per year) Rate: Waste Source: No known restriction on source of waste Restrictions: Status: Record superseded Dated: 1st February 1989 Preceded By: Not Given Licence: Superseded By: WML/W/00078 (9/92) Licence: Positional: Manually positioned to the address or location Accuracy: Boundary Accuracy: Not Applicable Authorised Waste: Max.Waste Permitted By Licence- Stated Renfrew B.-Dom/Com/Ind. * Renfrew C -Rubble * Renfrew Di -Coh.Inorg * Renfrew E -Frict.Inorg * Prohibited Waste: Putrescible Waste	NW	261	1	244910 669160

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
8	<p>Registered Landfill Sites</p> <p>Licence Holder: W H Malcolm Ltd Licence Reference: Wml/W/00078/C1 Site Location: Southbar Phases 6/7 (Add.Fill 1/2/3/5),Inchinnan,Renfrew,Renfrewshire Licence Easting: 244700 Licence Northing: 669300 Operator Location: Murray Street,PAISLEY,Renfrewshire,PA3 1QQ Authority: Scottish Environment Protection Agency, West Region Site Category: Landfill Maximum Input Rate: Very Large (Equal to or greater than 250,000 tonnes per year) Waste Source: No known restriction on source of waste Restrictions: Status: Site Closed Dated: 31st March 1999 Preceded By: WML/W/00078 (9/92) Licence: Superseded By: Not Given Licence: Positional Accuracy: Manually positioned to the address or location Boundary Accuracy: Not Applicable Authorised Waste: Asphalt, Bitumen, Coated Roadstone Bonded Asbestos Brick And Concrete Rubble Ceramics, Glass Max.Waste Permitted By Licence Paper/Cardboard Plasterboard Plastic Sawdust Scrap Metal Shredded Tyres Soil Wood Environment Agency must give specific authorisation for this waste to be accepted Waste requires prior approval Whole Tyres</p> <p>Prohibited Waste: Clinical - As In Control.Waste Regs'92 Contaminated Soil Drummed Waste Liquid Wastes Pcbs/Pcts/Analogues @ > 50 Mg/Kg Sludge/Wastes Moisture Cont.> 80%W/W Spec.Waste (Epa'90:S62/1996 Regs)N.O.S Waste N.O.S.</p>	NW	261	1	244910 669160

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
Registered Landfill Sites					
9	Licence Holder: Richard Pearson Licence Reference: 1/88/Cp Site Location: Southbar, Inchinnan, Renfrew, Renfrewshire Licence Easting: 245700 Licence Northing: 669800 Operator Location: Southbar House, Southbar Estate, Inchinnan, Renfrewshire, Pa4 9nd Authority: Scottish Environment Protection Agency, West Region Site Category: Landfill Maximum Input Rate: Undefined Waste Source: No known restriction on source of waste Restrictions: Status: Licence lapsed/cancelled/defunct/not applicable/surrendered Dated: 1st January 1988 Preceded By: Not Given Licence: Superseded By: Not Given Licence: Positional Accuracy: Approximate location provided by supplier Boundary Accuracy: Not Applicable Authorised Waste: Building Waste Hardcore Sub/Topsoil	NE	731	1	245550 669600

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
BGS Boreholes					
10	BGS Reference: Ns46ne20 Drilled Length (m): Not Supplied Borehole Name: Inchinnan No.1 Bore	SE	160	4	245220 668880
BGS Boreholes					
11	BGS Reference: Ns46nw26 Drilled Length (m): 92 Borehole Name: N Commonside	SW	292	4	244950 668770
BGS Boreholes					
12	BGS Reference: Ns46nw2112/155 Drilled Length (m): 15 Borehole Name: Erskine Br + Dalnottar Intchge	NW	379	4	244940 669350
BGS Boreholes					
13	BGS Reference: Ns46nw2112/156 Drilled Length (m): 14 Borehole Name: Erskine Br + Dalnottar Intchge	NW	476	4	244880 669420
BGS Boreholes					
14	BGS Reference: Ns46nw28 Drilled Length (m): 111 Borehole Name: South Bar 2	W	479	4	244670 669180
BGS Boreholes					
15	BGS Reference: Ns46nw25 Drilled Length (m): 51 Borehole Name: South Bar 3	N	565	4	245000 669560
BGS Boreholes					
16	BGS Reference: Ns46nw29 Drilled Length (m): 18 Borehole Name: South Bar 3	NW	592	4	244680 669410
BGS Boreholes					
17	BGS Reference: Ns46nw24 Drilled Length (m): 137 Borehole Name: South Barr No2 Bore	W	595	4	244530 669040
BGS Boreholes					
18	BGS Reference: Ns46nw30 Drilled Length (m): 26 Borehole Name: South Bar 4	NW	660	4	244620 669440
BGS Boreholes					
19	BGS Reference: Ns46ne15 Drilled Length (m): 80 Borehole Name: Southbar 6	E	754	4	245870 668940
BGS 1:625,000 Solid Geology					
	Description: Tournaisian and Visean (Carboniferous Limestone Series)	-	0	4	245120 669010
Coal Mining Affected Areas					
	Description: In an area which may be affected by coal mining activity. It is recommended that a coal mining report is obtained from the Coal Authority. Contact details are included in the Useful Contacts section of this report.	-	0	5	245120 669010
Shallow Mining Hazards					
	Risk: Low Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010
Shallow Mining Hazards					
	Risk: Low Source: British Geological Survey, National Geoscience Information Service	W	91	4	245030 669000
Potential for Collapsible Ground Stability Hazards					
	Description: No Hazard	-	-	-	-
Potential for Compressible Ground Stability Hazards					
	Hazard Potential: Moderate Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
	Potential for Compressible Ground Stability Hazards				
	Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	W	125	4	245000 668980
	Potential for Compressible Ground Stability Hazards				
	Hazard Potential: High Source: British Geological Survey, National Geoscience Information Service	SW	126	4	245020 668930
	Potential for Ground Dissolution Stability Hazards				
	Description: No Hazard	-	-	-	-
	Potential for Landslide Ground Stability Hazards				
	Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010
	Potential for Running Sand Ground Stability Hazards				
	Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010
	Potential for Running Sand Ground Stability Hazards				
	Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	W	124	4	245000 668980
	Potential for Running Sand Ground Stability Hazards				
	Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	N	223	4	245180 669230
	Potential for Shrinking or Swelling Clay Ground Stability Hazards				
	Hazard Potential: Very Low Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010
	Potential for Shrinking or Swelling Clay Ground Stability Hazards				
	Hazard Potential: No Hazard Source: British Geological Survey, National Geoscience Information Service	SW	131	4	245020 668920
	Mining Instability				
	Mining Evidence: Inconclusive Coal Mining Source: Ove Arup & Partners Boundary Quality: As Supplied	-	0	-	245120 669010
	Radon Affected Areas				
	Description: No Data Available	-	-	-	-
	Radon Protection Measures				
	Type: No Data Available Source: British Geological Survey, National Geoscience Information Service	-	0	4	245120 669010

Map ID	Details	Compass Direction	Estimated Distance From Site	Contact	NGR
	Areas of Unadopted Green Belt				
	Authority: Renfrewshire Council	-	0	3	245120
	Plan Name: Renfrewshire Local Plan				669010
	Status: Finalised Local Plan				
	Plan Date: 30th September 2002				

Data Type	Version	Update Cycle
Agency & Hydrological		
Local Authority Pollution Prevention and Controls Scottish Environment Protection Agency West Region	March-2002	Variable
Contaminated Land Register Entries and Notices Renfrewshire Council	June-2005	Annual Rolling Update
Discharge Consents Scottish Environment Protection Agency West Region	May-1998	Variable
Integrated Pollution Controls Scottish Environment Protection Agency Head Office Scottish Environment Protection Agency West Region	February-1998	Variable
	March-2002	Variable
Water Industry Act Referrals Scottish Environment Protection Agency West Region	April-1996	Variable
Registered Radioactive Substances Scottish Environment Protection Agency West Region Scottish Environment Protection Agency Head Office	April-1996	Variable
	January-1998	Variable
River Quality Scottish Environment Protection Agency Head Office	December-1990	Not Applicable
Water Abstractions Scottish Executive Agriculture, Environment and Fisheries Department	December-1997	Not Applicable
Groundwater Vulnerability Scottish Environment Protection Agency Head Office	December-1995	Not Applicable
Drift Deposits Scottish Environment Protection Agency Head Office	December-1995	Not Applicable
River Flood Data (Scotland) Centre for Ecology and Hydrology	September-1999	Not Applicable

Data Type	Version	Update Cycle
Waste		
BGS Recorded Landfill Sites British Geological Survey National Geoscience Information Service	June-1996	Not Applicable
Integrated Pollution Control Registered Waste Sites Scottish Environment Protection Agency Head Office Scottish Environment Protection Agency West Region	January-1998 January-1998	Variable Variable
Local Authority Landfill Coverage Renfrewshire Council	May-2000	Not Applicable
Local Authority Recorded Landfill Sites Renfrewshire Council	February-2005	Not Applicable
Registered Landfill Sites Scottish Environment Protection Agency West Region	March-2005	Variable
Registered Waste Transfer Sites Scottish Environment Protection Agency West Region	March-2005	Variable
Registered Waste Treatment or Disposal Sites Scottish Environment Protection Agency West Region	March-2005	Variable



Data Type	Version	Update Cycle
Hazardous Substances		
Control of Major Accident Hazards Sites (COMAH) Health and Safety Executive	May-2001	Variable
Explosive Sites Health and Safety Executive	October-2005	Bi-Annually
Notification of Installations Handling Hazardous Substances (NIHHS) Health and Safety Executive	November-2000	Not Applicable
Planning Hazardous Substance Consents Renfrewshire Council Planning Department	November-2004	Annual Rolling Update
Planning Hazardous Substance Enforcements Renfrewshire Council Planning Department	November-2004	Annual Rolling Update

Data Type	Version	Update Cycle
Geological		
BGS Boreholes British Geological Survey National Geoscience Information Service	September-2005	Quarterly
BGS Recorded Mineral Sites British Geological Survey National Geoscience Information Service	September-2005	Bi-Annually
BGS 1:625,000 Solid Geology British Geological Survey National Geoscience Information Service	August-1996	Not Applicable
Coal Mining Affected Areas The Coal Authority Mining Report Service	December-2003	As notified
Shallow Mining Hazards British Geological Survey National Geoscience Information Service	August-2002	Variable
Potential for Collapsible Ground Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Potential for Compressible Ground Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Potential for Ground Dissolution Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Potential for Landslide Ground Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Potential for Running Sand Ground Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Potential for Shrinking or Swelling Clay Ground Stability Hazards British Geological Survey National Geoscience Information Service	May-2005	Annually
Mining Instability Ove Arup & Partners	October-2000	Not Applicable
Natural and Mining Cavities Peter Brett Associates	October-2001	Variable
Radon Affected Areas Health Protection Agency	January-2003	Not Applicable
Radon Protection Measures British Geological Survey National Geoscience Information Service	August-2002	Variable

Data Type	Version	Update Cycle
Industrial Land Use		
Contemporary Trade Directory Entries Thomson Directories	September-2005	Bi-Annually
Fuel Station Entries Catalist Ltd (Fuel Station Data)	August-2005	Quarterly

Data Type	Version	Update Cycle
Sensitive Land Uses		
Areas of Adopted Green Belt		
West Dunbartonshire Council	December-2001	As notified
Renfrewshire Council	September-2002	As notified
Areas of Unadopted Green Belt		
West Dunbartonshire Council	December-2001	As notified
Renfrewshire Council	September-2002	As notified
Environmentally Sensitive Areas		
Scottish Executive Geographic Information Service	October-2005	Annually
Forest Parks		
Forestry Commission	April-1997	Not Applicable
Local Nature Reserves		
Renfrewshire Council	August-2004	Annually
Marine Nature Reserves		
Scottish Natural Heritage	March-2005	Annually
National Nature Reserves		
Scottish Natural Heritage	August-2004	Annually
National Parks		
Scottish Natural Heritage	March-2005	Annually
National Scenic Areas		
Scottish Natural Heritage	March-2005	Annually
Nitrate Vulnerable Zones		
Scottish Executive Geographic Information Service	February-2005	Annually
Ramsar Sites		
Scottish Natural Heritage	August-2004	Annually
Sites of Special Scientific Interest		
Scottish Natural Heritage	August-2004	Annually
Special Areas of Conservation		
Scottish Natural Heritage	August-2004	Annually
Special Protection Areas		
Scottish Natural Heritage	August-2004	Annually

Some of the organisations who provide data which is used within the report

<p>Ordnance Survey</p>	 <p>Ordnance Survey[®] Licensed Partner</p>
<p>Environment Agency</p>	 <p>Environment Agency</p>
<p>Scottish Environment Protection Agency</p>	 <p>SEPA Scottish Environment Protection Agency</p>
<p>The Coal Authority</p>	 <p>THE COAL AUTHORITY</p>
<p>British Geological Survey</p>	 <p>British Geological Survey NATURAL ENVIRONMENT RESEARCH COUNCIL</p>
<p>Centre for Ecology and Hydrology</p>	 <p>Centre for Ecology & Hydrology NATURAL ENVIRONMENT RESEARCH COUNCIL</p>
<p>Countryside Council for Wales</p>	 <p>CYNGOR CEFN GWLAD CYMRU COUNTRYSIDE COUNCIL FOR WALES</p>
<p>Scottish Natural Heritage</p>	 <p>SCOTTISH NATURAL HERITAGE</p>
<p>English Nature Site of Special Scientific Interest, National Nature Reserve, Ramsar, Special Protection Area, Special Conservation Area, Marine Nature Reserve data (derived from Ordnance Survey 1:10000 raster) is provided by, and used with the permission of, English Nature who retain the copyright and Intellectual Property Rights for the data</p>	 <p>ENGLISH NATURE</p>
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Contact Name and Address

1	Scottish Environment Protection Agency West Region 5 Redwood Crescent Peel Park East Kilbride South Lanarkshire G74 5PP	Telephone 01355 574200 Fax 01355 574688
2	Scottish Environment Protection Agency Head Office Erskine Court The Castle Business Park Stirling Stirlingshire FK9 4TR	Telephone 01786 457700 Fax 01786 446885
3	Renfrewshire Council Municipal Buildings Cotton Street Paisley Strathclyde PA1 1BU www.renfrewshire.gov.uk	Telephone 0141 842 5000 Fax 0141 848 1450
4	British Geological Survey Enquiry Service British Geological Survey Kingsley Dunham Centre Keyworth Nottingham Nottinghamshire NG12 5GG enquiries@bgs.ac.uk www.bgs.ac.uk	Telephone 0115 936 3143 Fax 0115 936 3276
5	The Coal Authority Mining Report Service 200 Lichfield Lane Mansfield Nottinghamshire NG18 4RG thecoalauthority@coal.gov.uk	Telephone 0845 7626848 DX 716176 Mansfield 5

Contact Name and Address**Catalist Ltd (Fuel Station Data)**

Richmond House

22 Richmond Hill

Clifton

Bristol

Avon

BS8 1BA

Mark@catalist-uk.com

Telephone 0117 923 7113

Fax 0117 923 7166

Health Protection Agency

Chilton

Didcot

Oxfordshire

OX11 0RQ

Telephone 01235 831600

Fax 01235 833891

Landmark Information Group Limited

The Smith Centre

Henley On Thames

Oxfordshire

RG9 6AB

customerservices@landmarkinfo.co.uk

www.landmark-information.co.uk

Telephone 0870 850 6670

Fax 0870 850 6671

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


British Geological Survey
 NATURAL ENVIRONMENT RESEARCH COUNCIL

Borehole Records Order Form

Name: Company: Address: Postcode:	Your Ref/Order no: Our Ref: ISGR/ Tel: Fax:
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Quarter Sheet (eg. SE5ONE)	Number (eg. 21)	Suffix (if given) (eg. A-Z)	Name (eg. Bentley Village Sewer TP 1)

Please note: More than 10 records can be ordered, but it is advisable to discuss your requirements first with NGRC staff, as interpreted geological reports are also available.

RESPONSE TIMES MAY VARY DUE TO CUSTOMER DEMAND AND STAFF AVAILABILITY

(Please tick required service)

- Standard Service (variable within 5 days)**
 Premium Service (24 hour response, £30 additional charge)

Delivery Method Required: (Please tick) **Post** **Special Delivery £3** **Fax 50p (per sheet)**

Borehole unit price is £13 + VAT, Minimum charge £26 + VAT (includes 1st class postage).

Special Requirements or comments:

Please return form to: Records & Data Enquiries, British Geological Survey, Keyworth, Nottingham NG12 5GG.
 Tel: 01159363143 Fax: 01159363276 R-mail: enquiries@bgs.ac.uk

LANDMARK TERMS AND CONDITIONS

Definitions

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"Designated Users" means individuals appointed by Members to transact across the Member's Account.

"Intellectual Property Rights" means all forms of intellectual property or protective rights recognised in law.

"Member" means the person, firm or organisation who establishes and/or uses the Account.

"Order" means the request for Services from Landmark by You.

"Property Site" means a land site on which a Member requests Landmark provide either a Report or any other 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 places an Order with Landmark and for whom the Services are to be provided by 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 which at the sole discretion of Landmark, may be time limited, for the purposes of evaluation only, offer reduced functionality, offer limited access to the Content, or be free of charge including but not limited to the report(s), data, information or other services undertaken by Landmark.

"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 and 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 and Conditions

a. These Terms govern the relationship between You and Landmark whether You are an unregistered visitor to the Website or a registered Member purchasing Landmark products or Services from Landmark.

b. 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 or Reports ordered.

c. If the person communicating with Landmark is an Authorised Reseller, they must ensure that You agree to these Terms.

d. The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.

e. We 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. 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.

f. Landmark reserves the right to refuse to supply Services to You or any other potential client without notice or reason.

2. Reports

Whilst Landmark will use reasonable care and skill in providing the Services to You the Services are provided on the express basis that You acknowledge and agree to the following:-

a. The information and data supplied in the Services are derived from publicly available records and other third party sources and Landmark does not warrant the accuracy or completeness of such information or data; and

b. The information and data supplied in the Services are

derived solely from those sources specifically cited in the Report Landmark does not claim that these sources represent an exhaustive or comprehensive list of all sources that might be consulted; and

c. Landmark does not guarantee that all past or current land uses or features will be identified in the Report; and

d. The Services provided by Landmark are professional business to business services and not intended for use or interpretation by persons other than professional persons skilled in the use of property and environmental information; and

e. Landmark shall not be responsible for error or corruption in the Report 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.

f. Landmark reserves the right, without limitation, to change the Reports or Services on offer at any time.

3. Intellectual Property

a. You acknowledge that all Intellectual Property Rights in the Report and 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 to clause 6.f, You are entitled to make the following use of the Services and Reports subject always to these Terms and You may, without further charge, make the Report or Services available to;

- any person who purchases the whole of the Property Site,
- any person who provides funding secured on the whole of the Property Site,
- any person for whom You act in a professional or commercial capacity, and
- any person who acts for You in a professional or commercial capacity.

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.

d. The Report is to be used solely for the benefit of You and Your Client and such persons as are set out in Clause 3.b, and Landmark excludes all liability to all other persons unless Landmark has expressly agreed in writing to the assignment of the benefit of the Report and has been paid Landmark's reasonable fees for so doing.

e. 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 advisors 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.

f. 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:-

- effect or attempt to effect any modification, merger or change to the Service, nor permit any other person to do so; or
- 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, Reports, Content or Website; or
- remove, alter or in any way change any trademark or proprietary marking in any element of the Services and You acknowledge the ownership of the Content is as per this Clause, 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.
- create any product which is derived directly or indirectly from the data contained in the Services

g. You shall acknowledge the ownership of the Content where such is incorporated into Your own documents, reports, systems or services whether or not these are supplied to any third party.

h. 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.

i. You hereby agree to fully indemnify Landmark against any claim losses or other damages suffered by Landmark as a result any breach by any recipient of the Services of these Terms.

j. You agree that You will comply with any reasonable instructions that We may give from time to time with regard to the use of the Intellectual Property Rights, including but not limited to acknowledging that the Services and Reports are confidential to You, Your Client or the persons set out in Clause 3.b.

k. 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.

4. Charges

a. Landmark may grant You a credit limit in order to allow You to transact with it or set up an Account and reserves the right to withdraw any such credit limit at any time without prior notice.

b. You are fully responsible for all charges that accumulate on Your Account.

c. 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.

d. An individual or a monthly invoice showing all Orders created will be generated subject to these Terms. You will pay the Landmark Fees at the rates set out in Landmark's or its Authorised Reseller's invoice. The Landmark Fees are payable in full within 28 days without deduction, counterclaim or set off. You acknowledge that time is of the essence with respect to the payment of such invoices. Non-payment of Landmark Fees may, at Our sole discretion result in Landmark terminating or limiting the use of Your Account and its provision of Services to You. 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.

e. We may charge interest on late payment at a rate equal to 8% per annum above the base lending rate of National Westminster Bank plc.

f. 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:-

- You fail to make any payment due in accordance with Clause 4;
- You repeatedly breach or commit or cause to be committed any material breach of these Terms; or
- You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so Landmark may remedy the breach and recover the costs thereof from You; or
- You commit an act of bankruptcy or insolvency, are unable to pay Your debts as or when they fall due or make any composition or arrangement with Your creditors, or go into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for Your winding up (except for the purpose of a solvent amalgamation or reconstruction), or if You cease or prepare to cease trading, or if You suffer the appointment of a receiver, administrative receiver, administrator or similar officer over the whole or part of any of Your assets.

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. We may suspend the Agreement between You and Landmark for an indefinite period without notice and at any time if in Our opinion You are in breach of any of the provisions of these Terms.

6. Liability

a. We provide warranties and accept liability only to the extent stated in this Clause 6.

b. Nothing in these Terms excludes either party's liability for death or personal injury caused by that party's

negligence or willful default.

- 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, subject to clause 6b, Landmark will only be liable to You for any loss or damage caused by its negligence or willful default and neither Landmark nor any person providing information contained in any Services shall in any other 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 or any indirect or consequential loss of any nature whatsoever or for any physical damage to or loss of Your tangible property, any other direct loss, damage, cost or expense of any kind or any indirect or consequential loss, damage, cost or expense of any kind, whether any of the above arise under contract, tort (including negligence), an indemnity or contribution or otherwise.
- 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 amount not exceeding £10 million in respect of any other Report or Service purchased from Landmark except in so far as 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 one year of the date of the Report if the complaint is in relation to a Report on residential property and within six years of the date of the Report in respect of any other Report or Service. Where any claim relates to either a part of the Services that is not chargeable or if You have been in breach of any part of these Terms Landmark's liability shall be limited to £1,000.
- f. No person may rely on the Report more than 12 months after its original date.
- g. You acknowledge that:-
- i. 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 the reasonable skill and care in providing environmental property risk information to persons acting in a professional or commercial capacity 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 as such We do not warrant that all land uses or features whether past or current will be identified in the Services and 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;
- iv. You should carefully inspect the Property Site, and take any other advice that would be reasonably prudent to do prior to making any decision about the Property Site to which any Report or Service relates and not rely exclusively on the Report or any other Landmark Services in terms of valuing the Property Site;
- 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 You 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. You shall be solely responsible for maintaining the confidentiality of Your passwords (including Your Designated Users' password(s)) and You will notify us immediately that You become aware of any unauthorised access to, use or copying of any part of Services or document or report derived or downloaded there from by anyone;
- viii. You must observe and comply with all applicable regulations and legislation;
- ix. We offer no warranty for the performance of any linked internet service not operated by Us;
- x. 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;
- xi. without prejudice to any restrictions set out in these Terms, if in the course of Your business or otherwise You use for the benefit of or convey to any third party any part of the Website, Content, or Services You must make such third parties aware of the limitations, obligations and acknowledgements contained herein;
- xii. any support or assistance provided to You in connection with these Terms is at Your risk;
- xiii. the information contained in the Services has been extracted from various Crown Copyright and other published sources, and accordingly, Landmark does not accept any responsibility, and expressly disclaims all liability, for any errors, omissions or misstatements, or for any loss occasioned to any person acting, or refraining from action, as a result of, or in reliance upon, the information contained in these Services;
- 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. If Landmark provides You with any additional service obtained from a third party, including but not limited to any professional opinion, interpretation or conclusion, risk assessment or environmental report or search carried out in relation to a Report on Your Property Site, 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 or Your Client. 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. For the avoidance of doubt, those parties providing assessments or professional opinions on Landmark products include RPS Plc & Wilbourn Associates Limited. Copies of their terms and conditions are available on request from Landmark.
- j. Landmark has undertaken the Services for use only by the persons referred to at clause 3b and for no other purpose whatsoever and the Services should not be relied upon by any other third party. Landmark can accept no responsibility and will not be liable to any third party for any loss caused as a result of reliance upon the Services. Any third party relying on the Services does so entirely at its own risk, including without limitation any insurers referred to in this clause 6. Recipients of the Services are to rely on their own skill and judgment in determining the suitability of the Services for their own purpose and use and are advised to use the Services with caution and not base important business decisions solely on the same. Landmark Services are merely one of the tools available for the assessment of environmental, geological or other property or land-related risks and should be used in conjunction with other recognised methods of evaluation.
- k. Time shall not be of the essence with respect to the provision of the Services.
- 7. Events Beyond Our Control**
You acknowledge that Landmark 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.
- 8. Severability**
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.
- 9. Governing Law**
This Agreement 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 as regards any claim or matter arising under this Agreement. 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.
- 10. Entire Agreement**
- a. These Terms, together with the prices and delivery details set out on our Websites and Your Order comprise the whole of our 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 or as an authorised representation about the nature or quality of any Services offered for sale by us. Save for fraud or misrepresentation, Landmark shall have no liability for any such representation being untrue or misleading.
- b. 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.
- 11. General**
- a. You shall not without our prior written consent assign, or transfer in any way the benefit of these Terms in whole or in part or any of Your obligations under these Terms save as provided by Clause 3.b. Your right to use the Services, operate Your Account or to designate users is not transferable
- b. Landmark may assign its rights and obligations under these Terms without prior notice or any limitation.
- c. We may authorise or allow our contractors and other third parties to provide to Us and/or to You services necessary or related to the Services and to perform Our obligations and exercise Our rights under these Terms, which may include collecting payment on Our behalf.
- d. No waiver on our 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.
- e. References in these Terms to any legislation shall be construed as references to the same as amended or re-enacted from time to time and shall include subordinate legislation or regulations.
- f. 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 all notices from Us to You will be displayed on our Websites from time to time.
- g. 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.
- h. Landmark reserves the right to monitor or record telephone calls for training purposes.